



City Council Agenda 03/21/2017

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on March 21, 2017 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. Call to Order

2. Prayer and Pledge

3. Proclamations/Recognitions

- a. "Texas Small Business Development Centers Day" March 22, 2017 to be received by Dave Erickson, ASU Director of Small Business Development Center
- b. Recognition of Tina Anderson selected as first chair, piccolo and Julian Wiegand selected as first chair trumpet for the Texas Music Educators Association All-State Band
- c. Recognition of the Grape Creek Girls Basketball Team for advancing to the playoffs

4. Public Comment

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

5. Consent Agenda

- a. Consider approving the:
 1. February 21, 2017 City Council Regular Meeting minutes;
 2. March 2, 2017 City Council Special Meeting minutes; and
 3. March 2, 2017 Strategic Planning & Priority Setting Workshop minutes(B.Kendrick)
- b. Consider acceptance of a non-warranty deed conveying to the City of San Angelo a 1.019 acre tract out of the northwest part of Tract C, Section Three of Meadowcreek Addition, for use by the Public Works Department, Stormwater Division (C.Preas)
- c. Consider authorizing the sale of the following Lake Nasworthy property to current residential lot lease holder for the appraised value (C.Preas):
 1. 1601 Shady Point Circle Dr; Lot 123A, Block 6, Section 1, Group Shady Point, Lake Nasworthy; \$23,444
- d. Consider awarding FS-07-17 Hydroexcavator to Vermeer Equipment of Texas, Inc. DBA Vermeer Texas - Louisiana, utilizing Buyboard contract #515-16 in an amount of \$88,825, budgeted in Wastewater Capital Fund for FY17, for the purchase of one unit, and authorizing the City Manager or designee to execute any related documents (R.Kramer)

- e. Consider an amendment to the existing contract with Muniservices LLC to allow for the addition of a sales tax audit to the scope of work (T.Dierschke)
- f. Consider purchasing 35 Electronic Ticket Writers for SAPD in the amount of \$89,852 from Tyler Technologies, Inc. Budgeted item for FY2017 utilizing National Joint Powers Alliance Contract #110515-TTI (B.Hasty)
- g. Consider awarding RFP No. ES-05-17/REBID - Southland Boulevard Roadway Improvements Phase 1 Project to Reece Albert, Inc. in the amount of \$675,031.24 and authorizing the City Manager or designee to execute any related documents (R. Pehl)
- h. Second reading for an ordinance amending the Planned Development (PD15-04) Zoning District to expand the PD boundary for Shannon Medical Center for four additional properties changing from General Commercial/Heavy Commercial (CG/CH) to Planned Development (PD15-04) and to allow for a Master Sign Plan, generally located North of Twohig Avenue, West of Main Street, South of 2nd Street, and East of Chadbourne Street (J. James)

6. Regular Agenda

- a. Presentation of report from the Chamber of Commerce Economic Development Council and the Convention & Visitors Bureau (CVB) - (Presentation by CVB Director of Sales & Servicing Suzanna Aguirre and Chamber Vice President for Economic Development Michael Looney)
- b. Second public hearing regarding the voluntary annexation of 17.192 acres generally located south of U.S. Highway 67 and west of Southland Boulevard at the end of Willeke Drive and Pinon Ridge Drive - (Presentation by Planning & Development Services Director Jon James)
- c. Update on Sales Tax revenue performance - (Presentation by Finance Director Tina Dierschke)
- d. Consider a resolution approving an emergency purchase of CAD/RMS software from Hexagon Safety & Infrastructure ("Hexagon") pursuant to Texas Local Government Code §252.022(a)(2) and associated project costs; and authorizing the City Manager to execute related documents - (Presentation by Information Technology Manager Bucky Hasty)
- e. Consider adoption of an ordinance authorizing the issuance and sale of City of San Angelo, Texas tax notes, series 2017; appointing a Pricing Officer and delegating to the Pricing Officer the authority to approve on behalf of the City the sale of the notes, the terms of the notes and the offering documents for the notes; establishing certain parameters for the approval of such matters by the Pricing Officer; levying an annual ad valorem tax and providing for the security for and payment of said notes; providing an effective date; and enacting other provisions relating to the subject - (Presentation by Finance Director Tina Dierschke)

- f. Consider adoption of an ordinance authorizing the issuance of City of San Angelo, Texas, General Obligation Refunding Bonds, Series 2017; appointing a Pricing Officer and delegating to the Pricing Officer the authority to approve on behalf of the City the sale of the bonds, the terms of the bonds and the offering documents for the bonds; establishing certain parameters for the approval of such matters by the Pricing Officer; levying an annual ad valorem tax and providing for the security for and payment of said bonds; providing an effective date; and enacting other provisions relating to the subject - (Presentation by Finance Tina Dierschke)
- g. Discussion and possible action related to employee compensation and/or stipends - (Presentation by Human Resources Director Lisa Marley)
- h. Consider accepting the City of San Angelo's Fiscal Year 2016 Comprehensive Annual Financial Report (CAFR) and Single Audit as presented by the City's external auditor - (Presentation by Gayla Thornton, Partner, Armstrong, Backus & Company, LLC)
- i. Consider authorizing the City Manager to negotiate and execute a contract with Antentora Architects of Austin in the amount of \$ 340,929 for architectural and design services for the renovations of Barracks 1 & 2 at Fort Concho - (Presentation by Fort Concho Manager Robert Bluthardt)
- j. Consider approving LPA Inc. for professional services for the design of 29th Street Sports Complex, RFQ PK 01-17, and authorizing City Manager or his designee to negotiate and execute all related documents - (Presented by Recreation Manager Brent Casey)
- k. Consider approving a Letter Revision to the existing MOU with SAPAC in the amount of \$122,688 and authorizing City Manager to negotiate and execute all related documents - (Presentation by Construction Manager David Knapp)
- l. Consider approving the proposed Change Order No. 4 to the Lee Lewis Construction contract as Construction Manager at Risk (CE 02-14) for construction expenses totaling \$436,802, all to be funded by SAPAC and the project budget; and authorizing the City Manager to negotiate and execute said change order - (Presentation by Construction Manager David Knapp)
- m. First public hearing and introduction of an ordinance amending the 2016-2017 budget for capital projects and incomplete projects - (Presentation by Budget Manager Morgan Chegwidden)
- n. Public hearing and consideration of a resolution authorizing the adoption of the 2017-2022 Capital Improvement Plan for the City of San Angelo - (Presentation by Budget Manager Morgan Chegwidden)

7. Closed Session

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

- a. Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
 - 1. 2013 Sealcoating Program Contract
 - 2. Templeton Construction, Inc.
 - 3. Alsay, Inc.
 - 4. Spillman Contract
- b. Section 551.072 Deliberations about Real Property regarding the Ford Ranch

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive/Closed Session, if needed
- b. Consider approving various Board nominations:
 - COSADC: Juan Flores (SMD3) to a 3rd full term ending February 2019; John Bariou Jr. (SMD4) to a 4th full term ending February 2019; Scott Tankersley (SMD6) to a 4th full term ending February 2019; Todd Kolls (Mayor) to a 1st full term ending February 2019
 - Civic Events Board: Donald Barnhardt (SMD6) to a 1st full term ending October 2019;
 - Fort Concho Museum Board: Kelsey Herrera (SMD2) to a 1st full term ending January 2020;
 - Joyce Lowe (SMD5) to a 1st full term ending January 2020
 - TIRZ Board: Elizabeth Grindstaff (SMD6) to an unexpired term ending July 2019
- 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 the City Hall of the City of San Angelo, Texas, on the 17th day of March 2017, at 3:00 p.m.

Bryan Kendrick, City Clerk

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

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

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

Proclamation

The Texas SBDC Network has provided small business assistance starting and growing Texas's small businesses.

Our 2016 record year for Texas SBDC shows clients created 14,692 jobs, accessing capital of \$576 million, with new sales of \$1.3 billion, concluding a revenue generation to the Texas economy of \$152 million.

SBDC Day is a national, collective proclamation of the success and impact America's Small Business Development Centers (SBDCs) have across the nation in economic development and the small businesses community.

The Angelo State University SBDC continues to demonstrate the hard work and commitment that has helped Texas become the nationwide leader in job creation and small business growth.

NOW, THEREFORE, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim March 22, 2017 as

"Texas Small Business Development Centers Day"

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 21st day of March, 2017.

Dwain Morrison
Mayor of the City of San Angelo

Certificate of Recognition

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

Tina Anderson

for being selected for the Texas Music Educators Association All-State Band, as first chair, piccolo. All-State is the highest honor for a Texas music student.

***In Witness Whereof, I have hereunto
set my hand and have caused the
Official Seal of the City of San Angelo
to be affixed this 21st day of March,
2017.***

Dwain Morrison
Mayor of the City of San Angelo

Certificate of Recognition

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

Julian Wiegand

for being selected for the Texas Music Educators Association All-State Band, as first chair, trumpet. All-State is the highest honor for a Texas music student.

***In Witness Whereof, I have hereunto
set my hand and have caused the
Official Seal of the City of San Angelo
to be affixed this 21st day of March,
2017.***

***Dwain Morrison
Mayor of the City of San Angelo***

Certificate of Recognition

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

The Grape Creek Girls Basketball Team

for advancing to the play-offs among their many other accomplishments this season, along with their dedication to embody the very best of what it means to bear the title Student Athlete.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 21st day of March, 2017.

Dwain Morrison
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, February 21, 2017

Present:

Mayor Dwain Morrison
Mayor Pro tem Charlotte Farmer, SMD 6
Council Member Marty Self, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
Council Member Lane Carter, SMD 5

1. Call to Order

With a quorum of the City Council Members present, Mayor Morrison called the regular session of the San Angelo City Council to order at 8:34 a.m. on Tuesday, February 21, 2017, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Lakan Mariano, Pastor of College Hills Baptist Church, and the pledges were led by Mayor Morrison.

3. Proclamations/Recognitions

The Central Bobcats High School Football Team were recognized for their accomplishments this season.

"Severe Weather Awareness Month," March 2017, to be accepted by Steve Mild, Emergency Management Coordinator.

"National Developmental Disabilities Awareness Month," March 2017, to be received by MHMR Services for the Concho Valley Executive Director Gregory Rowe and representatives from Mosaic

As part of Mayor Morrison's plan to showcase local musician talent Dr. John Irish, Professor of Music at ASU led a group of local Buglers in performing three songs.

4. Public Comment

Several public comments were made regarding recent comments on social media by Council Member Bill Richardson.

Citizen Steve Hampton expressed concerns over the length of the Consent Agenda.

Council Member Farmer made comments about the recent Ports-to-Plains meeting.

Council Members Carter, Gonzales and Thomas announced their respective upcoming Town Hall Meetings.

5. Consent Agenda

- a. Approval of the February 7, 2017 City Council Regular Meeting minutes
- b. Approval of confirming appointments to MHMR Service for the Concho Valley Board of Trustees recommended by Liaison Representative Committee
- c. Approval of authorizing the sale of the following Lake Nasworthy property to the current residential lot lease holder for the appraised value:

1. 1802 Cove Road; Lake Nasworthy Addtn; \$137,158
 2. 2502 Sleepy Hollow; Lake Nasworthy Addtn; \$101,200
 3. 6426 Lincoln Park Rd E; Lake Nasworthy Addtn; \$76,200
- d. Adoption of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following properties:
1. Ellis Addition, Part of Lots 1 & 2, Block 20; Perez (\$750)
 2. Frary Addition, S50' of Lot 6, Block 15; Perez (\$750)
 3. E S Kirby Addition, N 42.70' of Block 8; Perez (\$750)
 4. E S Kirby Addition, W 130' of N 75' of S 550', Block 8; Perez (\$750)
 5. Miles Addition, Portion of Lots 6, 7 and 8, Block 28; Perez (\$750)
 6. Miles Addition, Lot 15, Block 31; Perez (\$750)
 7. Miles Addition, Lot 10, Block 76; Perez (\$750)
 8. Miles Addition, Lot 3, Block 77; Perez (\$750)
 9. Miles Addition, Lot 8, Block 77; Perez (\$750)
 10. Millsbaugh Addition, Lot 5, Block 1; Tafolla (\$3,500)
- e. Approval of purchasing four Twelve Yard Dump Trucks in an amount of \$416,224 from Lonestar Truck DBA Corley Freightliner (San Angelo, TX), budgeted in FY17, utilizing bid VM-02-15, previously awarded on April 7, 2015, and authorizing City Manager or designee to execute related documents
- f. Approval of authorizing the City Manager to execute all related documents between COSA and AEP Texas CitySmart Program for Energy Incentives
- g. Approval of authorizing the City Manager to negotiate a 5-1/2 year agreement in the amount of \$136,608.56 and execute all related documents between COSA and ThyssenKrupp Elevators through TCPN contract #R150801 for maintenance of elevators and escalators in several COSA facilities
- h. Approval of authorizing the City Manager to execute all related documents for an amendment to the current agreement between COSA and Ener-tel in the amount of \$783.40 for installation of additional control equipment needed for proper operation of the HVAC systems for the Foster Communications Coliseum and Spur Arena
- i. Adoption of a resolution authorizing specialized legal counsel to intervene on behalf of Coalition Cities in proceedings related to Atmos Pipeline-Texas' request to increase rates that is taking place before the Texas Railroad Commission
- j. Adoption of a resolution approving non-monetary in-kind support for the San Angelo Lions Charities Balloonfest
- k. Approval of second reading for Case VP16-03, an ordinance approving an amendment to the Vision Plan component of the Comprehensive Plan, changing certain lands from the Neighborhood Future Land Use Category to the Neighborhood Center Future Land Use category, generally located along the north side of West Loop 306 Frontage Road, between Brook Hollow Lane and Southwest Boulevard
- l. Approval of second reading for Case PD16-08, an ordinance approving a request for a rezoning from the Office Commercial (CO) Zoning District to the Planned Development (PD) Zoning District for uses as a Contractor's Office with Indoor Storage, and the provision of a Master Sign Plan to include a billboard, generally located along the north side of West Loop 306 Frontage Road, between Brook Hollow Lane and Southwest Boulevard
- m. Approval of second reading for Case PD16-09, an ordinance approving a request for a rezoning from the Planned Development (PD97-03) Zoning District to a new Planned Development (PD) Zoning District to allow for all of the permitted uses in the General Commercial (CG) Zoning

District, generally located approximately 700 feet southwest of the intersection of Sunset Drive and West Loop 306

- n. Approval of second reading for Case Z16-09, an ordinance approving a request for a rezoning from the Light Manufacturing (ML) Zoning District to the General Commercial (CG) Zoning District, generally located approximately 550 feet northeast of the intersection of Knickerbocker Road and University Avenue

Motion: Council Member Farmer made a motion, seconded by Council Member Carter, to approve the consent agenda, with the exception of item 5e. The motion carried unanimously (6) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Farmer, to approve item 5e, as presented. The motion carried unanimously (6) ayes to (0) nays.

6. Regular Agenda

- a. Consider a resolution of general support for construction of a Low Income Housing Tax Credit (LIHTC) project (The Trails at San Angelo) by Generation Housing Development to construct an 72 unit affordable housing apartment complex for the general public on 2600 Block of Era Street

This item was requested by Council Members Farmer and Gonzales, a presentation was made by Adrian Iglesias and Glenn Lynch representing Generation Housing Development.

Comments concerning the current LIHTC Policy were made by City Clerk Bryan Kendrick and Neighborhood Services Director Bob Salas

Four Corners Development representatives Michael Fogel, Ryan Hamilton, and Connor Bateman made comments expressing concern over passing this resolution due to the entry coming in so late in the process.

Zimmerman Properties representative Paul Holden also made comments expressing over passing this resolution.

Motion: Council Member Farmer made a motion, seconded by Council Member Gonzales, to adopt a resolution in support of the project, as presented. The motion failed (2) ayes to (4) nays, with Mayor Morrison, Council Members Self, Thomas, and Carter casting the dissenting votes.

- b. Consider the following items related to Solid Waste Services authorizing City Manager or designee to negotiate and execute all related documents:

1. Second public hearing and adoption of an ordinance amending Section A8.017 "Charge for Collection of Garbage and Trash"
2. Second public hearing and adoption of an ordinance amending Section 11.04.006 "Duties of the Residential Customer"

A presentation was made by Operations Director Shane Kelton

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to adopt the ordinance amending Section A8.017, as presented. The motion carried unanimously (6) ayes to (0) nays.

Motion: Council Member Gonzales made a motion, seconded by Council Member Carter, to adopt the ordinance amending Section 11.04.006, as presented. The motion carried unanimously (6) ayes to (0) nays.

- c. First public hearing of an ordinance amending Chapter 7 "Health and Sanitation" Sections 7.05.006 "Prohibition of Smoking in Outdoor Sports Areas" and 7.05.008 "Where Smoking not Regulated" of the Code of Ordinances, providing for severability and an effective date

A presentation was made by Parks & Recreation Director Carl White

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve the ordinance, as presented. The motion carried (4) ayes to (2) nays, with Mayor Morrison and Council Member Self casting the dissenting votes.

- d. Consider the following items related to the dis-annexation of properties generally located north of F.M. 380 and east of U.S. Highway 67 & 277, and authorization for the City Manager to negotiate and execute any related documents:

1. First reading and public hearing for an Ordinance,
2. An Interlocal Development Agreement by and between the City of San Angelo and Tom Green County, and
3. A First Amendment to a Memorandum of Understanding by and between the City of San Angelo and Tom Green County

A presentation was made by Planning & Development Services Director Jon James

Motion: Council Member Gonzales made a motion, seconded by Council Member Carter, to approve the first reading of the ordinance, as presented. The motion carried unanimously (6) ayes to (0) nays.

Motion: Council Member Self made a motion, seconded by Council Member Carter, to approve the interlocal development agreement, as presented. The motion carried unanimously (6) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to the first amendment to the MOU, as presented. The motion carried unanimously (6) ayes to (0) nays.

- e. First public hearing of an ordinance amending appendix A fee schedule, article A9.000 planning and related fees, by repealing in its entirety section A9.009 fees for sign placement or erection, amending section A9.007 miscellaneous planning fees, to provide for adjustment of certain fees and addition of fees for additional planning services, providing for severability and an effective date

A presentation was made by Budget Manager Morgan Chegwidden

Motion: Council Member Thomas made a motion, seconded by Council Member Farmer, to approve the ordinance. The motion carried (4) ayes to (2) nays, with Mayor Morrison and Council Member Carter casting the dissenting votes.

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

extensions” by restating said section to provide for permit renewals; repealing Section A2.013 “Licensing” (electrical)

A presentation was made by Budget Manager Morgan Chegwidden

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to approve the ordinance, as presented. The motion carried (5) ayes to (1) nays, with Council Member Carter casting the dissenting vote.

- g. First public hearing and consideration of an ordinance of the City of San Angelo amending appendix A fee schedule by repealing article A5.000 street use fees in its entirety, providing for severability and an effective date

A presentation was made by Budget Manager Morgan Chegwidden

Motion: Council Member Gonzales made a motion, seconded by Council Member Thomas, to approve the ordinance, as presented. The motion carried unanimously (6) ayes to (0) nays.

- h. First public hearing and consideration of an ordinance of the City of San Angelo, Texas, amending appendix a, “Fee Schedule”, Article A15.000, “Facility Use Fees”, by adding Section A15.002 “Fort Concho facility, membership and attendance fees”; providing for severability; and, providing for an effective date

A presentation was made by Budget Manager Morgan Chegwidden

Motion: Council Member Thomas made a motion, seconded by Council Member Farmer, to approve the ordinance, as presented. The motion carried unanimously (6) ayes to (0) nays.

- i. Update on Sales Tax revenue performance

A presentation was made by Finance Director Tina Dierschke

No action was taken on this item.

7. Follow Up and Administrative Issues

- a. Announcements and consideration of Future Agenda Items

Council Member Farmer noted calls from concerned citizens regarding loose gravel on streets around Bentwood speeding on Alta Vista, Additionally Ms. Farmer asked for a discussion related to the purchase of an additional street sweeper

Council Member Carter would like a discussion related to decreasing speed limits in residential neighborhoods

Council Member Gonzales would like a discussion related to decreasing the late fee on the Water Bill.

Council Member Thomas noted his upcoming Town Hall Meeting.

Council Member Self asked for a future agenda item related to the LIHTC Policy.

8. Adjournment

Motion: Council Member Self made a motion, seconded by Council Member Carter, to adjourn the meeting. The motion carried unanimously six (6) ayes to zero (0) nays.

There being no further business, the meeting was adjourned at 12:01 p.m.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

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

City of San Angelo, Texas
Special City Council Meeting
Thursday, March 2, 2017

Present:

Mayor Dwain Morrison
Mayor Pro tem Charlotte Farmer, SMD 6
Council Member Marty Self, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
Council Member Lane Carter, SMD 5

1. Call to Order

With a quorum of the City Council Members present, Mayor Morrison called the regular session of the San Angelo City Council to order at 8:31 a.m. on Thursday, March 2, 2017, in the City Hall East Mezzanine, 72 W. College Avenue, San Angelo, Texas 76903.

2. Special Agenda

- a. Consider receiving the resignation from Council Member Richardson dated February 25, 2017
Mayor Morrison and City Clerk Bryan Kendrick confirmed Council Member Richardson's resignation letter met the legal requirement to resign from office and noted the only remaining step was for the City Council to officially accept the resignation.

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve accepting the resignation, as presented. The motion carried unanimously six (6) ayes to zero (0) nays.

- b. Consider appointing a representative for Single Member District One City Council Member in accordance with Section 14 of the City Charter
City Clerk Bryan Kendrick noted a provision in the Texas State Constitution that prohibits the appointment of this position as spelled out in the city charter. Mr. Kendrick further asked for the City Council's direction to prepare the order of election for the March 7, 2017 meeting and to allow the application period to begin on March 6, 2017.

Consensus of Council was to direct the City Clerk to prepare the order of election for the March 7, 2017 meeting and to allow the application period to begin on March 6, 2017.

3. Adjournment

Motion: Council Member Farmer made a motion, seconded by Council Member Self, to adjourn the meeting. The motion carried unanimously six (6) ayes to zero (0) nays.

There being no further business, the meeting was adjourned at 8:35 a.m.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

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

City of San Angelo, Texas
Special City Council Meeting
Thursday, March 2, 2017

Present:

Mayor Dwain Morrison
Mayor Pro tem Charlotte Farmer, SMD 6
Council Member Marty Self, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
Council Member Lane Carter, SMD 5

1. Call to Order

With a quorum of the City Council Members present, Mayor Morrison called the regular session of the San Angelo City Council to order at 9:00 a.m. on Thursday, March 2, 2017, in the City Hall East Mezzanine, 72 W. College Avenue, San Angelo, Texas 76903.

2. Workshop Agenda

a. Introduction and Overview of the Strategic Planning Session

City Manager Daniel Valenzuela gave a brief introduction and overview of the Strategic Planning Session including a review of the Vision/Mission Statements and values; finally discussing the current sales tax challenges and the reason for this planning session.

No action was taken on this item.

b. Discussion on the following items:

1. Capital Improvement Plan (CIP) Priorities

A Presentation was made by Budget Manager Morgan Chegwiddden

No action was taken on this item

2. City Council/Staff Strategic Planning and Priority Setting Session

The following items were presented and discussed:

- Development of City Council CIP Priorities
Assistant City Manager's Michael Dane and Rick Weise; Budget Manager Morgan Chegwiddden and Health Services Director Sandra Villarreal presented information

No action was taken on this item

- Update of the Top 5 Strategic Priorities

Water Utilities Director Bill Riley, Operations Director Shane Kelton, Fire Chief Brian Dunn, Assistant City Manager Michael Dane, Police Chief Frank Carter, Human Resources Director Lisa Marley, Finance Director Tina Dierschke, and Planning & Development Services Director Jon James presented information

No action was taken on this item; however it was consensus of Council for City Staff to develop the possibility of implementing a stipend this fiscal year in lieu of a raise for city employees to be brought back for action at a future meeting.

- Development of any new Strategic Priorities (including the possibility of additions/changes to the current top 5)

No action was taken on this item

3. Expense Reduction Strategy

Assistant City Manager Michael Dane and Finance Director Tina Dierschke presented information

No action was taken on this item.

3. Adjournment

Motion: Council Member Self made a motion, seconded by Council Member Carter, to adjourn the meeting. The motion carried unanimously six (6) ayes to zero (0) nays.

There being no further business, the meeting was adjourned at 1:17 p.m.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Consent Item

Caption:

Consider acceptance of a non-warranty deed conveying to the City of San Angelo a 1.019 acre tract out of the northwest part of Tract C, Section Three of Meadowcreek Addition, for use by the Public Works Department, Stormwater Division (C.Preas)

Summary/History:

The Stormwater Division of the City of San Angelo requests that City Council accept conveyance of a 1.019 acre tract out of Tract C, Section Three, Meadowcreek Addition, by non-warranty deed. The land contains a portion of the Red Arroyo and will be added to the City's storm drainage system.

Financial Impact:

None

Other Information/Recommendation:

Staff recommends acceptance of a non-warranty deed conveying 1.019 acres to the City of San Angelo.

Attachments:

- | | |
|---------------------------------------|--|
| 1. Map 1.019 Acre Tract | Map 1.019 Acre Tract.pdf |
| 2. Legal Description 1.019 Acre Tract | Legal Description 1.019 Acre Tract.pdf |

Presentation:

None

Approvals/Reviews:

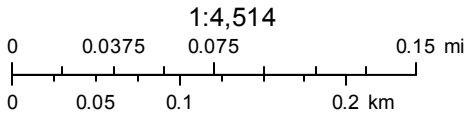
Cynthia Preas	Created/Initiated
Cynthia Preas	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

1.019 Acres, Tract C, Section Three Meadowcreek Addtn



March 10, 2017

 Tax Parcels



FIELD NOTES

1.019 Acre Tract

February 6, 2017
17-S-0137_rev

Being 1.019 acre of land out of the northwest part of Tract C, Section Three of Meadowcreek Addition to the City of San Angelo, Tom Green County, Texas as per plat recorded in Volume 3, Page 347, Plat Records of Tom Green County, Texas and also being that certain 70' Drainage Channel Easement (0.455 Ac.) described and recorded in Volume 411, Page 521-522, Deed Records of Tom Green County, Texas and also being that certain 70 foot wide Drainage Easement described in Easement Agreement described and recorded in Volume 691, Page 1, Deed Records of Tom Green County, Texas and said 1.019 acre tract being more particularly described by metes and bounds as follows:

Beginning at the east corner of this 1.019 acre tract on the north line of said Tract C and located 470.70 feet N. $67^{\circ} 52' 49''$ W. from the northeast corner of said Section Three and said beginning corner also being the east corner of said 70' Drainage Channel Easement (0.455 Ac.) and north corner of certain Lot 2-A of the First Replat of Lot 2, of the Replat of Part of Tract C, Section Three, Meadowcreek Addition as per plat recorded in Cabinet A, Slide 96, Plat Records of Tom Green County, Texas and being in the south right-of-way line of State Highway Loop 306;

Thence with the southeast line of this 1.019 acre tract and said 70' Drainage Channel Easement (0.455 Ac.) and said 70 foot wide Drainage Easement described in Easement Agreement and the northwest line of said Lot 2-A, S. $57^{\circ} 07' 11''$ W. at 189.54 feet pass the common corner of said Lot 2-A and Lot 2-B (First Replat of Lot 2, of the Replat of Part of Tract C, Section Three, Meadowcreek Addition), in all a total distance of 307.87 feet to the south corner of said 70' Drainage Channel Easement (0.455 Ac.) and the beginning of a curve to the right;

Thence with said curve to the right, having a radius of 149.53 feet, central angle of $34^{\circ} 13' 42''$, arc length of 89.33 feet and whose long chord bears S. $74^{\circ} 14' 02''$ W. 88.01 feet to the end of this curve;

Thence with the south line of this 1.019 acre tract and said 70 foot wide Drainage Easement described in Easement Agreement and north line of said Lot 2-B, N. $88^{\circ} 39' 07''$ W. at 73.91 feet pass the northwest corner of said Lot 2-B and the northeast corner of a certain 1.072 acre tract described and recorded in Instrument No. 719735, Official Public Records of Tom Green County, Texas, in all a total distance of 277.37 feet to the southwest corner of this 1.019 acre tract and said 70 foot wide Drainage Easement described in Easement Agreement in the east line of Southwest Boulevard;

Thence with the west line of this 1.019 acre tract and said 70 foot wide Drainage Easement described in Easement Agreement and the east line of said Southwest Boulevard with a curve to the right, having a radius of 703.60 feet, central angle for this part traversed of $05^{\circ} 44' 27''$, arc length of 70.50 feet and whose long chord bears N. $05^{\circ} 16' 26''$ W. 70.47 feet to the northwest corner of this 1.019 acre tract and said 70 foot wide Drainage Easement described in Easement

Agreement and also being the southwest corner of a certain 2.648 acre tract described and recorded in Volume 690, Page 861, Deed Records of Tom Green County, Texas;

Thence with the north line of this 1.019 acre tract and said 70 foot wide Drainage Easement described in Easement Agreement and the south line of said 2.648 acre tract, S. $88^{\circ} 39' 07''$ E. 285.49 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a radius of 79.53 feet, central angle of $34^{\circ} 13' 42''$, arc length of 47.51 feet and whose long chord bears N. $74^{\circ} 14' 02''$ E. 46.81 feet to the end of this curve and the west corner of said 70' Drainage Channel Easement (0.455 Ac.);

Thence continuing with the south line of said 2.648 acre tract and the northwest line of said 70' Drainage Channel Easement (0.455 Ac.) and said 70 foot wide Drainage Easement described in Easement Agreement, N. $57^{\circ} 07' 11''$ E. 258.86 feet to the north corner of said 70' Drainage Channel Easement (0.455 Ac.) and northeast corner of said 2.648 acre tract and north corner of this 1.019 acre tract in the south line of said State Highway Loop 306;

Thence with the north line of this 1.019 acre tract and said 70' Drainage Channel Easement (0.455 Ac.) and said 70 foot wide Drainage Easement described in Easement Agreement and the south line of said State Highway Loop 306, S. $67^{\circ} 52' 49''$ E. 85.45 feet to the place of beginning and containing an area of 1.019 acre of land.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Consent Item

Caption:

Consider authorizing the sale of the following Lake Nasworthy property to current residential lot lease holder for the appraised value (C.Preas):

1. 1601 Shady Point Circle Dr; Lot 123A, Block 6, Section 1, Group Shady Point, Lake Nasworthy; \$23,444

Summary/History:

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

Financial Impact:

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

Other Information/Recommendation:

Attachments:

1. 1601 Shady Point Circle Dr. Appraisal	1601 Shady Pt Circle Dr Appraisal.pdf
--	---------------------------------------

Presentation:

None

Approvals/Reviews:

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

APPRAISAL OF REAL PROPERTY

LOCATED AT

1601 Shady Point Circle Dr
San Angelo, TX 76904
Lot 123A, Block 6, Section 1, Group Shady Point, Lake Nasworthy Addition

FOR

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

AS OF

02/09/2017

BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 208
San Angelo, TX 76903-6462
(325) 655-1278
www.halfmannrealty.com

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San Angelo, TX 76903-6462
(325) 655-1278
www.halfmannrealty.com

02/10/2017

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

Re: Property: 1601 Shady Point Circle Dr
San Angelo, TX 76904
Borrower: Edward & Monica Richmond
File No.: R17-0030

Opinion of Value: \$ 23,444
Effective Date: 02/09/2017

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

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as unimproved, in Leased Fee ownership per the hypothetical condition given by the City of San Angelo stated in the Addenda.

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

The value conclusions reported, are as of the effective date stated in the body of the report. This is contingent upon the certification and limiting conditions, as well as the hypothetical condition given by the City of San Angelo.

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

Respectfully Submitted,



Crystal N. Bancroft
Appraiser Trainee
License or Certification #: 1340109
State: TX Expires: 05/31/2018
niki@halfmannrealty.com



Kevin J. Halfmann
License or Certification #: 1320469-G
State: TX Expires: 04/30/2017
(325)655-1278
kevin@halfmannrealty.com

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Kramer, Fleet Services Superintendent, Fleet Services, (325) 657-4329

Meeting Date: March 21, 2017

Item type: Consent Item

Caption:

Consider awarding FS-07-17 Hydroexcavator to Vermeer Equipment of Texas, Inc. DBA Vermeer Texas - Louisiana, utilizing Buyboard contract #515-16 in an amount of \$88,825, budgeted in Wastewater Capital Fund for FY17, for the purchase of one unit, and authorizing the City Manager or designee to execute any related documents (R.Kramer)

Summary/History:

Council approval is requested for the purchase of one hydroexcavator using Buyboard contract #515-16. This equipment is to be utilized by the Water Distribution and Sewer Collections divisions for the purpose of water, dirt, and/or sewage removal during the repair of damage or leaking underground utilities.

Currently, equipment being used for the purpose of locating and excavating utility lines includes two truck units valued at more than a half million dollars which are designed for clearing sewage stoppages, several small trailer mounted units designed to be used as only minor excavating options, and one unit in similar shape and size to this recommended purchase. The unit in service with similar characteristics is an aged unit that is utilized a high percentage of time. The expensive truck mounted units are excessive for the smaller tasks and, when used for an excavating task, are not being used to their full potential and are being taken away from higher priority tasks.

Having this additional trailer mounted unit will provide several benefits to the Sewer Collections and Water Distribution divisions. Operational cost savings compared to the large truck units, lower maintenance and repair costs with less risk for expensive breakdowns, and a need for an additional machine for this type of work are all benefits to this acquisition.

While all attempts are being made to slow and reduce equipment purchases where possible, many needs still exist due to aging equipment with increased maintenance and repair costs, as well as high utilization of existing equipment. Fleet and Water Utilities staff recommend moving forward with the purchase of this trailer mounted hydro-excavator as it will relieve stress from the currently utilized equipment and begin an appropriate cycle for phasing in replacement units.

The requested purchase will be made from Vermeer Texas-Louisiana (Midland, TX). There are no known local vendors for this type of equipment.

Financial Impact:

Staff recommends awarding FS-07-17 Hydroexcavator to Vermeer Texas - Louisiana, utilizing Buyboard contract #515-16 in an amount of \$88,825, budgeted in FY17, for the purchase of one unit.

Other Information/Recommendation:

Staff recommends awarding FS-07-17 Hydroexcavator to Vermeer Texas - Louisiana, utilizing Buyboard contract #515-16 in an amount of \$88,825, budgeted in FY17, for the purchase of one unit.

Attachments:

Presentation:

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Allison Strube	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Consent Item

Caption:

Consider an amendment to the existing contract with Muniservices LLC to allow for the addition of a sales tax audit to the scope of work (T.Dierschke)

Summary/History:

MuniServices will employ proprietary processes and procedures along with professional inquiry techniques to identify sales and use tax errors and misallocations. Revenue can be recovered back as far as 48 months.

Businesses found to have misapplied past local sales and use taxes will likely be due to: (1) improper information on the sales tax permit; (2) anomalies in sales and use tax reporting; or (3) having proper information on the sales tax permit, but misapplying Texas tax law as it relates to local sales and use tax sourcing.

The sales and use tax compliance and recovery review service is contingency based, at 30% of findings, so there is no cost to the City until after MuniServices has secured past and/or prospective compliance and the City has received the additional revenues from the Comptroller.

Financial Impact:

Revenue findings to be determined. The sales and use tax compliance and recovery review service is contingency based, at 30% of findings, so there is no cost to the City until after MuniServices has secured past and/or prospective compliance and the City has received the additional revenues from the Comptroller.

Other Information/Recommendation:

Attachments:

1. One Pager 3-21-17 MuniServices SUTA (One Page).docx
2. Slides 3-21-17 MuniServices SUTA PPT 1 (003).pptx
3. Amendment 3-21-17 17-341_AMEND_MUNISERVICES AGREEMENT_TO ADD_SALES_TAX_SERVICES.pdf

Presentation:

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn
Bryan Kendrick

Approved
Final Approval

The primary focus of MuniServices' sales and use tax compliance and recovery service is based on the following types of reviews which are conducted regularly throughout the term of the contract:

- **Permit Review**

Our permit reviews result in the identification of businesses not properly permitted for their places of business located within a client's jurisdiction. We will work with the business and/or the Texas Comptroller of Public Accounts (Comptroller) to obtain both past and prospective local sales and use tax compliance, as applicable. Past compliance results in the past misreported local sales and use taxes being reallocated to the client. Prospective compliance results in the taxpayer reporting future sales and use tax payments correctly to the client.

- **Payment Review**

Our payment reviews focus on those businesses where MuniServices has observed an aberration in client's sales and use tax revenue that is substantially different than what has been reported on a historical trend basis. The businesses with material anomalies will be researched and/or contacted to determine the reason for those changes and appropriate action will be taken. We will work with the business and/or the Comptroller to obtain both past and prospective local sales and use tax compliance, as applicable.

- **Sourcing Review**

Our sourcing reviews seek to identify those businesses that may be sourcing and reporting local sales and use taxes incorrectly to other local jurisdictions, when based on the nature of the business and the application of local sales and use tax laws, the sales and use taxes should be sourced to the client instead. Our sourcing review utilizes a variety of sources and methods to identify these types of businesses. We will contact the businesses, share Texas tax law, policies, etc., and if applicable, will work the business and/or the Comptroller to achieve both past and prospective local sales and use tax compliance, as applicable.

In summary, businesses found to have misapplied past local sales and use taxes will likely be due to: (1) improper information on the sales tax permit; (2) anomalies in sales and use tax reporting; or (3) having proper information on the sales tax permit, but misapplying Texas tax law as it relates to local sales and use tax sourcing.

MuniServices will employ proprietary processes and procedures along with professional inquiry techniques to identify sales and use tax errors and misallocations. We are constantly updating and supplementing our efforts in this regard. Datasets reviewed include data provided directly from the Comptroller, such as the client's detailed confidentiality reports, sales tax permit lists, list supplement filers list, etc.; as well as, data from third party sources, such as property tax records, taxpayer websites, etc.

The sales and use tax compliance and recovery review service is contingency based, so there is no cost to the client until after MuniServices has secured past and/or prospective compliance and the client has received the additional revenues from the Comptroller.



Discover. Recover. Prosper.

Sales & Use Tax Analysis & Discovery

Sales Tax Compliance Review Services

- Detect and validate qualified business activities within City from which City is not receiving sales/use tax:
 - Permit Review
 - Payment Review
 - Sourcing Review

- Assist businesses, as required, in filing returns and making payments for all open tax periods.
- Assist businesses, as necessary, in correcting registration information for taxes that are being incorrectly reported to another jurisdiction.

- Provide documentation to the state to complete the transfer of sales tax to City that was in error to another entity.
- Can recover revenue back 48 months, as applicable!

Correspondence

- City point of contact will be copied on any meaningful correspondences to taxpayers and Comptroller
- Invoiced only when we determine you receive the sales tax based off the value of service MuniServices provided.

Texas Offices

- Sales & Use Tax Office – Allen, TX
Chris Yearly, VP Sales Tax
- VP Central Operations – Houston, TX
Lisa Broussard, VP Central Operations
- Client Services Executive – Weatherford, TX
Brenda Anderson

MuniServices, LLC
Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of the _____ day of _____, 2017 ("Effective Date") by and between MuniServices, LLC, a Delaware limited liability company ("CONSULTANT") and The City of San Angelo, a municipal corporation of the State of Texas ("CITY"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

A. Services

1. CONSULTANT will provide CITY with the services described in EXHIBIT A which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. Upon execution of this Agreement, CITY will pay CONSULTANT as outlined in EXHIBIT B, incorporated and included herein.

C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three (3) years following the date of execution and automatically renew for two subsequent one year terms if neither party has cancelled (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days' written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days' notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing thirty-days' (30) written notice to the other party; provided however, that if CONSULTANT has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, CONSULTANT shall be entitled to payment as described in EXHIBIT B.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to CONSULTANT's fee, the CITY shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CITY.
3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CITY. CITY understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to

retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

4. **Subcontractors:** CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CITY:

City of San Angelo
Attn: Ms. Tina Dierschke, Finance Director
72 W. College Avenue, 3rd Floor
San Angelo, CA 76903
Phone: 325.657.4270
Facsimile: 325.657.4268
Email: tina.dierschke@cosatx.us

If to CONSULTANT:

MuniServices, LLC
Attn: Contract Department
7625 N. Palm Ave., Ste. 108
Fresno, CA 93711
Phone: 559.271.6852
Facsimile: 559.312.2852
Email: contracts@muniservices.com

6. **Representative or designees:** CONSULTANT Primary Representative/Project Manager shall be:

Brenda Anderson, Client Services Manager
12301 Kurland Drive, Suite 150, Houston, TX 77034
Phone: 817.771.4066/Email: Brenda.Anderson@MuniServices.com

For the convenience of the CITY, a short list of helpful contacts is attached and incorporated herein as EXHIBIT C.

7. **Indemnity:** CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CITY. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.
8. **Limitation of Liability:** In no event shall CONSULTANT, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not CONSULTANT has been advised of the possibility of any such loss or damage. In addition, CONSULTANT's total liability hereunder, including reasonable attorneys' fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CITY's exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between CONSULTANT and the CITY and CONSULTANT's pricing reflects the allocation of risk and limitation of liability specified herein.

9. Insurance: CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the City, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CITY, except in the case of cancellation for non-payment of premium which shall be at least 10-days' written notice.
10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for CONSULTANT preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CITY-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
17. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

City of San Angelo

a Municipal Corporation

By: _____

Name: Daniel Valenzuela

Title: City Manager

ATTEST:

Name: Bryan Kendrick

Title: City Clerk

APPROVED AS TO FORM:

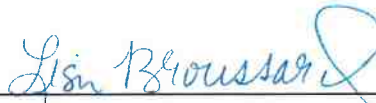
Name: Theresa James

Title: City Attorney

"CONSULTANT"

MuniServices, LLC

a Delaware limited liability company

By: 

Lisa Broussard, CTE, CPA
Senior Vice President Central Operations

EXHIBIT A – SCOPE OF WORK SALES TAX COMPLIANCE REVIEW

Objectives and Methods

Consultant's Sales Tax Compliance Review is designed to assist City with economic forecasting and in preserving and enhancing its sales and use tax revenues by detecting, documenting, and correcting sales tax misallocations thereby producing previously unrealized revenue for City while giving the City a more accurate sales tax base upon which to forecast its revenue.

Scope of Work

In providing the Sales Tax Compliance Review, Consultant shall:

- Meet with City's designated staff to review service objectives, scope, procedures, coordination of effort, work plan schedule, public relations, and logistical matters.
- Establish an appropriate liaison with the City's coordinator and define logical checkpoints for reviewing progress.
- Perform a review of the City's businesses' sales/use tax remittances in an effort to ensure proper application of local sales/use tax law and achieve past and/or prospective compliance, as applicable.
- On behalf of the City, Consultant will assist the businesses, as necessary, in the preparation and filing of amended returns and/or reallocation requests with the Comptroller's office in order to gain compliance. Consultant and/or the City may also provide additional documentation to the Comptroller's office to request its assistance in gaining compliance from taxpayers as needed.

Deliverables

Progress Reports

Consultant will provide periodic progress reports to City in the form of status updates. These progress reports will also indicate areas in which City staff may further assist and improve the sales tax compliance review activities provided hereunder. Consultant's progress reports will identify errors/omissions detected, documented and corrected and report on other services of benefit to City for the time period covered.

City Assistance

City shall assist Consultant by providing necessary information and assistance to include, without limitation, the following:

- Providing Consultant, on a timely basis, information necessary to conduct its compliance review activities including but not limited to monthly tax payment histories.
- Providing two letters of authorization identifying Consultant to local businesses and to the Texas Comptroller of Public Accounts and/or other state agencies as an authorized agent of City to perform sales and use tax reviews and to receive and examine taxpayer records (hard copy and electronic) necessary to assure sales and use tax compliance and revenue forecasts.
- Pursuing in good faith corrective action on errors and omissions detected by Consultant.
- Issuing necessary documentation to the state to correct errors validated by Consultant.

The parties agree that the City and/or the State Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the City's sales and use tax, recognizing that Consultant's role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors/omissions by taxpayers in the application, calculation, collection, and/or remittance of sales and use taxes and, ii) providing City with technical assistance, without assuming or being delegated the authority or responsibility of City to administer, interpret, and enforce its sales and use taxes.

EXHIBIT B – COMPENSATION SALES TAX COMPLIANCE REVIEW

Provided that the Effective Date is on or before May 28, 2017, in exchange for Consultant performing the work indicated above, the City will pay Consultant as follows:

The City shall pay Consultant a 30% contingency fee. The fee applies to the sales and use tax revenue received by the City from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The Contingency Fee applies to both: (a) past compliance (as applicable) -- sales and use tax revenues received by the City from prior periods; and (b) prospective compliance (as applicable) -- incremental increase in sales and use tax revenues received for the first eight consecutive reporting quarters (24 months) following correction of the errors and confirmation of receipt of revenue by the City. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior 12 months immediately prior to the first month of correct tax remittance.

Consultant will invoice City quarterly based on past and/or prospective compliance secured on behalf of City. Invoices are due and payable upon receipt.

All expenses incurred by Consultant in providing the Sales Tax Compliance Review are the sole and exclusive responsibility of Consultant, except those expenses that receive prior written approval by City.

Completion of Services

Notwithstanding anything else in this Agreement to the contrary, the City will pay Consultant per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. Consultant will provide City with a list of accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination ("completion list"). Consultant is allowed to continue working those accounts on the completion list for a reasonable time to obtain a correction.

Additional Consulting

City may request that Consultant provide additional consulting services at any time during the term of this Agreement. If Consultant and City agree on the scope of the additional consulting services requested, then Consultant shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

EXHIBIT C

Consultant Helpful Contacts

Contact	Project Role	Phone	Email
Brenda Anderson	Client Services Manager	817.771.4066	brenda.anderson@muniservices.com
Lisa Broussard, CTE, CPA	SVP Central Operations	713.459.5079	lisa.broussard@muniservices.com
Chris Yearly, CPA	VP, Sales & Use Tax Audit	972.447.4953	chris.yearly@muniservices.com
Irene Reynolds	Client Relations Manager	559.271.6867	irene.reynolds@muniservices.com
Francesco Mancia, MBA	VP Government Relations	559.288.7296	fran.mancia@muniservices.com
Patricia A. Dunn, MSHR	Contracts Manager	559.271.6852	patricia.dunn@muniservices.com

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bucky Hasty, IT Manager, Information Technology, 325-486-3767

Meeting Date: March 21, 2017

Item type: Consent Item

Caption:

Consider purchasing 35 Electronic Ticket Writers for SAPD in the amount of \$89,852 from Tyler Technologies, Inc. Budgeted item for FY2017 utilizing National Joint Powers Alliance Contract #110515-TTI (B.Hasty)

Summary/History:

These are handheld electronic ticket writers that interface with a mobile printer. This allows the patrol officers to efficiently write and print violations in the field and later upload the data to the department.

Financial Impact:

Ticket writer cost is \$89,852 with an annual recurring maintenance of \$7,500. First year maintenance is waived.

Other Information/Recommendation:

Attachments:

- | | |
|-----------------------------------|--|
| 1. Tyler Tech Ticket writer quote | Tyler Technologies Ticket writer quote.pdf |
|-----------------------------------|--|

Presentation:

Approvals/Reviews:

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



ESTIMATE
 Quote Number: 00003735
 Date Created: 9/8/2016 10:38 PM
 Expires On: 4/3/2017

Bill to:	Ship to:	Prepared by:
San Angelo Municipal Court 110 S. Emerick St. ATTN: Melanie Mitchell San Angelo, TX 76903	San Angelo Municipal Court 110 S. Emerick St. ATTN: Melanie Mitchell San Angelo, TX 76903	James Mulvey (979) 690-2811 x70-1557 james.mulvey@tylertech.com

Tyler Technologies NJPA Contract#: 110515-TTI

Quantity	Mfg_PartNumber	Product Description	Sales Price	Total Price
5.00	LIC: REF License - PDA	LICENSE: eCitation - Brazos Rapid Extension Framework (REF) Software License - PDA (annual maintenance fees apply)	\$ 800.00	\$ 4,000.00
1.00		***** * * * RECURRING ANNUAL MAINTENANCE FEE of \$250 per additional License. Therefore, if you add (5) licenses please expect to pay \$1,250 in annual maintenance fees. Tyler will invoice Client for the License Fees listed above upon delivery of the software. Maintenance Fees listed above will be invoiced upon one (1) year from delivery and annually thereafter on the anniversary of that date. The first year's maintenance is waived. All payment terms are net thirty (30) days * * * *****	\$ 0.00	\$ 0.00
1.00	Config	Development of new configuration for hardware platform - HANDHELD	\$ 2,500.00	\$ 2,500.00
35.00	TC700H-KC11ES-NA	Zebra Enterprise, TC70, WLAN 802.11 ABGN, Android KITKAT 4.2.2, Standard Range 1D/2D Imager (SE4750), Front & Rear Cameras, 1GB/8GB, Bluetooth, NFC, 4620 MAH Battery, North America only.	\$ 1,215.00	\$ 42,525.00
35.00	SSE-TC70XX-50	Zebra Enterprise, One Care Essential Service, Includes comprehensive coverage, TC70XX, 5 Year	\$ 545.00	\$ 19,075.00
8.00	BTRY-TC7X-46MA2-01	Zebra Enterprise, TC7X 4620 MAH LI-ON Battery, Single	\$ 62.00	\$ 496.00
2.00	CUP-SE-BTYADP1-01	ShareCradle 4-Slot battery charger adapter cup. Allows for a TC70 4-Slot Battery Charger to be charged and docked on the 5-Slot ShareCradles.	\$ 30.00	\$ 60.00
2.00	SAC-TC7X-4BTYC1-01	TC7X Drop in style 4-Slot Battery Charger with LEDs to indicate Charge State. Can be docked and powered in the 5-Slot Cradle via adapter cup (sold separately) or used standalone. When used stand-alone requires Power Supply (PWRS-14000-148R) and country specific AC line cord 23844-00-00R sold separately.	\$ 120.00	\$ 240.00
7.00	CRD-TC7X-SE5EU1-01	Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle, Charges either 5 TC70S or 4 TC70S + 4 Spare batteries	\$ 450.00	\$ 3,150.00



ESTIMATE

Quote Number:

00003735

Date Created:

9/8/2016 10:38 PM

Expires On:

4/3/2017

Quantity	Mfg_PartNumber	Product Description	Sales Price	Total Price
		via adaper cup (sold separately CUP-SE-BTYADP1-01), requires PWRS-14000-241R, 50-16002-029R, and 23844-00-00R		
7.00	23844-00-00R	Zebra Enterprise, US AC Line Cord	\$ 10.00	\$ 70.00
7.00	50-16002-029R	Zebra Enterprise, DC line cord for 4-Slot cradles, works with power supply (50-14000-241R)	\$ 30.00	\$ 210.00
7.00	PWRS-14000-241R	Zebra Enterprise, Power Supply for 4-Slot Cradles, 100-240VAC, 12VDC, 9A, Requires DC Line Cord 50-16002-029R and AC Line Cord 23844-00-00R (replaces 50-14000-241R)	\$ 65.00	\$ 455.00
20.00	ZQ52-AUE0000-00	Zebra, Printer, ZQ520,4",BT 4.0,GROUP O	\$ 670.00	\$ 13,400.00
1.00	AC18177-5	Zebra, QUAD Battery Charger (for use with ZQ500, RW420/RW220)	\$ 345.00	\$ 345.00
8.00	P1031365-059	Zebra, ZQ500, 2 cell battery (for use with QLN220,320 or ZQ510,ZQ520)	\$ 72.00	\$ 576.00
55.00	BT SETUP	Set Up Fees - Third Party Hardware	\$ 50.00	\$ 2,750.00

Sign and fax approved quotation to 713.583.9323.

Subject to the applicable terms of your existing contract with Tyler, and for the fees quoted herein, we grant to City of San Angelo, TX : (i) a per-unit license to the software located on the ticket writer hardware provided under this purchase order, and (ii) a per-unit license to access a remote database via the ticket writer hardware, both for your internal business purposes only. We will provide remote database access according to our industry standard hosting terms of service.

Signature _____
 Title _____
 Date _____

Subtotal \$ 89,852.00
 Tax _____
Grand Total \$ 89,852.00

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Quang Nguyen, Project Engineer, Engineering Services, 325-657-4434

Meeting Date: March 21, 2017

Item type: Consent Item

Caption:

Consider awarding RFP No. ES-05-17/REBID - Southland Boulevard Roadway Improvements Phase 1 Project to Reece Albert, Inc. in the amount of \$675,031.24 and authorizing the City Manager or designee to execute any related documents (R. Pehl)

Summary/History:

The Project is for the construction of one additional travel lane on the south side of Southland Blvd, from Sherwood Way to the west side of Sam's Club's access driveway (project limits). Also included are the complete mill and overlay of existing pavement of Southland Blvd, new sidewalk, curb and gutter, and traffic signal at the intersection of Southland Blvd and Sam's Club's access road.

The bid date for the project was originally scheduled for January 31, 2017, however, substantive changes in quantities of materials were found by staff prior to the original bid date so the Request for Proposal was amended and the bid date moved to February 22, 2017.

Financial Impact:

The total contract cost of \$675,031.24 is budgeted within the Street Capital Improvement Funds.

Other Information/Recommendation:

Only one bid was received for the project. The bid was from Reece Albert, Inc., of San Angelo, Texas, in the amount of \$675,031.24. The bid was evaluated by a four-member committee and the committee recommends that the project be awarded to Reece Albert, Inc.

Attachments:

- | | |
|-------------------------------------|---|
| 1. Acknowledgement | Acknowledgement ES-05-17.pdf |
| 2. Reece Albert's Bid | Reece Albert Bid.pdf |
| 3. Committee's Score | ES-05-17 Committee Member Worksheet.pdf |
| 4. Contract Accepting | Contract Accepting.pdf |
| 5. Signed NOI | Signed NOI.pdf |
| 6. Draft Contract Southland Phase 1 | Draft Contract for Southland Phase 1 Project.docx |

Presentation:

Russell Pehl

Approvals/Reviews:

Quang Nguyen
Theresa James

Created/Initiated
Approved

Anthony Wilson
Julia Antilley
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Approved
Final Approval



CITY OF SAN ANGELO
Acknowledgements
RFCSP: ES-05-17/ REBID Southland

	Proposals Received	City	State
1	Reece Albert	San Angelo	Tx
2			
3			

	RFP Invitations Sent To:	City	State
1	Dickson Underground Utility Construction, LLC	San Angelo	TX
2	Darnell Construction, LLC	San Angelo	TX
3	Kiewit Texas Construction	Fort Worth	TX
4	LNV, Inc.	Corpus Christi	TX
5	Price Construction	Big Spring	TX
6	Reece Albert	San Angelo	TX
7	Seidel, Inc.	San Angelo	TX
8	Wright Construction Co., Inc.	Grapevine	TX
9	Jones Bro Dirt & Paving	Odessa	TX

NOTE: Include this form with your Agenda Memo



City of San Angelo
Purchasing Department
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Copy

REECE ALBERT, INC.

Company Name

Price Proposal

RFCSP: ES-05-17/ REBID - Southland Boulevard Roadway Improvements Phase 1

Replaces Pages 21 - 23 of the RFCSP

Pursuant to the Foregoing Notice to Respondents, the undersigned Respondent hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which the proposals, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute an Agreement and Bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to-wit:

BASE BID

No	Item Description	Units	Est Qty	Unit Price	Extended
1	662 6095 WK ZN PAV REMOV (Y)4"(SLD)	LF	136	\$6.29	\$855.44
2	104 6001 REMOVING CONC (PAV)	SY	415	\$18.26	\$7,577.90
3	104 6022 REMOVING CONC (CURB AND GUTTER)	LF	668	\$4.25	\$2,839.00
4	104 6036 REMOVING CONC (SIDEWALK OR RAMP)	SY	66	\$18.21	\$1,201.86
5	496 6004 REMOVE STR (SET)	EA	3	\$1,016.00	\$3,048.00
6	105 6011 REMOVING STAB BASE AND ASPH PAV (2"-6")	SY	120	\$10.17	\$1,220.40
7	677 6001 ELIM EXT PAV MRK & MRKS (4")	LF	11	\$3.54	\$38.94
8	677 6003 ELIM EXT PAV MRK & MRKS (8")	LF	141	\$7.01	\$988.41
9	677 6007 ELIM EXT PAV MRK & MARKS (24")	LF	364	\$20.96	\$7,629.44
10	677 6008 ELIM EXT PAV MRK & MRKS (ARROW)	EA	1	\$209.64	\$209.64
11	667 6012 ELIM EXT PAV MRK & MRKS (WORD)	EA	1	\$209.64	\$209.64
12	110 6001 EXCAVATION (ROADWAY)	CY	685	\$33.41	\$22,885.85
13	132 6001 EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	667	\$37.45	\$24,979.15
14	150 6002 BLADING	HR	25	\$139.00	\$3,475.00

15	247 6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	608	\$90.07	\$54,762.56
16	260 6002	LIME (HYDRATED LIME (SLURRY))	TON	16.79	\$364.71	\$6,123.48
17	260 6027	LIME TRT (EXST MATL)(8")	SY	1,774.48	\$21.16	\$37,548.00
18	310 6005	PRIME COAT (AE-P)	GAL	254.39	\$7.16	\$1,821.43
19	316 6001	ASPH (MULTI OPTION)	GAL	356.14	\$5.85	\$2,083.42
20	316 6224	AGGR(TY-PB GR-4 SAC-B)	CY	10.18	\$344.71	\$3,509.15
21	341 6008	D-GR HMA TY-B PG64-22	TON	156	\$150.92	\$23,543.52
22	341 6031	D-GR HMA TY-C PG76-22	TON	467	\$142.63	\$66,608.21
23	354 6045	PLANE ASPH CONC PAV (2")	SY	3,363.09	\$5.03	\$16,916.34
24	529 6008	CONC CURB & GUTTER (TY II)	LF	511	\$34.50	\$17,629.50
25	530 6004	DRIVEWAYS (CONC)	SY	289	\$163.72	\$47,315.08
26	531 6002	CONC SIDEWALKS (5")	SY	296	\$135.74	\$40,179.04
27	531 6004	CURB RAMPS (TY 1)	EA	4	\$1,812.00	\$7,248.00
28	531 6013	CURB RAMPS (TY 10)	EA	2	\$2,115.00	\$4,230.00
29	5001 6001	GEOGRID BASE REINFORCEMENT (TY I)	SY	1,774.48	\$5.97	\$10,593.65
30	462 6003	CONC BOX CULV (4 FT X 2 FT)	LF	45	\$859.57	\$38,680.65
31	467 6133	SET (TY I)(S= 4 FT)(HW= 2 FT)(4:1) (P)	EA	3	\$3,330.00	\$9,990.00
32	416 6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	6	\$327.46	\$1,964.76
33	416 6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	12	\$523.94	\$6,287.28
34	618 6023	CONDT (PVC) (SCH 40) (2")	LF	14	\$32.75	\$458.50
35	618 6029	CONDT (PVC) (SCH 40) (3")	LF	10	\$39.30	\$393.00
36	618 6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	108	\$45.84	\$4,950.72
37	620 6007	ELEC CONDR (NO.8) BARE	LF	140	\$3.27	\$457.80

38	624 6010	GROUND BOX TY D (162922)W/APRON	EA	1	\$2,292.23	\$2,292.23
39	680 6003	INSTALL HWY TRF SIG (SYSTEM) (*PLAN'S SHEET 48)	EA	1	\$28,816.58	\$28,816.58
40	684 6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	30	\$4.58	\$137.40
41	684 6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	35	\$5.89	\$206.15
42	684 6025	TRF SIG CBL (TY A)(12 AWG)(20 CONDR)	LF	130	\$13.10	\$1,703.00
43	686 6282	RELOC TRF SG PL AM(S)SNGL MST ARM POLE	EA	1	\$7,859.06	\$7,859.06
44	687 6001	PED POLE ASSEMBLY	EA	1	\$2,619.68	\$2,619.68
45	6002 6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	130	\$5.24	\$681.20
46	644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	1	\$782.01	\$782.01
47	644 6070	RELOCATE SM RD SN SUP&AM TY S80	EA	3	\$782.00	\$2,346.00
48	666 6030	REFL PAV MRK TY I (W)8"(DOT)(120MIL)	LF	120	\$1.05	\$126.00
49	666 6036	REFL PAV MRK TY I (W)8"(SLD)(120MIL)	LF	390	\$1.05	\$409.50
50	666 6048	REFL PAV MRK TY I (W)24"(SLD)(120MIL)	LF	1,047	\$1.05	\$1,099.35
51	666 6300	RE PM W/RET REQ TY I (W)4"(BRK)(120MIL)	LF	165	\$0.52	\$85.80
52	666 6315	RE PM W/RET REQ TY I (Y)4"(SLD)(120MIL)	LF	900	\$0.52	\$468.00
53	668 6019	PREFAB PAV MRK TY B (W)(ARROW)	EA	3	\$682.95	\$2,048.85
54	668 6020	PREFAB PAV MRK TY B (W)(DBL ARROW)	EA	2	\$1,365.84	\$2,731.68
55	668 6027	PREFAB PAV MRK TY B (W)(WORD)	EA	3	\$1,003.86	\$3,011.58
56	672 6007	REFL PAV MRKR TY I-C	EA	35	\$2.49	\$87.15
57	672 6009	REFL PAV MRKR TY II-A-A	EA	22	\$2.49	\$54.78
58	160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	803	\$20.92	\$16,798.76
59	164 6027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	803	\$1.53	\$1,228.59
60	168 6001	VEGETATIVE WATERING	MG	16.1	\$52.76	\$849.44

61	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	70	\$49.26	\$3,448.20
62	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	50	\$8.53	\$426.50
63	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	50	\$3.42	\$171.00
64	506 6041	BIODEG EROSN CONT LOGS (INSL) (12")	LF	500	\$6.82	\$3,410.00
65	506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	500	\$1.45	\$725.00
66		MOBILIZATION (10%)	LS	1	\$53,550.00	\$53,550.00
67		BARRICADES	LS	1	\$20,705.00	\$20,705.00
68	CONTINGENCY					\$35,700.00
					Total:	\$675,031.24

In the case of a pricing discrepancy, the Unit Price will prevail.

BASE BID .

Roadway Improvements

Six Hundred Seventy-Five Thousand Thirty-one Dollars and Twenty-four Cents

TOTAL BASE BID \$675,031.24

A Performance Bond and Payment Bond will be required based on the Total Base Bid amount.

Liquidated Damages

Timely completion of this project is necessary to prevent delays in street reconstruction project(s) and to minimize project impact to the public.

Should the Contractor not complete the work at a permitted site within the required time period, the Owner may, at its option, assess a \$565.05 per day delinquent charge against the Contractor, until such time as work at the site is complete. Estimated Completion Time is 208 Calendar Days.

Reservation

Bidder understands the Owner/Agent reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner/Agent and conforms to State and local laws and ordinances pertaining to the letting of construction contracts.

Addendum Acknowledgement

Receipt is hereby acknowledged of the following addenda to the published documents.

Addendum No. 1 dated <u>2-10-17</u>	Received <u>2-10-17</u>
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

Please Print

REECE ALBERT, INC.
Company Name
Mike Schmidt
Signature
MIKE SCHMIDT
Printed Name
VICE PRESIDENT
Title
3001 FOSTER ST.
Address
SAN ANGELO, TX. 76903
City, State Zip Code



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Contractor Contact Information

REECE ALBERT, INC. Please Print

Contact Name:	<i>MIKE SCHMIDT, VICE PRESIDENT</i>	
Mailing Address:	<i>3001 FOSTER ST.</i>	
City, State Zip Code:	<i>SAN ANGELO, TX 76903</i>	
Accounts Receivable Address	<i>P.O. Box 62030</i>	
City, State Zip Code	<i>SAN ANGELO, TX 76906-2030</i>	
Tax ID:	<i>751285072</i>	
Payment Terms:	<i>PER CONTRACT</i>	
Telephone:	<i>325-653-1241</i>	FAX: <i>325-653-6086</i>
Email:	<i>mike@reecealbertinc.com</i>	

Attach IRS W-9 Form (unless currently registered as a City of San Angelo vendor)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

NONE

2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Mike Schmitt
Signature of vendor doing business with the governmental entity

2-20-17
Date

Debarment and Suspension Certification

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

REEVE ALBERT, INC.
Company

Mike Schmidt
By MIKE SCHMIDT

VICE PRESIDENT
Title

3001 FOSTER ST.
Address

SAN ANGELO, TX 76903
City, State Zip

Note: Agents must provide evidence of authority to bind corporation.

Local Preference Consideration Application

Business Name: REECE ALBERT, INC.
Physical Address: 3001 FOSTER ST.
Mailing Address: SAME
City: SAN ANGELO, TX 76903
Zip Code: 76903
Business Type:
☒ Corporation – Indicate state of incorporation TEXAS
☐ Partnership – Indicate "general" or "limited"
☐ Sole proprietorship

Basis For Preference: Check applicable box(s) if physical location of business is within the City Limits of the City of San Angelo.

- ☐ The business is a partnership with residents of the City of San Angelo owning a majority beneficial interest in the partnership (Attach a list of partners with names and addresses).
- ☐ The business is a sole proprietorship owned by a resident of the City of San Angelo (Attach name and address of owner).

Attachments: Describe in writing, and attach supporting documentation, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

REECE ALBERT, INC.
Company Name
Mike Schmidt
Signature
MIKE SCHMIDT
Printed Name
VICE PRESIDENT
Title
3001 FOSTER ST.
Address
SAN ANGELO, TX. 76903
City, State Zip Code



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Vendor Compliance with Reciprocity on Non-Resident Bidders

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident Bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident Bidders in _____ (give state), our principal place of business, are not required to underbid resident bidders.

- B. Our principal place of business or corporate offices are in the State of Texas: ☒.

BIDDER:

(Please print)

REECE ALBERT, INC.
Company Name

Mike Schmidt
Signature

MIKE SCHMIDT
Printed Name

VICE PRESIDENT
Title

3001 FOSTER ST.
Address

SAN ANGELO, TX. 76903
City, State Zip Code



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

REECE ALBERT, INC.
Company Name

City References

List five (5) similar projects that your company has completed for the City of San Angelo. All references shall be for work completed in the last five (5) years.

Reference One

Project Name: PAUL ANN & SMITH BLVD PROJECT
Location: CITY OF SAN ANGELO
Contact Person and Title: COSA ENGINEERING
Telephone Number: 325-657-4201
Scope of Work: EXCAVATION, FLEX BASE, C & G, ASPHALT PAVING
Contract Period: 9-2-2014 TO 9-15-2015

Reference Two

Project Name: 2013 MILL & OVERLAY PROJECT
Location: CITY OF SAN ANGELO
Contact Person and Title: COSA ENGINEERING
Telephone Number: 325-657-4201
Scope of Work: MILL & OVERLAY EXISTING STREETS
Contract Period: 6-14-2013 TO 12-31-2013

Reference Three

Project Name: 50TH STREET / GRAPE CREEK ROAD PROJECT
Location: CITY OF SAN ANGELO
Contact Person and Title: COSA ENGINEERING
Telephone Number: 325-657-4201
Scope of Work: EXCAVATION, LIME/CEMENT STAB. SUBGRADE, FLEX BASE, POWER
Contract Period: 3-30-2011 TO 5-31-2012
COMPACTED CONCRETE PAVING, CURB & GUTTER

* ONLY HAVE 3 SIMILAR PROJECTS COMPLETED FOR THE
CITY OF SAN ANGELO IN THE LAST 5 YEARS.

Reference Four

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

REECE ALBERT, INC.
Company Name

Local Area References

List five (5) similar projects that your company has completed within 150 miles of the City (but not in the City of San Angelo). References should be of similar size and scope of work to this proposal. All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: CITY OF DEL RIO - AMISTAD DRAINAGE IMPROVEMENTS
Location: DEL RIO, TX.
Contact Person and Title: ALEJANDRO GARCIA, P.E. - ASST. CITY ENGINEER
Telephone Number: 830-774-8535
Scope of Work: RECONST. STREET, INSTALL DRAINAGE STRUCTURE
Contract Period: JUNE 2015 TO DEC. 2015
CONTRACT AMOUNT = \$545,138.00

Reference Two

Government/Company Name: TXDOT - REAGAN CO - US 67 - STP 2014(966)
Location: BIG LAKE, TX.
Contact Person and Title: LEWIS NOWLIN, P.E. - JUNCTION AREA ENGINEER
Telephone Number: 325-446-2413
Scope of Work: WIDEN ROADWAY TO INSTALL PASSING LANES, DRAINAGE STRUCTURES
Contract Period: DEC 2014 TO NOV. 2015
CONTRACT AMOUNT = \$4,977,903.00

Reference Three

Government/Company Name: CITY OF MIDLAND - DOUGLAS AVE PAVING & DRAINAGE
Location: MIDLAND, TX.
Contact Person and Title: MATT CARR, P.E. - CITY ENGINEER
Telephone Number: 432-685-7415
Scope of Work: STREET CONSTRUCTION W/ CURB AND STORM DRAIN
Contract Period: APRIL 2015 TO DEC. 2015
CONTRACT AMOUNT = \$1,942,652.00

Reference Four

Government/Company Name: CITY OF DEL RIO - STREET REHABILITATION

Location: DEL RIO, TX.

Contact Person and Title: ALEJANDRO GARCIA, P.E. - ASSIST. CITY ENGINEER

Telephone Number: 830-774-8535

Scope of Work: PAVEMENT STRUCTURE REPAIR, REWORK BASE, ASPHALT PAVING

Contract Period: AUGUST 2015 TO MARCH 2016

Contract Amount: \$2,107,250."

Reference Five

Government/Company Name: CITY OF BIG LAKE - 2014 PAVING PROJECT

Location: BIG LAKE, TX.

Contact Person and Title: JOHN VOLLER, P.E. - PROJECT ENGINEER 325-698-5560

Telephone Number: EXCAVATION, FLEX BASE, CONC. DRIVES, ASPHALT PAVING

~~Contract Period~~ SCOPE DRAINAGE STRUCTURES, CONCRETE PAVING

Contract Period: FEB 2015 TO SEPT 2016

Contract Amount: \$4,760,804"

List of Proposed Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. Respondents are strongly encouraged to explore utilizing area subcontractors and suppliers. Make as many copies of this form as necessary to cover all categories of work.

Category of Work: GENERAL CONTRACTOR

% of Proposed Contract Amount: 75

Business Name: REECE ALBERT, INC.

Contact Name: MIKE SCHMIDT, V.P.

Telephone: 325-653-1241

Address, City, State, Zip: 3001 FOSTER, SAN ANGELO, TX 76903

Category of Work: BARRICADES & SIGNS ***** % of Proposed Contract Amount: 1.2

Business Name: CONTRACTORS SERVICE, LTD

Contact Name: RANDY LLOYD (OWNER)

Telephone: 325-692-4317

Address, City, State, Zip: P.O. BOX 5284, ABILENE, TX 79608

Category of Work: TRAFFIC SIGNAL, ELECTRICAL ***** % of Proposed Contract Amount: 7.4

Business Name: WILLIS ELECTRIC CO. L.P.

Contact Name: WESTON WILLIS

Telephone: 325-698-3444

Address, City, State, Zip: 4242 SAYLES BLVD, ABILENE, TX 79605

Category of Work: MILLING ***** % of Proposed Contract Amount: 1.0

Business Name: DUSTROL, INC.

Contact Name: RANDY WICKE

Telephone: 817-430-3958

Address, City, State, Zip: 2801 HWY 114, FORT WORTH, TX 76177

Category of Work: SEEDING ***** % of Proposed Contract Amount: 0.1

Business Name: INSTA TURF, INC.

Contact Name: CLARICE WILDE

Telephone: 325-650-1487

Address, City, State, Zip: 4233 ST. ANTHONY RD., SAN ANGELO, TX 76905

(OVER)

Category of Work: BASE AND HOT MIX % of Proposed Contract Amount: 8.5

Business Name: CSA MATERIALS

Contact Name: BRIAN BIGGERSTAFF

Telephone: 325-655-4511

Address, City, State, Zip: 3001 FOSTER ST., SAN ANGELO, TX 76903

Category of Work: SEAL COAT AGGREGATE % of Proposed Contract Amount: 0.1

Business Name: VULCAN MATERIALS CO.

Contact Name: OSCAR BENAVIDES

Telephone: 210-241-5041

Address, City, State, Zip: 800 ISOM ROAD, SUITE 300, SAN ANTONIO, TX 78216

Category of Work: CONCRETE MATERIALS % of Proposed Contract Amount: 3.0

Business Name: INGRAM CONCRETE, L.L.C.

Contact Name: BRANON EVANS

Telephone: P.O. BOX 1166, BROWNWOOD, TX 76804

Address, City, State, Zip:

Category of Work: GEO GRID SUPPLIER % of Proposed Contract Amount: 0.8

Business Name: GEO SOLUTIONS

Contact Name: DAVID BULLOCK

Telephone: 940-452-3443

Address, City, State, Zip: 510 FOUNTAIN PARKWAY, STE B, GRAND PRAIRIE, TX 75050

Category of Work: LIME SLURRY SUPPLIER % of Proposed Contract Amount: 0.7

Business Name: LHOIST NORTH AMERICA OF TEXAS, LTD

Contact Name: JIM SCHOLL

Telephone: 830-221-8581

Address, City, State, Zip: 350 APG LANE, NEW BRAUNFELS, TX 78132

Percentages should total to 100%

Category of Work: PAVEMENT MARKING % of Proposed Contract Amount: 2.2
Business Name: BARRICADES UNLIMITED
Contact Name: CHRIS BOUTWELL
Telephone: 806 - 744 - 1520
Address, City, State, Zip: P.O. Box 11001, LUBBOCK, TX. 79408

Category of Work: _____ % of Proposed Contract Amount: _____
Business Name: _____
Contact Name: _____
Telephone: _____
Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____
Business Name: _____
Contact Name: _____
Telephone: _____
Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____
Business Name: _____
Contact Name: _____
Telephone: _____
Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____
Business Name: _____
Contact Name: _____
Telephone: _____
Address, City, State, Zip: _____

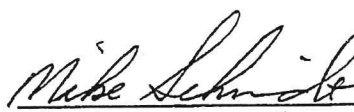
Percentages should total to 100%

Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

☒ I have read and can comply with all contract terms. I am not returning the draft contract.

☐ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

 2-22-17
Signature MIKE SCHMIDT Date
VICE PRESIDENT

AGREEMENT FOR REBID - SOUTHLAND BOULEVARD ROADWAY IMPROVEMENTS PHASE I

BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
AND

RFCSP No. ES-05-17

This Agreement for REBID - Southland Boulevard Roadway Improvements Phase I ("Agreement" or "Contract") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____, a Texas _____ company ("Provider" or "Contractor"), effective as of the _____ day of _____, 2017 (the "Effective Date").

RECITALS

A. City has issued a Request for Competitive Sealed Proposals, RFCSP No. ES-05-17, for construction of an additional east bound lane, surface mill and overlay, curb and gutter construction, sidewalk construction, and traffic signal rehabilitation as specified in the RFCSP No. ES-05-17 and contract documents ("Work" or "Services") and Provider's response thereto ("Response") has been selected as a qualified Response for the provision of Services. Provider reaffirms all averments in Provider's Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

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



The City Of

San Angelo, Texas

Engineering Services Department

72 W College Avenue, San Angelo, TX 76903

Addendum No. 1

TO: ALL PLAN HOLDERS

DATE: February 10, 2017

PROJECT: ES-05-17 SOUTHLAND BOULEVARD ROADWAY
IMPROVEMENTS - PHASE I

The plans of the above referenced project are modified as described below. All bidders shall acknowledge receipt of this and all other addenda on the Bid Form. This addendum becomes a part of the contract documents. All provisions of the original plans, and contract documents shall remain in full force and effect, except as modified by this addendum.

1. Bid Form

Delete pages 21-23 in the ES0517 RFCSP Bid Form. Replace with attached Revised Bid Form, pages 21-23.

- Bid Item 0110 6001 – EXCAVATION (ROADWAY) – Quantity increased to 685
- Bid Item 0341 6008 – D-GR HMA TY-B PG64-22 – Quantity decreased to 156 Tons
- Bid Item 0341 6031 – D-GR HMA TY-C PG76-22 – Quantity decreased to 467 Tons
- Bid Item 0416 6030 – DRILL SHAFT (TRF SIG POLE)(24 IN) – 6 LF added to RFCSP Bid Tab
- Bid Item 0168 6001 – VEGETATIVE WATERING – Quantity increased to 16.1 MG (16,100 gallons)

Remove Section 2.9 Evaluation Criteria on Page 5 of the ES0517 RFCSP form. Replace with attached Revised Section 2.9 Evaluation Criteria.

2. Plans

- a. Plan Sheet 4
Remove and replace with attached Revised Sheet 4.
- b. Plan Sheet 5A
Remove and replace with attached Revised Sheet 5A.
- c. Plan Sheet 6
Remove and replace with attached Revised Sheet 6.
- d. Plan Sheet 31
Remove and replace with attached Revised Sheet 31.

2-10-17
REECE ALBERT, INC.
Mike Schmidt
MIKE SCHMIDT
VICE PRESIDENT

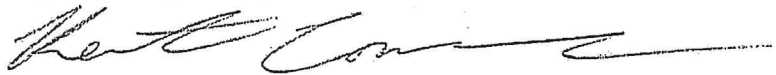
Attachments

1. Contractor Questions and Answers
2. Revised Bid Form
3. Revised Section 2.9 Evaluation Criteria
4. Revised Plan Sheet 4
5. Revised Plan Sheet 5A
6. Revised Plan Sheet 6
7. Revised Plan Sheet 31

Contractor's Questions and Answers

1. Q: The areas used to calculate the Estimates Quantities for the paving items, shown in the Basis of Estimate on plan sheet no. 5A and 6, appear to be grossly inflated. Please review the following items and provide clarification:
 - a. The area for the HMA base course, at the widening, should be approx. 1,040 SY, not 4,381 SY, and the tonnage would be approx. 172 tons.
 - b. The area for the HMA surface course should be approx. 4,381 SY, not 7,744 SY, and the tonnage would be approx. 482 tons.
 - c. The areas and quantities for Prime and Sea Coat are incorrect on the Basis of Estimate on plan sheet no. 5A and 6, but the quantities on the RFCSP Bid Tab have been corrected to be closer to actual.A: The Design Engineer has re-evaluated the plans and agrees with the contractor's estimates for the HMA base and surface estimates and will change Plan Sheets 5A and 6 accordingly. The Bid Tab will also be revised to match the quantities on the plan sheets.
2. Q: The 6 CY of Excavation appears to be way too low. How was this number calculated?
A: The Engineer acknowledges this error and will have an updated quantity for Excavation.
3. Q: Do the concrete driveways also get lime stabilization, Geo-Grid and 12" limestone base course under the concrete?
A: The Engineer has verbally replied stating that the driveways are solely being resurfaced with new concrete.
4. Q: The vegetative watering item is calling for 20 gallons per SY which would be 16,100 gallons or 16.1 MG (MG is 1,000 gallons per TXDOT).
A: The Engineer acknowledges this error in the units and will adjust it accordingly.

Addendum Number One Issued By:
City of San Angelo - Engineering Services Department



Kent Conner, EIT
Project Engineer



Ranking Summary Worksheet
RFCSP: ES-05-17/ REBID Southland

Committee Member 1		
Category	Points	Reece Albert
Cost	55	50.00
Overall Reputation	20	18.00
Past relationship with municipality	5	5.00
Past experience on City/local projects	20	18.00
Total Score	100	91
	Rank	3

Committee Member 2		
Category	Points	Reece Albert
Cost	55	40.00
Overall Reputation	20	18.00
Past relationship with municipality	5	4.00
Past experience on City/local projects	20	18.00
Total Score	100	80
	Rank	3

Committee Member 3		
Category	Points	Reece Albert
Cost	55	55.00
Overall Reputation	20	20.00
Past relationship with municipality	5	5.00
Past experience on City/local projects	20	20.00
Total Score	100	100
	Rank	3

Committee Member 4		
Category	Points	Reece Albert
Cost	55	55.00
Overall Reputation	20	20.00
Past relationship with municipality	5	5.00
Past experience on City/local projects	20	20.00
Total Score	100	100
	Rank	3

Committee Member Summary		
Category	Total Points	Reece Albert
Cost	220	200.00
Overall Reputation	80	76.00
Past relationship with municipality	20	19.00
Past experience on City/local projects	80	76.00
Total Score	400	371.00
	Rank	2

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

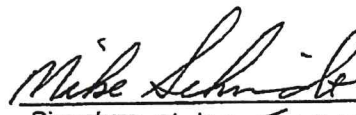
NOTE: Attached this form and the Written Justification to your Agenda Background Memo

Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

☒ I have read and can comply with all contract terms. I am not returning the draft contract.

☐ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

 2-22-17
Signature MIKE SCHMIDT Date
VICE PRESIDENT

**AGREEMENT FOR REBID - SOUTHLAND BOULEVARD ROADWAY
IMPROVEMENTS PHASE I
BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
AND**

RFCSP No. ES-05-17

This Agreement for REBID - Southland Boulevard Roadway Improvements Phase I ("Agreement" or "Contract") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____, a Texas _____ company ("Provider" or "Contractor"), effective as of the _____ day of _____, 2017 (the "Effective Date").

RECITALS

A. City has issued a Request for Competitive Sealed Proposals, RFCSP No. ES-05-17, for construction of an additional east bound lane, surface mill and overlay, curb and gutter construction, sidewalk construction, and traffic signal rehabilitation as specified in the RFCSP No. ES-05-17 and contract documents ("Work" or "Services") and Provider's response thereto ("Response") has been selected as a qualified Response for the provision of Services. Provider reaffirms all averments in Provider's Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

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



The City Of

San Angelo, Texas

Engineering Services Department

72 W College Avenue, San Angelo, TX 76903

NOTICE OF INTENT TO AWARD

ES-05-17/Southland Roadway Improvements Phase 1

03/02/2017

Mr. Mike Schmidt
Reece Albert, Inc.
P.O. Box 62030
San Angelo, TX 76906

Dear Mr. Schmidt:

For the above referenced project, the City of San Angelo, Engineering Department hereby announces an intent to request the City Manager to execute a contract with Reece Albert, Inc. for performance of the work.

Thank you for your bid on this project.

Sincerely,

for 
Kent Conner, EIT
Project Engineer

cc: Russell Pehl, City Engineer
Julia Antilley, Purchasing Manager

Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

_____ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

Signature

Date

**AGREEMENT FOR SOUTHLAND BOULEVARD ROADWAY IMPROVEMENTS
PHASE I
BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
AND**

RFCSP No. ES-05-17

This Agreement for Southland Boulevard Roadway Improvements Phase I (“Agreement” or “Contract”) is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation (“City”) and _____, a Texas _____ company (“Provider” or “Contractor”), effective as of the _____ day of _____, 2017 (the “Effective Date”).

RECITALS

A. City has issued a Request for Competitive Sealed Proposals, RFCSP No. ES-05-17, for construction of an additional east bound lane, surface mill and overlay, curb and gutter construction, sidewalk construction, and traffic signal rehabilitation as specified in the RFCSP No. ES-05-17 and contract documents (“Work” or “Services”) and Provider’s response thereto (“Response”) has been selected as a qualified Response for the provision of Services. Provider reaffirms all averments in Provider’s Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

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

C. Provider’s representative executing this Agreement on behalf of Provider has full and complete authority of Provider’s governing body to bind Provider. The parties intend that this

Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

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

TERMS:

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

2. TIME OF PERFORMANCE: Contractor agrees to substantially complete Work within two hundred and eight (208) consecutive calendar days ("Contract Time") after the date Work commences as established by the Notice to Proceed. Upon Contractor's receipt of the Notice to Proceed from City, Contractor will commence and complete Work in accordance with specifications as set out in Contract Documents. Contractor further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City. Contractor agrees that any extension of the Contract Time agreed to shall not be effective or of any force or effect until and unless in writing, signed by the City Engineer.

3. LIQUIDATED DAMAGES: City and Contractor recognize that the time of performance is of the essence in this Contract and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 2. above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) is, and that Contractor shall pay City as liquidated damages, the sum of FIVE HUNDRED SIXTY-FIVE DOLLARS AND 05/100 (\$565.05) for each calendar day that expires after the time specified in Section 2., or extension thereof as provided in Section 2., until Work is substantially complete.

4. SCOPE OF WORK/SERVICES:

A. Contractor shall be responsible for completing Work described in RFCSP No. ES-05-17, roadway improvement for the construction of a 2-Inch Hot Mix Asphaltic Concrete (HMAC) street widening and overlay of the local roadway, sidewalk, pedestrian improvements, curb and gutter, and stormwater aspects along with grading, base, structures, traffic signal relocation, and signage/pavement markings for approximately 645 linear feet of roadway. The location of the project is along South Boulevard from Sherwood Way (SH67) to the traffic controlled intersection for Sam's Club and Wal-Mart.

B. Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, replacement and installation; and all other Work specified in the technical specification documents and drawings included with the Contract Documents incorporated herein by reference

in Section 7. of this Contract and in accordance with the terms and conditions set forth herein and within those Contract Documents.

C. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the workmanlike manner described in Contract Documents.

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

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

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

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

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

- Request for Competitive Sealed Proposal No. ES-05-17, Southland Boulevard Roadway Improvements, **Exhibit "A"**, attached hereto and made a part hereof.
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP No. ES-05-17, and as of the time this Contract is entered into by Contractor and City. **(By the execution hereof Contractor acknowledges that Contractor has received a copy of all the supplemental documents referenced in Section 5 of RFCSP No. ES-05-17,**

Exhibit “A”, including the TXDOT Standard Specifications, the City of San Angelo Contract Documents and Technical Specifications (“City – Southland Project Manual”), and the LJA Engineering Signed Plans (collectively “Supplemental Documents”), and has had the opportunity to review the same, is familiar with the provisions therein and agrees that all Supplemental Documents constitute a part of this Agreement as if set forth herein verbatim.)

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

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 16. “Resolution of Contract Disputes”, with a purpose to produce the intended results. The interpretations will be based on the following priorities:

- This Agreement for Southland Boulevard Roadway Improvements Phase I;
- RFCSP No. ES-05-17, **Exhibit “A”**;
- City of San Angelo Owner’s Construction General Conditions, **Attachment 1**;
- All Supplemental Documents comprising RFCSP No. ES-05-17;
- Contractor’s Competitive Sealed Proposal, **Exhibit “B”**

8. AUDIT AND INSPECTION RIGHTS:

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

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

9. AWARD OF AGREEMENT: Provider represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of

this Agreement.

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

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

12. INDEMNIFICATION.

A. GENERAL INDEMNIFICATION. Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control, or its employees, agents or sub-providers (collectively referred to as "Provider") (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform services or work to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own gross negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or

omissions of Provider in performing Services under this Agreement.

B. ENVIRONMENTAL INDEMNIFICATION. Provider agrees to indemnify, defend and hold City and its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by local, state or federal environmental agencies or private individuals or entities in connection with or resulting from or arising out of Provider's handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Provider's direction or control of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water contamination. Provider specifically agrees to indemnify, defend and hold harmless City against all claims, damages and liabilities of whatever nature asserted under CERCLA caused by acts or omissions of Provider regardless of when such incident is discovered. Provider shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Provider regardless of when such incident is discovered. It is the intent of the parties that this section shall in no way limit other coverage herein as it may relate to any environmental claim, damage, loss or liability of any kind.

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

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

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

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

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

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

15. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment

or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

16. TERMINATION RIGHTS OF CITY:

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

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

17. NONDISCRIMINATION: Provider represents and warrants to City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

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

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

TO CITY:

City of San Angelo
Attn: Russell Pehl
72 W. College Ave.

TO PROVIDER:

Attn: _____

San Angelo, Texas 76903
Phone: (325) 657-4201

Phone: _____

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

21. WARRANTY:

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

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

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

D. If the Provider does not promptly comply with the terms of such instructions to correct or replace defective Work, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Provider. In such

case, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. Should the remaining contract balance be insufficient to complete the works, Owner will seek reimbursement from the Provider and/or its surety for the damages in excess of the remaining contract balance. If the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Provider within thirty (30) days of written demand for payment accompanied by supporting documentation.

22. MISCELLANEOUS PROVISIONS:

- A.** This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.
- B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- E.** This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.
- F.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to submit to the exclusive jurisdiction of Texas State courts, and federal courts in the Northern District of Texas, and that venue for resolution of any contract dispute shall lie exclusively in Tom Green County, Texas.
- G.** This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

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

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

25. **CONTINGENCY CLAUSE:** City's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

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

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

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

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

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

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

CITY OF SAN ANGELO, TEXAS

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

Date: _____, 2017

PROVIDER:

BY: _____

ITS: _____

Date: _____, 2017

ATTEST:

BY: _____

ITS: _____

APPROVED AS TO CONTENT:

Julia Antilley, Purchasing Manager

APPROVED AS TO FORM:
INSURANCE:

Brandon Dyson, Assistant City Attorney
Manager

APPROVED AS TO CONTENT:

Russell Pehl, City Engineer

APPROVED AS TO

Charles Hagen, Risk

EXHIBIT “A”
CONTRACT FOR SOUTHLAND BOULEVARD ROADWAY IMPROVEMENT

REQUEST FOR COMPETITIVE SEALED PROPOSALS
RFCSP ES-05-17

(Following pages)

EXHIBIT “B”
CONTRACT FOR SOUTHLAND BOULEVARD ROADWAY IMPROVEMENT

CONTRACTOR’S COMPETITIVE SEALED PROPOSAL
RFCSP ES-05-17

(Following pages)

EXHIBIT "C"
SPECIAL INSURANCE RIDER

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

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

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

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

\$ 1,000,000.00	Combined Single Limit
-----------------	-----------------------

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

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

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

Attachment 1

CONTRACT FOR SOUTHLAND BOULEVARD ROADWAY IMPROVEMENT

OWNER'S CONSTRUCTION GENERAL CONDITIONS

(Following pages)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Consent Item

Caption:

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

Summary/History:

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

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

Financial Impact:

N/A

Other Information/Recommendation:

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

Attachments:

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

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

STAFF REPORT



City Council

Meetings:

March 7, 2017
March 21, 2017

To:

Mayor & City Council

From:

Jon James, AICP
Director of Planning and Development Services

Through:

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

Case:

Amendment to PD15-04

Request:

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

Location:

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

Legal

Description:

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

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

Size: 48.2 acres

General Information

Future Land Use: Downtown

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

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

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

Surrounding Zoning / Land Use:

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

District: SMD #3 – Harry Thomas

Neighborhood: Downtown

Thoroughfares/Streets:

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

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

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

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

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

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

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

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

History and Background:

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

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

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

Monument Signage

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

Building, Parking Identification and Wayfinding (Directional) Signage

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

Ordinance Changes Proposed by Applicant

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

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

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

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

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

Analysis:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notification:

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

Planning Commission Recommendation:

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

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

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

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

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

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

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

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

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

Chairperson Valerie Priess opened the meeting for public comment.

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

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

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

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

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

Ms. Guerra affirmed this is the case.

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

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

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

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

Ms. Guerra confirmed this is correct.

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

Staff’s Recommendation:

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

Proposed Conditions:

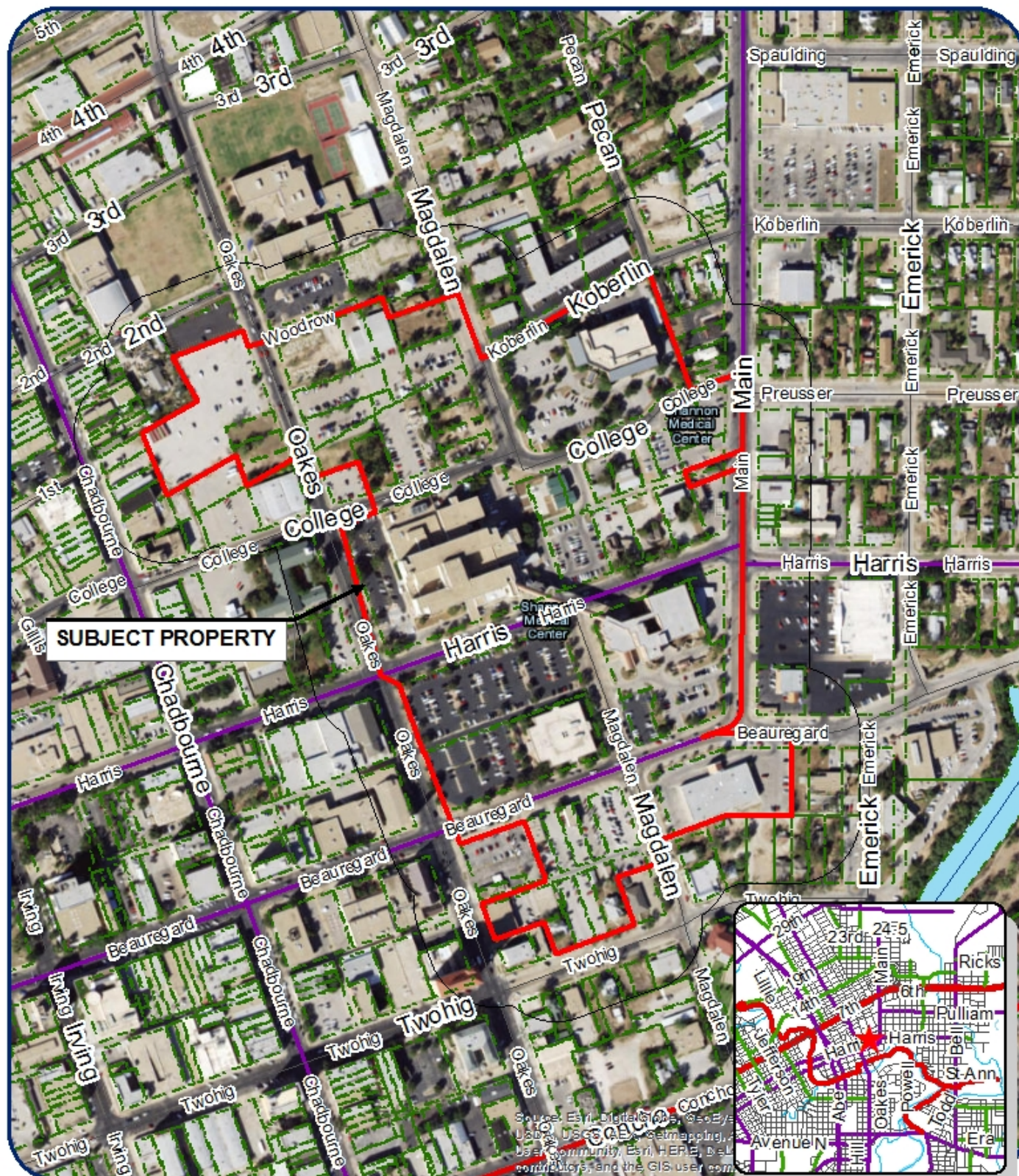
1. The type, location, and number of signs shall be consistent with the approved Master Sign Plan. Building, parking, and wayfinding signs shall not exceed the maximum sign area provisions for monument signs, including number of signs per linear street frontage and maximum sign area per sign, as delineated in the Master Sign Plan and to be reflected in the final wording of the Ordinance text. Signage exceeding three feet in height shall be prohibited within any 15-foot by 15-foot sight triangle at the intersection of two street lines measured from back of curb. Any changes in the proposed type, location, and/or number of signs shall require a new Planned Development (PD) Amendment application and revised Master Sign Plan.
2. No signage shall be located within the future City right-of-way as depicted on “Exhibit D,” at the southwest corner of North Main Street and East Harris Avenue.
3. The applicant will require an Urban Design Review (UDR) for all proposed landscaping and any new construction on the subject properties. As part of the

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

4. An encroachment approval from City Council shall be required to allow for the two existing wayfinding “entrance” and “exit” signs on the north side of Harris Avenue between Oakes Street and Magdalen Street.
5. The applicant will require River Corridor approval for any proposed signage located within the City’s River Corridor.

Attachments:

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



Planned Development Amend. Amendment to PD15-04

Council District: Harry Thomas (SMD #3)

Neighborhood: Downtown

Scale: 1" approx. = 375 ft

Subject Properties: See attached

Legend

Subject Properties: —

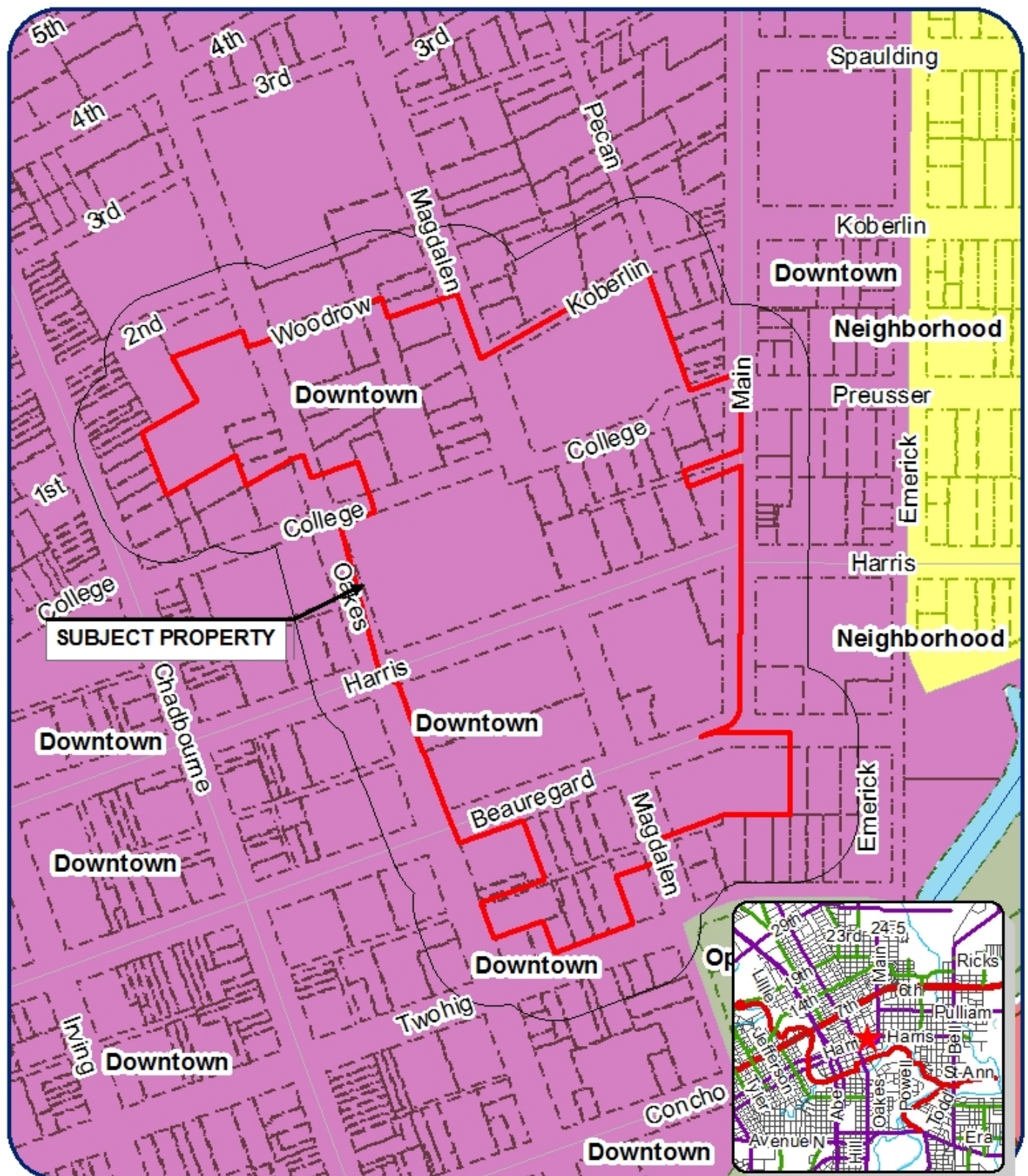
Current Zoning: PD15-04 and CG/CH

Requested Zoning Change: N/A

Vision: Downtown

N





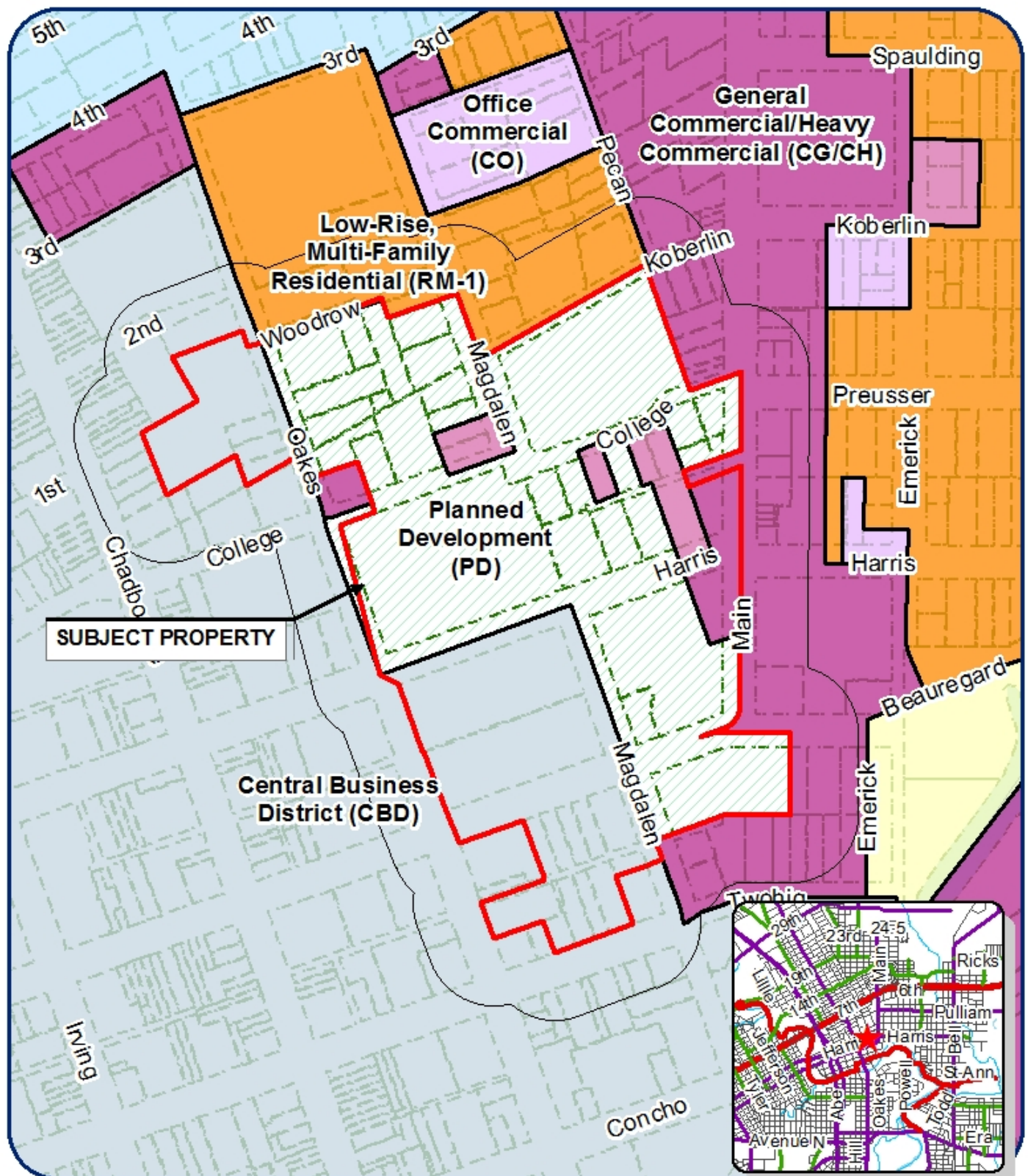
**Planned Development Amend.
Amendment to PD15-04**

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

Legend

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





Planned Development Amend. **Amendment to PD15-04**

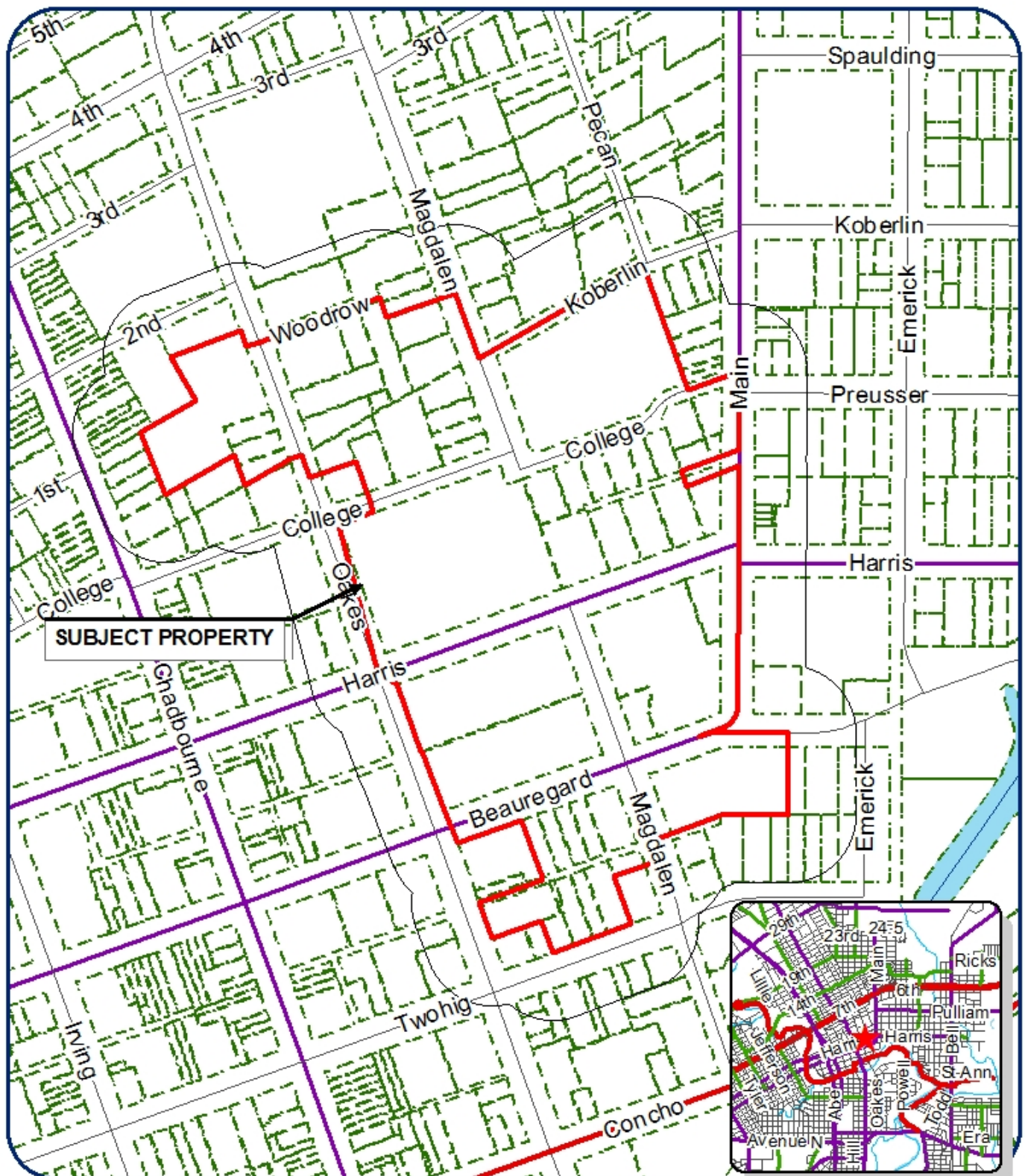
Council District: Harry Thomas (SMD #3)
 Neighborhood: Downtown
 Scale: 1" approx. = 375 ft
 Subject Properties: See attached

Legend

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

N





**Planned Development Amend.
Amendment to PD15-04**

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

Legend

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



Photos of Shannon Downtown Campus

Main Hospital (120 E. Harris Ave.)



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



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



New Medical Office Building (220 E. College Ave)



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



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



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



**Shannon Clinic
(225 E. Beauregard Ave.)**



**Shannon Medical Center
(201 E. Harris Ave)**



**Shannon Clinic
(120 E. Harris Ave)**



**Shannon Storage Facility
(115 Woodrow St.)**



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

(☒)

IN FAVOR

()

IN OPPOSITION

REASON(S) _____

NAME: _____

Legal Oil, Inc.

ADDRESS: _____

424 N. Main

San Angelo, TX 76903

SIGNATURE: _____

David W. Baker

1/17/17

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

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

Please
place
stamp
here

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

(☒)

IN FAVOR

()

IN OPPOSITION

REASON(S) _____

NAME: _____

San Angelo ISD

ADDRESS: _____

1621 University

San Angelo, Tx 76901

SIGNATURE: _____

Jeff Fisher

Asst Sp1

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

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

Please
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AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(X) IN FAVOR

() IN OPPOSITION

REASON(S)

San Angelo needs to support

Shannon Hospital in every

way possible.

NAME: Addison Lee Pflugel

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

SIGNATURE:

Addison Lee Pflugel

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

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

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(X) IN FAVOR () IN OPPOSITION

REASON(S)

A Trusted Community Minded Business
With AN eye to the Future for Down-town.
The Request Fits into the overall P.D.

NAME:

Lance Lacy

ADDRESS:

5118 Knickerbocker Rd.
San Angelo, TX.

SIGNATURE:

Lance Lacy

Amendment to PD15-04: Shannon Medical
property owner number: 314

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

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place
stamp
here

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

(☒)

IN FAVOR

(☐)

IN OPPOSITION

REASON(S) _____

NAME: San Angelo ISD

ADDRESS: 1621 University
San Angelo, TX 76904

SIGNATURE: Jeff Bayler, Asst. Supt.

Amendment to PD15-04: Shannon Medical
property owner number: 60

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

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

() IN FAVOR

(☒)^{MD}
^{MK} IN OPPOSITION

REASON(S) _____

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

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

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

NAME: MARTHA KETCHUM

ADDRESS: 121 EAST TWO#6

SAN ANGELO, TEXAS

SIGNATURE: _____

Martha Ketchum 1/15/10

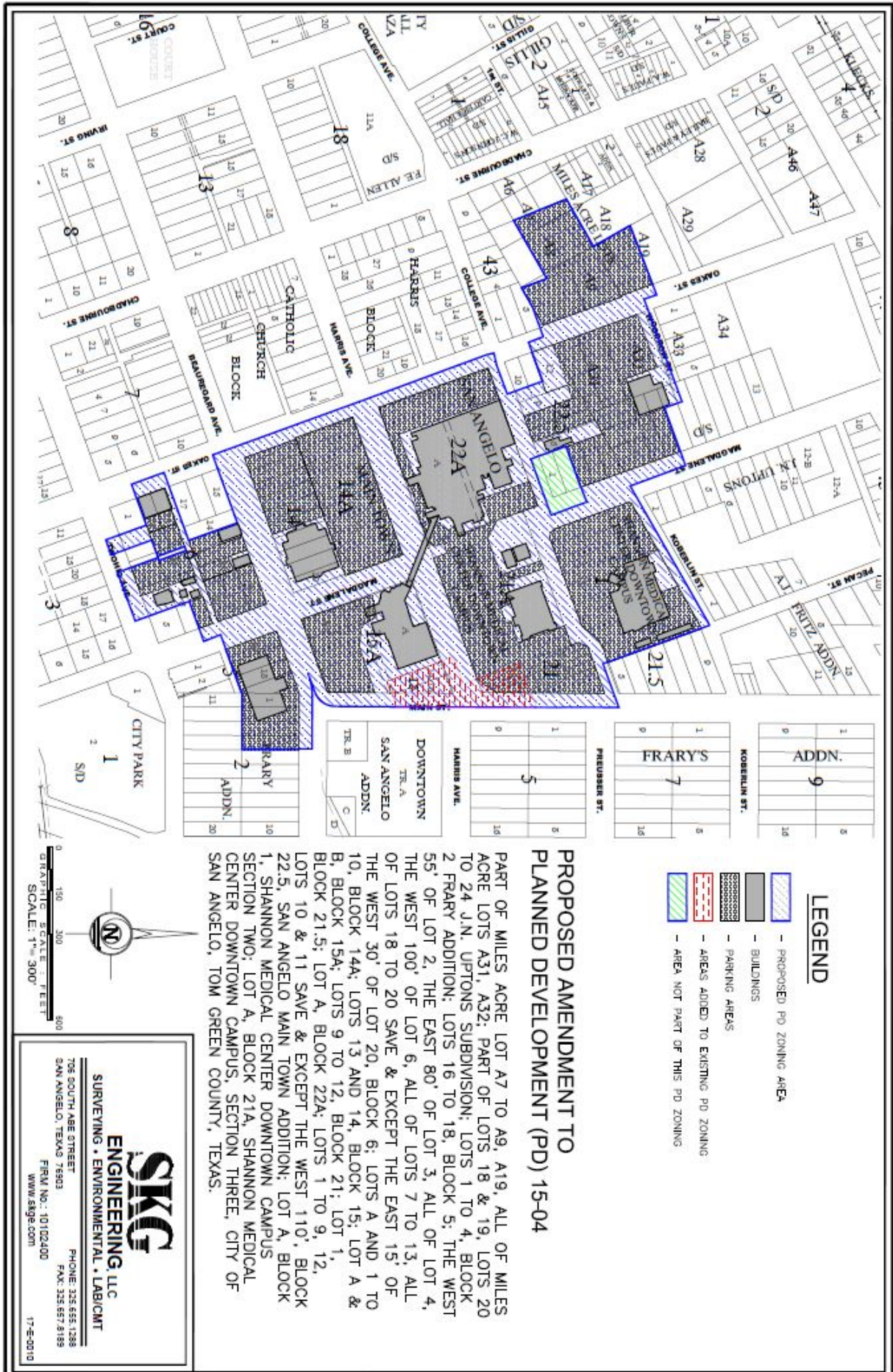
Amendment to PD15-04: Shannon Medical

property owner number: 31

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

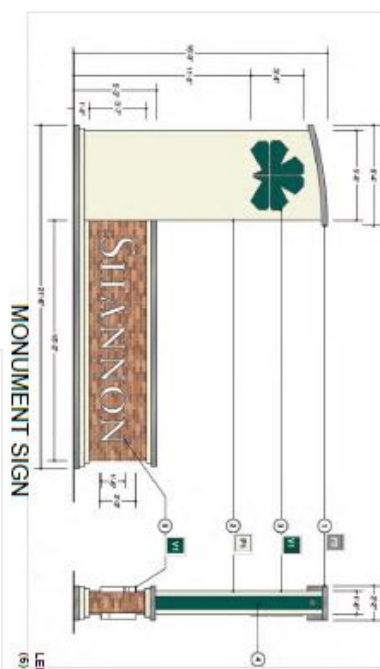
Please

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

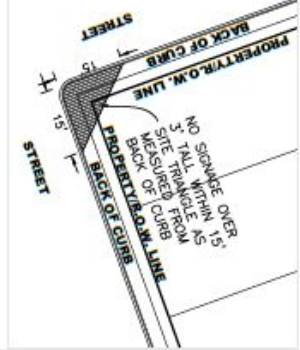


Master Sign Plan (Exhibit "B" of Ordinance)

MASTER SIGNAGE PLAN FOR THE PROPOSED AMENDMENT TO PLANNED DEVELOPMENT (PD) 15-04



LED Internal Illumination:
(6) 8" Street Disk Single Sided



SITE TRIANGLE CLEARANCE

LEGEND

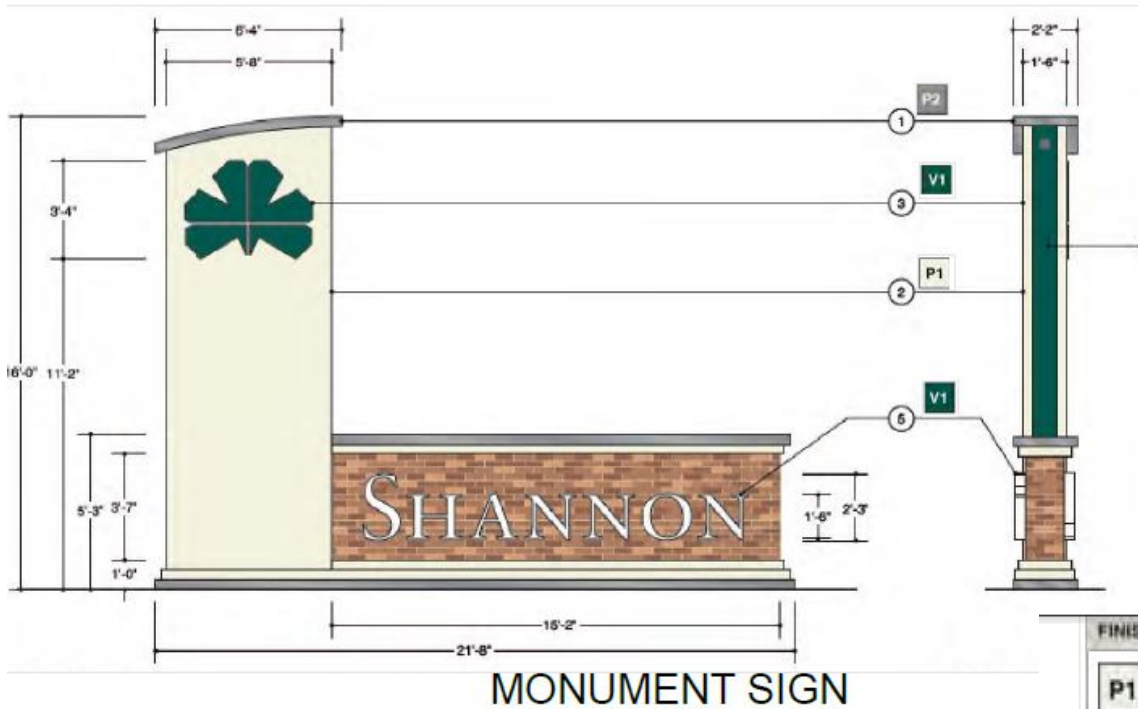
- BUILDINGS
- PARKING AREAS
- MONUMENT SIGN
- BUILDING ID SIGN
- WAYFINDING SIGN
- PARKING LOT ID SIGN
- WAYFINDING SIGN APPROVED FOR ENCROACHMENT INFO

BUILDING ID SIGN



17-E-0010

Sign Details (Exhibit “C” of Ordinance)



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

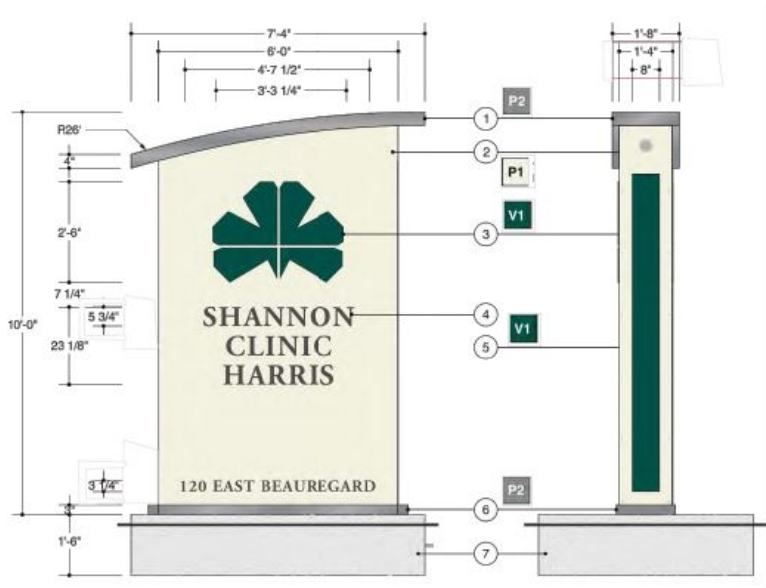
- DETAILS**
1. Fabricated Aluminum Arch, painted to match Berridge Prewheathered Galvalume
 2. Fabricated Aluminum Cabinet with 1/8" Aluminum Faces and Returns, to match Berridge Almond

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

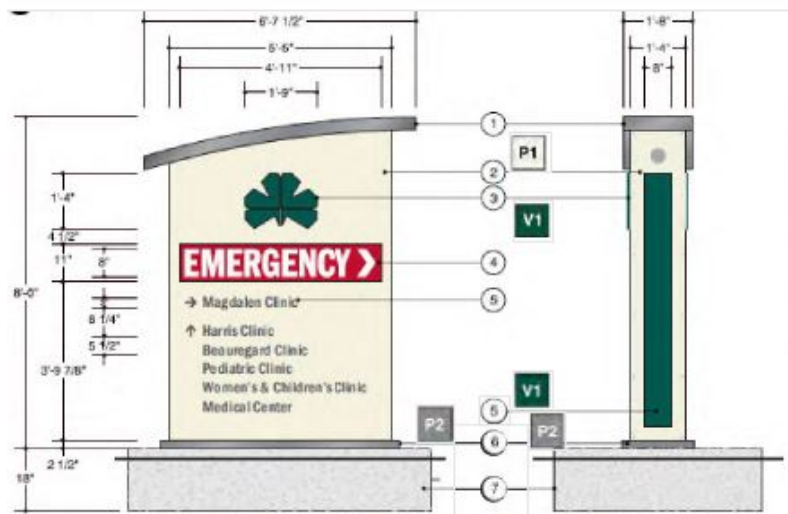
- DETAILS**
1. Fabricated Aluminum Arch, painted to match Berridge Prewheathered Galvalume
 2. Fabricated Aluminum Cabinet with 1/8" Aluminum Faces and Returns, to match Berridge Almond
 3. Illuminated Push-Thru Logomark with Oracal 8800-060 Prem. Cast Translucent Dark Green Vinyl (to match PMS Green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

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

Sign Details (Exhibit “C” of Ordinance)



BUILDING ID SIGN



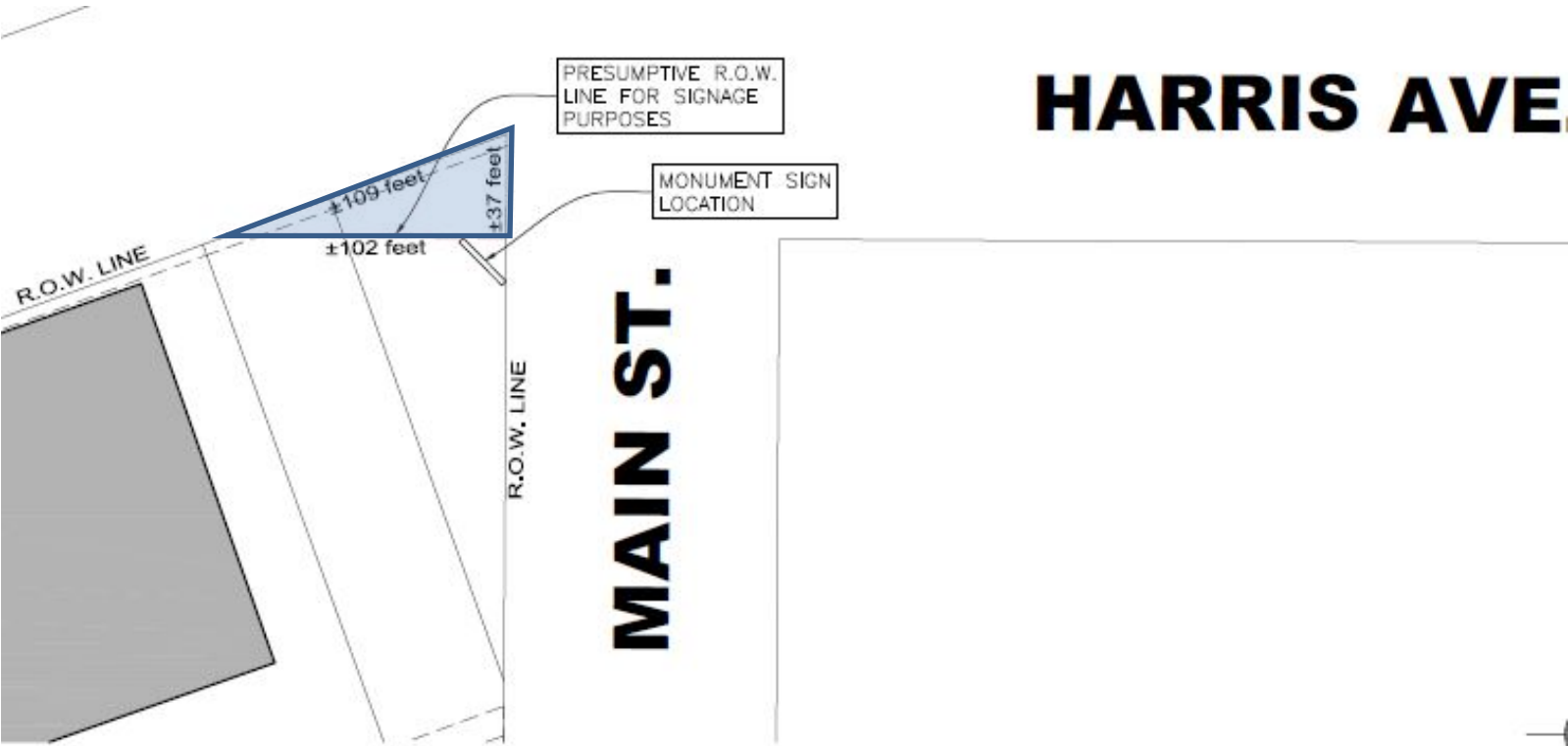
WAYFINDING SIGN

Illumination Sample

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



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



City of San Angelo, Texas
Planning Division

Application for Approval of a ZONE CHANGE

Name of Applicant(s): Shannon Medical Center

☒ Owner - Authorized Representative (Affidavit required)

Mailing Address: PO Box 1879 Telephone: 325.657.8233

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

Subject Property Address and/or Location*:

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

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

Legal Description*:

(see attached)

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

Existing Use of Property: Business

Proposed Use of Property: Related services of Shannon Medical Center

Requested Zone Change: PD (Planned Development)

* use attachment, if necessary

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

[Signature]
Signature

12-21-16
Date

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

OFFICE USE ONLY <u>Amendment to</u>	
Case no.: <u>PD 15-04</u>	L R M
Received by: <u>Jeff Fisher</u>	Date of application: <u>12/21/2016</u>
Nonrefundable application fee: <u>\$225.00</u>	☒ - walk-in ☐ - by mail
Sign deposit: <u>\$</u>	Date paid: <u>12/21/2016</u>
Affidavit attached? ☒ yes ☐ no - N/A	Applicant's signature on information sheet? <u>-</u>
Previous Zone Change Inquiry? <u>- yes - no</u>	If yes, ZCI case no.: <u>-</u>
River Corridor Commission? <u>- yes - no</u>	If yes, RCC meeting date: <u>-</u>
Planning Commission hearing date: <u>1/23/17</u>	Date notifications due: <u>-</u>
City Council hearing date: <u>2/21/17</u>	Packets due date: <u>-</u> Publication date: <u>-</u>

3/7/17

City of San Angelo, Texas
Department of Planning
Important Information Regarding Zone Change Requests

Please read the following and sign below.

1. An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner.
2. No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.
3. If approved, **a zone change is applied to the property, not the property owner.**
4. The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.
5. If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.
6. Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.
7. One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.
8. If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If the Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.
9. The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We have read and understand the preceding information.


Signature

12-21-16
Date

OFFICE USE ONLY <i>Amendment to</i>		
Case no.: <i>PD 15-04</i>	Date of application: <i>12/21/2016</i>	Received by: <i>Jeff Fisher</i>

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

RE: Amendment to PD15-04: Shannon Medical Center

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

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

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

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

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

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

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

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

SEVERABILITY:

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

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

PENALTY:

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

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

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

- C. Parking garages. Such use provides for a multi-story structure for parking for the exclusive use of staff, trainees, patients, and their visitors.
- D. Housing facilities for staff or trainees. Such use shall provide living quarters for the exclusive use of staff and/or trainees.
- E. Housing facilities for visiting family of patients. Such use provides short-term (less than 30 days) living quarters for the visiting family of patients in care.
- F. Accessory uses. Such uses shall be functionally connected with the operation of a medical facilities campus and therefore are approved for the property previously described, so long as they remain “accessory” as defined in SECTION 8 below:
 - I. parking for emergency vehicles that service the medical facilities;
 - II. offices to serve the allowed uses of the medical campus for the exclusive use of staff and/or trainees;
 - III. laboratories for the exclusive use of staff and/or trainees;
 - IV. teaching facilities for the exclusive use of staff and/or trainees;
 - V. maintenance facilities to service the medical campus for the exclusive use of staff and/or trainees;
 - VI. food and beverage sales to exclusively service staff, trainees, patients, and their visitors;
 - VII. retail goods sales to exclusively service staff, trainees, patients, and their visitors;
 - VIII. religious institutions and services to service staff, trainees, patients, and their visitors;
 - IX. day care to provide care, protection, and supervision for children and/or adults to exclusively service staff, trainees, patients, and their visitors; and;
 - X. meeting areas for medical-related discussion.

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

- A. Building facades shall be consistent and unified in architectural style, color palette, materials, and detailed ornamental features as detailed in Exhibit A.
- B. Building entrances shall be clearly defined through architectural details, materials, and/or ornamental features, and highly visible.
- C. Exterior materials shall be limited to the following:
 - 1. Brick;
 - 2. Stucco (cementitious finish only);
 - 3. Architectural concrete masonry;
 - 4. Hardiplank or similar cementitious siding;
 - 5. Field stone, ledge stone, or other native veneer;
 - 6. Cast stone (for lintels, trim elements, and ornamentation); and
 - 7. Metal (for beams, lintels, trim elements, siding, and ornamentation).
- D. Additional building façade material types may be approved at the discretion of the Director of the Planning & Development Department, or his/her designee.

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

- A. Maximum floor area ratio for each lot shall not exceed 4.0.
- B. Setbacks (front, side, and rear) for all structures shall be 0 feet, or 10' if abutting a residential district or use.
- C. Outdoor storage shall not exceed 5 percent of the total area of each lot.
- D. The following features shall be reasonably screened from street right-of-way:
 - 1. Outdoor storage; and
 - 2. Mechanical equipment greater than 10 square feet in size.
- E. The following features shall be at least partially screened from street view by landscaping (as detailed in SECTION 11), by benches and other street furniture, or by the use of landscaping along with berms, walls, or decorative fences, as approved by the Planning Director:
 - 1. Water quality control facilities;
 - 2. Stormwater drainage facilities;
 - 3. Metal buildings less than 1200 square feet; and
 - 4. Areas where vehicles are moved, loaded, or stored.

- F. Screening shall be of a natural material coordinating with building facades shown in Exhibit A and listed in Section 6.C. of this ordinance or landscaping as detailed in SECTION 11 of this ordinance.
- G. Metal buildings less than 1200 square feet shall be allowed.
- H. Opaque metal fences shall not be allowed.
- I. **Decorative metal fencing shall be allowed.**

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

- A. Hospitals: 1 parking space per 4 patient beds, and 1 parking space per staff doctor, and 1 parking space per 4 employees.
- B. Medical office buildings: 1 parking space per 300 square feet.
- C. Housing facilities for staff or trainees: 1 parking space per residential unit.
- D. Housing facilities for visiting families of patients: 1 parking space per residential unit.
- E. Accessory uses shall not require off-street parking.

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

- A. Every nonresidential building having at least 20,000 square feet of gross floor area shall have a minimum of one off-street loading space, with one additional off-street loading space for each additional 60,000 square feet of gross floor area or major fraction thereof.
- B. Each required off-street loading space shall be not less than 10' in width, 45' in length, and 14' in height.
- C. Each required off-street loading space shall be located entirely outside of public rights-of-way for streets and alleys and on the same block as the building to which it is accessory.
- D. No open area in a required off-street loading area shall be consistently encroached upon by another use.

- E. In no case shall off-street parking spaces be used to satisfy off-street loading space requirements.
- F. Off-street loading space off of an alley shall not requiring screening as detailed in Section 7.E.

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

- I. Freestanding pole signs shall not be permitted.
- II. Freestanding signs shall not exceed 30 feet in height or 220 square feet in area.
- III. All signage shall be of materials and colors as shown in **Exhibit C** or of a natural material and color coordinating with building facades and listed in Section 6.C. of this ordinance.
- IV. All signage may be internally illuminated.
- V. No signage shall be located within the future City right-of-way as depicted on **Exhibit D (Future Right-Of-Way)**, at the southwest corner of North Main Street and East Harris Avenue.
- VI. Freestanding signs (including Monument, Wayfinding, Building ID, and Parking Lot ID Signs)
 - I. maximum signage area shall not exceed 2.0 square feet per 1 linear foot of street frontage per lot;
 - II. may be placed at any angle relative to the property line;
 - III. must be set back at least 5 feet from an internal side lot line;
 - IV. may set adjacent to any right-of-way edge;
 - V. shall not exceed 20 feet in height if placed within 10 feet of any right-of-way pavement edge;
 - VI. signage exceeding three feet in height shall be prohibited within any 15-foot by 15-foot sight triangle at the intersection of two street lines measured from back of curb.

- VII. Attached signs (canopy, awning, fascia, projecting, sloping roof signs):
- I. maximum signage area may be up to 25 percent of the area of the wall to which the sign(s) is(are) attached;
 - II. shall not extend more than 5 feet above the roofline of the building to which it is attached;
 - III. shall not extend more than 5 feet above the top of the wall to which it is attached;
 - IV. signs projecting over any public rights-of-way that are larger than 16 square feet must be approved by the City Council after notice and public hearing to consider any potentially detrimental effects;
 - V. signs projecting over the public rights-of-way that are less than 16 square feet shall maintain a distance of at least 18 inches from the curb line or street edge, if no curb exists;
 - VI. signs projecting over the public rights-of-way that are less than 16 square feet shall maintain a minimum height of 9 feet from the grade level to the bottom of the sign.
- VIII. Any changes in the proposed type, location, and/or number of signs shall require a new Planned Development (PD) Amendment application and revised Master Sign Plan.

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

- A. Xeriscaping and water use reduction strategies shall be incorporated into overall landscape design through the use of drought tolerant plant species native and well suited to West Texas.
- B. Landscaped areas may include planters, brick, stone, natural forms, or other landscape features that provide a park-like setting.
- C. Landscaped areas, or plants, adjacent to pavement must be protected with a concrete curb or equivalent barrier such as:
 - 1. Asphalt curbs;
 - 2. Railroad ties (anchored);
 - 3. Rock or stone curbs (anchored); or
 - 4. Wheelstops (anchored).

- D. Landscaping plant material shall be of healthy stock, be native or naturalized, and have low water requirements.
- E. Dying or diseased landscaping plant material shall be replaced with a healthy plant material.
- F. Adequate soil depth and width to encourage healthy growth shall be provided.
- G. Shannon Medical Center Downtown shall be responsible for the irrigation of required landscape areas and plant materials, utilizing one or a combination of the following methods:
 - 1. An automatic or manual underground irrigation system;
 - 2. A drip irrigation system;
 - 3. A rainwater capture system or equivalent; or
 - 4. Any other comparable method.
- H. Landscaped areas planted with native grasses and wildflowers may use a temporary and above ground irrigation system and shall be required to provide irrigation only for the first growing season.
- I. Irrigation methods used shall:
 - 1. Provide a moisture level in an amount and frequency adequate to sustain growth of the plant material on a permanent basis; and
 - 2. Be maintained and kept operational at all times to provide for efficient water distribution.
- J. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
- K. On-ground parking lots shall have no less than 5 percent of the square footage landscaped.
- L. Parking lot landscaping shall be located within the boundaries of the parking lot area as follows:
 - 1. Landscaping boundaries;
 - 2. Landscaping medians;
 - 3. Landscaping islands; or
 - 4. Landscaping peninsulas.
- M. All landscaping plants located in or immediately adjacent to vehicular use areas shall, at maturity, be as follows:

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

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

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

THE CITY OF SAN ANGELO

by: _____
Dwain Morrison, Mayor

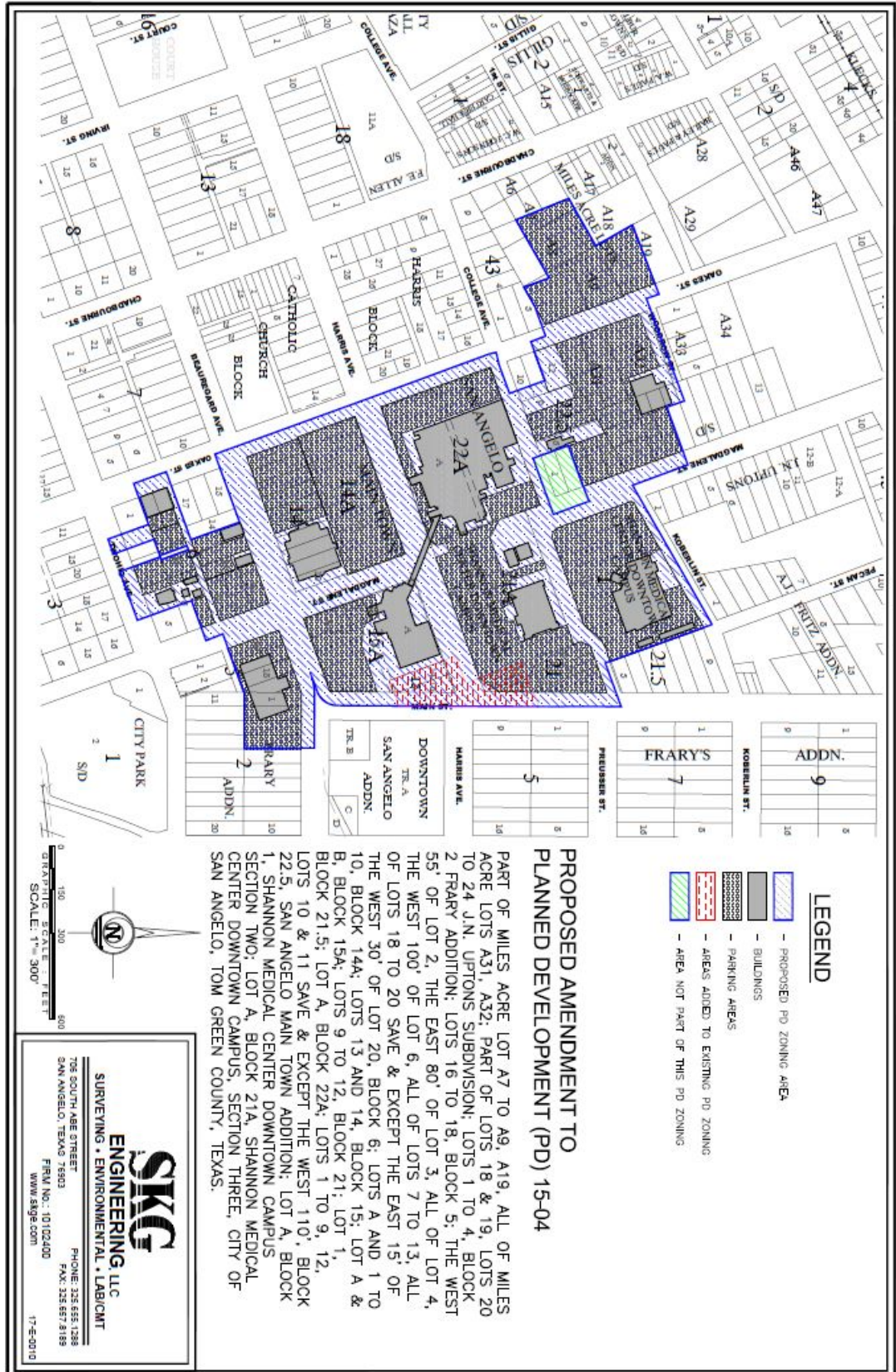
ATTEST:

by: _____
Bryan Kendrick, City Clerk

Approved As To Form:

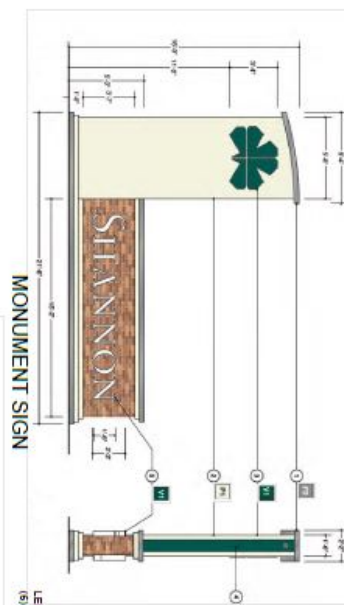
by: _____
Theresa James, City Attorney

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

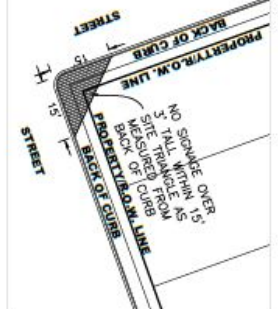


Master Sign Plan (Exhibit "B" of Ordinance)

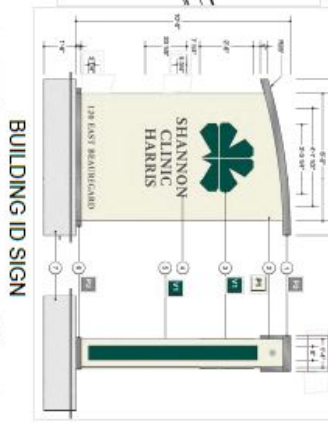
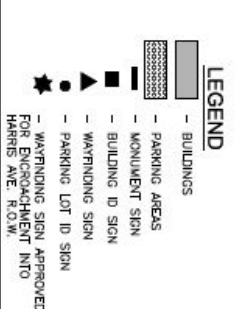
MASTER SIGNAGE PLAN FOR THE PROPOSED AMENDMENT TO PLANNED DEVELOPMENT (PD) 15-04



- LEO Internal Illumination:**
(6) 8' Street Side Single Sided
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SITE TRIANGLE CLEARANCE

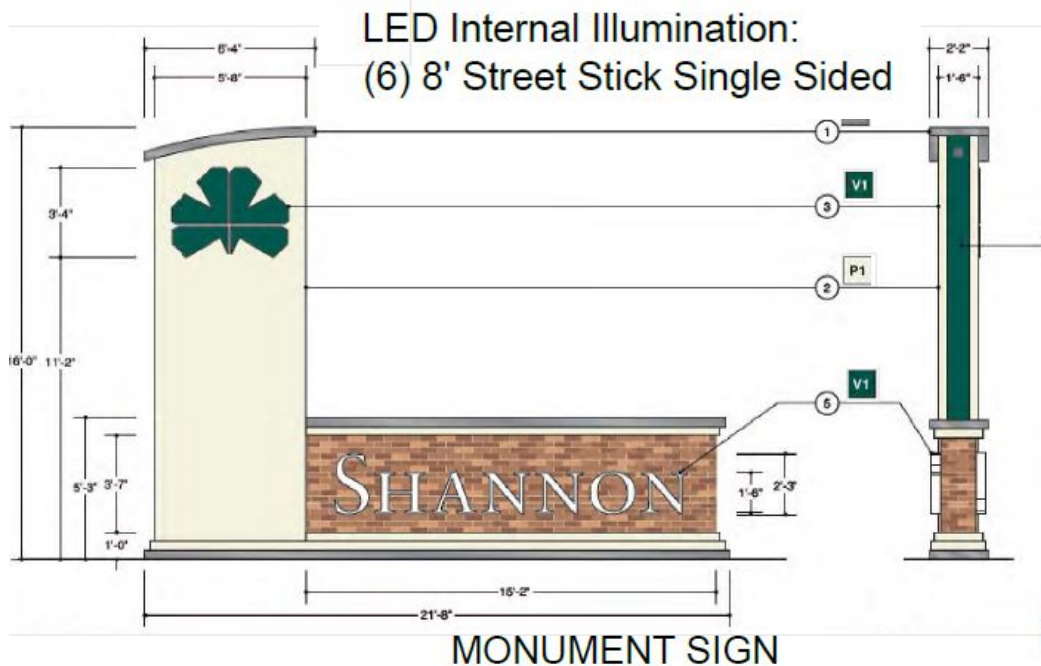


BUILDING ID SIGN



WAYFINDING SIGN

Sign Details (Exhibit "C" of Ordinance)

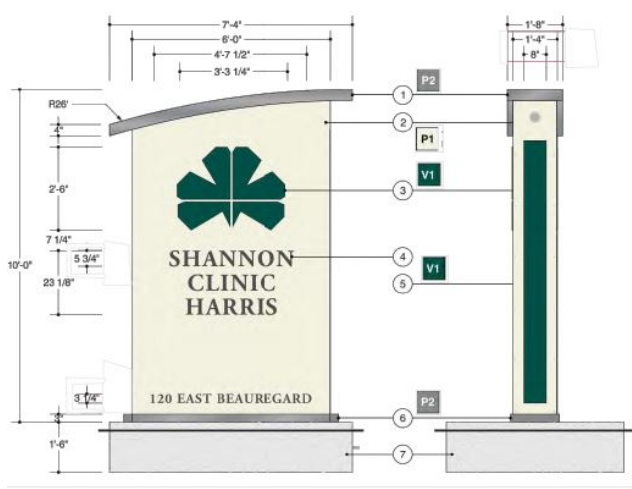


FINISHES AND MATERIALS	
P1	to match Berridge Almond
P2	to match Berridge Preweathered Galvalume
V1	Oracal 8800-060 Prem. Cast Translucent Dark Green (to match PMS Green 3292)
V2	Oracal 8300-073 Transparent Dark Grey

DETAILS

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

Sign Details (Exhibit "C" of Ordinance)



BUILDING ID SIGN



WAYFINDING SIGN

FINISHES AND MATERIALS

P1	to match Berridge Almond
P2	to match Berridge Preweathered Galvalume
V1	Oracal 8800-060 Prem. Cast Translucent Dark Green (to match PMS Green 3292)
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7. Spread Foot Concrete Base,

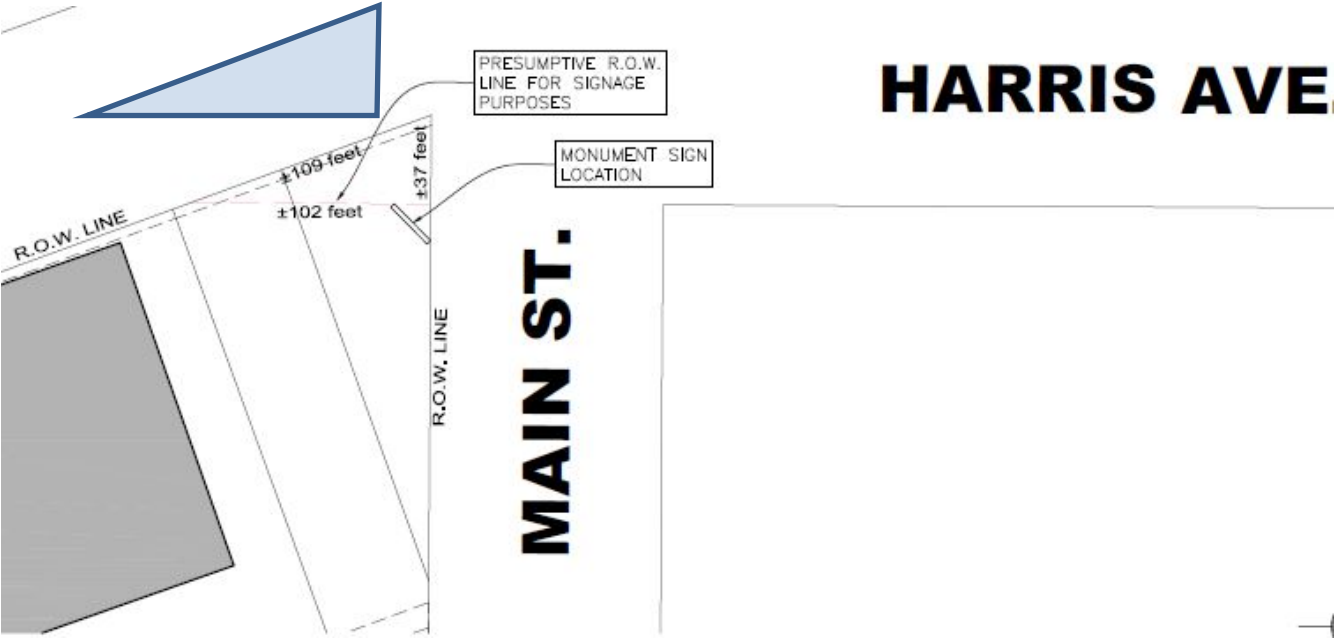
Illumination Sample

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



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

“D”





Convention & Visitors Bureau 4th Quarter Report for 2016

March 21, 2017

SAN ANGELO
Downhome ~ Uptown ~ Goodtimes
CONVENTION AND VISITORS BUREAU



Convention & Visitors Bureau

Activity 4th Quarter

- Assisted with 20 conventions, meetings, sporting events or motor coach tours.
- Projected out of town attendance: 11,679
- Projected attendance: 87,334
- Projected room nights: 1,741
- Average length of days spent: 3 days
- Total economic impact: \$3,773,070



Activity 4th Quarter - Media Assists

- American Roads & Global Highways
 - Fall Issue 2016– Historic Fort Concho
 - Fall Issue 2016– Miss. Hattie's
- Dallas Morning News
 - 11/13/16 – M.L. Leddy's, Miss. Hattie's, International Water Lily Garden (Value – Over \$50,000)
- Texas Highways
 - November – Elmer Kelton statue at the Stephens Library and availability of Kelton books at the Cactus Book Store and Eggemeyers.
 - November – The inside back cover with the print version of the “Daytripper” Chet Garner story on San Angelo.



Activity 4th Quarter - Tradeshows

- October - Albuquerque Balloon Fiesta
 - with Team Texas Co-Op. Market: Leisure Travel. Staff: Lana Arrott
- October – Meeting Planner Int'l: Texas Education Conference
 - Market: Association. Staff: Suzanna Aguirre
- November – Connect Texas
 - Market: Association. Staff: Suzanna Aguirre



Advertising

- Print
 - Billboard
 - Facebook/Google
 - Television
-
- 26,153 requests from advertising through 4th Quarter



Advertising

Texas Travel Guide
Travel Host
Texas Highways
Authentic Texas
Texas Calendar
Events
Texas Monthly



Fall Fun!

Riverfest, September, 16-17

Cowboy Gathering, September, 9-10

Roping Fiesta, October, 28-30

Lilyfest, September, 24th

SAN ANGELO
Downhome ~ Uptown ~ Goodtimes
CONVENTION AND VISITORS BUREAU

VisitSanAngelo.org

The graphic is a collage of four photographs: a woman playing a violin by a river, a man in a cowboy hat playing a double bass, a cowboy roping a horse, and pink lilies. It includes a wooden star of Texas and the San Angelo Convention and Visitors Bureau logo.



Hotel Update

- YTD occupancy: -4.2%

2015: 48.4%

2016: 46.4%

- YTD Demand: +8.5

2015: 909,535

2016: 1,029,665

*Hotel demand was up 9 consecutive months, ending the year up 8.5%

- YTD Average Daily Rate: -20.3

2015: \$86.27

2016: \$68.73

- 33 properties with 2,821



4th Quarter - Events/Groups

- En Plein Air – 8 days
- Sun City Tours/Greenline Tours
- San Angelo Roping Fiesta
- Old Chicken Farm Art Center Annual Open House
- Christmas at Old Fort Concho
- Concho Christmas Celebration Christmas Lights



Concho Christmas 2016

- 22 years of lights on the river
- Out of town surveys – 1,245
- Visitors from 236 other cities and 18 other states
- Top 5 cities: Eldorado, Abilene, Ballinger, Midland, and Sonora
- Top 5 states: New Mexico, Oklahoma, California, Kansas, Maryland
- Total hotel room nights: 357, camping nights: 51, friends and family: 1153



Through 4th Qtr. 2016 Visitor Center Sign-Ins

Top 10 Texas cities (in descending order)

- Houston
- Austin
- Georgetown
- San Antonio
- Abilene
- Odessa
- Dallas
- Lubbock
- Sugarland
- Midland



Through 4rd Qtr. 2016 Visitor Center Sign-Ins

Top 6 out-of-state

- California
- Florida
- New Mexico
- Colorado
- Pennsylvania
- Louisiana

Top International

- United Kingdom
- Australia
- France
- Falkland Islands
- Holland
- China



Summary of 2016

- Visitor Center registered guests were up 5% over 2015. We had visitors from every state, 41 other countries, and 467 other Texas cities.
- Grew motor coach tour room nights by 64% over 2015
- Advertising grew 10% over 2015 ending the year with 32,500 requests for further information on San Angelo.



Awards

- Convention South Media Group

- 2016 Readers' Choice Award

Selected by meeting planners for exhibiting excellence, creativity and professionalism in the meetings and conventions industry.

- Texas Hotel Lodging Association –

- City of the month award for March 2017





Chamber of Commerce Report to City Council

March 22, 2017

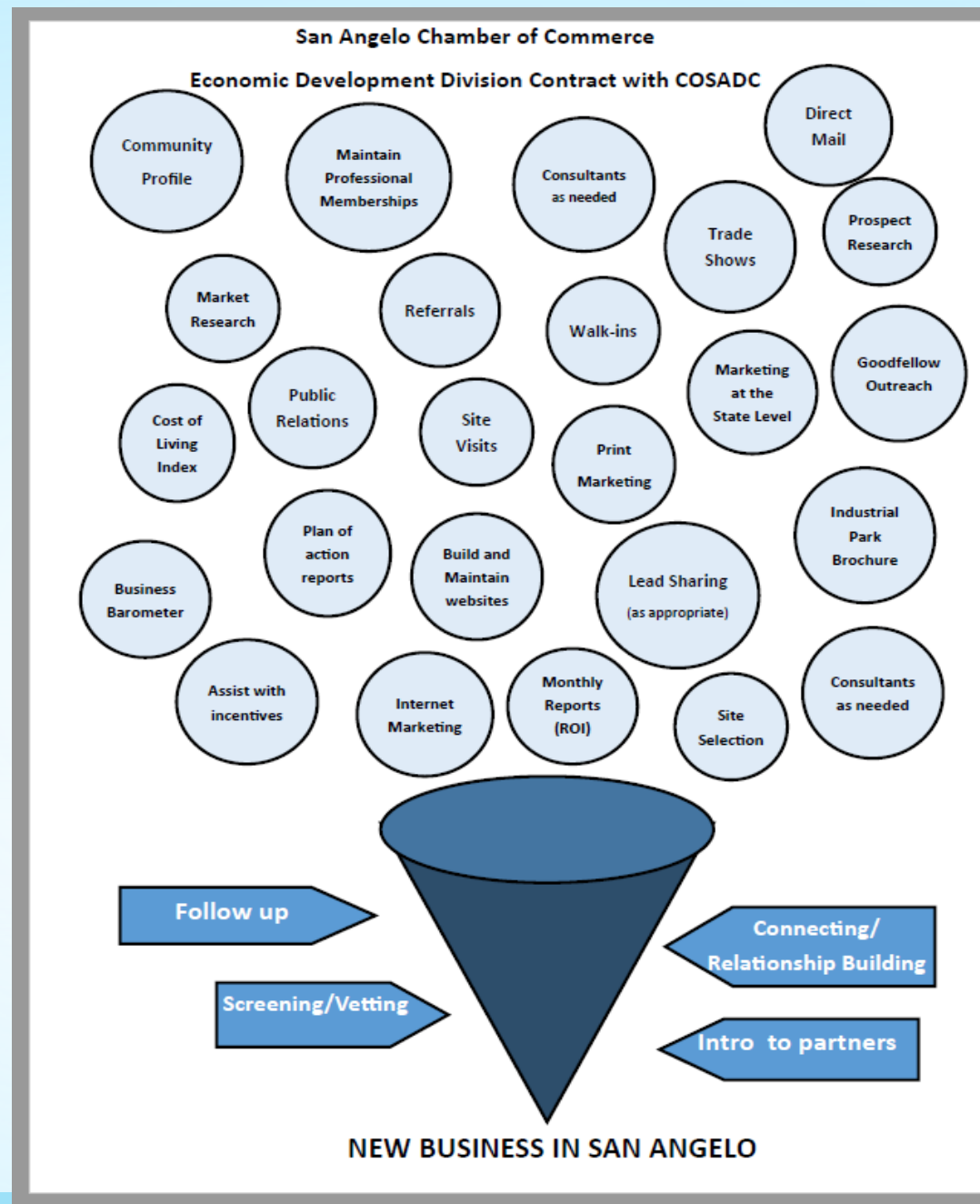


Objectives of the San Angelo Chamber Economic Development Department

- JOB GROWTH
- WAGE GROWTH
- NEW BUSINESS FORMATION
- NOW CORPORATE ATTRACTION
- EXISTING BUSINESS EXPANSION



Community Profile
Maintain professional relationships
Market Research
Cost of Living Index
Public Relations
Plan of action reports
Business Barometer
Assist with incentives
Internet marketing
Referrals
Site visits
Build and maintain website



Monthly reports
Consultants as needed
Walk-ins
Print Marketing
Lead Sharing
Site Selection Assistance
Attend Trade Shows
Marketing at the state level
Industrial Park Brochure
Consultants as needed
Goodfellow outreach
Direct Mailers
Prospect Research



2016 RECRUITED COMPANIES

- Three (3) new businesses recruited to San Angelo in 2016
- Two (2) from out of the region
- One (1) from out of state
- Economic Impact of \$21,500,000



2016 MARKETING REVIEW

- Attended four (4) out of town manufacturing tradeshow – Dallas, Kansas City, Grapevine, Las Vegas
- Call trip to Illinois to visit manufacturing prospects and call on leads
- Initiated a total of twelve (12) new prospect company contacts
- Hosted six (6) prospective companies to San Angelo
- Five (5) facilities were toured including Industrial Park



2017 RECRUITMENT PROSPECTS

- Chamber Economic Development Department is presently working with seven (7) prospective services and manufacturing companies
- Two (2) have committed but will announce later as operations move to full capacity
- Three (3) have toured San Angelo facilities and met with economic development partners



2017 TARGETED INDUSTRIAL SECTORS

- Biotech/Medical Manufacturing - One (1) prospective employer engaged
- Trucking/Warehouse/Distribution - One (1) prospect engaged
- Food production/Pet food - One (1) prospect engaged
- Aviation (Maintenance, Repair, Operations) - One (1) prospect engaged
- Vehicle parts fabrication (trailer/engine/chassis) - Two (2) prospects engaged
- Heavy Industry Components Fabrication – Two (2) prospects engaged
- General Manufacturing – One (1) prospect engaged



ACTIVELY ENGAGED PROSPECTS

PROJECT NAME	INDUSTRY TYPE	SOURCE
Project LUK	Contact Center	Chamber call
Project GRANITE	Manufacturing	DRC meeting/Chamber attend
Project PAK	Manufacturing	Chamber call
Project WING	Services	Chamber call
Project KTZ	Service/Assembly/Repair	Chamber call
Project MED	Manufacturing	COSADC referral
Project V-TECH	Manufacturing	Trade Show



2017 COMMUNITY PROFILE




















Love the Land. Live the Life.





 SANANGELO.ORG

CHAMBER OF COMMERCE | ECONOMIC DEVELOPMENT

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 Phone: (325) 655-4136 | Cell: (325) 234-3376 | michael@sanangelo.org



 Love the Land. Live the Life.






SAN ANGELO MARKET UPDATE

Sales and Use Tax Rebated

FEBRUARY	2017	2016	% Change
City of San Angelo	\$2,593,017	\$2,653,405	-2.27%
Totals YTD	\$4,490,827	\$4,469,584	0.47%
For comparison purposes:			
City of Abilene	\$3,257,177	3,350,793	-4.15%
City of Midland	\$5,481,160	\$6,637,691	-17.42%
City of Odessa	\$4,082,058	\$4,008,158	1.84%
City of Wichita Falls	\$3,257,177	\$3,350,793	-2.79%



SAN ANGELO MARKET UPDATE

MLS Statistics – Single Family Residential

JANUARY	2017	2016
Total Sold	71	80
Dollar Volume	\$12,054,452	\$13,559,561
Total Sold YTD	71	80
Dollar Volume YTD	\$12,054,452	\$13,559,561



SAN ANGELO MARKET UPDATE

Labor Market Statistics

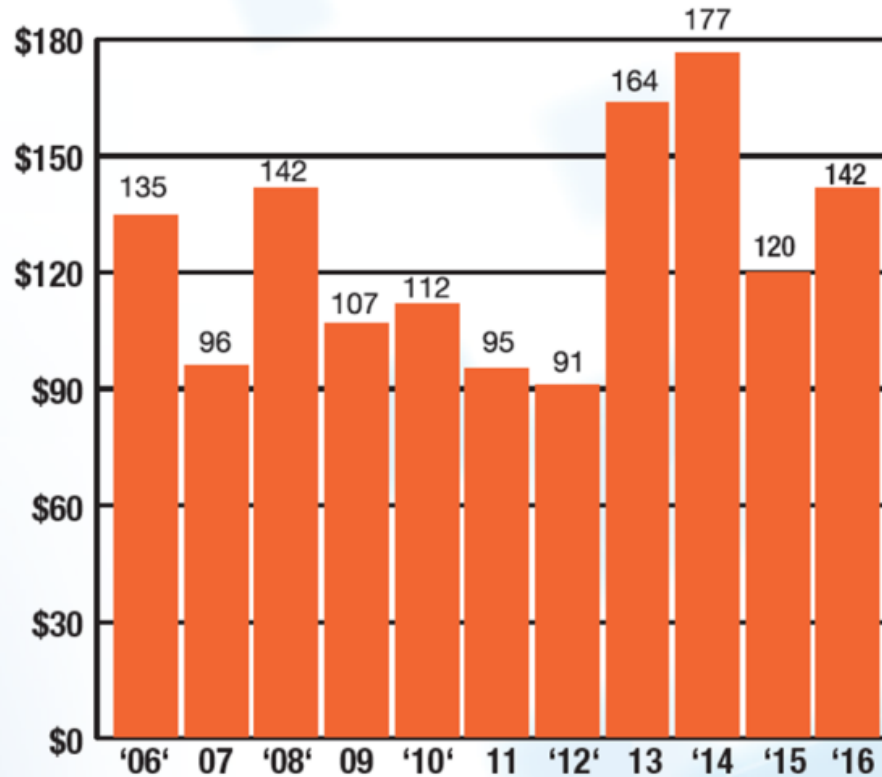
DECEMBER	2016	2015
Civilian Labor Force	56,200	55,300
Total Employment	53,900	53,100
Total Unemployment	2,300	2,200
Unemployment Rate	4.1%	4.0%



SAN ANGELO MARKET UPDATE

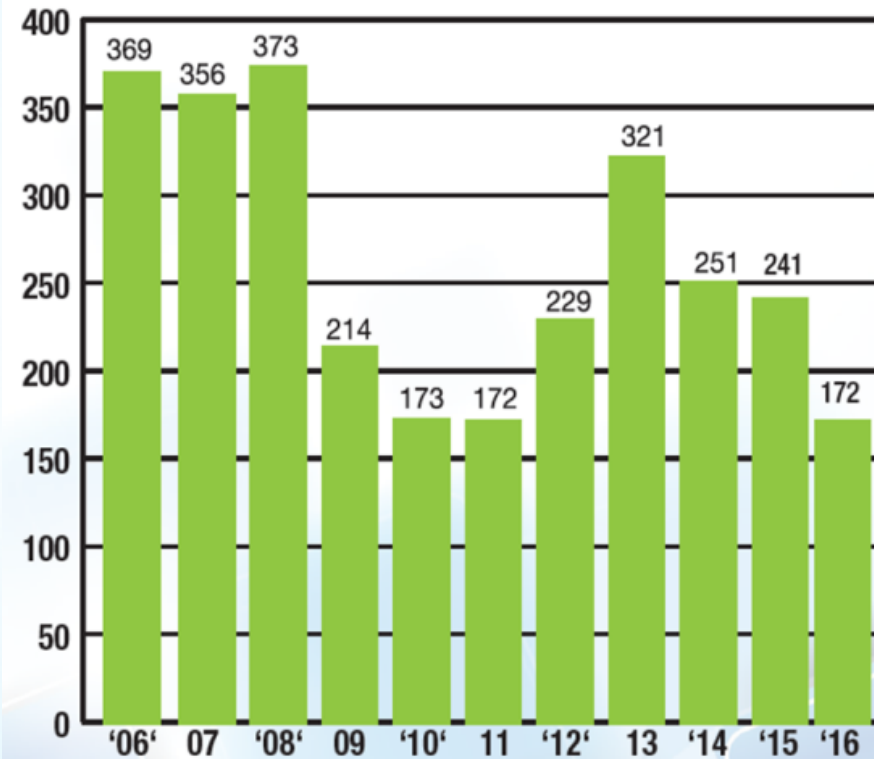
Total Building Permits

millions \$



Single Family Housing Permits

number of permits



INDUSTRY UPDATE

- Chamber is receiving an increase in oil field related companies inquiring about property and workforce
- ED partner, Concho Valley Workforce reports an increase in requests for commercial drivers and other skills related to oil production
- Texas rig counts have increased since last year



INDUSTRY UPDATE (cont'd)

- San Angelo-area oil field equipment fabricators are reporting steady hiring increases since January
- March 2017 - 392 active rigs in Texas
- March 2016 – 215 active rigs in Texas
- 177 new rigs added in Texas over 12 months
- Of 392 rigs in Texas – 309 are in the Permian Basin – 78%



INDUSTRY UPDATE (cont'd)

- Highest rig count since March 2015 with 305 recorded
- Investors deployed \$28 Billion into Permian land acquisitions 2016
- More than triple what they invested in 2015
- In 2015 the Permian accounted for 35% of all US rigs – today it is 51%



INDUSTRY UPDATE (cont'd)

- We anticipate an increase in the following job fields

2017

Commercial Drivers

Oil production field service technicians

Pipe/Casing/Component fabricators

Experienced oil field managers and technicians



Convention and Visitors Bureau
Income, Expense and Profit/Loss Statement
 FOR THE ONE MONTH AND THE TWELVE MONTHS ENDING DECEMBER 31, 2016

	<u>Month to Date</u>	<u>Year to Date</u>
Ordinary Income/Expense		
Income		
INTEREST INCOME	18.02	136.02
5001 · Hotel/Motel Tax	216,249.99	864,999.96
5009 · Visitor Center Sales/Other Inc	444.25	9,022.16
Total Income	<u>216,712.26</u>	<u>874,158.14</u>
Expense		
MARKETING EXPENSES		
MARKETING EXPENSE	32,467.96	382,714.07
Total MARKETING EXPENSES	<u>32,467.96</u>	<u>382,714.07</u>
OPERATING EXPENSES		
OVERHEAD	8,839.28	99,909.02
SALARIES & BENEFITS	23,069.16	340,032.33
Total OPERATING EXPENSES	<u>31,908.44</u>	<u>439,941.35</u>
Total Expense	<u>64,376.40</u>	<u>822,655.42</u>
Net Ordinary Income	<u>152,335.86</u>	<u>51,502.72</u>
Other Income/Expense		
Other Expense		
DESIGNATED FUND EXPENSES		
8004 · Sports Fund Expense	0.00	2,050.00
8015 · Community Events Expense	0.00	2,500.00
Total DESIGNATED FUND EXPENSES	<u>0.00</u>	<u>4,550.00</u>
Total Other Expense	<u>0.00</u>	<u>4,550.00</u>
Net Ordinary Income	<u>0.00</u>	<u>(4,550.00)</u>
Net Income	<u><u>152,335.86</u></u>	<u><u>46,952.72</u></u>

Convention and Visitors Bureau
Income, Expense and Profit/Loss Statement
FOR THE ONE MONTH AND THE TWELVE MONTHS ENDING DECEMBER 31, 2016

	<u>December 31, 2016</u>	<u>YTD 2016</u>	<u>YTD 2015</u>	<u>Annual Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense					
Income					
INTEREST INCOME					
5056 - Interest Income - CVB	18.02	136.02	134.33	250.00	54.41
Total INTEREST INCOME	18.02	136.02	134.33	250.00	54.41
5001 - Hotel/Motel Tax	216,249.99	864,999.96	812,499.99	865,000.00	100.00
5009 - Visitor Center Sales/Other Inc	444.25	9,022.16	8,322.20	9,000.00	100.25
Total Income	216,712.26	874,158.14	820,956.52	874,250.00	99.99
Expense					
MARKETING EXPENSES					
MARKETING EXPENSE					
6033 - Professional Training/Conf	1,697.90	3,475.13	4,510.60	4,500.00	77.23
6034 - Subscriptions	889.30	4,742.81	5,189.17	5,000.00	94.86
6035 - Postage/Marketing	28.62	2,642.81	9,818.01	11,000.00	24.03
6036 - Advertising/Publicity	0.00	194,464.87	200,006.20	190,000.00	102.35
6037 - Public Relations	0.00	5,528.78	6,531.94	5,500.00	100.52
6042 - Volunteer Programs	721.28	1,260.71	2,516.58	2,500.00	50.43
6043 - 800 Number Calls/Fees	0.00	120.92	325.01	300.00	40.31
6045 - Visitor Event Incentive	1,800.00	6,213.98	24,819.52	25,000.00	24.86
6046 - Convention Servicing/Supplies	130.50	7,994.63	25,833.59	28,000.00	28.55
6047 - Visitor Center Merchandise	1,697.98	5,097.17	5,115.87	5,000.00	101.94
6049 - CVB Website	290.00	744.89	3,894.95	4,000.00	18.62
6051 - Brochure Development/Printing	0.00	11,927.00	13,806.72	12,000.00	99.39
6056 - Conventions & Travel Trade	3,887.70	36,347.29	40,555.01	40,000.00	90.87
6058 - Trade Shows	3,788.54	19,700.63	22,850.97	20,000.00	98.50
6059 - Sports Incentive	0.00	18,500.00	0.00	18,500.00	100.00
6064 - Professional Memberships	0.00	7,132.50	9,015.51	7,000.00	101.89
6086 - Promotional Items	0.00	4,189.76	10,465.48	11,000.00	38.09
6067 - Visitors & Travel Marketing	16,727.12	39,882.67	22,880.30	30,000.00	132.94
6068 - Automobile Allowance	809.02	12,747.52	14,415.30	19,000.00	67.09
Total MARKETING EXPENSE	32,467.96	382,714.07	422,350.73	438,300.00	87.32
Total MARKETING EXPENSES	32,467.96	382,714.07	422,350.73	438,300.00	87.32
OPERATING EXPENSES					
OVERHEAD					
6003 - Bookkeeping/Administration Fee	1,416.74	15,583.34	17,000.00	17,000.00	91.67
6014 - Audit	0.00	3,900.00	3,400.00	3,400.00	114.71
6016 - Rent/Storage Building	124.00	1,304.00	1,384.00	1,200.00	108.67
6017 - Facility Agreement	500.00	6,000.00	6,000.00	6,000.00	100.00
6018 - Equipment Expense	837.15	19,869.63	16,605.98	18,000.00	110.39
6020 - General Insurance	0.00	5,194.26	4,402.59	4,680.00	110.99
6024 - Telephone Expense	324.92	5,256.46	5,479.82	8,000.00	65.71
6026 - Office Supplies	934.33	6,606.32	6,591.27	6,500.00	101.62
6029 - Maintenance	1,195.56	13,659.32	11,884.00	11,600.00	119.48
6030 - Miscellaneous Office Support	914.34	3,163.84	2,060.15	2,000.00	158.19
6040 - Utilities	842.24	10,680.51	11,987.70	14,000.00	76.29
6041 - Security Service	0.00	1,467.18	1,596.98	2,000.00	73.36
6063 - Cornerstone Expense	0.00	429.83	1,194.39	1,300.00	33.06
6072 - Christmas Lights	1,750.00	1,750.00	1,750.00	1,750.00	100.00
6073 - Computers/Database Support	0.00	4,845.33	2,019.26	6,000.00	80.76
Total OVERHEAD	8,839.28	99,909.02	93,356.14	103,430.00	96.60
SALARIES & BENEFITS					
6000 - Part-Time Help	819.73	11,416.22	11,704.02	19,000.00	60.09
6001 - Administrative Salaries	17,230.28	253,848.52	229,049.58	248,725.00	102.06
6002 - Social Security	1,096.23	15,805.81	14,866.28	15,421.00	102.50
6005 - Medicare	256.38	3,696.54	3,497.96	3,607.00	102.48
6006 - Employee Retirement Plan	980.69	15,775.03	11,142.50	14,924.00	105.70
6007 - Unemployment Comp	6.74	531.04	325.31	600.00	88.51
6012 - Group Health Insurance	2,679.11	38,959.17	31,713.81	30,000.00	129.86
Total SALARIES & BENEFITS	23,069.16	340,032.33	302,299.46	332,277.00	102.33
Total OPERATING EXPENSES	31,908.44	439,941.35	395,856.60	435,707.00	100.97
Total Expense	64,376.40	822,655.42	818,006.33	874,007.00	
Net Ordinary Income	152,335.86	51,502.72	2,950.19	243.00	
Other Income/Expense					
Other Income					
DESIGNATED FUNDS INCOME					
4998 - Wayfinding Donations	0.00	0.00	0.00		
4999 - Sports Fund Donations	0.00	0.00	1,650.00		
Total DESIGNATED FUNDS INCOME	0.00	0.00	1,650.00		
Total Other Income					
Other Expense					
DESIGNATED FUND EXPENSES					
8004 - Sports Fund Expense	0.00	2,050.00	27,892.80		

Convention and Visitors Bureau
Income, Expense and Profit/Loss Statement
 FOR THE ONE MONTH AND THE TWELVE MONTHS ENDING DECEMBER 31, 2016

	<u>December 31, 2016</u>	<u>YTD 2016</u>	<u>YTD 2015</u>	<u>Annual Budget</u>	<u>% of Budget</u>
8015 - Community Events Expense	0.00	2,500.00	6,000.00		
Total DESIGNATED FUND EXPENSES	0.00	4,550.00	33,892.80		
Total Other Expense	0.00	4,550.00	33,892.80		
Net Other Income	0.00	(4,550.00)	(33,892.80)		
Net Income	152,335.86	46,952.72	(29,292.61)	243.00	

Convention and Visitors Bureau
Balance Sheet
As of December 31, 2016 and December 31, 2015

	<u>December 31, 2016</u>	<u>December 31, 2015</u>
ASSETS		
Current Assets		
Checking/Savings		
1004 · CVB M/MKT - First Financial	0.00	253,768.82
1010 · Community Events Checking - CVB	17,375.56	19,866.01
1012 · Wayfinding Checking - CVB	1,598.76	1,598.76
1019 · Cash in Bank - CVB	320,239.68	187,914.00
1021 · Sports Fund Checking	10,573.49	12,621.05
Total Checking/Savings	<u>349,787.49</u>	<u>475,768.64</u>
Other Current Assets		
1059 · City Contract Receivable	648,750.01	0.00
Pre-Paid for Nov Hotel/Motel Tax	0.00	0.00
Total Other Current Assets	<u>648,750.01</u>	<u>0.00</u>
Total Current Assets	<u>998,537.50</u>	<u>475,768.64</u>
Fixed Assets		
1050 · Property & Equipment	91,245.67	89,561.01
1055 · Accumulated Depreciation	<u>(90,514.84)</u>	<u>(88,507.55)</u>
Total Fixed Assets	<u>730.83</u>	<u>1,053.46</u>
TOTAL ASSETS	<u>999,268.33</u>	<u>476,822.10</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
2002 · Payroll Tax Payable	(1,066.85)	(1,162.34)
2003 · Vacation Payable	12,536.82	0.00
2004 · Unemployment - SUTA Payroll Tax	0.00	(137.56)
2005 · Write-off Old Checks	87.55	333.88
2012 · Sales Tax Payable	863.96	704.34
2015 · Payable to City - Clawback	(171,854.67)	0.00
2059 · On Account-09 Travel Council	(270.96)	(514.77)
Total Other Current Liabilities	<u>(159,704.15)</u>	<u>(776.45)</u>
Total Current Liabilities	<u>(159,704.15)</u>	<u>(776.45)</u>
Total Liabilities	<u>(159,704.15)</u>	<u>(776.45)</u>
Equity		
3004 · Fund Balance/Community Events	19,866.00	30,824.59
3005 · Sports Promotion Fund Balance	12,621.00	23,030.09
3006 · Fund Balance/Wayfinding Project	1,598.76	2,088.43
3013 · Fund Balance-CVB	1,077,934.00	450,948.05
Net Income	46,952.72	(29,292.61)
Total Equity	<u>1,158,972.48</u>	<u>477,598.55</u>
TOTAL LIABILITIES & EQUITY	<u>999,268.33</u>	<u>476,822.10</u>

341.14

SAN ANGELO

Downhome ~ Uptown ~ Goodtimes

CONVENTION AND VISITORS BUREAU

Slide 1

Economic Impact

October 2016	Meeting Dates	Type	Attendance	Out of Town Attendance	Days	Peak	Rooms	\$ Value
Texas Association of Counties TAC Regional Meetings	10/04/2016 10/05/2016	C	75	50	2	20	20	8,500
Dusek/Hoag Wedding	10/07/2016 10/09/2016	C	200	50	3	30	45	17,000
West Texas Half Marathon/5 K Race Texas	10/15/2016 10/16/2016	SP	900	285	2	200	200	23,940
McCamey Fab 60's Reunion	10/20/2016 10/23/2016	C	50	50	4	45	135	25,500
Grand Ole Tour Wool Capital Region AACA Grand Ole Tour Wool Capital Region AACA	10/20/2016 10/22/2016	C	120	50	3	20	70	17,000
En Plein Air	10/23/2016 10/30/2016		200	100	8	20	140	119,000
TRAPS Certified Playground Safety Instructor's Course	10/24/2016 10/26/2016	C	70	65	3	50	100	2,100
Sun City Tours Motorcoach Tour	10/25/2016 10/27/2016	MC	26	26	3	25	50	8,840
Texas State Library and Archives Commission	10/26/2016 10/27/2016		20	20	2	20	24	3,400
San Angelo Roping Fiesta Roping Fiesta	10/28/2016 10/30/2016	C	7,000	3,000	3	100	200	1,020,000
Subtotal for October			8,661	3,696			984	\$1,245,280
November 2016	Meeting Dates	Type	Attendance	Out of Town Attendance	Days	Peak	Rooms	\$ Value
The Concho Kennel Club Annual National AKC Dog Show	11/04/2016 11/06/2016	C	400	100	3	100	53	34,000
Ralph Davis Ag Tour	11/08/2016 11/08/2016	C	40	40	1	0	0	5,040
Greenline Tours	11/09/2016 11/09/2016	C	400	400	1	0	0	50,400
Authentic Womens Empowerment Conference	11/10/2016 11/11/2016	C	125	40	2	15	15	6,800
Old Chicken Farm Art Center Annual Open House	11/25/2016 11/27/2016		1,500	400	3	35	70	111,200

Economic Impact

November 2016	Meeting Dates	Type	Attendance	Out of Town Attendance	Days	Peak	Rooms	\$ Value
Texas Municipal Courts Education Center	11/30/2016	C	40	5	2	5	8	850
Clerks Clinic	12/01/2016							
Subtotal for November	6 Groups		2,505	985			146	\$208,290
December 2016	Meeting Dates	Type	Attendance	Out of Town Attendance	Days	Peak	Rooms	\$ Value
San Angelo ISD	12/01/2016	SP	500	330	3	40	80	55,440
McCutchen Basketball Tournament	12/03/2016							
Christmas at Old Fort Concho	12/02/2016	C	7,000	1,750	3	50	100	595,000
Christmas at Old Fort Concho	12/04/2016							
Concho Christmas Celebration Christmas Lights	12/02/2016	C	68,648	4,900	30	15	421	1,666,000
Concho Christmas Celebration Christmas Lights	12/31/2016							
Texas Forts Trail Anniversary Study Group	12/02/2016	C	20	18	2	12	10	3,060
	12/03/2016							
Subtotal for December	4 Groups		76,168	6,998			611	\$2,319,500
Subtotal for 2016	20 Groups		87,334	11,679			1,741	\$3,773,070

Economic Impact

Grand Totals

	2016	Total
Groups	20	20
Attendance	87,334	87,334
Out of Town	11,679	11,679
Rm Nights	1,741	1,741
\$ Value	3,773,070	3,773,070

Convention Sales Department Detail Report

From 10/1/2016 To 12/31/2016

Sales Leads

	Dates	Attendance	Total Attendance	Out of Town	# Days	Peak	Rm Nts	Ec. Impact
* McCamey Fab 60's Reunion	10/20/2016 10/23/2016	50	50		4	45	135	25,500
* Ralph Davis Ag Tour	11/08/2016 11/08/2016	40	40		1	0	0	5,040
* Greenline Tours	11/09/2016 11/09/2016	400	400		1	0	0	50,400
* Old Chicken Farm Art Center Annual Open House	11/25/2016 11/27/2016	1,500	400		3	35	70	111,200
Helms Briscoe - Jesse Malgieri	12/13/2016 12/20/2016	0	20		8	15	105	23,800
* Theresa James Bleeding Control Training	02/05/2017 02/07/2017	100	50		3	28	56	13,900
* Linda Cotter Family Reunion	06/03/2017 06/04/2017	35	35		2	15	15	4,865
* Texas Main Street Summer Training Session	06/13/2017 06/16/2017	75	75		4	70	160	31,275
* Sparr and Nunez Wedding	06/23/2017 06/25/2017	0	50		3	20	40	13,900
* 2017 Best Little Region Convention of Narcotics Anonymous Annual Meeting	11/03/2017 11/05/2017	100	100		3	75	150	27,800
* 2018 Texas Clay Sporting Championship	05/30/2018 06/03/2018	1,000	600		5	200	800	333,600
Total Sales Leads Issued	11	3,300	1,820				1,531	\$641,280

* Group/Event booked definite

Convention Sales Department Detail Report

From 10/1/2016 To 12/31/2016

	Dates	Total		# Days	Peak	Rm Nts	Ec. Impact
		Attendance	Out of Town Attendance				
Definite Bookings							
The Concho Kennel Club Annual National AKC Dog Show	10/31/2014 11/02/2014	500	500	3	0	0	164,000
National Multiple Sclerosis Society National MS Walk	04/21/2016 04/23/2016	200	200	3	15	30	5,100
McCarney Fab 60's Reunion	10/20/2016 10/23/2016	50	50	4	45	135	25,500
Ralph Davis Ag Tour	11/08/2016 11/08/2016	40	40	1	0	0	5,040
Greenline Tours	11/09/2016 11/09/2016	400	400	1	0	0	50,400
Authentic Womens Empowerment Conference	11/10/2016 11/11/2016	125	40	2	15	15	6,800
Old Chicken Farm Art Center Annual Open House	11/25/2016 11/27/2016	1,500	400	3	35	70	111,200
San Angelo ISD McCutchen Basketball Tournament	12/01/2016 12/03/2016	500	330	3	40	80	55,440
Texas Forts Trail Anniversary Study Group	12/02/2016 12/03/2016	20	18	2	12	10	3,060
Angelo State University AFROTC Drill Meet 2016	03/25/2017 03/26/2017	1,300	1,000	2	500	500	139,000
Regional Cavalry Competition	04/19/2017 04/22/2017	2,200	200	4	20	60	83,400
Angelo Football Clinic Annual Coaches Clinic	06/13/2017 06/15/2017	1,600	1,400	3	200	400	389,200
Texas Section Society for Range Management Annual Meeting	10/10/2017 10/13/2017	200	175	4	195	585	72,975
En Plein Air	10/26/2017 10/29/2017	200	100	4	30	90	41,700
The Concho Kennel Club Annual National AKC Dog Show	11/04/2017 11/06/2017	300	75	3	30	60	20,850
Christmas at Old Fort Concho Christmas at Old Fort Concho	12/01/2017 12/03/2017	14,000	4,300	3	50	100	1,195,400

Convention Sales Department Detail Report

From 10/1/2016 To 12/31/2016

Dates	Total		# Days	Peak	Rm Nts	Ec. Impact
	Attendance	Out of Town Attendance				
09/20/2018		200	175	4	50	150
09/23/2018						72,975
Total Definite Bookings:		23,335	9,218		2,285	\$2,442,040

International Waterlily & Water Garden Society
International Waterlily & Water Garden Society

Convention Sales Department Detail Report

From 10/1/2016 To 12/31/2016

Dates	Total		Out of Town	# Days	Peak	Rm Nts	Ec. Impact
	Attendance	Attendance					

Lost Business

SAN ANGELO
Downhome ~ Uptown ~ Goodtimes
CONVENTION AND VISITORS BUREAU

Slide 2



TOPICS ▾

MY ACCOUNT ▾

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SAN ANGELO -- The women don't look up from their 1940s Singer sewing machines as we clomp past. At [M.L. Leddy's](#), they're used to visitors dropping by, and as eager as we are to find out how custom boots are made, the workers -- stitching designs, hammering on soles -- are far more eager to get those boots completed.

As it is, each pair takes about 14 months from order to delivery, and by the time you get the boots, about 25 people will have worked on them -- and that doesn't count the person who wrote the order down.

Leddy's has been making beautiful boots this laborious, old-fashioned way since 1922 (starting in Brady, moving to San Angelo in 1936 and adding a Fort Worth store in 1941) and doesn't plan to change.



Using vintage Singer sewing machines, workers stitch patterns on boot leather at M.L. Leddy's in San Angelo. Helen Anders

So when somebody asks, "What's new?" in San Angelo, the proud answer is: not much.

The little town on the Concho River thrives on its history, its slow pace and its friendly locals. A bit shy of 100 years old, Leddy's might actually be considered a young 'un in this town, founded from Fort Concho, which was established in 1867 to help keep law and order for new settlers. (The fort was deactivated in 1889, but you can explore 23 restored and replicated buildings at [Fort Concho National Historic Landmark](#).)

While Fort Concho's soldiers kept the local peace, skirmished with Apaches and Comanches, built roads, and escorted stagecoaches and cattle drives, a little town rose up across the river specializing in gambling and prostitution. By the turn of the century, there were 13 dance halls, brothels and saloons in San Angelo, and one of those brothels, [Miss Hattie's](#), has been preserved as a museum for tours.



Hungry in a big way? Try this huge chicken fried steak at Miss Hattie's Restaurant in San Angelo. Helen Anders

To get the full experience, eat lunch -- either a juicy Bordello Burger or a plate-size chicken-fried steak -- at [Miss Hattie's Restaurant and Cathouse Lounge](#) in an 1884 bank building, under which a tunnel once ran to the bordello down the block. Ranchers came into town, went into the bank and emerged awhile later, having conducted business on two levels.

You can't take the tunnel to Miss Hattie's Bordello Museum, but you can walk to it, and it's beautifully restored with period pieces and some original furnishings, including a brass bed, along with the original pressed-tin ceiling.

The bordello was probably not a bad place for its ladies to live. It had the area's first indoor plumbing and offered full maid and laundry service. Each room is decorated to the taste of the lady of the evening who inhabited it, whose stories are told by a guide in the persona of Miss Hattie. The bordello operated until the late '40s, when it was raided and closed by the Texas Rangers.

It occupies the second floor of an 1898 building housing a jewelry store, Legend Jewelers, where you'll find jewelry made with concho pearls, a local prize harvested for hundreds of year from Tampico mussels in the Concho River. The big pink and purple pearls shine, and it's hard to resist buying one, but they're pricey.



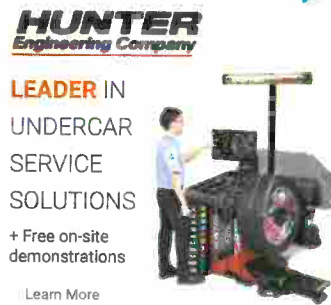
Downtown San Angelo looks old, and that's its intention. It focuses on its history. [Helen Anders](#)

As you stroll around San Angelo, you'll notice that the town's designated public art piece -- in the way that you'll find fiberglass guitars all over Austin and hearts in San Francisco -- is the sheep. A fiberglass sheep graces virtually every corner, and the one outside Leddy's seems to be grinning slyly. These sheep honor San Angelo as a top sheep market in the U.S. and huge producer of wool and mohair. On the drive to San Angelo, you'll pass plenty of the live variety.



One of many fiberglass sheep stands next to M.L. Leddy's in San Angelo. The sheep, a reference to the town's status as a top wool producer, dot the downtown landscape. Helen Anders

San Angelo holds one attraction that seems a bit random: a world-renowned collection of water lilies. Drive to Civic League Park and walk through the [International Water Lily Garden](#). What you'll see in seven pools surrounded by wrought-iron fencing (to keep lily-eating varmints out) represents just half of 1 percent of the water lily collection of one Ken Langdon. Most lilies live on his farm about 20 miles away. Just park, pop out and see them free.



San Angelo also blends old and new in its food scene. At upscale restaurant [Peasant Village](#), owner-chef Jason Helfer bases many dishes on handed-down family recipes, but he adds his own flair. A citrus balsamic glaze might grace a rack of lamb, for example. I say might, because the menu inside this 1927 house changes constantly and deliciously. Based on the restaurant's popularity since Helfer and his father founded it in 1995, even San Angelo acknowledges that a little change is good, as long as you hang on to history.

If you go

M.L. Leddy's, 222 S. Oakes St., leddys.com

Fort Concho National Historic Landmark, 630 S. Oakes St., fortconcho.com. Self-guided tour \$3 adults, \$2 seniors, \$1.50 kids 7 to 17.

Miss Hattie's Restaurant, 26 E. Concho Ave., misshattiesrestaurant.com

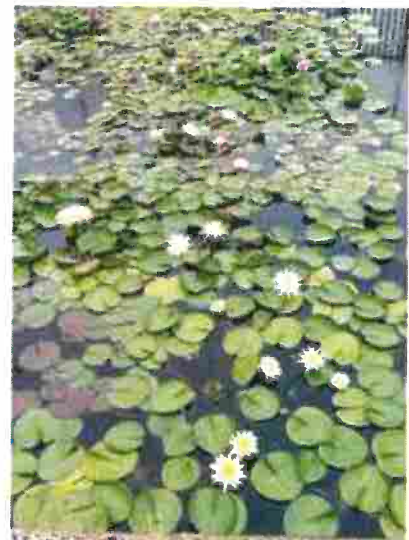
Miss Hattie's Bordello, 18 E. Concho Ave., misshatties.com

Legend Jewelers, 18 E. Concho Ave., legendjewelers.com

International Water Lily Garden, 2 S. Park St., internationalwaterlilycollection.com, free

Peasant Village, 23 S. Park St., peasantvillagerestaurant.com

Helen Anders is an Austin freelance writer.



A rotating selection of water lily varieties from all over the world at the International Water Lily Garden reflects just half of one person of Ken Langdon's collection. You don't expect to find it in San Angelo, but that's where it is. Helen Anders

[VIEW COMMENTS](#)



Daytripper: San Angelo

A Wild Time in San Angelo



(Photo: Hogaboom Road, Inc.)

On a map, San Angelo sits somewhere between the Hill Country and West Texas. But what the map doesn't show is that this town also lies between its epic past and a bright future. I quickly realized that when tripping to "S'nangelo" or "Angelo" (as the locals call it), one must always come prepared with an appetite, boots, and a wanderlust to explore.

Contact the San Angelo Convention and Visitors Bureau at 325/655-4136.

Chet Garner is the host of The Daytripper® travel show on PBS.

9:00 a.m.: To start my adventure in the “doorway to the West,” I headed to Donutopia’s magical wonderland of circular sweets topped with everything from bacon to breakfast cereal. After much debate, I opted for a fresh-from-the-oven cinnamon roll prepared like a peanut-butter-and-jelly sandwich. It was truly donut utopia.

10:00 a.m.: Next, I made my way to Fort Concho. Built in 1867 on the lonely Texas frontier, this Wild West fort is now in the middle of town, as it was the fort’s protection that allowed the city to grow around it. Walking through the buildings transported me back to the days of soldiers, cannons, and mounted cavalry. It felt like the bugle could sound and ready the troops for battle at any moment.

12:00 p.m.: Crossing the Concho River en route to downtown, an old truck covered in paint and mosaics caught my eye. I pulled over and found myself walking the Concho River Trail, where amazing sculptures, murals, and mosaics enhance the natural beauty of the river. Before I knew it, I had wandered a mile down the trail, which made for an easy and artistic way to get some exercise.

1:00 p.m.: I arrived on Concho Avenue and noticed painted sheep statues all around, which is fitting for a town once known as the “Wool and Mohair Capital of World.” I also noticed multiple buildings bearing the name “Miss Hattie’s” and decided to investigate Miss Hattie’s Bordello Museum (pictured above). Our tour guide led us upstairs and into an apartment-like studio that was once San Angelo’s busiest “house of ill repute”—until the Texas Rangers shut it down in 1950.

2:30 p.m.: I walked downstairs to a heavenly aroma originating from Miss Hattie’s Restaurant and Cathouse Lounge. Though the walls are covered with women’s undergarments, it’s one of the town’s best burger joints. I chowed down on a “Brothel Burger” with bacon, jalapeños, and roasted red peppers. It was sinfully delicious.

3:00 p.m.: I had already found more than expected in San Angelo, but the Concho River pearls at Legend Jewelers really surprised me. I perused the lavender pearls, each with a distinctive hue and character, and marveled that these gemstones came from Tampico pearlymussels found in the murky waters of the Concho River. Local jewelry shops get the pearls from the handful of licensed commercial musselers permitted to collect them.

4:00 p.m.: Since I'd spent enough time looking at women's clothing and jewelry, I decided it was time to do something more macho. I grabbed my mountain bike and headed to San Angelo State Park, home to part of the Official Texas State Longhorn Herd. The park's 50 miles of trails led me through dirt, dust, and cactus as I spent the next few hours admiring the wide-open spaces and expansive West Texas sky—and trying not to crash face-first into a prickly pear.

8:00 p.m.: My appetite was back, and I knew the perfect place to relax and enjoy the rest of the evening—The Concho Pearl Icehouse. This rockin' restaurant sits inside of a renovated gas station building and serves up "Texas eclectic" food with a hip vibe, live mu-sic, and plenty of craft brews on tap.

I dug into my deep-fried, brisket-stuffed avocado and looked up as the sunset painted the sky with the pinks and purples of a Concho pearl. It reminded me that beauty, adventure, and the best trips are often found in the most unexpected places. So whether you follow my footsteps or forge your own path, I hope to see you on the road.

From the November 2016 issue.



Texas Bookish Destinations

A reader's ramble through the Lone Star State



Recycled Books, Records, & CDs in Denton. (Photo by Michael Amador)

Every fall the streets around the Texas State Capitol sprout huge white event tents, and crowds of booklovers—some 40,000 visitors of all ages—come from miles around to hear hundreds of popular authors discuss their works, snag signed copies, and enjoy food, fun, and live music. The Texas Book Festival, now in its 21st year, is one of the few such events in the nation to invite readers inside a capitol building—and it definitely puts Austin at the top of Texas “bookish destinations” for literary travelers.

Check out lists of Texas' top bookstores and classic Texas books at www.texashighways.com.

What makes a place a literary destination? Fans might seek out a setting of a well-known novel, such as that of Larry McMurtry's *The Last Picture Show* in Archer City, or a great independent bookstore like Front Street Books in Alpine or Recycled Books, Records, & CDs in Denton. They might be drawn by a work of art like the often-photographed sculpture of Old Yeller and his master in Mason, hometown of author Fred Gipson.

It might be an institution like the enchilada-red public library in downtown San Antonio, co-host of the annual San Antonio Book Festival. Or, a site like the infamous Texas School Book Depository in Dallas, now open to visitors as the Sixth Floor Museum. It might be a once-a-year spectacle that's worth the trip, like the George West Storyfest (November 4-6 in George West, "the Storytelling Capital of Texas").

As a lifelong reader and now editor and publisher of *Lone Star Literary Life*, a website and email newsletter dedicated to Texas books and writers, I've planned my travels around my interest in books for years. Here are some of my favorite Texas bookish destinations:

Austin

The Texas Book Festival is only one reason for booklovers to mark Austin on their itineraries. Slated for November 5-6 this year, it will feature festival co-founder Laura Bush with her daughter Jenna Bush Hager as authors of *Our Great Big Backyard*, which celebrates the centennial of the National Park Service. More than 280 writers "from celebrity chefs to brilliant debut novelists to internet celebrities, political writers, and comedians are on the roster this year," says Julie Wernersbach, the festival's literary director.

Austin is also home to a bounty of chain and independent bookstores of all stripes—from the two-story stalwart BookPeople to BookWoman, the city's longtime feminist bookstore. It's possible to catch a reading at one of them any given day or night, or at offbeat spots like the Whip In or the Spider House Ballroom, where open mics and spoken-word events draw crowds.

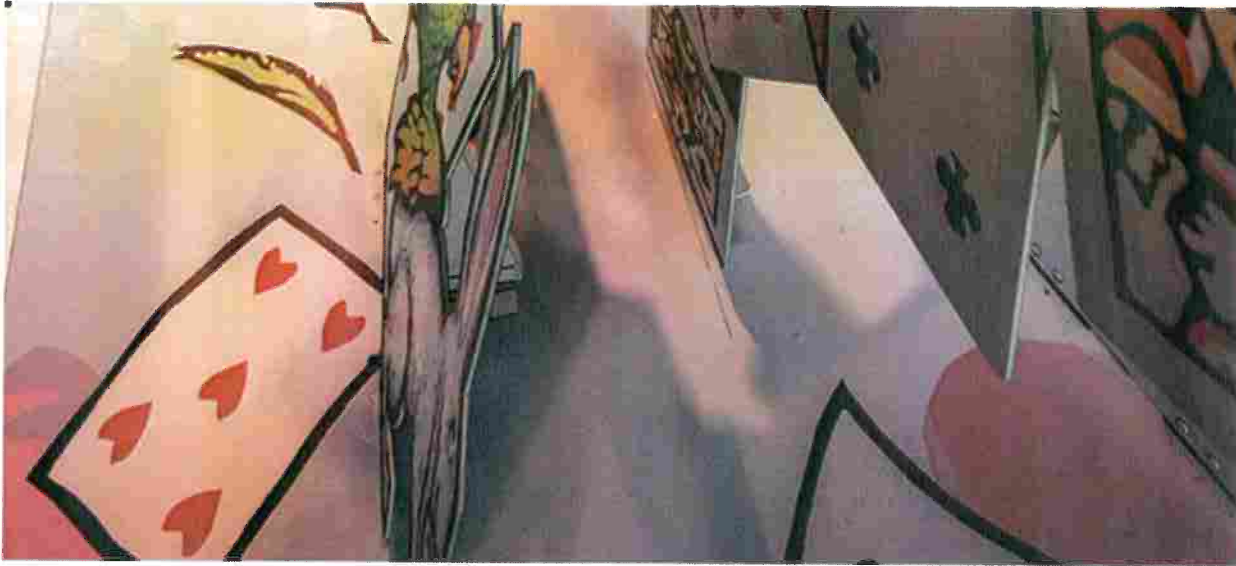
The city's rich university life also means terrific opportunities for bookish visitors. The University of Texas' Harry Ransom Center for the Humanities, which holds a renowned collection of manuscripts and rare books (including a Gutenberg Bible and three copies of

the Shakespeare First Folio, the 1623 collection of the Bard's plays), is open to the public for exhibitions and tours.

One of Austin's best-known literary residences is the William Sidney Porter House, the downtown cottage where the author otherwise known as O. Henry lived in the 1890s. The historic structure houses the O. Henry Museum, which explores Porter's life in Austin and hosts literary events, including the annual Pun-Off World Championships each May.

Abilene





Abilene's National Center for Children's Illustrated Literature aka "The Nickel." (Photo by J. Griffis Smith)

Abilene is the gateway to West Texas, where cedar and live oak trees give way to mesquite, and it's also the official Storybook Capital of Texas. The Storybook Sculpture Project brightens the city's downtown with lively depictions of characters like the Grinch, Man in the Moon, and Jack Frost. Young readers—and those who once were—can also delight in the National Center for Children's Illustrated Literature (NCCIL), known colloquially as “the Nickel.” Visit in June and enjoy the Children's Art & Literacy Festival, featuring a storybook character parade, readings from nationally recognized illustrators, and other family activities.

Abilene is also home to the West Texas Book Festival, which celebrated its 16th year in September. Bookseller, author, and journalist Glenn Dromgoole remembers the festival's launch. “None of us had ever even been to a book festival, so we really had no idea what we were doing,” he says. “We just started inviting authors to come.” More than 100 of them did—and a popular Texas literary tradition was born. Glenn and his wife, Carol, also run the Texas Star Trading Co., a bookstore and gift shop specializing in all things Texas.

San Angelo

In San Angelo, friends and fans of longtime resident Elmer Kelton raised more than \$120,000 in donations to build a statue of the city's favorite literary son. The statue at the stylish downtown library pays tribute to the Western Writers of America's “Best All-Time Western Writer,” as do a downtown mural and a water lily variety named in his honor in the city's International Waterlily Collection.

Looking for collectible Kelton books? The Cactus Book Shop caters to aficionados of Western literature and Texana. Owner Felton Cochran posts on his website, “I’m particularly proud of my Texas County and Regional History section, which takes up over 70 linear feet of shelving!” Also downtown, Eggemeyer’s General Store is a bustling mercantile in the heart of the city, where many a Texas cookbook author has signed books for the store’s foodie clientele.

Midland-Odessa

If you believe there’s nothing to Midland and Odessa but pump jacks and pipe yards, think again. In the Permian Basin, which has a population of more than 300,000 residents, the user-friendly Midland Centennial Library brings in some of the state’s leading authors to interact with readers. Also in Midland, the George W. Bush Childhood Home offers children a free book with each visit. And events like Midland’s Permian Basin Writers’ Workshop and Odessa’s Books in the Basin invite book fans to appreciate the talents of writers who hail from the area, such as Stephen Graham Jones, Patrick Dearen, and Leila Meacham.

“Odessa defies expectations,” says Randy Ham, director of the Odessa Council for the Arts & Humanities. “People think of us as oil and football, but we are so much more.” Indeed, you can visit Ratliff Stadium, which inspired the book *Friday Night Lights*, as well as the Globe Theatre at Odessa College—a full-size replica of London’s historic Globe Theatre—which stages Shakespeare’s plays and other dramatic works.

El Paso

Not only is El Paso in a different time zone, its international flavor yields an experience unlike any other in the state. El Pasoan Tom Lea, an author and artist who wrote the novels *The Brave Bulls* and *The Wonderful Country* as well as numerous nonfiction classics, has left his legacy throughout the city. The downtown El Paso Public Library building is itself a worthy starting point, with its celebration of local artists and its excellent Border Heritage Collection. In the atrium behind the modern entrance is the original 1954 foyer with Lea’s 1956 mural *Southwest*, a rendering of the regional landscape. One of the best vistas overlooking El Paso and Juárez, Mexico, is from Tom Lea Upper Park, situated above El Paso High School. Or call ahead to visit the Tom Lea Institute and see his archives. The Institute is the springboard for a wider exploration of the Tom Lea Trail, which currently includes Lea murals in 11 Texas cities.

National Book Award winner and Rhode Island native Cormac McCarthy came to El Paso in the 1970s to write in “one of the last real cities left in America” and achieved both international renown and a devoted following. The author of the Border Trilogy series lived in a one-story adobe home on Coffin Avenue that later served as a touchstone for author and artist Peter Josyph’s essays in the book *Cormac McCarthy’s House*. Subsequent owners renovated the house, which is unassuming and unmarked. Though McCarthy departed El Paso some years back, his legend thrives here.

For a quirky book-scout’s excursion, stop into Martin’s Book Store at 2120 Montana. You just might be rewarded with the discovery of volumes by El Paso literary lights—Daniel Chacon, Dagoberto Gilb, Sarah McCoy, Rigoberto González, Leon Claire Metz, Benjamin Alire Sáenz, Estela Portillo Trambley, Sergio Troncoso, and publishers/writers Bobby and Lee Byrd among them—that will open the door to a new appreciation of this border city.

Hawkins

Across the state near the East Texas Piney Woods town of Hawkins, you can have your hair done and talk Texas books at the same time. Kathy L. Murphy’s *Beauty and the Book* is likely the only combination hair salon-bookstore in the country. It’s also the headquarters of the Pulpwood Queens and Timber Guys book clubs.

Sixteen years ago, Murphy, a book publisher’s representative with a bent for big hair, started the book club out of her salon with six members. Members from the club’s nearly 600 chapters converge for Murphy’s annual “Girlfriend Weekend,” a gathering for gals and guys each January complete with tiaras, pink boas, and a book-character costume ball. This coming January 12-15 in Nacogdoches, the 2017 Girlfriend Weekend will honor the late Southern novelist Pat Conroy.

“It’s the only annual meeting of book clubs in the world, and more than 50 authors will appear,” Murphy says. “Pat was such a great guy when he came to the Pulpwood Queens meeting before. He really interacted with the readers, and we loved him.”

Kyle

The contribution of women to Texas’ literary development is emphasized in Kyle at the Katherine Anne Porter Literary Center. Porter was born on May 15, 1890, in Indian Creek. At age two, following the death of her mother, she moved with her father to her grandmother’s

modest house in Kyle. The restored home, furnished with period décor, hosts tours by appointment and visiting writer events throughout the year.

Porter left Texas in 1915, moving to Chicago to start a career as journalist and writer, during which she won the Pulitzer Prize and National Book Award. Her first short story was published in 1922, and her first collection, *Flowering Judas and Other Stories*, in 1930. Her 1962 novel *Ship of Fools* made the bestseller lists for months—and made her a millionaire.

Houston

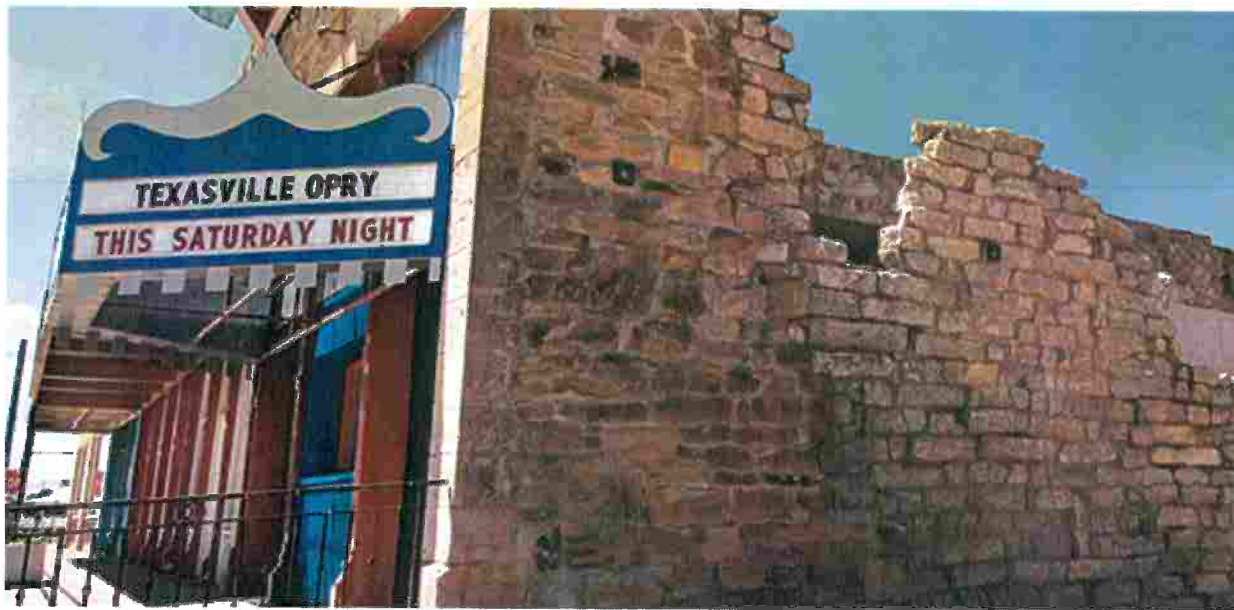
No list of Texas bookish destinations would be complete without a nod to the state's largest city. Houston is rich in opportunities for bookish travelers. More than two dozen independent and chain bookstores dot the city's literary landscape. Brazos Bookstore, Blue Willow Books, Murder By The Book, River Oaks Bookstore, and Kaboom Books are among those regularly featuring author events.

Houston is a particularly rich locale for emerging writers, a trend partly due to the influence of the University of Houston Creative Writing Program. Today, literary arts organizations like Writespace, the Houston Writers' Guild, and Inprint also cultivate local writing talent.

Booklovers will want to stay tuned for the reopening of The Printing Museum after a May 2016 fire prompted a temporary closure. Founded by four printers who wanted to share their vast collections of printed books and documents with the community, the museum first opened in 1982.

Archer City





Archer City's Royal Theater, featured in *The Last Picture Show*. (Photo by Will van Overbeek)

Archer City may be one of the smallest towns on this list, but it's a bookish destination that can't be ignored. Native son Larry McMurtry has been awarded Pulitzer, Grammy, and Emmy prizes for writing inspired by his life in Texas and his Panhandle Plains hometown. The movies *The Last Picture Show* and *Texasville*—both based on McMurtry novels—were filmed in Archer City. The Royal Theater, the historic cinema highlighted in both films, remains open as a venue for theater and musical performances.

McMurtry, once a book scout, had bought up much of his hometown's retail space and singlehandedly transformed Archer City into a "book town," opening multiple Booked Up stores, where visitors could skim seemingly endless shelves in search of literary treasure. Although the author famously downsized in 2012, his Booked Up No. 1 and No. 2 stores on South Center Street remain open by appointment, with some 200,000 titles still available to peruse.

In June 2017, Archer City will host a Larry McMurtry Festival in the author's honor. Fans of *Lonesome Dove* and other Texas classics will want to mark their calendars for a red-letter day in this tip-top Texas bookish destination.

From the November 2016 issue.

AN AGE OF SIMPLICITY AND ELEGANCE: THE TULE PRINCESS

The Last Operational, Full Size Walking Beam Steam Engine Powering A Side Wheel Paddle Steamboat Anywhere In The World



Steaming proudly out onto the wide open view on Lake Nasworthy in San Angelo, Texas, the Tule Princess is the last operational, full size walking beam steam engine powering a side wheel paddle steamboat anywhere in the world. Its uniqueness offers travelers a chance to experience “an age of simplicity and elegance.”

For owner and captain, Mack H. Fox, obtaining and operating the Tule Princess was dream come true.

The journey began back in 1995. Fox was in Chicago pursuing a career in theater and acting. He decided to take up boating as a hobby, feeling comfortable with his current job as a bar and restaurant manager, running a tavern and cafe on the north side of Chicago.

He started looking for a boat. But he didn't want a sail boat (“too complicated”) or an engine-powered boat (“too common”). Through books recommended by other steamboaters and other publications, Fox began researching about steam engine theory and practical operational skills.

The Tule Princess was built in 1983 by a Californian named David Sarlin, who grew up

in the San Francisco Bay area. He built the Tule Princess' 12.5 foot tall steam engine by hand in his own garage over a two year period. Sarlin launched the Tule Princess in 1984 [in San Francisco] and operated her till his death in 1995.

In 2005, Fox moved back to his hometown of San Angelo, Texas “to do what an elder son should do – making sure mom was okay.” He got a job teaching music at the Bonham Elementary School in the San Angelo Independent School District. He's been a music teacher for 10 years now, optimizing his Music Education degree from Angelo State University.



Fast forward to March of 2013. Fox saw the Tule Princess for sale from a boat enthusiast in Michigan.

“I started thinking of some alterations that could be done to the deck configurations, like creating a large open fantail aft deck that could accommodate custom made benches [and] the possibility of making [it] a charter vessel. [That way we could take] up to 15 people out for rides in our little lake in San Angelo,” explains Fox.

After working on a small business plan and getting approval to finance from the bank, Fox’s goal was about to be attained.

Then there was a huge drought. The bank worried that the lake would be dry by summer and [consequently] turned down the loan. Fox told the bank that San Angelo was right on the cusp of a major flood, which happens every 17 years. But without proof, the bank didn't feel confident with the business plan. A record breaking rain which caused the lake to go up 12 and a half feet prompting the first opening of the local flood gates in 25 years changed the bank’s mind.

The other speed bump was that the Michigan owner Ed Morris thought their bid was

too low but relented when he saw that Fox embraced the passion the original owner David Sarlin had for building it.

“David's hope was to keep a working example of walking-beam engine for future generations,” said Fox. “This boat represents the labor of a man that was dedicated to keeping a certain type of marine engine technology that was uniquely American. It wasn't until early 1900s that we advanced enough to make high pressure steam engines, going from paddle wheels to propellers.”



Not only were steamboats a valuable form of transportation and a way to import and export goods between 1815 and 1910, but a side wheel paddle steamboat with a walking beam engine named “The Yellowstone” played a big role in establishing Texas as a nation. The Yellowstone was instrumental in helping San Houston's Texas Independence Army cross the flood swollen Brazos River in 1836, during his strategic fallback maneuver to evade General Santa Anna's Mexican Army after the Fall of the Alamo.

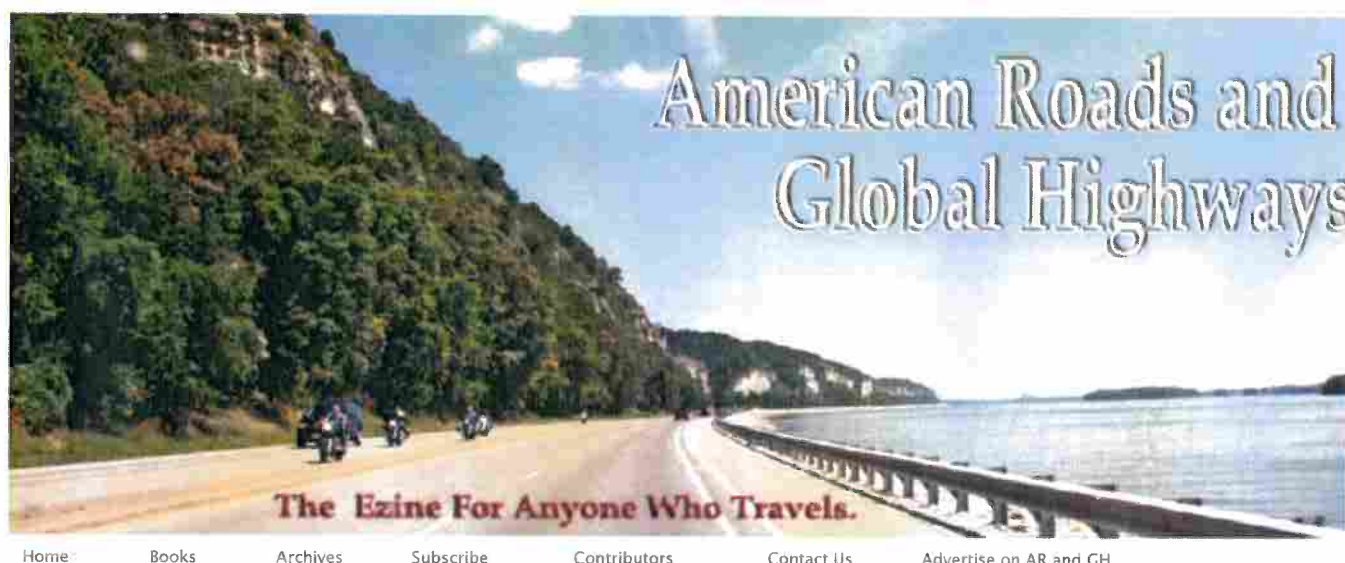
“They directly affected the future of this state,” said Fox. “Texas may not even be here if it weren't for steamboats.”

On the tour, the Tule Princess cruises on Lake Nasworthy at four miles per hour (“It doesn't sound very fast but the Yellowstone only went four miles an hour and it changed the whole scope of transportation in this country.”)

“Many people that come on board are shocked to find out that we have a real steam engine,” continues Fox. “Their eyes get huge. [Some of these people] are older guys...motor heads, who think they know everything. Other people don't ask questions. They marvel at how it's so quiet and calm”

Along with his Chief Engineer Anthony Edmund, Operations Manager Debra Edmund, Fireman and Assistant Engineer Gene Roberts as well as the three high school-aged deck hands from his classes, Fox is proud that “we all share this vision of maintaining this unique, one of a kind boat,” said Fox. “We work on it...pray on it...and miracles come. It's been a family thing. It's been a team thing. We'll do anything to keep this boat viable and running.”

AMERICAN ROADS AND GLOBAL HIGHWAYS



Have you ever wondered where one of the world's most prestigious collections of waterlilies in the US can be found? Probably the last place you would guess is San Angelo, Texas but you would be wrong.

Ken Landon, the owner and director of this collection displays it at Civic League Park in San Angelo. The facility is called The International Waterlily Collection. Gazing over the seven raised pools filled with a treasure trove of eye candy in the form of rare and even one-of-a-kind waterlilies you will be amazed at the beauty. And this is only a portion of Ken's collection.

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I visited there several months ago and couldn't stop snapping pictures. I'll try and bring Ken's treasure to life for you with this article but nothing will replace visiting San Angelo and seeing it for yourself. I'm going to be making a semi-educated guess about the names of these beauties but don't hold my feet to the fire if I am wrong; I'm not a botanist.

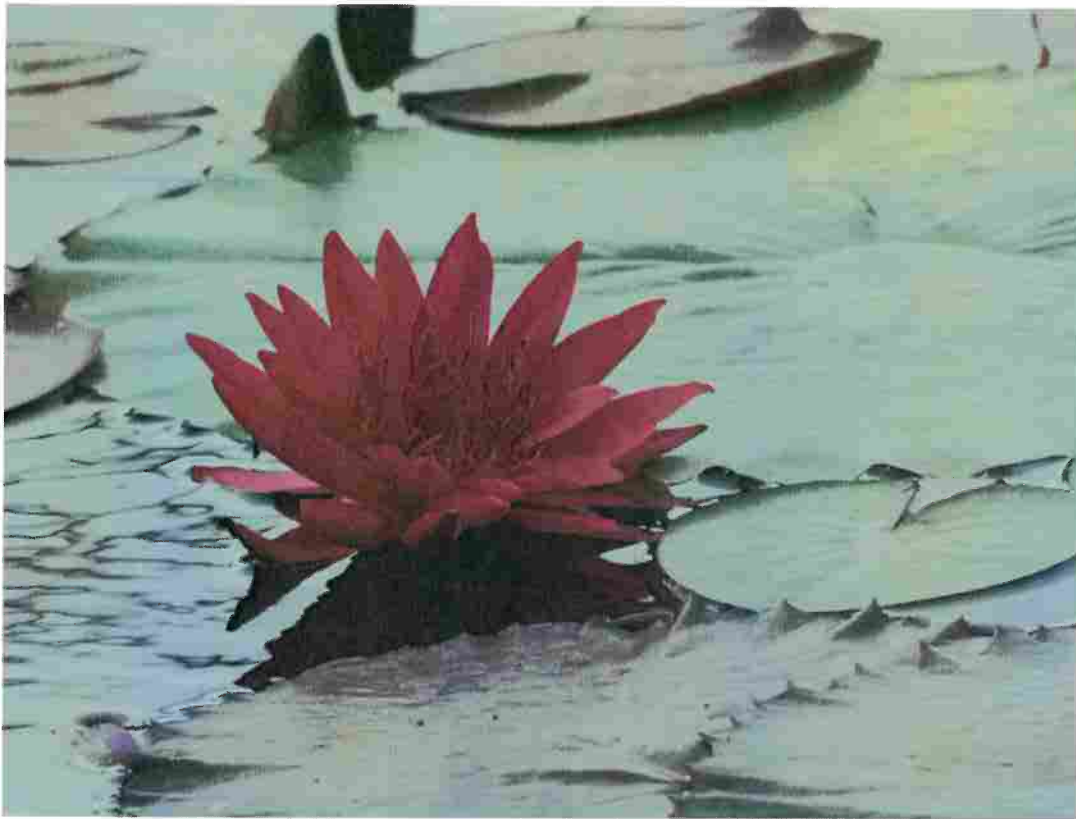
Ken is passionate about waterlilies. He told us "Many of the lilies here are now extinct in the wild. I'm president of the International Waterlily and Preservation Repository and we're trying to preserve these lilies.



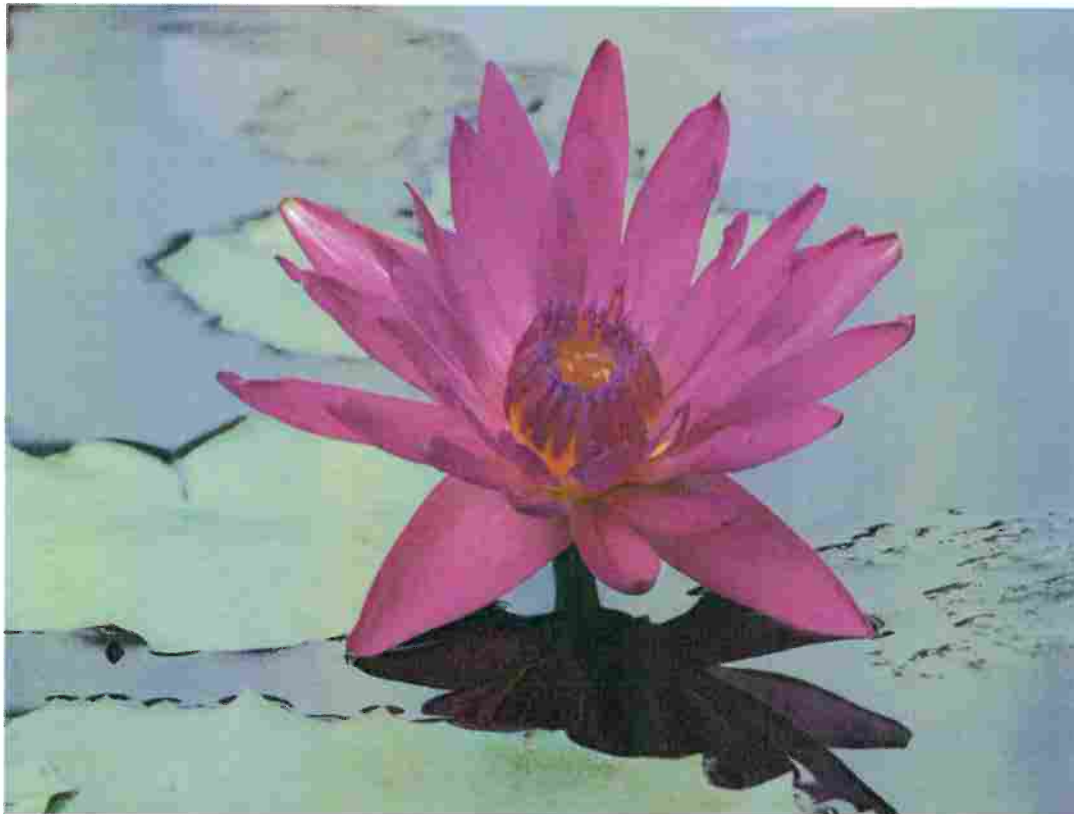
Ken is an expert at hybridization. He has succeeded in crossing plants that traditional botanists said could not be done. Blue Cloud above is one example. "It's the most sought after waterlily in the world." (Unless I pointed my camera wrong) Ken explained "Blue waterlilies like this do not occur in nature. Me and two other guys made something that doesn't exist anywhere in nature" Ken concluded "it was like crossing a dog and a cat. Mother Nature says you're not supposed to do that."



One waterlily here, a Victoria Longwood Hybrid Nutt, was developed by Patrick Nutt from Longwood Gardens who crossing the two species plants (*V. cruziana* x *V. amazonica*) The Victoria Amazonia, one of the parent plants, is only found in the Amazon jungles. One unusual thing about this plant is that the flowers are creamy white the first night. Then they close and reopen the second night as pink and the third night a darker red.



Here's another dark red beauty. I believe it is called Nymphaea Red Flare.



This one is Nymphaea Fuchsia Pom Pom. It almost looks like a mini sunset inside the petals.



I think this delicate waterlily is a *Nymphaea Suwannata*.



Ken told us that in nature a "perfect" flower is white. It is the imperfections that create color. This one called *Nymphaea Walter Pagels* and the one below, *Nymphaea Bride's Maid* are almost pure white and very beautiful. But the colored ones really shine also.



This can only give you a tiny glimpse of this colorful garden. The beauty here has to be seen to be believed.

For more info:

<http://www.internationalwaterlilycollection.com>

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Miss Hattie's Restaurant and Cathouse Lounge: PASSAGEWAY TO THE PAST
ARTICLE AND PHOTOS BY KATHLEEN WALLS

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Dining at Miss Hattie's Restaurant and Cathouse Lounge in San Angelo Texas is so enjoyable it should be illegal. But since there is no such thing as too much fun it's perfectly legal. You can munch on appetizers like Bacon Wrapped Jalapenos, which are filled with cream cheese and offer just enough bite in the crisply fried bite-sized morsels to be delicious without scorching your tonsils. Or you can sample a mixed appetizer plate with three different choices from their special Texas Toothpicks, slivers of breaded onion and jalapenos; Fried Zucchini; Hand dipped Onion Rings; or Fried Mushrooms all served with a ranch dressing.



Bacon Wrapped Jalapenos



Miss Hattie's Meatloaf

For lunch you might choose Miss Hattie's Meatloaf. I did and decided it should have been called "meatlove." It was so good dripping its tomato rich topping and accompanied by mashed potatoes and a veggie. If you are really starving order the Chicken Fried Steak but be warned it more than covers a *big* plate with its tender crispy goodness.



Chicken Fried Steak

The supper menu is more upscale from the lunch one while lunch is more home-cooking. If you dine there for supper, you could splurge with The Carpetbagger, a 21-day aged rib eye stuffed with crab and topped with a red wine sauce. If you don't want to go that far out, you could have one of their New York strip steaks or a Surf and Turf special.

Whatever you do don't skip dessert. The cheesecakes are beyond tasty ranging towards heavenly. The Chocolate Kahlua was my favorite. But the Carmel Pecan and Baklava give it a run for its money.



Three special cheesecakes

Brenda Gunter, the owner, is her own chef and not only has created a fantastic menu but invented some intriguing names. Such as some names for the dishes especially the "Brothel Burgers" like "Hot as you can make it Mary" and "XXX Burger" add a bit of local color. Her menu is a tasty cross between West Texas and New York influences.

The wine menu is extensive or you can enjoy a cocktail or beer. No matter which part of the restaurant you din in, take a tour around to see the entire place. There is quite a history and a interesting legend about it. This building was once San Angelo National Bank. The tin ceilings and brick wall in the main dining room and the rock walls in the bar and adjoining rooms date back to the late 1800s when the bank was built. Be sure to go into the main dining room and tap on the floor, there's a hollow sound near the center of the room. This involves one of San Angelo's most interesting legends.



Brenda Gunter shows where the secret tunnel is located

For years there were stories that back around the turn of the century, farmers and ranchers would come into town with their families in their buggies. The gentlemen would part with the wives sending the ladies off to do their shopping and the men would take care of their banking business. The gentlemen would enter the bank and step down into the tunnel leading to the basement of Miss Hattie's Bordello. Of course, it was business of a sort. Money did change hands. After conducting their business, the gentlemen returned through the tunnel to the bank and rejoined the wives to have a fine dinner in town before returning home.



Miss Hattie's Restaurant and Cathouse Lounge was once an old bank

When the Gunters were reworking the building to open the restaurant they discovered that there really was a tunnel under the floor. At present you can't go into it. It's just neat knowing it is there and how it was once used.



Some of the decor at Miss Hattie's Restaurant and Cathouse Lounge

The entire restaurant, side rooms and bar are decorated to fit the time when the brothel flourished. Ladies clothing including "unmentionables" from the Victorian era adorn the walls. Authentic jazz band instruments are mounted on the bar walls. It's almost a museum and well as a restaurant.



Stepping into Miss Hattie's Restaurant and Cathouse Lounge is like stepping into the past

The building has at least two spirits. A visiting psychic and a local clergyman, Bishop Pfeifer, recently retired bishop of the Diocese of San Angelo, are among those who have felt the spirits there. Brenda told us, "We always say late at night the ghosts come out and the girls come down and play. The only thing I require is that when we open at 11am, the ghosts go back into the walls and the girls go back upstairs."

For more info:

<http://www.misshattiesrestaurant.com>

American Roads and Global Highways has so many great articles you may want to search it for you favorite places or new exciting destinations.



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SAN ANGELO
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CONVENTION AND VISITORS BUREAU

Slide 1

Economic Impact

October 2016	Meeting Dates	Type	Attendance	Out of Town Attendance	Days	Peak	Rooms	\$ Value
Texas Association of Counties TAC Regional Meetings	10/04/2016 10/05/2016	C	75	50	2	20	20	8,500
Dusek/Hoag Wedding	10/07/2016 10/09/2016	C	200	50	3	30	45	17,000
West Texas Half Marathon/5 K Race Texas	10/15/2016 10/16/2016	SP	900	285	2	200	200	23,940
McCamey Fab 60's Reunion	10/20/2016 10/23/2016	C	50	50	4	45	135	25,500
Grand Ole Tour Wool Capital Region AACA Grand Ole Tour Wool Capital Region AACA	10/20/2016 10/22/2016	C	120	50	3	20	70	17,000
En Plein Air	10/23/2016 10/30/2016		200	100	8	20	140	119,000
TRAPS Certified Playground Safety Instructor's Course	10/24/2016 10/26/2016	C	70	65	3	50	100	2,100
Sun City Tours Motorcoach Tour	10/25/2016 10/27/2016	MC	26	26	3	25	50	8,840
Texas State Library and Archives Commission	10/26/2016 10/27/2016		20	20	2	20	24	3,400
San Angelo Roping Fiesta Roping Fiesta	10/28/2016 10/30/2016	C	7,000	3,000	3	100	200	1,020,000
Subtotal for October			8,661	3,696			984	\$1,245,280
November 2016	Meeting Dates	Type	Attendance	Out of Town Attendance	Days	Peak	Rooms	\$ Value
The Concho Kennel Club Annual National AKC Dog Show	11/04/2016 11/06/2016	C	400	100	3	100	53	34,000
Ralph Davis Ag Tour	11/08/2016 11/08/2016	C	40	40	1	0	0	5,040
Greenline Tours	11/09/2016 11/09/2016	C	400	400	1	0	0	50,400
Authentic Womens Empowerment Conference	11/10/2016 11/11/2016	C	125	40	2	15	15	6,800
Old Chicken Farm Art Center Annual Open House	11/25/2016 11/27/2016		1,500	400	3	35	70	111,200

Economic Impact

November 2016	Meeting Dates	Type Attendance	Out of Town Attendance	Days	Peak	Rooms	\$ Value
Texas Municipal Courts Education Center	11/30/2016	C	40	2	5	8	850
Clerks Clinic	12/01/2016						
Subtotal for November	6 Groups		2,505			146	\$208,290
December 2016	Meeting Dates	Type Attendance	Out of Town Attendance	Days	Peak	Rooms	\$ Value
San Angelo ISD	12/01/2016	SP	330	3	40	80	55,440
McCutchen Basketball Tournament	12/03/2016						
Christmas at Old Fort Concho	12/02/2016	C	1,750	3	50	100	595,000
Christmas at Old Fort Concho	12/04/2016						
Concho Christmas Celebration Christmas Lights	12/02/2016	C	4,900	30	15	421	1,666,000
Concho Christmas Celebration Christmas Lights	12/31/2016						
Texas Forts Trail Anniversary Study Group	12/02/2016	C	18	2	12	10	3,060
	12/03/2016						
Subtotal for December	4 Groups		6,998			611	\$2,319,500
Subtotal for 2016	20 Groups		11,679			1,741	\$3,773,070

Economic Impact
Grand Totals

	2016	Total
Groups	20	20
Attendance	87,334	87,334
Out of Town	11,679	11,679
Rm Nights	1,741	1,741
\$ Value	3,773,070	3,773,070

Convention Sales Department Detail Report From 10/1/2016 To 12/31/2016

Sales Leads

	Dates	Total Attendance	Out of Town Attendance	# Days	Peak	Rm Nts	Ec. Impact
* McCamey Fab 60's Reunion	10/20/2016 10/23/2016	50	50	4	45	135	25,500
* Ralph Davis Ag Tour	11/08/2016 11/08/2016	40	40	1	0	0	5,040
* Greenline Tours	11/09/2016 11/09/2016	400	400	1	0	0	50,400
* Old Chicken Farm Art Center Annual Open House	11/25/2016 11/27/2016	1,500	400	3	35	70	111,200
Helms Briscoe - Jesse Maltieri	12/13/2016 12/20/2016	0	20	8	15	105	23,800
* Theresa James Bleeding Control Training	02/05/2017 02/07/2017	100	50	3	28	56	13,900
* Linda Cotter Family Reunion	06/03/2017 06/04/2017	35	35	2	15	15	4,865
* Texas Main Street Summer Training Session	06/13/2017 06/16/2017	75	75	4	70	160	31,275
* Sparr and Nunez Wedding	06/23/2017 06/25/2017	0	50	3	20	40	13,900
* 2017 Best Little Region Convention of Narcotics Anonymous Annual Meeting	11/03/2017 11/05/2017	100	100	3	75	150	27,800
* 2018 Texas Clay Sporting Championship	05/30/2018 06/03/2018	1,000	600	5	200	800	333,600
Total Sales Leads Issued	11	3,300	1,820			1,531	\$641,280

* Group/Event booked definite

Convention Sales Department Detail Report

From 10/1/2016 To 12/31/2016

	Dates	Total		# Days	Peak	Rm Nts	Ec. Impact
		Attendance	Out of Town Attendance				
Definite Bookings							
The Concho Kennel Club Annual National AKC Dog Show	10/31/2014 11/02/2014	500	500	3	0	0	164,000
National Multiple Sclerosis Society National MS Walk	04/21/2016 04/23/2016	200	200	3	15	30	5,100
McCamey Fab 60's Reunion	10/20/2016 10/23/2016	50	50	4	45	135	25,500
Ralph Davis Ag Tour	11/08/2016 11/08/2016	40	40	1	0	0	5,040
Greenline Tours	11/09/2016 11/09/2016	400	400	1	0	0	50,400
Authentic Womens Empowerment Conference	11/10/2016 11/11/2016	125	40	2	15	15	6,800
Old Chicken Farm Art Center Annual Open House	11/25/2016 11/27/2016	1,500	400	3	35	70	111,200
San Angelo ISD McCutchen Basketball Tournament	12/01/2016 12/03/2016	500	330	3	40	80	55,440
Texas Forts Trail Anniversary Study Group	12/02/2016 12/03/2016	20	18	2	12	10	3,060
Angelo State University AFROTC Drill Meet 2016	03/25/2017 03/26/2017	1,300	1,000	2	500	500	139,000
Regional Cavalry Competition	04/19/2017 04/22/2017	2,200	200	4	20	60	83,400
Angelo Football Clinic Annual Coaches Clinic	06/13/2017 06/15/2017	1,600	1,400	3	200	400	389,200
Texas Section Society for Range Management Annual Meeting	10/10/2017 10/13/2017	200	175	4	195	585	72,975
En Plein Air	10/26/2017 10/29/2017	200	100	4	30	90	41,700
The Concho Kennel Club Annual National AKC Dog Show	11/04/2017 11/06/2017	300	75	3	30	60	20,850
Christmas at Old Fort Concho Christmas at Old Fort Concho	12/01/2017 12/03/2017	14,000	4,300	3	50	100	1,195,400

Convention Sales Department Detail Report

From 10/1/2016 To 12/31/2016

	Dates	Total		# Days	Peak	Rm Nts	Ec. Impact
		Attendance	Out of Town Attendance				
International Waterlily & Water Garden Society	09/20/2018	200	175	4	50	150	72,975
International Waterlily & Water Garden Society	09/23/2018						
Total Definite Bookings:		17	23,335	9,218		2,285	\$2,442,040

International Waterlily & Water Garden Society
International Waterlily & Water Garden Society

Convention Sales Department Detail Report

From 10/1/2016 To 12/31/2016

Dates	Total		Out of Town Attendance	# Days	Peak	Rm Nts	Ec. Impact
	Attendance						

Lost Business

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CONVENTION AND VISITORS BUREAU

Slide 2



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SAN ANGELO -- The women don't look up from their 1940s Singer sewing machines as we clomp past. At [M.L. Leddy's](#), they're used to visitors dropping by, and as eager as we are to find out how custom boots are made, the workers -- stitching designs, hammering on soles -- are far more eager to get those boots completed.

As it is, each pair takes about 14 months from order to delivery, and by the time you get the boots, about 25 people will have worked on them -- and that doesn't count the person who wrote the order down.

Leddy's has been making beautiful boots this laborious, old-fashioned way since 1922 (starting in Brady, moving to San Angelo in 1936 and adding a Fort Worth store in 1941) and doesn't plan to change.



Using vintage Singer sewing machines, workers stitch patterns on boot leather at M.L. Leddy's in San Angelo. Helen Anders

So when somebody asks, "What's new?" in San Angelo, the proud answer is: not much.

The little town on the Concho River thrives on its history, its slow pace and its friendly locals. A bit shy of 100 years old, Leddy's might actually be considered a young 'un in this town, founded from Fort Concho, which was established in 1867 to help keep law and order for new settlers. (The fort was deactivated in 1889, but you can explore 23 restored and replicated buildings at [Fort Concho National Historic Landmark](#).)

While Fort Concho's soldiers kept the local peace, skirmished with Apaches and Comanches, built roads, and escorted stagecoaches and cattle drives, a little town rose up across the river specializing in gambling and prostitution. By the turn of the century, there were 13 dance halls, brothels and saloons in San Angelo, and one of those brothels, [Miss Hattie's](#), has been preserved as a museum for tours.



Hungry in a big way? Try this huge chicken fried steak at Miss Hattie's Restaurant in San Angelo. Helen Anders

To get the full experience, eat lunch -- either a juicy Bordello Burger or a plate-size chicken-fried steak -- at [Miss Hattie's Restaurant and Cathouse Lounge](#) in an 1884 bank building, under which a tunnel once ran to the bordello down the block. Ranchers came into town, went into the bank and emerged awhile later, having conducted business on two levels.

You can't take the tunnel to Miss Hattie's Bordello Museum, but you can walk to it, and it's beautifully restored with period pieces and some original furnishings, including a brass bed, along with the original pressed-tin ceiling.

The bordello was probably not a bad place for its ladies to live. It had the area's first indoor plumbing and offered full maid and laundry service. Each room is decorated to the taste of the lady of the evening who inhabited it, whose stories are told by a guide in the persona of Miss Hattie. The bordello operated until the late '40s, when it was raided and closed by the Texas Rangers.

It occupies the second floor of an 1898 building housing a jewelry store, Legend Jewelers, where you'll find jewelry made with concho pearls, a local prize harvested for hundreds of year from Tampico mussels in the Concho River. The big pink and purple pearls shine, and it's hard to resist buying one, but they're pricey.



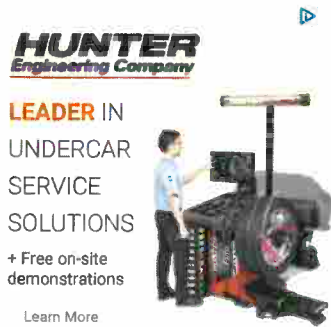
Downtown San Angelo looks old, and that's its intention. It focuses on its history. *Helen Anders*

As you stroll around San Angelo, you'll notice that the town's designated public art piece -- in the way that you'll find fiberglass guitars all over Austin and hearts in San Francisco -- is the sheep. A fiberglass sheep graces virtually every corner, and the one outside Leddy's seems to be grinning slyly. These sheep honor San Angelo as a top sheep market in the U.S. and huge producer of wool and mohair. On the drive to San Angelo, you'll pass plenty of the live variety.



One of many fiberglass sheep stands next to M.L. Leddy's in San Angelo. The sheep, a reference to the town's status as a top wool producer, dot the downtown landscape. Helen Anders

San Angelo holds one attraction that seems a bit random: a world-renowned collection of water lilies. Drive to Civic League Park and walk through the [International Water Lily Garden](#). What you'll see in seven pools surrounded by wrought-iron fencing (to keep lily-eating varmints out) represents just half of 1 percent of the water lily collection of one Ken Langdon. Most lilies live on his farm about 20 miles away. Just park, pop out and see them free.



San Angelo also blends old and new in its food scene. At upscale restaurant Peasant Village, owner-chef Jason Helfer bases many dishes on handed-down family recipes, but he adds his own flair. A citrus balsamic glaze might grace a rack of lamb, for example. I say might, because the menu inside this 1927 house changes constantly and deliciously. Based on the restaurant's popularity since Helfer and his father founded it in 1995, even San Angelo acknowledges that a little change is good, as long as you hang on to history.

If you go

M.L. Leddy's, 222 S. Oakes St., leddys.com

Fort Concho National Historic Landmark, 630 S. Oakes St., fortconcho.com. Self-guided tour \$3 adults, \$2 seniors, \$1.50 kids 7 to 17.

Miss Hattie's Restaurant, 26 E. Concho Ave., misshattiesrestaurant.com

Miss Hattie's Bordello, 18 E. Concho Ave., misshatties.com

Legend Jewelers, 18 E. Concho Ave., legendjewelers.com

International Water Lily Garden, 2 S. Park St., internationalwaterlilycollection.com, free

Peasant Village, 23 S. Park St., peasantvillagerestaurant.com

Helen Anders is an Austin freelance writer.



A rotating selection of water lily varieties from all over the world at the International Water Lily Garden reflects just half of one person of Ken Langdon's collection. You don't expect to find it in San Angelo, but that's where it is. Helen Anders

[VIEW COMMENTS](#)



Daytripper: San Angelo

A Wild Time in San Angelo



(Photo: Hogaboom Road, Inc.)

On a map, San Angelo sits somewhere between the Hill Country and West Texas. But what the map doesn't show is that this town also lies between its epic past and a bright future. I quickly realized that when tripping to "S'nangelo" or "Angelo" (as the locals call it), one must always come prepared with an appetite, boots, and a wanderlust to explore.

Contact the San Angelo Convention and Visitors Bureau at 325/655-4136.

Chet Garner is the host of The Daytripper® travel show on PBS.

9:00 a.m.: To start my adventure in the “doorway to the West,” I headed to Donutopia’s magical wonderland of circular sweets topped with everything from bacon to breakfast cereal. After much debate, I opted for a fresh-from-the-oven cinnamon roll prepared like a peanut-butter-and-jelly sandwich. It was truly donut utopia.

10:00 a.m.: Next, I made my way to Fort Concho. Built in 1867 on the lonely Texas frontier, this Wild West fort is now in the middle of town, as it was the fort’s protection that allowed the city to grow around it. Walking through the buildings transported me back to the days of soldiers, cannons, and mounted cavalry. It felt like the bugle could sound and ready the troops for battle at any moment.

12:00 p.m.: Crossing the Concho River en route to downtown, an old truck covered in paint and mosaics caught my eye. I pulled over and found myself walking the Concho River Trail, where amazing sculptures, murals, and mosaics enhance the natural beauty of the river. Before I knew it, I had wandered a mile down the trail, which made for an easy and artistic way to get some exercise.

1:00 p.m.: I arrived on Concho Avenue and noticed painted sheep statues all around, which is fitting for a town once known as the “Wool and Mohair Capital of World.” I also noticed multiple buildings bearing the name “Miss Hattie’s” and decided to investigate Miss Hattie’s Bordello Museum (pictured above). Our tour guide led us upstairs and into an apartment-like studio that was once San Angelo’s busiest “house of ill repute”—until the Texas Rangers shut it down in 1950.

2:30 p.m.: I walked downstairs to a heavenly aroma originating from Miss Hattie’s Restaurant and Cathouse Lounge. Though the walls are covered with women’s undergarments, it’s one of the town’s best burger joints. I chowed down on a “Brothel Burger” with bacon, jalapeños, and roasted red peppers. It was sinfully delicious.

3:00 p.m.: I had already found more than expected in San Angelo, but the Concho River pearls at Legend Jewelers really surprised me. I perused the lavender pearls, each with a distinctive hue and character, and marveled that these gemstones came from Tampico pearlymussels found in the murky waters of the Concho River. Local jewelry shops get the pearls from the handful of licensed commercial musselers permitted to collect them.

4:00 p.m.: Since I'd spent enough time looking at women's clothing and jewelry, I decided it was time to do something more macho. I grabbed my mountain bike and headed to San Angelo State Park, home to part of the Official Texas State Longhorn Herd. The park's 50 miles of trails led me through dirt, dust, and cactus as I spent the next few hours admiring the wide-open spaces and expansive West Texas sky—and trying not to crash face-first into a prickly pear.

8:00 p.m.: My appetite was back, and I knew the perfect place to relax and enjoy the rest of the evening—The Concho Pearl Icehouse. This rockin' restaurant sits inside of a renovated gas station building and serves up "Texas eclectic" food with a hip vibe, live mu-sic, and plenty of craft brews on tap.

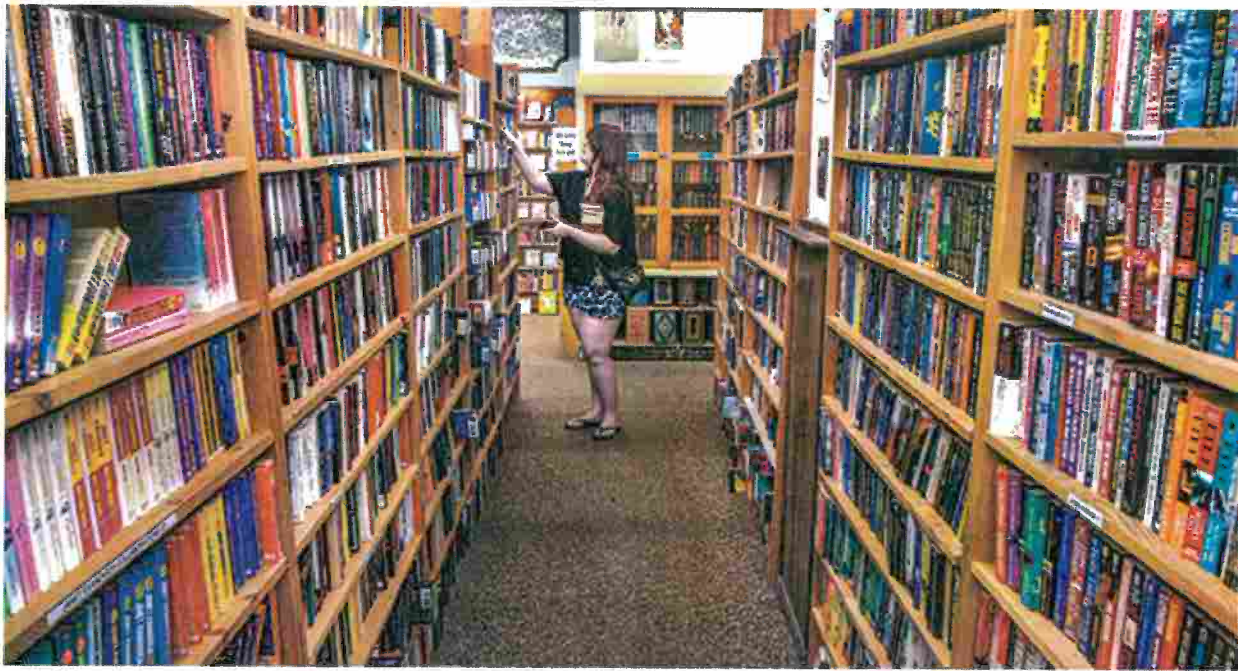
I dug into my deep-fried, brisket-stuffed avocado and looked up as the sunset painted the sky with the pinks and purples of a Concho pearl. It reminded me that beauty, adventure, and the best trips are often found in the most unexpected places. So whether you follow my footsteps or forge your own path, I hope to see you on the road.

From the November 2016 issue.



Texas Bookish Destinations

A reader's ramble through the Lone Star State



Recycled Books, Records, & CDs in Denton. (Photo by Michael Amador)

Every fall the streets around the Texas State Capitol sprout huge white event tents, and crowds of booklovers—some 40,000 visitors of all ages—come from miles around to hear hundreds of popular authors discuss their works, snag signed copies, and enjoy food, fun, and live music. The Texas Book Festival, now in its 21st year, is one of the few such events in the nation to invite readers inside a capitol building—and it definitely puts Austin at the top of Texas “bookish destinations” for literary travelers.

Check out lists of Texas' top bookstores and classic Texas books at www.texashighways.com.

What makes a place a literary destination? Fans might seek out a setting of a well-known novel, such as that of Larry McMurtry's *The Last Picture Show* in Archer City, or a great independent bookstore like Front Street Books in Alpine or Recycled Books, Records, & CDs in Denton. They might be drawn by a work of art like the often-photographed sculpture of Old Yeller and his master in Mason, hometown of author Fred Gipson.

It might be an institution like the enchilada-red public library in downtown San Antonio, co-host of the annual San Antonio Book Festival. Or, a site like the infamous Texas School Book Depository in Dallas, now open to visitors as the Sixth Floor Museum. It might be a once-a-year spectacle that's worth the trip, like the George West Storyfest (November 4-6 in George West, "the Storytelling Capital of Texas").

As a lifelong reader and now editor and publisher of *Lone Star Literary Life*, a website and email newsletter dedicated to Texas books and writers, I've planned my travels around my interest in books for years. Here are some of my favorite Texas bookish destinations:

Austin

The Texas Book Festival is only one reason for booklovers to mark Austin on their itineraries. Slated for November 5-6 this year, it will feature festival co-founder Laura Bush with her daughter Jenna Bush Hager as authors of *Our Great Big Backyard*, which celebrates the centennial of the National Park Service. More than 280 writers "from celebrity chefs to brilliant debut novelists to internet celebrities, political writers, and comedians are on the roster this year," says Julie Wernersbach, the festival's literary director.

Austin is also home to a bounty of chain and independent bookstores of all stripes—from the two-story stalwart BookPeople to BookWoman, the city's longtime feminist bookstore. It's possible to catch a reading at one of them any given day or night, or at offbeat spots like the Whip In or the Spider House Ballroom, where open mics and spoken-word events draw crowds.

The city's rich university life also means terrific opportunities for bookish visitors. The University of Texas' Harry Ransom Center for the Humanities, which holds a renowned collection of manuscripts and rare books (including a Gutenberg Bible and three copies of

the Shakespeare First Folio, the 1623 collection of the Bard's plays), is open to the public for exhibitions and tours.

One of Austin's best-known literary residences is the William Sidney Porter House, the downtown cottage where the author otherwise known as O. Henry lived in the 1890s. The historic structure houses the O. Henry Museum, which explores Porter's life in Austin and hosts literary events, including the annual Pun-Off World Championships each May.

Abilene





Abilene's National Center for Children's Illustrated Literature aka "The Nickel." (Photo by J. Griffis Smith)

Abilene is the gateway to West Texas, where cedar and live oak trees give way to mesquite, and it's also the official Storybook Capital of Texas. The Storybook Sculpture Project brightens the city's downtown with lively depictions of characters like the Grinch, Man in the Moon, and Jack Frost. Young readers—and those who once were—can also delight in the National Center for Children's Illustrated Literature (NCCIL), known colloquially as "the Nickel." Visit in June and enjoy the Children's Art & Literacy Festival, featuring a storybook character parade, readings from nationally recognized illustrators, and other family activities.

Abilene is also home to the West Texas Book Festival, which celebrated its 16th year in September. Bookseller, author, and journalist Glenn Dromgoole remembers the festival's launch. "None of us had ever even been to a book festival, so we really had no idea what we were doing," he says. "We just started inviting authors to come." More than 100 of them did—and a popular Texas literary tradition was born. Glenn and his wife, Carol, also run the Texas Star Trading Co., a bookstore and gift shop specializing in all things Texas.

San Angelo

In San Angelo, friends and fans of longtime resident Elmer Kelton raised more than \$120,000 in donations to build a statue of the city's favorite literary son. The statue at the stylish downtown library pays tribute to the Western Writers of America's "Best All-Time Western Writer," as do a downtown mural and a water lily variety named in his honor in the city's International Waterlily Collection.

Looking for collectible Kelton books? The Cactus Book Shop caters to aficionados of Western literature and Texana. Owner Felton Cochran posts on his website, “I’m particularly proud of my Texas County and Regional History section, which takes up over 70 linear feet of shelving!” Also downtown, Eggemeyer’s General Store is a bustling mercantile in the heart of the city, where many a Texas cookbook author has signed books for the store’s foodie clientele.

Midland-Odessa

If you believe there’s nothing to Midland and Odessa but pump jacks and pipe yards, think again. In the Permian Basin, which has a population of more than 300,000 residents, the user-friendly Midland Centennial Library brings in some of the state’s leading authors to interact with readers. Also in Midland, the George W. Bush Childhood Home offers children a free book with each visit. And events like Midland’s Permian Basin Writers’ Workshop and Odessa’s Books in the Basin invite book fans to appreciate the talents of writers who hail from the area, such as Stephen Graham Jones, Patrick Dearen, and Leila Meacham.

“Odessa defies expectations,” says Randy Ham, director of the Odessa Council for the Arts & Humanities. “People think of us as oil and football, but we are so much more.” Indeed, you can visit Ratliff Stadium, which inspired the book *Friday Night Lights*, as well as the Globe Theatre at Odessa College—a full-size replica of London’s historic Globe Theatre—which stages Shakespeare’s plays and other dramatic works.

El Paso

Not only is El Paso in a different time zone, its international flavor yields an experience unlike any other in the state. El Pasoan Tom Lea, an author and artist who wrote the novels *The Brave Bulls* and *The Wonderful Country* as well as numerous nonfiction classics, has left his legacy throughout the city. The downtown El Paso Public Library building is itself a worthy starting point, with its celebration of local artists and its excellent Border Heritage Collection. In the atrium behind the modern entrance is the original 1954 foyer with Lea’s 1956 mural *Southwest*, a rendering of the regional landscape. One of the best vistas overlooking El Paso and Juárez, Mexico, is from Tom Lea Upper Park, situated above El Paso High School. Or call ahead to visit the Tom Lea Institute and see his archives. The Institute is the springboard for a wider exploration of the Tom Lea Trail, which currently includes Lea murals in 11 Texas cities.

National Book Award winner and Rhode Island native Cormac McCarthy came to El Paso in the 1970s to write in “one of the last real cities left in America” and achieved both international renown and a devoted following. The author of the Border Trilogy series lived in a one-story adobe home on Coffin Avenue that later served as a touchstone for author and artist Peter Josyph’s essays in the book *Cormac McCarthy’s House*. Subsequent owners renovated the house, which is unassuming and unmarked. Though McCarthy departed El Paso some years back, his legend thrives here.

For a quirky book-scout’s excursion, stop into Martin’s Book Store at 2120 Montana. You just might be rewarded with the discovery of volumes by El Paso literary lights—Daniel Chacon, Dagoberto Gilb, Sarah McCoy, Rigoberto González, Leon Claire Metz, Benjamin Alire Sáenz, Estela Portillo Trambley, Sergio Troncoso, and publishers/writers Bobby and Lee Byrd among them—that will open the door to a new appreciation of this border city.

Hawkins

Across the state near the East Texas Piney Woods town of Hawkins, you can have your hair done and talk Texas books at the same time. Kathy L. Murphy’s *Beauty and the Book* is likely the only combination hair salon-bookstore in the country. It’s also the headquarters of the Pulpwood Queens and Timber Guys book clubs.

Sixteen years ago, Murphy, a book publisher’s representative with a bent for big hair, started the book club out of her salon with six members. Members from the club’s nearly 600 chapters converge for Murphy’s annual “Girlfriend Weekend,” a gathering for gals and guys each January complete with tiaras, pink boas, and a book-character costume ball. This coming January 12-15 in Nacogdoches, the 2017 Girlfriend Weekend will honor the late Southern novelist Pat Conroy.

“It’s the only annual meeting of book clubs in the world, and more than 50 authors will appear,” Murphy says. “Pat was such a great guy when he came to the Pulpwood Queens meeting before. He really interacted with the readers, and we loved him.”

Kyle

The contribution of women to Texas’ literary development is emphasized in Kyle at the Katherine Anne Porter Literary Center. Porter was born on May 15, 1890, in Indian Creek. At age two, following the death of her mother, she moved with her father to her grandmother’s

modest house in Kyle. The restored home, furnished with period décor, hosts tours by appointment and visiting writer events throughout the year.

Porter left Texas in 1915, moving to Chicago to start a career as journalist and writer, during which she won the Pulitzer Prize and National Book Award. Her first short story was published in 1922, and her first collection, *Flowering Judas and Other Stories*, in 1930. Her 1962 novel *Ship of Fools* made the bestseller lists for months—and made her a millionaire.

Houston

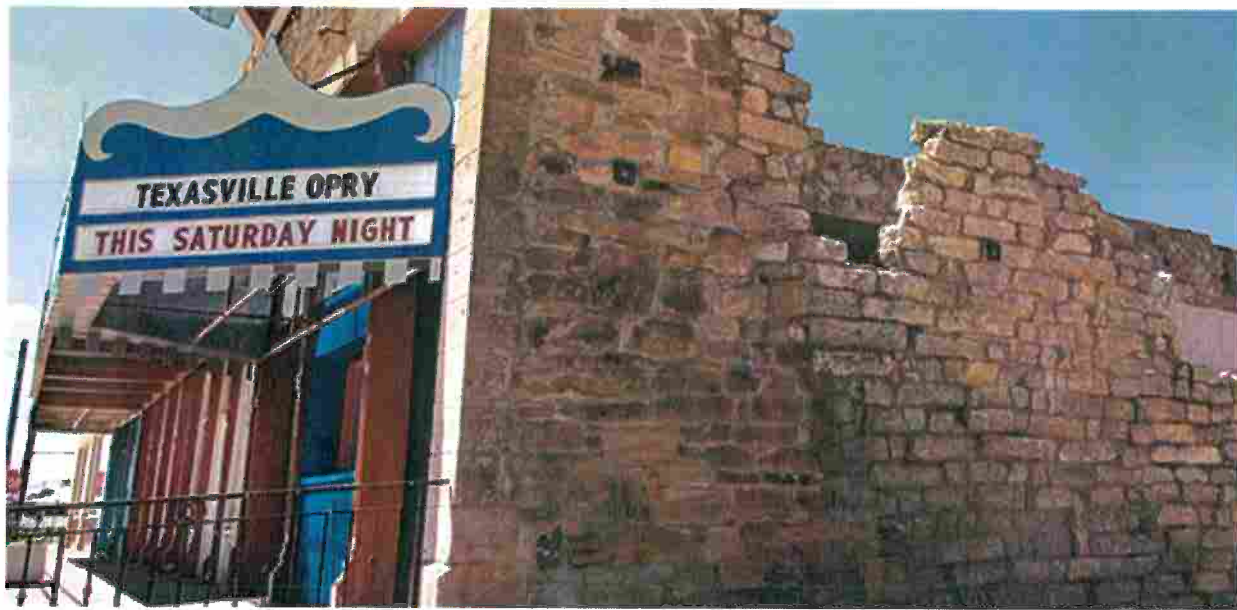
No list of Texas bookish destinations would be complete without a nod to the state's largest city. Houston is rich in opportunities for bookish travelers. More than two dozen independent and chain bookstores dot the city's literary landscape. Brazos Bookstore, Blue Willow Books, Murder By The Book, River Oaks Bookstore, and Kaboom Books are among those regularly featuring author events.

Houston is a particularly rich locale for emerging writers, a trend partly due to the influence of the University of Houston Creative Writing Program. Today, literary arts organizations like Writespace, the Houston Writers' Guild, and Inprint also cultivate local writing talent.

Booklovers will want to stay tuned for the reopening of The Printing Museum after a May 2016 fire prompted a temporary closure. Founded by four printers who wanted to share their vast collections of printed books and documents with the community, the museum first opened in 1982.

Archer City





Archer City's Royal Theater, featured in *The Last Picture Show*. (Photo by Will van Overbeek)

Archer City may be one of the smallest towns on this list, but it's a bookish destination that can't be ignored. Native son Larry McMurtry has been awarded Pulitzer, Grammy, and Emmy prizes for writing inspired by his life in Texas and his Panhandle Plains hometown. The movies *The Last Picture Show* and *Texasville*—both based on McMurtry novels—were filmed in Archer City. The Royal Theater, the historic cinema highlighted in both films, remains open as a venue for theater and musical performances.

McMurtry, once a book scout, had bought up much of his hometown's retail space and singlehandedly transformed Archer City into a "book town," opening multiple Booked Up stores, where visitors could skim seemingly endless shelves in search of literary treasure. Although the author famously downsized in 2012, his Booked Up No. 1 and No. 2 stores on South Center Street remain open by appointment, with some 200,000 titles still available to peruse.

In June 2017, Archer City will host a Larry McMurtry Festival in the author's honor. Fans of *Lonesome Dove* and other Texas classics will want to mark their calendars for a red-letter day in this tip-top Texas bookish destination.

From the November 2016 issue.

AN AGE OF SIMPLICITY AND ELEGANCE: THE TULE PRINCESS

The Last Operational, Full Size Walking Beam Steam Engine Powering A Side Wheel Paddle Steamboat Anywhere In The World



Steaming proudly out onto the wide open view on Lake Nasworthy in San Angelo, Texas, the Tule Princess is the last operational, full size walking beam steam engine powering a side wheel paddle steamboat anywhere in the world. Its uniqueness offers travelers a chance to experience “an age of simplicity and elegance.”

For owner and captain, Mack H. Fox, obtaining and operating the Tule Princess was dream come true.

The journey began back in 1995. Fox was in Chicago pursuing a career in theater and acting. He decided to take up boating as a hobby, feeling comfortable with his current job as a bar and restaurant manager, running a tavern and cafe on the north side of Chicago.

He started looking for a boat. But he didn't want a sail boat (“too complicated”) or an engine-powered boat (“too common”). Through books recommended by other steamboaters and other publications, Fox began researching about steam engine theory and practical operational skills.

The Tule Princess was built in 1983 by a Californian named David Sarlin, who grew up

in the San Francisco Bay area. He built the Tule Princess' 12.5 foot tall steam engine by hand in his own garage over a two year period. Sarlin launched the Tule Princess in 1984 [in San Francisco] and operated her till his death in 1995.

In 2005, Fox moved back to his hometown of San Angelo, Texas "to do what an elder son should do – making sure mom was okay." He got a job teaching music at the Bonham Elementary School in the San Angelo Independent School District. He's been a music teacher for 10 years now, optimizing his Music Education degree from Angelo State University.



Fast forward to March of 2013. Fox saw the Tule Princess for sale from a boat enthusiast in Michigan.

"I started thinking of some alterations that could be done to the deck configurations, like creating a large open fantail aft deck that could accommodate custom made benches [and] the possibility of making [it] a charter vessel. [That way we could take] up to 15 people out for rides in our little lake in San Angelo," explains Fox.

After working on a small business plan and getting approval to finance from the bank, Fox's goal was about to be attained.

Then there was a huge drought. The bank worried that the lake would be dry by summer and [consequently] turned down the loan. Fox told the bank that San Angelo was right on the cusp of a major flood, which happens every 17 years. But without proof, the bank didn't feel confident with the business plan. A record breaking rain which caused the lake to go up 12 and a half feet prompting the first opening of the local flood gates in 25 years changed the bank's mind.

The other speed bump was that the Michigan owner Ed Morris thought their bid was

too low but relented when he saw that Fox embraced the passion the original owner David Sarlin had for building it.

“David's hope was to keep a working example of walking-beam engine for future generations,” said Fox. “This boat represents the labor of a man that was dedicated to keeping a certain type of marine engine technology that was uniquely American. It wasn't until early 1900s that we advanced enough to make high pressure steam engines, going from paddle wheels to propellers.”



Not only were steamboats a valuable form of transportation and a way to import and export goods between 1815 and 1910, but a side wheel paddle steamboat with a walking beam engine named “The Yellowstone” played a big role in establishing Texas as a nation. The Yellowstone was instrumental in helping San Houston's Texas Independence Army cross the flood swollen Brazos River in 1836, during his strategic fallback maneuver to evade General Santa Anna's Mexican Army after the Fall of the Alamo.

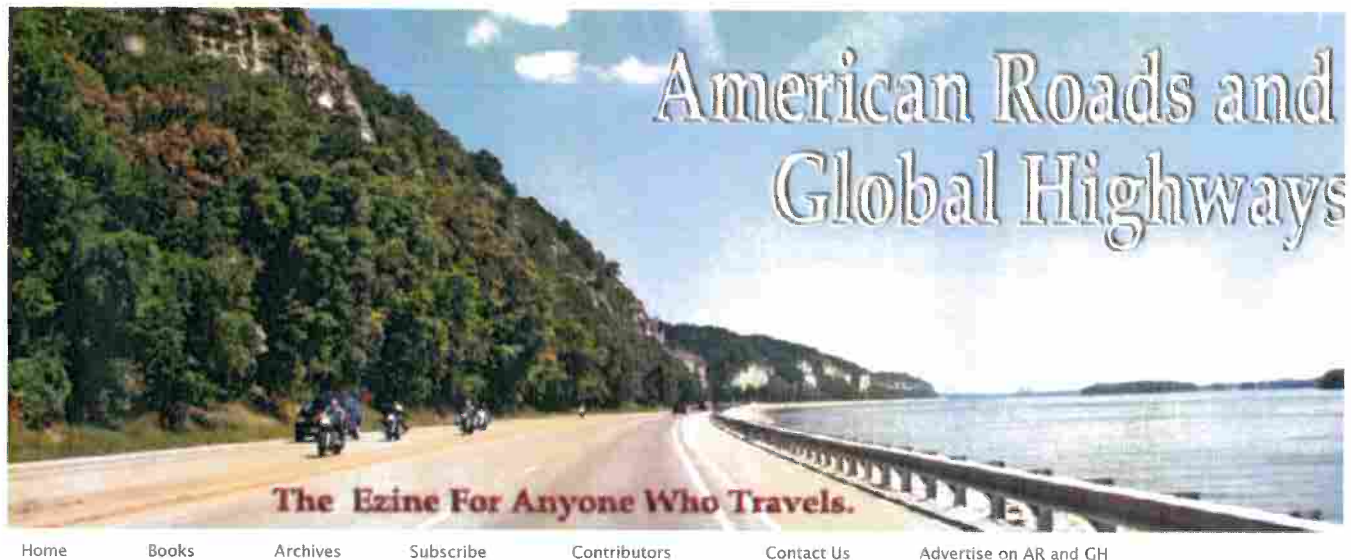
“They directly affected the future of this state,” said Fox. “Texas may not even be here if it weren't for steamboats.”

On the tour, the Tule Princess cruises on Lake Nasworthy at four miles per hour (“It doesn't sound very fast but the Yellowstone only went four miles an hour and it changed the whole scope of transportation in this country.”)

“Many people that come on board are shocked to find out that we have a real steam engine,” continues Fox. “Their eyes get huge. [Some of these people] are older guys...motor heads, who think they know everything. Other people don't ask questions. They marvel at how it's so quiet and calm”

Along with his Chief Engineer Anthony Edmund, Operations Manager Debra Edmund, Fireman and Assistant Engineer Gene Roberts as well as the three high school-aged deck hands from his classes, Fox is proud that “we all share this vision of maintaining this unique, one of a kind boat,” said Fox. “We work on it...pray on it...and miracles come. It's been a family thing. It's been a team thing. We'll do anything to keep this boat viable and running.”

AMERICAN ROADS AND GLOBAL HIGHWAYS



Have you ever wondered where one of the world's most prestigious collections of waterlilies in the US can be found? Probably the last place you would guess is San Angelo, Texas but you would be wrong.

Ken Landon, the owner and director of this collection displays it at Civic League Park in San Angelo. The facility is called The International Waterlily Collection. Gazing over the seven raised pools filled with a treasure trove of eye candy in the form of rare and even one-of-a-kind waterlilies you will be amazed at the beauty. And this is only a portion of Ken's collection.

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I visited there several months ago and couldn't stop snapping pictures. I'll try and bring Ken's treasure to life for you with this article but nothing will replace visiting San Angelo and seeing it for yourself. I'm going to be making a semi-educated guess about the names of these beauties but don't hold my feet to the fire if I am wrong; I'm not a botanist.

Ken is passionate about waterlilies. He told us "Many of the lilies here are now extinct in the wild. I'm president of the International Waterlily and Preservation Repository and we're trying to preserve these lilies."



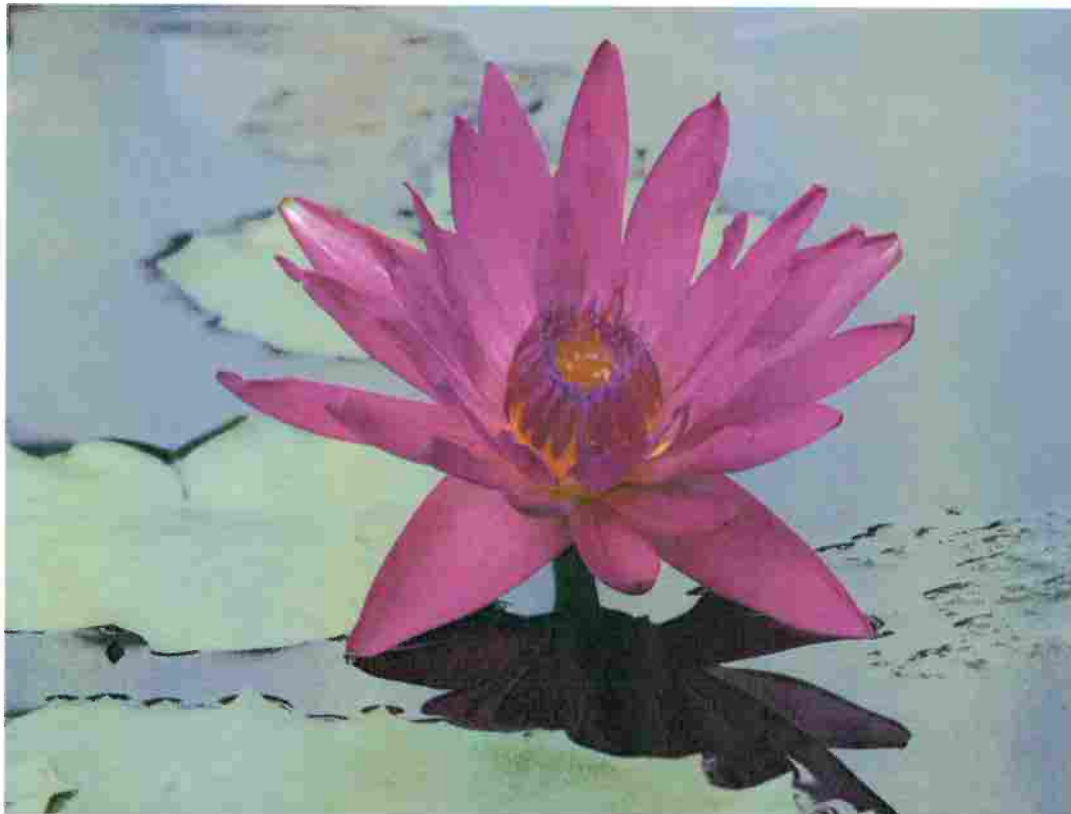
Ken is an expert at hybridization. He has succeeded in crossing plants that traditional botanists said could not be done. Blue Cloud above is one example. "It's the most sought after waterlily in the world." (Unless I pointed my camera wrong) Ken explained "Blue waterlilies like this do not occur in nature. Me and two other guys made something that doesn't exist anywhere in nature" Ken concluded "it was like crossing a dog and a cat. Mother Nature says you're not supposed to do that."



One waterlily here, a Victoria Longwood Hybrid Nutt, was developed by Patrick Nutt from Longwood Gardens who crossing the two species plants (*V. cruziana* x *V. amazonica*) The Victoria Amazonia, one of the parent plants, is only found in the Amazon jungles. One unusual thing about this plant is that the flowers are creamy white the first night. Then they close and reopen the second night as pink and the third night a darker red.



Here's another dark red beauty. I believe it is called Nymphaea Red Flare.



This one is Nymphaea Fuchsia Pom Pom. It almost looks like a mini sunset inside the pedals.



I think this delicate waterlily is a *Nymphaea Suwannata*.



Ken told us that in nature a "perfect" flower is white. It is the imperfections that create color. This one called *Nymphaea Walter Pagels* and the one below, *Nymphaea Bride's Maid* are almost pure white and very beautiful. But the colored ones really shine also.



This can only give you a tiny glimpse of this colorful garden. The beauty here has to be seen to be believed.

For more info:

<http://www.internationalwaterlilycollection.com>

AMERICAN ROADS AND GLOBAL HIGHWAYS

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**MISS HATTIE'S RESTAURANT AND CATHOUSE LOUNGE:
PASSAGEWAY TO THE PAST
ARTICLE AND PHOTOS
BY KATHLEEN WALLS**

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Dining at Miss Hattie's Restaurant and Cathouse Lounge in San Angelo Texas is so enjoyable it should be illegal. But since there is no such thing as too much fun it's perfectly legal. You can munch on appetizers like Bacon Wrapped Jalapenos, which are filled with cream cheese and offer just enough bite in the crisply fried bite-sized morsels to be delicious without scorching your tonsils. Or you can sample a mixed appetizer plate with three different choices from their special Texas Toothpicks, slivers of breaded onion and jalapenos; Fried Zucchini; Hand dipped Onion Rings; or Fried Mushrooms all served with a ranch dressing.



Bacon Wrapped Jalapenos



Miss Hattie's Meatloaf

For lunch you might choose Miss Hattie's Meatloaf. I did and decided it should have been called "meatlove." It was so good dripping its tomato rich topping and accompanied by mashed potatoes and a veggie. If you are really starving order the Chicken Fried Steak but be warned it more than covers a *big* plate with its tender crispy goodness.



Chicken Fried Steak

The supper menu is more upscale from the lunch one while lunch is more home-cooking. If you dine there for supper, you could splurge with The Carpetbagger, a 21-day aged rib eye stuffed with crab and topped with a red wine sauce. If you don't want to go that far out, you could have one of their New York strip steaks or a Surf and Turf special.

Whatever you do don't skip dessert. The cheesecakes are beyond tasty ranging towards heavenly. The Chocolate Kahlua was my favorite. But the Carmel Pecan and Baklava give it a run for its money.



Three special cheesecakes

Brenda Gunter, the owner, is her own chef and not only has created a fantastic menu but invented some intriguing names. Such as some names for the dishes especially the "Brothel Burgers" like "Hot as you can make it Mary" and "XXX Burger" add a bit of local color. Her menu is a tasty cross between West Texas and New York influences.

The wine menu is extensive or you can enjoy a cocktail or beer. No matter which part of the restaurant you din in, take a tour around to see the entire place. There is quite a history and a interesting legend about it. This building was once San Angelo National Bank. The tin ceilings and brick wall in the main dining room and the rock walls in the bar and adjoining rooms date back to the late 1800s when the bank was built. Be sure to go into the main dining room and tap on the floor, there's a hollow sound near the center of the room. This involves one of San Angelo's most interesting legends.



Brenda Gunter shows where the secret tunnel is located

For years there were stories that back around the turn of the century, farmers and ranchers would come into town with their families in their buggies. The gentlemen would part with the wives sending the ladies off to do their shopping and the men would take care of their banking business. The gentlemen would enter the bank and step down into the tunnel leading to the basement of Miss Hattie's Bordello. Of course, it was business of a sort. Money did change hands. After conducting their business, the gentlemen returned through the tunnel to the bank and rejoined the wives to have a fine dinner in town before returning home.



Miss Hattie's Restaurant and Cathouse Lounge was once an old bank

When the Gunters were reworking the building to open the restaurant they discovered that there really was a tunnel under the floor. At present you can't go into it. It's just neat knowing it is there and how it was once used.



Some of the decor at Miss Hattie's Restaurant and Cathouse Lounge

The entire restaurant, side rooms and bar are decorated to fit the time when the brothel flourished. Ladies clothing including "unmentionables" from the Victorian era adorn the walls. Authentic jazz band instruments are mounted on the bar walls. It's almost a museum and well as a restaurant.



Stepping into Miss Hattie's Restaurant and Cathouse Lounge is like stepping into the past

The building has at least two spirits. A visiting psychic and a local clergyman, Bishop Pfeifer, recently retired bishop of the Diocese of San Angelo, are among those who have felt the spirits there. Brenda told us, "We always say late at night the ghosts come out and the girls come down and play. The only thing I require is that when we open at 11 am, the ghosts go back into the walls and the girls go back upstairs."

For more info:

<http://www.misshattiesrestaurant.com>

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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

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

Summary/History:

On January 10, 2017, the Planning Division received a petition to annex from the property owner, Rocky Templin. City Council unanimously voted on February 7, 2017, to accept the Petition To Annex. By adopting a calendar of annexation proceedings as prescribed under Chapter 43 of the Texas Local Government Code, City Council will initiate a process that may be completed as early as April 18, 2017.

Financial Impact:

N/A

Other Information/Recommendation:

This item does not require a recommendation by the Planning Commission. No action is necessary. The first public comment hearing date was held on March 7, 2017.

Attachments:

1. Staff Report PL_2nd Public Comment Hearing D&D Asylums_Memo.docx

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

Memo



Meeting Date: March 21, 2017

To: Mayor and City Council members

From: Jon James, AICP
Planning & Development Services Director

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

Subject: Second public comment hearing for possible annexation (to San Angelo's City limits) of certain properties situated west of San Angelo

Location: An area encompassing an unaddressed 17.192-acre tract generally located west of Wilke and Pinon Ridge Drives, west of the Prestonwood residential development

Summary:

On January 10, 2017, the Planning Division received a petition to annex from the property owner, Rocky Templin. City Council unanimously voted on February 7, 2017, to accept the Petition To Annex.

By adopting a calendar of annexation proceedings as prescribed under Chapter 43 of the Texas Local Government Code, City Council will initiate a process that may be completed as early as April 18, 2017.

The Local Government Code authorizes cities to annex sparsely occupied areas on petition of the area's landowner(s). This section (43.028) only applies to the annexation of areas that meet the following criteria:

- (1) is one-half mile or less in width;
- (2) is within the ETJ (Extra-Territorial Jurisdiction) of the city;
- (3) is vacant and without residents, or on which fewer than three qualified voters reside;
- (4) is contiguous to the annexing city.

Annexation Calendar: *(no special meetings needed)*

Petition to annex February 7, 2017

First public hearing March 7, 2017

Second public hearing March 21, 2017

Introduce annexation
Ordinance, on First
Reading April 4, 2017

Second and final reading
of annexation Ordinance April 18, 2017

Analysis of Proposed Annexation:

The City of San Angelo's Annexation Plan (updated in 2009) is categorized into three timeframes in which annexations should occur. The first of these three is the "Immediate" time frame ranging from 0-5 years. Second, is the "Intermediate" which suggests annexations that could occur 5-10 years from the date the annexation plan was updated. Finally, we have the "Long-Term" timeframe which recommends annexations that could occur 20 or more years from the date the annexation plan was updated. The proposed site for annexation fits within the "Immediate" time frame of the City's approved Annexation Plan. The Comprehensive Plan recommends focusing immediate annexation efforts on areas that can be served by extending the existing water distribution system, and avoiding annexation of areas where development would necessitate extensive improvements to water tanks and transmission lines. The area included in this annexation petition is located within 200 feet of an existing water main and will not require extensive improvements to existing water tanks and transmission lines.

San Angelo's Comprehensive Plan suggests that municipal annexation should be used to direct urban growth into areas adjacent to existing City limits, where infrastructure for transportation and utilities are already in place.

This site sits west of Southland Boulevard and east of Sherwood Way and is designated on the Comprehensive Plan's Future Land Use Map as "Neighborhood." The Comprehensive Plan states that the intent of an annexation is to ensure that new housing and business activity

is incorporated within the City limits of San Angelo in way which minimizes up-front municipal expenditures (for capital improvements in newly annexed areas) but maximizes suitability of such development within the urban context of San Angelo. In addition, the Comprehensive Plan recommends balancing short-term costs of making measured capital improvements in possible annexation areas, with long-term costs of continuously not annexing these same areas. The Comprehensive Plan also states that the intent for the future growth of Neighborhoods is to promote vibrant and viable neighborhoods, improve neighborhood connectivity with and between neighborhoods, improve relationships between adjacent commercial and residential land use adjacencies, grow new neighborhoods in San Angelo in a reliably sustainable manner, promote neighborhood organization and outreach, and improve access to open space for all residents.

The Subdivision Ordinance recommends providing developers and land sub-dividers with a guide to the development and subdivision of land so there are protections and to provide for the public health, safety, and general welfare of the City of San Angelo. The Subdivision Ordinance also states that it was adopted in order to provide orderly, safe and efficient development of the City and surrounding area, to provide streets that insure safe, convenient and functional systems for vehicular and pedestrian circulation, and to provide for efficient use and extension of municipal utilities.

The proposed 17.192 acres of land being considered for annexation is located adjacent to the Prestonwood residential development and all of the requested area for annexation is still vacant. To the west of this area is vacant land and a multi-family residential development (The BLVD Apartments) and it is expected that future residential development will extend within the requested area for annexation.

Utilities Analysis of Proposed Annexation:

The City would not be responsible for extending service mains or infrastructure. This would be the responsibility of the developer and/or owners of the proposed annexed property.

- Water
 - Land Development and Subdivision Ordinance, Chapter 11.II.F: Developers of new subdivisions, owners of property within existing subdivisions, and owners of unplatted property, whose land is located outside of the city limits but within the city's extraterritorial jurisdiction and who request extension of city water service to said property or properties, shall voluntarily request in writing that the City of San Angelo annex the area proposed to be serviced. If the City Council agrees to initiate proceedings on the requested annexation, such annexation shall be completed prior to, or concurrent with, approval of the new subdivision and/or extension of City utilities to the existing subdivisions and/or unplatted properties.
 - Land Development and Subdivision Ordinance, Chapter 11.I.A: As a prerequisite for approval of a plat of a new subdivision or Replat of an

existing subdivision by the City, the developer shall be required to install water transmission and distribution mains and service laterals within and/or adjacent to such new subdivisions as specified and required by the City Water Utility System.

- Sewer

- Land Development and Subdivision Ordinance, Chapter 12.I.A: As a prerequisite for approval of a plat of a new subdivision or Replat of an existing subdivision by the City, the developer shall be required to install wastewater mains (either one-site, off-site, standard size, oversize, gravity, or pressure), manholes, and/or lift stations (either one-site, off-site, standard size or oversize), within and/or adjacent to such subdivisions as required by this Chapter and the current Construction Standards of the City of San Angelo, whichever is more stringent. The development may utilize on-site waste disposal only when the development conforms to the On-Site Waste Disposal Ordinance as it exists, or may be amended.
- The developer and/or owner would be responsible for the extension of water and sewer utilities; therefore, the improvements would be installed at their expense and by the approval of the City. However, the size of the utilities may require some financial participation by the City for oversized mains and/or infrastructure per the citations below.

- Water

- Land Development and Subdivision Ordinance, Chapter 11.I.C.2: Oversized Water Facilities. In the case of oversized water facilities installation, the following shall apply:
 - The Department of Public Works shall pay the difference of cost in pipe size required to oversize.
 - The Department of Public Works shall purchase the oversized pipe under the competitive bids in accordance with the statutes of the State of Texas and the City Code of the City of San Angelo.
 - The oversized pipes shall be furnished to the job site by the Department of Public Works, upon request by the developer.
 - The developer shall be billed for the required size pipe cost and prompt payment of the developer's share shall be made.
 - The City of San Angelo shall have no liability for the original payment for construction of facilities by the construction contractors. Upon the completion of such construction, pursuant to contract or contracts for construction, the City shall not be a signatory party to such contract or contracts; provided, however, that such construction shall nevertheless be subject to progress inspection by the Department of Public Works and shall be in compliance with all plans and specifications as stated in the Water System Standards.

- Sewer

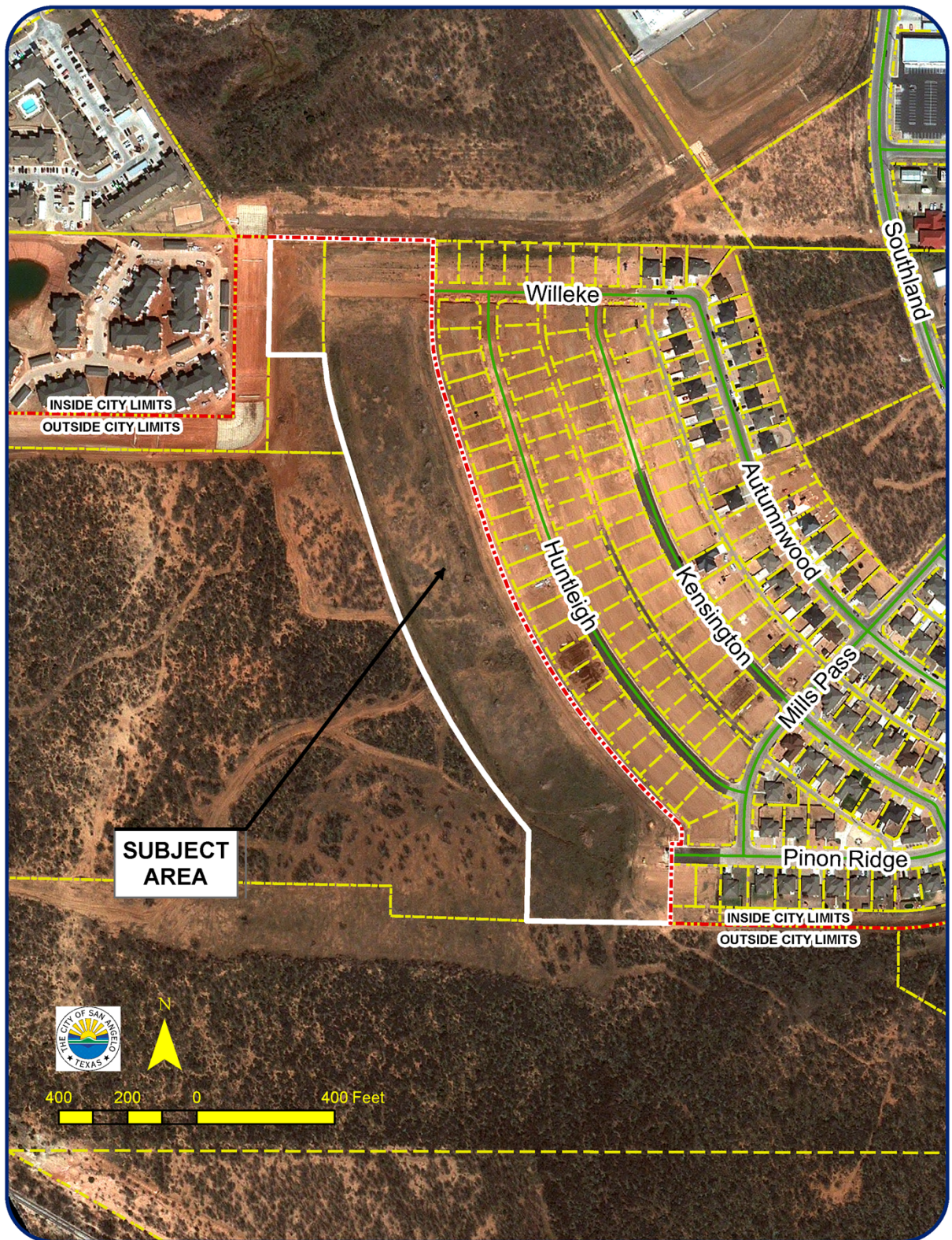
- Land Development and Subdivision Ordinance, Chapter 12.III.A Oversized Facilities Reimbursement. Should the payment by the developer include payment for oversized main(s) and/or oversized lift station(s) required by the Department of Public Works, the developer shall be reimbursed by the City for a portion of the cost of oversized main(s), and the developer shall be reimbursed by the City for that portion of the cost of the oversized lift station(s) of sufficient size only to service the maximum estimated wastewater and other liquid sewerage disposal of such new subdivision. Reimbursable amounts shall be payable by the City to the developer regardless of the subsequent tie-on to use of such oversized facilities by other and additional users. Any facility that is oversized and requires payment from the City for oversizing, then sealed competitive bids will be required if, the total cost of the project equals or exceeds the limits as allowed by State statute or City requirements. The other method of City participation will be for the City to supply the size main required, and the City to bill the developer or contractor for the size main that will be used by the development.

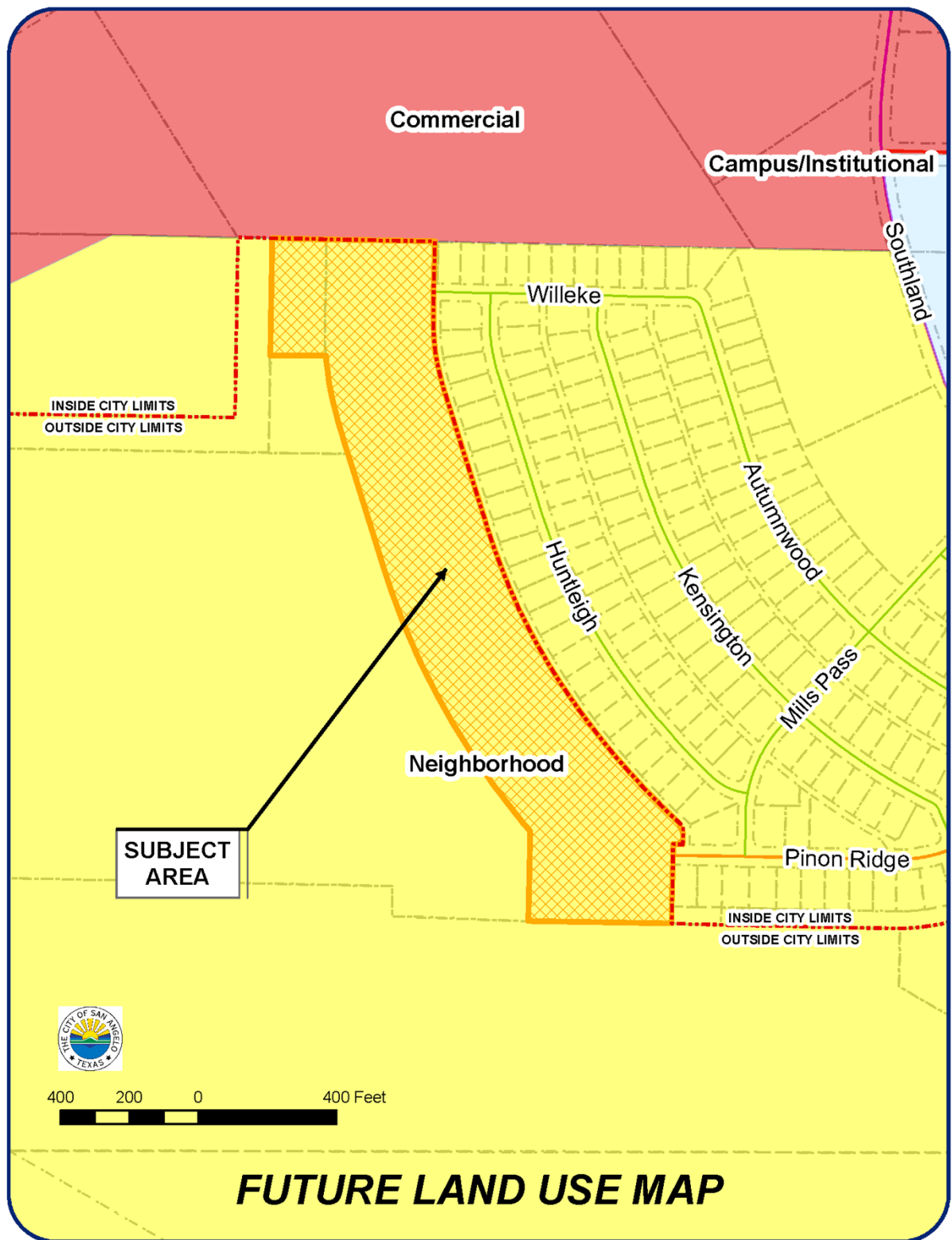
Financial Impact: Financial impact will be addressed with the Service Plan at the First Reading of the associated Ordinance.

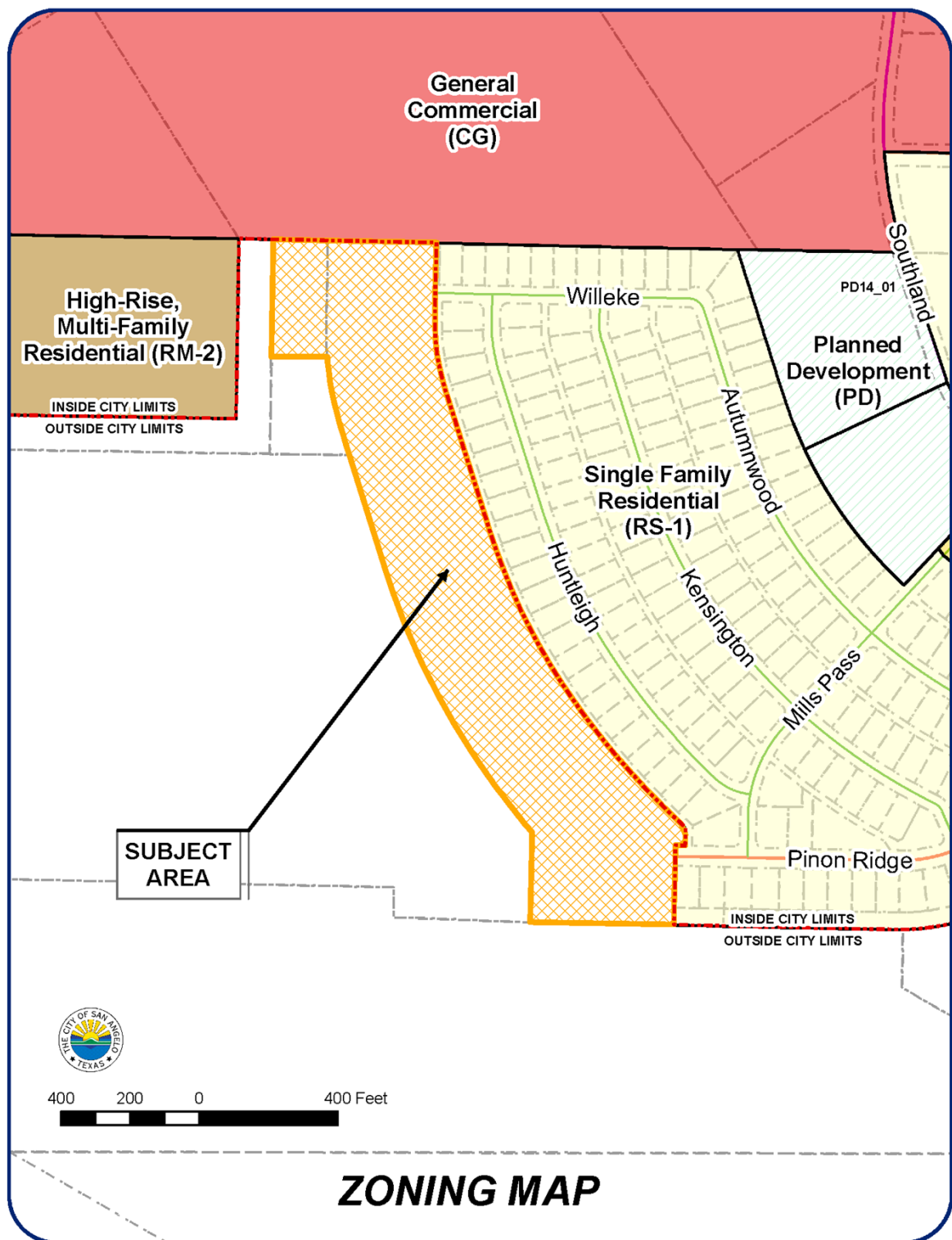
Attachments: Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Plan
Notification Map
Survey Map

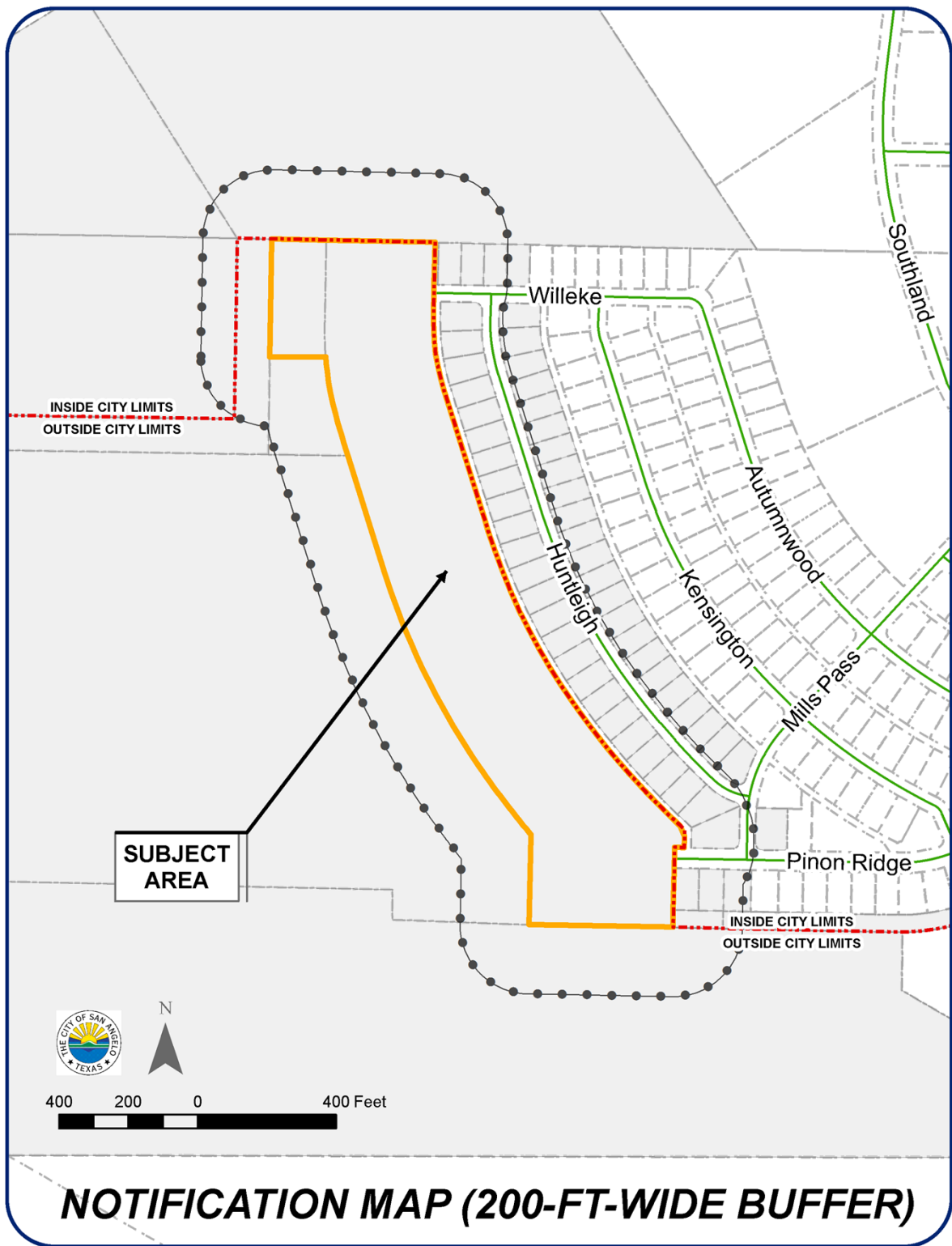
Notification: Notifications for this request were sent out within a 200-foot radius of the proposed site. As of March 10, 2017, there have been two responses in favor regarding the request, both from the property owner.

In addition, notifications to Verizon, the Independent School District, Suddenlink, Tom Green County, Republic, Atmos Energy, AEP, and the San Angelo Fire Department were also mailed. As of March 10, 2017, there are zero responses in favor and zero responses in opposition of the request.









[illegible]

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

Update on Sales Tax revenue performance - (Presentation by Finance Director Tina Dierschke)

Summary/History:

The Finance Department has been closely monitoring the performance of Sales Tax revenue this year given the challenging year the City had in fiscal year 2016. While Sales Tax revenue was up slightly with an increase of 0.39% in October over the same month last year, November and December failed to continue with the same trend as was hoped. Sales Tax revenue was down 10.04% in November and 18.72% in December. Sales Tax revenue for the month of January was up 4.3% month over month; however, February and March saw decreases of 2.3% and 4.4%, respectively. Year to date, revenue is still approximately \$488,000 short of the target. Because of this trend, the Finance Department has been in regular discussions with all departments to develop a plan that protects the General Fund's fund balance and solvency moving forward.

The City Manager and the Finance Department have met with the General Fund and other department directors weekly to suggest and discuss ways to mitigate risk while still providing the core services that our citizens deserve and expect as well as meeting the goals of our City Council. To date, the City has implemented a hiring freeze for non-essential personnel and a decrease to per diem travel and mileage rates effective until September 30, 2017. We continue to work toward implementing other cost saving measures on an ongoing basis.

Financial Impact:

Sales Tax revenue for fiscal year 2017 was under budget by 5.7% and \$487,794 after March 2017 receipts.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------|--|
| 1. | Sales Tax Chart | Monthly Revenue Trends 2017.pdf |
| 2. | Sales Tax PPT | FIN 170321 Strategic Planning - Sales Tax.pptx |

Presentation:

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Tina Dierschke	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved

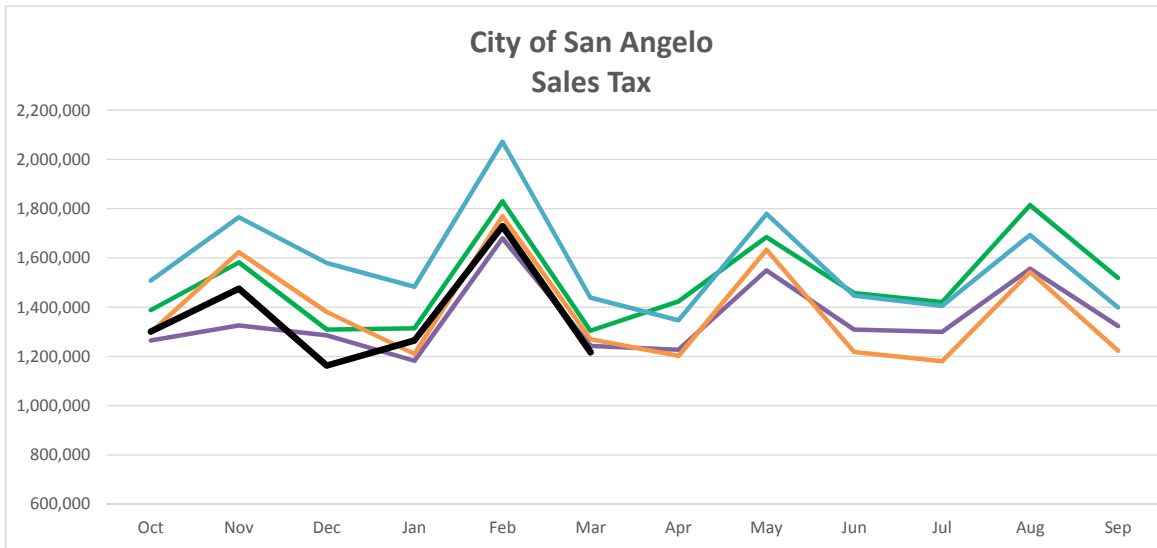
Becky Dunn
Bryan Kendrick

Approved
Final Approval

City of San Angelo

Sales Tax - General Fund

Month	2013	2014	2015	2016	2017	% Change	Budget Allocation by Month	Difference from Budget Allocation	Over / (Under) FY2016	% Over / (Under)
Oct	1,264,349	1,388,436	1,508,233	1,296,733	1,301,852	0.39%	1,337,503	(35,651)	5,119	0.39%
Nov	1,325,810	1,582,107	1,764,518	1,622,933	1,474,872	-9.12%	1,531,075	(56,203)	(148,061)	-10.04%
Dec	1,285,109	1,308,812	1,579,718	1,380,463	1,162,763	-15.77%	1,358,305	(195,542)	(217,700)	-18.72%
Jan	1,182,268	1,314,856	1,482,453	1,210,786	1,265,207	4.49%	1,288,557	(23,350)	54,421	4.30%
Feb	1,679,307	1,829,723	2,071,878	1,768,937	1,728,678	-2.28%	1,834,154	(105,476)	(40,259)	-2.33%
Mar	1,242,578	1,304,418	1,438,299	1,270,043	1,216,505	-4.22%	1,288,078	(71,572)	(53,537)	-4.40%
Apr	1,227,766	1,423,130	1,347,047	1,202,841						
May	1,548,822	1,684,129	1,779,019	1,633,849						
Jun	1,309,232	1,457,046	1,446,101	1,217,893						
Jul	1,300,467	1,421,110	1,405,787	1,180,024						
Aug	1,556,125	1,814,100	1,693,299	1,542,217						
Sep	1,322,921	1,519,457	1,400,015	1,222,722						
Total	16,244,755	18,047,324	18,916,368	16,549,442	8,149,878	-50.75%	8,637,672	(487,794)	(400,017)	-4.91%
Orig Budget	14,888,588	16,075,699	18,427,862	19,200,000	17,200,000					



Projection - Flat	16,149,425
Over/(Under) Budget - Flat	(1,050,575)

YTD Collections	8,149,878
PYTD Collections	8,549,894
% increase	-4.68%

YTD Budget	8,637,672
YTD Collections	8,149,878
YTD Over/ (Under)	(487,794)
YTD Over/ (Under)	-5.65%



City Council

March 21, 2017



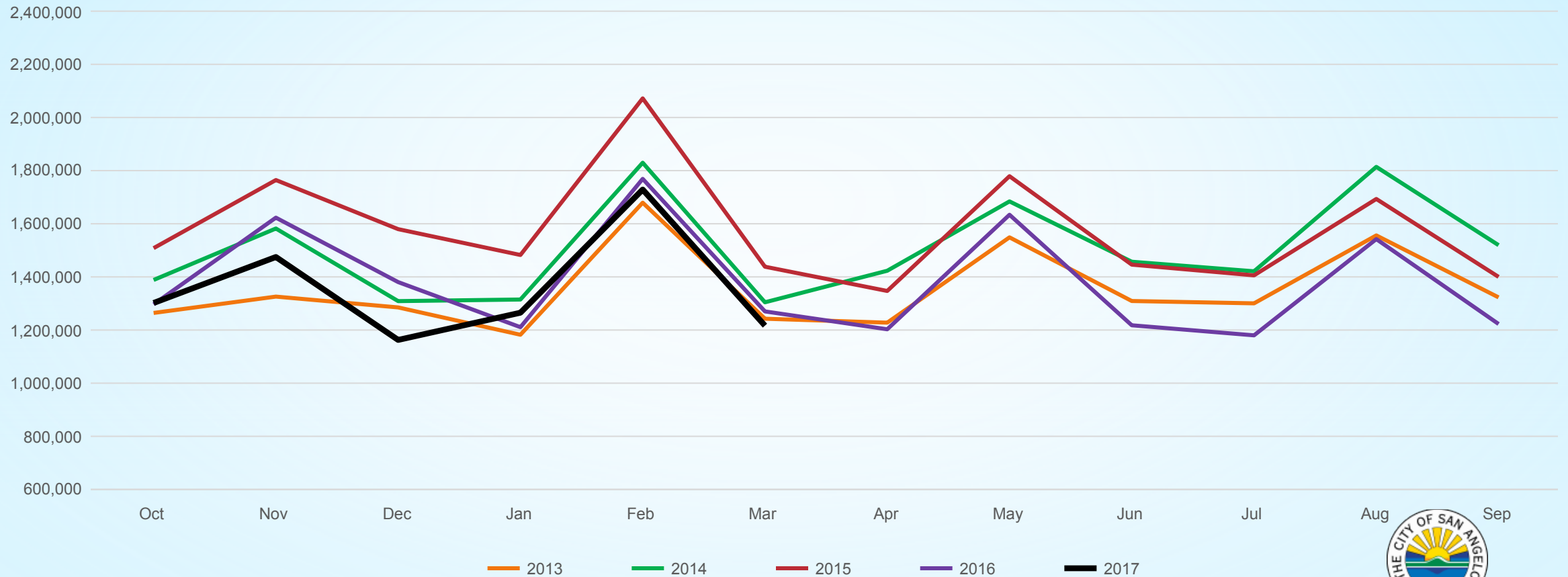
Sales Tax Revenue

- Down 4.4% in March compared with the same month in prior year
- Under budget for revenue by \$488,000 year to date
- City has implemented a hiring freeze for non-essential personnel and a decreased per diem and mileage rates for the current fiscal year



Sales Tax Revenue

City of San
Angelo
Sales Tax





City Council

March 21, 2017



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bucky Hasty, IT Manager, Police, 325-486-3767

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

Consider a resolution approving an emergency purchase of CAD/RMS software from Hexagon Safety & Infrastructure ("Hexagon") pursuant to Texas Local Government Code §252.022(a)(2) and associated project costs; and authorizing the City Manager to execute related documents - (Presentation by Information Technology Manager Bucky Hasty)

Summary/History:

The San Angelo Police Department purchased a CAD/RMS system in March 2015 and went live with the system in June 2016. The system has had significant issues from the beginning, and these issues have greatly affected police and fire operations. Every effort has been made to resolve these issues, but there has been no significant improvement or reason to expect future progress. The quickest, most reasonable path to a working system is to begin working with our previous vendor, Hexagon/Intergraph, to re-establish the functionality of our previous system.

Financial Impact:

Requesting funding through debt issuance in the amount of \$2,230,000 which covers the Hexagon system, facility improvements, contingency fund and debt issue costs. To get our current maintenance activated an amount of \$145,662 is needed from PD's FY2017 budget. This amount was budgeted for the previous system and is within the current budget.

Other Information/Recommendation:

Attachments:

- | | | |
|-----|-----------------------------|---|
| 1. | 17-363 Resolution Hexagon | 17-363 Resolution Hexagon contract 3 15 2017.docx |
| 2. | Hexagon EXHIBIT A | Hexagon Project Costs Action Items EXHIBIT A.xlsx |
| 3. | Hexagon Presentation | Hexagon Presentation Final.pptx |
| 4. | Quote Hexagon Maintenance | Maintenance Quote 1-T63E5M.pdf |
| 5. | Quote Hexagon CAD Upgrade | San Angelo_CAD-MPS 9.4 Upgrade_2017-48931.pdf |
| 6. | Quote Hexagon LEADS Upgrade | San Angelo_LEADS Upgrade_2017-48609 Proposal.pdf |
| 7. | Quote Dell R630 Server DIR | Dell R630_Quote_US_PC DIR 2_2017-02-06.pdf |
| 8. | Quote Dell R730 Server DIR | Dell R730_Quote_US_PC DIR 2_2017-02-06.pdf |
| 9. | Quote EMC/Dell Storage DIR | EMC Quote Server Storage DIR.xlsx |
| 10. | Quote SHI Microsoft DIR | Microsoft-SHI Quote-13125521 DIR.pdf |
| 11. | Quote SHI VMWare DIR | VMware-SHI Quote-12935843 DIR.pdf |

Presentation:

Bucky Hasty

Approvals/Reviews:

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

**A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL APPROVING
AN EMERGENCY PURCHASE OF CAD/RMS SOFTWARE FROM HEXAGON
SAFETY & INFRASTRUCTURE ("HEXAGON" PURUSANT TO TEXAS LOCAL
GOVERNMENT CODE §252.022(A)(2) AND ASSOCIATED PROJECT COSTS**

WHEREAS, on March 10, 2015 the City of San Angelo entered into a Purchase and License Agreement with Spillman Technologies, Inc. for computer aided dispatch ("CAD") and record management software ("RMS") for the San Angelo Police and Fire Departments; and

WHEREAS, since the Spillman software went live in June, 2016 there have been significant issues related to the software that have greatly affected police and fire operations; and

WHEREAS, the City of San Angelo Police, Fire and IT departments have worked diligently to resolve the issues related to the Spillman software without success; and

WHEREAS, the safety of our first responders and the safety of the public is dependent upon a functional CAD/RMS system; and

WHEREAS, Texas Local Government Code §252.022(a)(2) provides an exception to the competitive bidding requirements for a procurement necessary to protect the public health or safety of the municipalities residents; and,

WHEREAS, the operational issues with the CAD/RMS system must be immediately resolved to avoid further safety concerns for the public and our first responders; and

WHEREAS, Hexagon is a related company to the City of San Angelo's prior CAD/RMS provider, Intergraph Corporation; and,

WHEREAS, because of the long term prior relationship with Intergraph a transition from Spillman Technologies to Hexagon can be accomplished through an upgrade of our prior system and is the most efficient method to gain stability in the CAD/RMS functions for Police and Fire.

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

- PART 1: The CAD/RMS issues related to the Spillman software are significant enough to require an immediate solution for the protection of the public health and safety of the City's residents and first responders.
- PART 2: The City Manager is authorized to negotiate and enter into an agreement with Hexagon Safety & Infrastructure for CAD/RMS software pursuant to Texas Local Government Code § 252.002(a)(2).
- PART 3: Servers required for implementation of the project may be purchased through the State of Texas DIR Contract and the City Manager is authorized to negotiate and execute any documents related to that purchase.
- PART 4. The City Manager is authorized to expend \$2,375,662 in total project costs as set out in Exhibit "A" to this resolution

PASSED and APPROVED THIS 21st DAY OF March, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

Action Items for March 21st, 2017

Exhibit A

Product	Vendor	Item	Cost	Source
CAD/RMS	Hexagon	Back maintenance	\$ 121,385.00	Debt Issue
		Current maintenance	\$ 145,662.00	PD FY2017 budget
		Upgrade to current version	\$ 668,024.07	Debt Issue
		Upgrade to new version	\$900,000.00	Debt Issue
Servers	Dell - DIR	Servers x4	\$ 102,313.14	Debt Issue
	EMC/Dell - DIR	Storage	\$ 85,131.38	Debt Issue
Software	SHI - DIR	Windows Server/SQL/VMWare	\$ 108,903.18	Debt Issue
Issue Cost			\$ 70,000.00	
Future Items/Contingency				
Facility	TBD	AC/Generator/Building Electrical	\$ 111,510.88	Debt Issue
Contingency			\$ 62,732.35	Debt Issue
Total Debt Issue			\$ 2,230,000.00	
Total PD FY2017 budget			\$ 145,662.00	
Total			\$ 2,375,662.00	



City Council

March 21, 2017



CAD/RMS system for SAPD/SAFD

- CAD/RMS system
 - CAD = computer-aided dispatch
 - RMS = records management system



Why do we need a different system?

- Public Safety dispatchers require a reliable and functional system with a simplified workflow to efficiently dispatch first-responders to where they are needed.
- Public Safety staff require a records management system that is also reliable, functional and efficient. Additionally, this system must store data in a way that is trusted and reportable.



Steps needed

- Bring prior system up-to-date
 - Reinstate maintenance
 - Pay necessary maintenance fees
 - Upgrade to current version
- Migrate to Hexagon's new product
 - WebRMS



Immediate action needed

Product	Vendor	Item	Cost	Source
CAD/RMS	Hexagon	Back maintenance	\$121,385	Debt issue
	Hexagon	Update to current	\$668,024	Debt issue
	Hexagon	Update to new	\$900,000	Debt issue
	Dell/EMC/ SHI – DIR	Servers x4 storage, software	\$296,348	Debt issue



Immediate action needed

Product	Item	Cost	Source
Future items, contingency			
PSC facility improvements	AC/Genset/Elec	\$111,511	Debt issue
Contingency		\$62,732	Debt issue
Debt issue cost		\$70,000	Debt issue
Total debt issue needed		\$2,230,000	



Totals

- Budget needed from debt-issued funds
 - \$2,230,000
- Amount needed from FY2017 for current maintenance
 - \$145,662
- Total project cost
 - \$2,375,662





City Council

March 21, 2017



MAINTENANCE QUOTATION SUMMARY



Agreement: 1-T63E5M

Performance Period: 03/01/2017 through 02/28/2018

Payment Type: Prepaid Annually

Currency: USD

Bill To:

San Angelo TX City Of
ATTN: James Gore
401 East Beauregard Avenue
San Angelo, TX 76903
USA

Ship To:

San Angelo TX City Of
ATTN: James Gore
401 East Beauregard Avenue
San Angelo, TX 76903
USA

Quotation Summary:

SW Maint	\$267,047.00
Total Services Cost*	\$267,047.00

*** Total is exclusive of applicable taxes. Applicable taxes will be added to the invoice.**

The maintenance services quoted herein are subject to the attached Hexagon Safety & Infrastructure Maintenance Terms and Conditions. This agreement shall only become binding and effective upon the written acceptance by Hexagon Safety and Infrastructure. This quotation expires ninety (90) days from the date of issue by Hexagon Safety and Infrastructure.

THIS IS NOT AN INVOICE

Offered by: Intergraph Corporation

Signature: Harrison Gough
Name: Harrison Gough
Maintenance Contract Administrator

Date: 03/03/2017

Email: harrison.gough@hexagon.si.com

Telephone: 256-730-5851

Fax: 256-730-5641

Accepted by:

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____

Telephone: _____

Fax: _____

Please mark one of the following options when submitting your acceptance:

☐ A Purchase Order will not be issued.
Customer signature above constitutes notice to proceed with this agreement.



A Purchase Order will be issued and shall reference the terms and conditions of above referenced quote.

MAINTENANCE QUOTATION DETAIL



San Angelo TX City Of

Account Nbr: MDC-2222

Quote: 1-T63E5M San Angelo TX City Of 17-18

PO#:

Performance Period: 03/01/2017 through 02/28/2018

Currency: USD

Bill To:

San Angelo TX City Of
ATTN: James Gore
401 East Beauregard Avenue
San Angelo, TX 76903
USA

Ship To:

San Angelo TX City Of
ATTN: James Gore
401 East Beauregard Avenue
San Angelo, TX 76903
USA

Site Number: 00085719

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
3	IPS0002	I/Dispatcher	MME-1-1K3WS	03/01/2017	02/28/2018	Premium	12	9	\$331.80	\$35,834.40
4	IPS0004	I/Informer NL	MME-1-ZBHR	03/01/2017	02/28/2018	Premium	12	1	\$443.10	\$5,317.20
5	IPS0004A	I/Informer to I/LEADS NL	MME-1-ZBHT	03/01/2017	02/28/2018	Premium	12	1	\$0.00	\$0.00
7	IPS0009	I/Mobile Data Terminal NL	MME-1-ZBHX	03/01/2017	02/28/2018	Premium	12	1	\$886.20	\$10,634.40
8	IPS0015	I/Tracker NL	1-233977243	03/01/2017	02/28/2018	Premium	12	1	\$500.85	\$6,010.20
9	IPS0019	I/LEADS-Server NL	MME-1-ZBIB	03/01/2017	02/28/2018	Premium	12	1	\$421.05	\$5,052.60
10	IPS0020	I/LEADS-Records Management System CC - Desktop Client	MME-1-1K585	03/01/2017	02/28/2018	Premium	12	60	\$31.50	\$22,680.00
11	IPS0022	I/LEADS-Incident Based Reporting CC	MME-1-ZBLP	03/01/2017	02/28/2018	Premium	12	1	\$192.15	\$2,305.80
12	IPS0030	I/LEADS-CAD Link NL	MME-1-ZBLT	03/01/2017	02/28/2018	Premium	12	1	\$0.00	\$0.00
14	IPS0042A	I/NetViewer - 15 users	MME-1-ZBT9	03/01/2017	02/28/2018	Premium	12	1	\$500.85	\$6,010.20
15	IPS0052	I/Fire Station Alerting NL	1-16070760	03/01/2017	02/28/2018	Premium	12	1	\$201.60	\$2,419.20
16	IPS1163C	I/Map Editor CC - Comp	18CJJ7F00085719	03/01/2017	02/28/2018	Premium	12	1	\$81.90	\$982.80
20	GSPX5006C	GeoMedia Advantage Component	1DUV62300085719QFFZY	03/01/2017	02/28/2018	Premium	12	1	\$105.00	\$1,260.00
24	IPS0048	I/FRMS-CADlink NL		03/01/2017	02/28/2018	Premium	12	1	\$201.60	\$2,419.20
27	IPS0001	I/Executive NL	MME-1-ZBH7	03/01/2017	02/28/2018	Premium	12	1	\$738.00	\$8,856.00
28	IPS0007	I/Executive 2 NL	MME-1-ZBHV	03/01/2017	02/28/2018	Premium	12	1	\$526.00	\$6,312.00
29	IPS0038	I/Mobile CC	MME-1-ZBN1	03/01/2017	02/28/2018	Premium	12	112	\$22.00	\$29,568.00

Subtotal for Site Number 00085719 \$145,662.00

Site Number: Billing

Ln	Base Part	Description	Serial	Begin	End	Service Level	Mths	Qty	Mth Cost	Total Cost
25	Adjustment15	Back Maintenance 07/01/2016-02/28/2017 (8 months)		03/01/2017	03/31/2017	Premium	1	1	\$97,108.00	\$97,108.00
26	Adjustment15	25% Reinstatement Fee 07/01/2016-02/28/2017 (8 Months)		03/01/2017	03/31/2017	Premium	1	1	\$24,277.00	\$24,277.00

Subtotal for Site Number Billing \$121,385.00

MAINTENANCE QUOTATION DETAIL



San Angelo TX City Of

Account Nbr: MDC-2222

Quote: 1-T63E5M San Angelo TX City Of 17-18

PO#:

Performance Period: 03/01/2017 through 02/28/2018

Currency: USD

Grand Total Excluding Tax \$267,047.00



Hexagon Safety & Infrastructure

U.S. Maintenance Terms and Conditions for Software

This document ("Terms and Conditions") and the Quote to which these Terms and Conditions are attached set forth the terms and conditions for the maintenance of software and related support services by Intergraph Corporation doing business as Hexagon Safety & Infrastructure ("Hexagon") for Customer.

1. DEFINITIONS

- 1.1. "Affiliate" means any entity or person controlled by or under common control of Hexagon. For the purposes of this Agreement, the term "control" means ownership, directly or indirectly, of equity securities entitling the owner to exercise in the aggregate equal or more than twenty-five percent (25%) of the voting power of the entity in question. For the avoidance of doubt, any Affiliate of Hexagon is as well deemed an Affiliate of any other Affiliate of Hexagon; also Hexagon is an Affiliate of any of its Affiliates.
- 1.2. "Agreement" means (1) the binding contract incorporating these Terms and Conditions as well as the Quote submitted to Customer under Section 2 and/or, if applicable, (2) the binding contract incorporating a Quote submitted to Customer under Section 3.2 and/or Section 12.1 as well as the maintenance service contract terms and conditions referenced therein.
- 1.3. "Coverage Period" means the period of performance set forth in the Quote.
- 1.4. "Covered Products" means the software listed on the Quote for which Services are to be provided to Customer by Hexagon. Covered Products shall also include additional copies of the software (i) where the original software is already covered by the Agreement and (ii) for which additional licenses are purchased or otherwise obtained by Customer during the Coverage Period. Covered Products may include Software Products, as well as Third Party Software.
- 1.5. "Customer" means the entity or person purchasing Services.
- 1.6. "Quote" means a quotation for Services submitted to Customer by Hexagon or an authorized Hexagon partner, along with a product quotation at time of purchase of the product to be maintained. according to Section 2, or a quotation for Services submitted to Customer by Hexagon, according to, Section 3.2 and/or Section 12.1.
- 1.7. "Services" means the maintenance and support services for Covered Products that are further described in the Agreement.
- 1.8. "Software Product" includes Hexagon's or Hexagon's Affiliate's computer software and all of the contents of the files, disk(s), CD-ROM(s) or other media with which the software is provided, including any templates, data, printed materials, and "online" or electronic documentation, all copies, and any Updates of such Software Products. Software Products are subject to all of the terms and conditions of the End-User License Agreement ("EULA") provided with the Software Product.
- 1.9. "Third Party Software" means computer software or other technology in which any person or entity, other than Hexagon or Hexagon's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals)

applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the third party's software license or similar agreement ("SLA") provided with the Third Party Software.

- 1.10. "Update(s)" means any Upgrade, modified version, fix, patch and/or update of Covered Products. The use of Updates is subject to all of the terms and conditions of the EULA or SLA provided with Customer's current version of the Covered Products.
- 1.11. "Upgrade(s)" means each new release of Covered Products. Upgrades require a full installation and may be provided with a separate EULA or SLA. Any EULA or SLA delivered with the Upgrade will supersede any EULA or SLA associated with prior releases of the Covered Products.

2. AUTHORIZATION OF SERVICES

By either (a) returning a signed Quote; (b) submitting a signed purchase order referencing a Quote; (c) paying any charges as set forth on a Quote; or (d) accepting delivery of Services as set forth on a Quote, Customer authorizes Hexagon to provide the Services for Covered Products during the Coverage Period in accordance with the Agreement. The Services will be provided by Hexagon in accordance with the Scope of Coverage as set forth in Section 5. The Agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the Services set forth in the Quote, whichever is earlier.

3. TERM

- 3.1. Term. This Agreement shall begin, retroactively (if applicable), on the first calendar day of the first month of the applicable Coverage Period, and shall expire at the end of the Coverage Period unless terminated earlier as provided in Section 18, or renewed by mutual agreement of the parties in accordance with Section 3.2. The Coverage Period shall be for whole months only.
- 3.2. Renewal. Approximately ninety (90) days prior to the expiration date of any Coverage Period, Hexagon will submit to Customer a renewal Quote that includes pricing for the upcoming Coverage Period. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the renewal Quote. If the Agreement is not entered into based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein, Hexagon, after the preceding Coverage Period has expired, shall be entitled to discontinue Services for the affected Covered Products, including access to system support or knowledge base, and/or end the ability of Customer to log or check support requests.

4. REINSTATEMENT OF MAINTENANCE SUPPORT COVERAGE

- 4.1. Lapse in Software Maintenance Coverage. To reinstate Services after any termination or suspension thereof, Customer must pay a reinstatement fee. The Coverage Period for any reinstated Services (the "Renewal Coverage Period") shall begin on the first day after the expiration or termination of the last paid-in-full Coverage Period and extend until the next purchase anniversary date of the lapsed Covered Products. The reinstatement fee will equal twenty-five percent (25%) of the past due maintenance charges (rounded up to whole months only) for the Renewal Coverage Period, and shall be in addition to the total maintenance charges due for the Renewal Coverage Period, all calculated at the current maintenance list price. Upon request of Customer, Hexagon will provide a Quote for the Renewal Coverage Period, to include the reinstatement fee, which is applicable only for reinstatement made in the then-current month.

- 4.2. Failure to Obtain Maintenance Coverage. In the event Services were not purchased at the time that the Covered Product was originally purchased, in order to obtain Services, Customer must pay one hundred twenty-five percent (125%) of all maintenance payments from the date the original Covered Product was purchased up to the date the Services are actually purchased, plus one hundred percent (100%) of the remaining Coverage Period that expires upon the anniversary date of the original Covered Product purchase, all calculated at the current maintenance list price. The Coverage Period for such Covered Products will begin on the first day of the month in which the Covered Products were originally purchased.

5. SCOPE OF COVERAGE FOR SOFTWARE PRODUCTS

Services described in this Section apply to Software Products only. Services for Third Party Software are set forth in Section 10.

Hexagon offers two levels of Services for Software Products included in the Covered Products: Standard Support and Premium Support. Under both levels of Services, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis and correction of defects in and provide general advice as to the use of the Software Products included in the Covered Products. The level of Services will be set forth on the Quote and will include the following:

- 5.1. **Standard Support:** Standard Support will include and be limited to the following:
- 5.1.1. Help Desk Support. Out-of-the-box functionality support via the Help Desk (telephone or eService via Hexagon's Customer Support Web Site where available at <https://support.hexagonsafetyinfrastructure.com>). Phone support for all priority levels of software errors is available on Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website, or can be determined by contacting Customer's local Hexagon office.
 - 5.1.2. Updates. Access to all available Updates of Software Products included in the Covered Products. Hexagon will notify Customer when Updates are made available for any Software Products for which Service has been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Hexagon. If applicable, Customer may also register on the Customer Support Web Site or applicable local support website to automatically receive email notifications when a new release of a Software Product is made available by Hexagon. Updates are shipped to Customer upon Customer request. Hexagon is not obligated to produce any Updates.
 - 5.1.3. Knowledge Base. Twenty-four-hour-per-day/seven-day-per-week access to problem Knowledge Base, an on-line self-help tool.
- 5.2. **Premium Support:** Premium Support will include all of the features available under Standard Support. Additionally, when the software error is considered to be critical (meaning production is down), then phone support is also available after-hours and on Hexagon-observed holidays.

Hexagon may not provide both levels of support for all Software Products in all countries. Customer may choose any level of Services offered, however all Software Products included in the Covered Products under the Agreement must have the same level of Services when available.

Services are only available for the current version and the one version prior to the current version of a particular Software Product. Services are limited to the specific Software Products listed on the Quote and functioning on the appropriate Hexagon-supported operating system.

6. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS

Performance of Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "Customer Obligations"):

- 6.1. Customer's hardware and operating system software must meet the minimum system requirements specified by Hexagon and made available to Customer upon request.
- 6.2. Customer's system must have input and output devices that enable the use of Hexagon's diagnostic programs and supplemental tests. The specifications of such devices shall be made available to Customer by Hexagon upon request.
- 6.3. Customer will be responsible for any required adjustments or updates to its hardware and/or operating system software required to accommodate Updates of Covered Products.
- 6.4. Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Service obligations.
- 6.5. When reporting problems to Hexagon's Help Desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed.
- 6.6. Customer will carry out any reasonable instructions on troubleshooting or circumvention of the problem provided by Hexagon through the Authorized Contact (as defined below in Section 8.1) immediately and in conformity with these instructions, and will install any necessary patches, defect corrections or new versions from Hexagon.
- 6.7. Customer is solely responsible for assuring the compatibility of non-Hexagon products with products provided by Hexagon.
- 6.8. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Hexagon will not be liable for lost data.

In addition, Customer shall provide for any other requirements reasonably specified by Hexagon and related to the rendition of the Services to be met.

If Customer fails to fulfill its Customer Obligations, Hexagon is entitled to bill Hexagon's time and effort made necessary by Customer's failure at Hexagon's currently stated hourly rates.

7. EXCLUDED SOFTWARE SERVICES

Services for the following are outside the scope of this Agreement and may be available under separate agreement at an additional charge (collectively "Excluded Services"):

- 7.1. Installation of any Covered Product, Update, or interface software
- 7.2. Network configuration
- 7.3. Configuration or customization of Covered Products to customer requirements.
- 7.4. System-level tuning and optimization and system administration support
- 7.5. Programming or software development
- 7.6. Training
- 7.7. Services required because the Authorized Contact is not available or is not trained in accordance with Section 8

- 7.8. On-site Services
- 7.9. Services outside of the regular business hours associated with the applicable level of Services
- 7.10. Services required due to modifications of Covered Products by Customer. In the case of Hexagon software modules which assist in the creation and use of Customer software, the performance of Services under the Agreement is restricted to unmodified components of these Covered Products
- 7.11. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the documentation provided with the Covered Products
- 7.12. Services required due to failure of software or hardware not supplied by Hexagon and not covered in the Agreement
- 7.13. Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software
- 7.14. Services required due to software or portions thereof that were incorrectly installed or configured, or use in an environment inconsistent with the support environment specified by Hexagon, or used with peripherals, operational equipment or accessories not conforming to Hexagon's specifications
- 7.15. Services required due to cases of force majeure, especially lightning strikes, fire or flood or other events not caused through Hexagon's fault.
- 7.16. Services required due to customer's failure to fulfill the Customer Obligations set forth in Section 6
- 7.17. Services required due to faulty or incomplete Customer data.

When ordered by Customer, Excluded Services or other software maintenance support services that are outside the scope of this Agreement will be billed by Hexagon according to the stated hourly rates and material prices in effect at the time such service is performed.

8. SYSTEM SUPPORT TECHNICIAN

- 8.1. Customer will appoint a minimum of two and a maximum of three contact people who are each authorized to make use of the Services ("Authorized Contacts").
- 8.2. Customer must make sure that the Authorized Contacts have adequate expertise and experience to make possible a targeted and professionally accurate description of malfunctions and make it possible for Hexagon to handle them efficiently. Authorized Contacts must have successfully completed Hexagon product training or complete it at the next available scheduled opportunity, for those products for which formal training is available. Customer will bear the cost of this training. Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's operating system, network, and hardware and software systems. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact.

9. REMOTE ACCESS

Customer will permit Hexagon to electronically access Customer's system via SecureLink™. SecureLink™ is a tool for providing secure, auditable remote access to Customer's system in order for Hexagon support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. The Authorized Contacts should be available to assist Hexagon Customer Support as needed during this entire process. Customer Support will only access Customer's system with the knowledge and consent of Customer. For local variances specific

to the use of remote access tools other than SecureLink™, Customer should contact the local Hexagon support office.

10. THIRD PARTY SOFTWARE

Support and Updates of Third Party Software shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Third Party Software, and such Third Party Software Services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and Updates for any Third Party Software that are not listed on the Quote must be obtained from the third party owner of the products or their designated representative.

11. REQUIRED COVERAGE

- 11.1. Multiple or Interdependent Licenses. Customer may not decline maintenance for individual licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, except in accordance with the relinquishment process described in Section 12.2.
- 11.2. Prerequisite Licenses. All prerequisite Hexagon software licenses that are necessary to operate the Covered Products for which Customer desires Services under the Agreement must also be included as Covered Products and listed on the Quote.

12. ADDITIONS AND REMOVALS OF COVERED PRODUCTS

- 12.1. Additions of Covered Products to Maintenance.
 - 12.1.1. Additional Software Products from Hexagon. In the event Customer purchases additional licenses of Software Products from Hexagon during the term of this Agreement, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date of Service, and charges for the additional licenses, pursuant to the Agreement.
 - 12.1.2. Additional Software Products from a third party. In the event Customer obtains additional licenses of Software Products from an authorized reseller or by any other means, Customer agrees to promptly notify Hexagon in writing about the newly acquired Software Products, and upon receipt of such notice, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date on which Hexagon may commence the Services with respect to the copies of the Software Product pertaining to the additional licenses, and the charges that would be due in return for these Services pursuant to the Agreement.
 - 12.1.3. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the extension Quote submitted to Customer under Section 12.1.1 or Section 12.1.2 as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the extension Quote. If the Agreement is not entered into based on the extension Quote as well as the maintenance service contract terms and conditions referenced therein, then the terms and conditions in Section 4 regarding reinstatement of Services will apply to the additional licenses of Software Products. If, however, the additional Software Products are multiple, interdependent, or prerequisite licenses as described in Section 11 above, Services may not be declined, and Services and the appropriate monthly charges will begin on the effective date as shown on the extension Quote.
 - 12.1.4. Additional Software Products via Software Transfer Policy. Customer shall purchase Services on all additional licenses of Software Products for a site obtained via software license transfer. Any such software license transfers shall be in accordance with the

then-current Hexagon Software Transfer Policy and the EULA or other applicable Software License Agreement delivered with the Software Product.

- 12.2. Removal of Covered Products from Maintenance. Either party may provide written notice to the other party at least sixty (60) calendar days prior to the end of any Coverage Period of its intent to remove any individual Covered Products from the Agreement for the renewal period. Neither party may remove Covered Products except upon Agreement renewal. Customer may not remove from the Agreement individual software licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that the copies of the Covered Product for which Customer desires to cease Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s). Should Customer desire to reinstate Services for the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

13. PAYMENT

- 13.1. Terms of Payment. Charges for Services are due and payable annually and in advance. For Customers desiring to pay quarterly and in advance instead of annually and in advance, Customer must request a revised Quote which shall include a convenience fee increase of fifteen percent (15%) of the total annual charges, which convenience fee Customer agrees to pay. The convenience fee shall be prorated and charged to the four quarterly invoices. All charges are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Covered Products added during a Coverage Period shall be prorated to the remaining months of the Coverage Period, in whole month increments only, and such charges shall be due and payable in full upon receipt of invoice.
- 13.2 Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under this Agreement, (ii) under any other agreement between the parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary at least fifty percent (50%) owned by Customer, may not be rendered Services until all past due charges are paid in full. Additionally, Hexagon shall charge and Customer agrees to pay interest at the rate of two percent (2%) per month or the maximum amount allowed by law, whichever is less, for all amounts not received when due. The start of the Coverage Period shall not be postponed due to delayed payment of any charges. If Hexagon is required to use a collection agency or attorney to collect money owed by Customer, Customer agrees to pay the reasonable costs of collection. These collection costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees and court costs.
- 13.3 Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon within ten (10) calendar days of the date on the invoice. Customer waives any right to dispute a charge or receive a credit for a charge or Services that Customer does not report within such period.

14. CUSTOMER WARRANTIES

During the Coverage Period, Customer shall commit to the following:

- 14.1. Subject to Section 12.2, Customer warrants that for all Covered Products supported under the Agreement, all licenses of a Covered Product for which Customer has multiple copies in its possession and that are located at the site referenced on the Quote, and all prerequisite licenses necessary to operate Covered Products, are listed on the Quote. If all like Covered Products or prerequisite software licenses are not listed on the Quote, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.
- 14.2. Customer warrants that Services provided herein shall be utilized only for the quantity of Covered Products licenses listed on the Quote.
- 14.3. Customer shall, and Customer shall cause each of Customer's employees and representatives to, comply with each and every term and condition of the EULA and/or SLA applicable to the Covered Products supported under the Agreement.

15. INTELLECTUAL PROPERTY

- 15.1. Software License. Any Upgrades furnished hereunder shall remain the property of Hexagon, Hexagon's Affiliate or applicable third party, and are licensed in accordance with the then current Hexagon EULA, EULA of Hexagon's Affiliate or third party SLA, which shall supersede any EULA or SLA associated with prior releases of the Software Products or Third Party Software. Upon Customer's request, Hexagon shall provide customer with such EULA or SLA. Upon Hexagon's request, Customer agrees to execute a EULA or SLA, as applicable, for Covered Products provided without an included EULA or SLA.
- 15.2. Confidential Information. Hexagon and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this Agreement "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, proprietary, or with a similar designation. The terms and conditions, and existence, of this Agreement shall be deemed Confidential Information. Confidential Information also shall include, whether or not designated "Confidential Information" (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either Hexagon or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this Agreement. Customer and Hexagon shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

The parties shall take reasonable steps to ensure that their respective employees comply with these confidentiality provisions. This Section shall not apply to any particular information which either party can demonstrate (i) was, at the time of disclosure to it, generally publicly available; (ii) after disclosure to it, is published or otherwise becomes generally publicly available through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without restriction on disclosure; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such

information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the disclosing party. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

16. LIMITED WARRANTIES; WARRANTY DISCLAIMERS

16.1. Limited Warranties.

16.1.1. Hexagon Services Warranty. Hexagon warrants for a period of thirty (30) days from the date of Services that the Services provided pursuant to this Agreement, in the form of a defect correction and/or maintenance services, will be performed with reasonable skill and care in accordance with the requirements set forth herein, provided the Covered Products for which the Services are provided are used under normal conditions and in strict accordance with the terms and conditions herein. Customer agrees to promptly notify Hexagon of any unauthorized use, repair, or modification, or misuse, as well as suspected defects in any Services provided pursuant to this Agreement.

16.1.2. Hexagon Software Warranty. Hexagon warrants for a period of thirty (30) days from the date of shipment of any Software Product that, under normal use, software delivery media shall be free from defect in material or workmanship. Additional warranties for Software Products may be provided in the applicable Hexagon Terms and Conditions for Sale or other agreement between the parties governing the delivery of Software Products.

16.1.3. Pass-Through Third Party Warranties. Third Party Software is only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.

16.1.4. NO OTHER WARRANTIES. THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON. THE LIMITED WARRANTIES PROVIDE CUSTOMER WITH SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY JURISDICTION TO JURISDICTION. IF A GREATER WARRANTY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SERVICES OR COVERED PRODUCTS TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

16.2. Remedies. In the event a warranted Service, Covered Product, or Update provided pursuant to this Agreement does not substantially comply with the limited warranties set forth in the Agreement, Hexagon's entire liability and Customer's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in this Agreement.

Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations and liability as provided in this Agreement, but in no other respects and for no other purpose.

- 16.3. WARRANTY DISCLAIMERS. ANY WARRANTIES HEREUNDER ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION, USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM. CUSTOMER SHALL PROMPTLY NOTIFY HEXAGON OF ANY SUSPECTED DEFECTS IN COVERED PRODUCTS DELIVERY MEDIA. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. HEXAGON DOES NOT WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES HEXAGON WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES WILL OPERATE UNINTERRUPTED OR ERROR FREE. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. HEXAGON MAY SHARE INFORMATION FROM TIME TO TIME RELATED TO ITS EXPECTED DIRECTION, ROADMAP, OR VISION FOR ITS PRODUCTS AND SERVICES, ALL OF WHICH IS SUBJECT TO CHANGE AT ANY TIME IN HEXAGON'S SOLE DISCRETION. CUSTOMER SHOULD NOT RELY UPON STATEMENTS, PRESENTATIONS, OR INFORMATION REGARDING FUTURE FEATURES, FUNCTIONS, OR PRODUCTS FOR ANY PURPOSE IN ABSENCE OF HEXAGON'S FORMAL AND EXPRESS CONTRACTUAL COMMITMENT TO DELIVER THE SAME.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HEXAGON OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THIS AGREEMENT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HEXAGON'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO HEXAGON DURING THE PAST TWELVE MONTHS UNDER THIS AGREEMENT AS OF THE DATE THE EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN HEXAGON LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

18. TERMINATION

This Agreement may only be terminated prior to its expiration in the following ways:

- 18.1. Either party petitions for reorganization under the Bankruptcy Act or is adjudicated as bankrupt, or a receiver is appointed for the other party's business.
- 18.2. Customer fails to pay Hexagon any amount when due (i) under this Agreement; or (ii) under any other agreement between the parties.
- 18.3. Customer's license to the Covered Products for which Customer has purchased Services is terminated.

19. RESTRICTIONS

- 19.1. **Non-Solicitation of Employees.** Customer agrees that it will not, without the prior written consent of Hexagon, solicit or hire any Hexagon employee, or induce such employee to leave Hexagon's employment, directly or indirectly, during the term of this Agreement and for a period of twelve (12) months after the Agreement expires or is terminated. Customer agrees that a breach of this provision would cause actual and substantial damages to Hexagon such that it would be very difficult to calculate actual damages. Accordingly, any such breach will entitle Hexagon to recover liquidated damages from Customer in the amount equal to one (1) year of the affected employee's annual salary plus benefits for each such breach, as well as expenses, costs, and reasonable attorneys' fees incurred by Hexagon in seeking enforcement of this Agreement. Customer agrees that the foregoing amount is intended to be, and in fact is, a reasonable estimate of the actual damages that would be incurred by Hexagon if Customer were to breach this provision, and that this amount is not intended to be, and in fact is not, a penalty. In addition, Hexagon shall be entitled to equitable or injunctive relief to prevent further breaches. For purposes of this Section, the term "employee" means employees of Hexagon and/or any Hexagon subsidiary and/or any of Hexagon's subcontractors who directly support Customer.
- 19.2. **United States Government Restricted Rights.** If a Covered Product (including any Updates, documentation or technical data related to such Covered Products) is licensed, purchased, subscribed to or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section also applies.
 - 19.2.1. For civilian agencies: The Covered Product was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).
 - 19.2.2. For units of the Department of Defense ("DoD"): The Covered Product was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).
 - 19.2.3. Notice: The Covered Product is "commercial computer software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "commercial computer software" shall be in strict accordance with the manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract. Hexagon and any applicable Third Party Software manufacturers are the manufacturers. This Covered Product is unpublished and all rights are reserved under the Copyright Laws of the United States.

- 19.3. Export Restrictions. All Software Products and all Third Party Software (including any Updates, documentation or technical data related to such software products) licensed, purchased, subscribed to or obtained, directly or indirectly, from Hexagon, its subsidiaries or distributors (collectively, "Export Controlled Products") are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. The Export Controlled Products, and the direct product thereof, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:
- 19.3.1. To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.
 - 19.3.2. To any person or entity listed on any United States government denial list, including but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists (www.bis.doc.gov/complianceand enforcement/liststocheck.htm), the U.S. Department of Treasury Specially Designated Nationals List (www.treas.gov/offices/enforcement/ofac/), and the U.S. Department of State Debarred List (<http://www.pmddtc.state.gov/compliance/debar.html>).
 - 19.3.3. To any entity if Customer knows, or has reason to know, the end use of the Export Controlled Product is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.
 - 19.3.4. To any entity if Customer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of an Export Controlled Product should be addressed to Hexagon's Export Compliance Department, 305 Intergraph Way, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

20. TAXES

All charges under this Agreement are exclusive of each and every country's federal, provincial, state, municipal, or other governmental, withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees ("Taxes"). Customer shall be liable for, and shall indemnify and hold Hexagon harmless from and against, any and all Taxes. Taxes shall expressly exclude any federal, state, municipal, or other governmental income taxes, franchise taxes, business license fees and other like taxes measured by Hexagon's income, capital and/or assets. The total invoice amount for charges under this Agreement is subject to increase by the amount of any Taxes which Hexagon is required to withhold, collect, or pay regarding the transactions under this Agreement so that Hexagon receives the full amount of the charges on Hexagon's invoices. Any certificate to exempt the Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense.

21. GENERAL

- 21.1. Third Party Providers. Hexagon reserves the right to provide Services through a third party provider.
- 21.2. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. The Agreement supersedes any and all prior discussions and/or representations, whether written or oral, relating to the subject matter of the Agreement and no reference to prior dealings may be used to in any way modify the expressed understandings of the Agreement. Hexagon does not accept any contradictory or additional terms and conditions, even by accepting a purchase order referencing different terms and conditions. The Agreement may be amended only by a written instrument signed by authorized representatives of both parties, and cannot be amended by subsequent purchase order or writing received from Customer without the express

- written consent of Hexagon. Any reproduction of the Agreement made by reliable means (for example, photocopy or facsimile) will be deemed an original.
- 21.3. Order of Precedence. In the event of a conflict between the documents that form the Agreement, the order of precedence will be as follows: (i) any addenda executed by Hexagon and Customer, with the latest addendum taking precedence over any earlier addenda; (ii) the Quote; and (iii) these Terms and Conditions.
- 21.4. Severability. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. However, if any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement.
- 21.5. Headings. The various headings in these Terms and Conditions are inserted for convenience only and shall not affect the meaning or interpretation of these Terms and Conditions or any section or provision of these Terms and Conditions.
- 21.6. No Waiver. Any failure by either party to enforce performance of the Agreement shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of the Agreement.
- 21.7. Notices. Any notice or other communication ("Notice") required or permitted under the Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Hexagon's address for Notices is Hexagon Safety & Infrastructure, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.
- 21.8. Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Hexagon may assign its rights and obligations under this Agreement, without Customer's approval, to (i) an entity which acquires all or substantially all of the assets of Hexagon or the Hexagon division providing a product or service under this Agreement; (ii) an entity which acquires all or substantially all of the Software Products or product line assets subject to this Agreement; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Hexagon. Any attempt by Customer to sublicense, assign or transfer any of Customer's rights or obligations under this Agreement, except as expressly provided in this Agreement, is void.
- 21.9. Force Majeure. Except for payment obligations under the Agreement, neither party shall be liable for any failure to perform or observe any of its obligations under this Agreement for as long as and to the extent that such performance is prevented or hindered by any circumstances beyond its reasonable control. By way of example, and not limitation, such causes may include acts of God or public enemies; labor disputes; acts of local, state, or national governments or public agencies; utility or communications failure; fire; flood; epidemics; riots; or strikes. The time for performance of any right or obligation delayed by such events will be postponed for a period equal to the delay. If, however, a party is subject to a force majeure that endures for more than sixty (60) calendar days, the other party has a right to terminate the Agreement upon providing thirty (30) calendar days prior written notice to the party subject to the force majeure.
- 21.10. Governing Law. This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama and shall be deemed to have been accepted in Madison, Alabama, United States. The parties agree that any legal

action or proceeding relating to this Agreement shall be instituted in the Circuit Court for Madison County, Alabama, or the United States District Court for the Northern District of Alabama, Northeastern Division. The parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceedings. This Agreement shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

- 21.11 Waiver of Jury Trial. Hexagon and Customer each hereby waive, to the fullest extent permitted by applicable law, any right either may have to a trial by jury for any legal proceeding arising, directly or indirectly, out of or relating to this Agreement.
- 21.12 Injunctive Relief; Cumulative Remedies. Customer acknowledges and agrees that a breach of the Agreement by Customer could cause irreparable harm to Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. Customer agrees that Hexagon will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of the Agreement by Customer, and Customer expressly waives any objection that Hexagon has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.
- 21.13 Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.
- 21.14 Governing Language. The controlling language of this Agreement is English. If Customer has received a translation into another language, it has been provided for Customer's convenience only.
- 21.15 Survival. The provisions of the Agreement which require or contemplate performance after the expiration or termination of the Agreement shall be enforceable notwithstanding said expiration or termination.

SGI-10012015



HEXAGON
SAFETY & INFRASTRUCTURE

Customer:	San Angelo, TX City of
Quote Number:	2017-48931 rev. 2
Quote Date:	February 20, 2017
Expiration Date:	April 28, 2017

Please feel free to contact us at any time. We would be more than happy to assist you with any questions or provide you with additional information. Thank you for your interest in Hexagon Safety & Infrastructure. We look forward to working with you in the future.

Thanks for your business and best regards!

Jason Putnam
District Sales Manager
Hexagon Safety & Infrastructure
Tel:
Cell: +1 8173125577
Email: jason.putnam@hexagonsi.com
www.hexagonsafetyinfrastructure.com

www.hexagonsgeospatial.com



HEXAGON

SAFETY & INFRASTRUCTURE

Customer:	San Angelo, TX City of
Quote Number:	2017-48931 rev. 2
Quote Date:	February 20, 2017
Expiration Date:	April 28, 2017

Ship To:

San Angelo, TX City of
401 East Beauregard
San Angelo, TX 76903

Bill To:

San Angelo, TX City of
401 Beauregard
San Angelo, TX 76903

United States

Product Configuration Listing

Part Number	Description	Qty	Net Price	Ext Price
SXMA212	Exch I/Exec and I/Exec 2 for I/Exec for High Availability NL	1	\$0.00	\$0.00
IPS0001HAC	I/Executive for High Availability NL - Component	1	\$0.00	\$0.00
SXMA0080	Exchange I/Mobile CC for Mobile for Public Safety CC	112	\$0.00	\$0.00
IPS0080C	Mobile for Public Safety CC - Comp	112	\$0.00	\$0.00
IPS1183	Intergraph Remote Content Management CC	1	\$0.00	\$0.00
IPS0082	Map Administration Utility NL	1	\$11,139.00	\$11,139.00
IPS0048	I/FRMS-CADlink NL	1	\$11,808.00	\$11,808.00
IPSCUSTOM04	MPS Custom Build for Law (Software Maintenance Only)	1	\$0.00	\$0.00
IPSCUSTOM04	MPS Custom Build for Fire (Software Maintenance Only)	1	\$0.00	\$0.00
SPRSVC9001IMP	CAD-MPS 9.4 Upgrade Services	1	\$293,113.07	\$293,113.07
TRAVEL-CAD	Travel - CAD	14	\$2,400.00	\$33,600.00
Product Total				\$349,660.07

Maintenance Configuration Listing

Part Number	Description	Qty	Type	# of Mths	Monthly Unit Net Price	Ext Price
IPS0001HAC	I/Executive for High Availability NL - Component	1	PRM	12.0	\$1,485.00	\$17,820.00
IPS0080C	Mobile for Public Safety CC - Comp	112	PRM	12.0	\$24.00	\$32,256.00
IPS1183	Intergraph Remote Content Management CC	1	PRM	12.0	\$0.00	\$0.00
IPS0082	Map Administration Utility NL	1	PRM	12.0	\$203.00	\$2,436.00
IPS0048	I/FRMS-CADlink NL	1	PRM	12.0	\$204.00	\$2,448.00
IPSCUSTOM04	MPS Custom Build for Law (Software Maintenance Only)	1	PRM	12.0	\$350.00	\$4,200.00
IPSCUSTOM04	MPS Custom Build for Fire (Software Maintenance Only)	1	PRM	12.0	\$350.00	\$4,200.00
Maintenance Total						\$63,360.00



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Intergraph Corporation has elected to do business as: "Hexagon Safety & Infrastructure," in certain public safety, utility delivery, transportation, and information technology markets; "Hexagon Geospatial," in certain geospatial markets; and, "Process, Power & Marine," in certain engineering markets. These alias and trade names do not reflect any change of legal corporate entity, applicable tax identification number, or similar formalities.

This quotation is provided subject to the attached terms and conditions.

You will be sent a confirmation of purchased maintenance services by the Hexagon Customer Services Administration department. If maintenance is not purchased at the same time as you purchase products listed in this quotation, you may purchase the maintenance for the products at a later date; however reinstatement or upgrade fees shall apply.



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Summary

	Net Price
Software:	\$22,947.00
Services:	\$326,713.07
Maintenance:	\$63,360.00
Total Shipping:	\$8.00
Total Price*:	\$413,028.07

*Tax included in this quotation is an estimate only. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

Notes:

Any commercial Off-the-shelf product information Hexagon has shared with its audience during the proposal / contract activities to date, were to provide an understanding of Hexagon's current expected direction, roadmap or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Hexagon as part of the intended contract. The audience of this material should not factor any future features, functions or products into its current buying decision since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Hexagon.

To place an order against this quotation, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to the Order Administration desk in accordance with the contact information provided below. This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

Attn: Hexagon Administration
Intergraph Corporation
P. O. Box 240000
Huntsville, AL 35813
Phone: (256) 730-2705
Fax Numbers: 800-239-2972 or 256-730-6089
Email: hsiorsall@hexagonsi.com

San Angelo, TX City of

Signature: _____

Printed Name: _____

Phone: _____

Date: _____

PO reference(if required for invoicing): _____



HEXAGON
SAFETY & INFRASTRUCTURE

Customer:	San Angelo, TX City of
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Please check to indicate payment and billing instructions:

- ☐ My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Intergraph. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number: _____ PO Amount: _____

- ☐ I wish to pay by CREDIT CARD. Intergraph will contact you to obtain the credit card number. Please provide the name and telephone number of the credit card holder below. (Your order will be processed upon written acceptance by Intergraph and upon authorization/approval of your credit card.)

Name as it appears on Credit Card: _____

Telephone number of Cardholder: _____

Signature of Cardholder: _____

- ☐ INVOICE ME based on my returning this signed acceptance sheet. (Your order will be processed upon written acceptance by Intergraph and upon credit approval.)

- ☐ My CHECK payable to Intergraph Corporation has been sent to the following address

Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

(Your order will be processed upon written acceptance by Intergraph and after your check clears - approximately 5 days after receipt by our lockbox.)

Check Number: _____ Check Amount: _____

- ☐ My DOMESTIC WIRE PAYMENT has been wired to:

ABA Number: 021000018
Bank Name: Bank of New York Mellon, New York, NY
Favor of: Bank: SEB (Skandinaviska Enskilda Banken)
Account Number: 890 043 9688
For further credit to: Intergraph Corporation SGI Division, Account #00007583

- ☐ My ACH PAYMENT has been sent to:

Account Number: 1030429611
Company Name: Intergraph Corporation SGI
Routing Number: 043000096
Beneficiary Bank Name: PNC Bank N.A.
Address: Pittsburgh, PA 15222
Phone#: 1-877-824-5001, Opt 1 and Opt 3
Contact: Lockbox Group, Product Client Services

(Your order will be processed upon written acceptance by Intergraph.)



Hexagon Safety & Infrastructure

Terms & Conditions of Sale

This Agreement (“Agreement”) Constitutes the Terms and Conditions of Sale of Hexagon Product(s) to Buyer.

1. Definitions. As used in this Agreement:

“Agreement” means these Terms and Conditions and each agreement entered into there under;

“Buyer” means the entity or person purchasing all or part of the Software and/or Hardware listed on a Hexagon quotation;

“Hardware” means all Hexagon or Third Party hardware (including components), software media, and spare parts listed on a Hexagon quotation;

“Hexagon” means Intergraph Corporation doing business as Hexagon Safety & Infrastructure;

“Product(s)” means the Hexagon software licenses or hardware and/or Third Party software licenses or hardware listed on a Hexagon quotation;

“Software” means (i) any binary software program, (ii) any upgrades or updates, and (iii) any related user manuals or other documentation included with the Products or listed separately on a Hexagon quotation;

“Terms and Conditions” means the current standard terms and conditions of purchase and licensing set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Hexagon and Buyer;

“Third Party” means any other Hexagon Division other than the Security, Government & Infrastructure Division or any company other than Hexagon.

2. General. These Terms and Conditions shall be deemed to be an integral part of all acceptances by Hexagon and shall supersede any conflicting provisions of any purchase order or other communication of the Buyer.

3. Quotations. Hexagon reserves the right to change design, price, and other terms without notice to Buyer and until acceptance of order by Hexagon.

4. Taxes. All Prices contained on a Hexagon quotation are exclusive of, and Buyer shall be liable for and shall indemnify and hold Hexagon harmless from and against each and every country’s federal, state, municipal, or other governmental, withholding, excise, sales, use, value added, GST, or other taxes, tariffs, custom duties and importing fees (“Taxes”). Taxes shall expressly exclude any United States (i) federal, (ii) state, (iii) municipal, (iv) or other governmental income taxes, franchise taxes and other like taxes measured by Hexagon’s net income. Taxes shall expressly include any related interest and/or penalty. Total invoice amount for any charges pursuant to an accepted quotation are subject to increase by the amount of any Taxes which Hexagon is required to pay and/or which Buyer is required to withhold, collect or pay regarding the transactions pursuant to the Agreement, so that Hexagon receives the full amount of the charges invoiced. Any certificate to exempt any charges from any liability for Taxes or other documentary evidence of statutory exemption shall be obtained by Buyer at Buyer’s expense and provided to Hexagon.

5. Delivery and Installation.

5.1 F.O.B. Point. Hexagon will deliver all Product(s) on an FOB Destination, Pre-Paid and Added (“PPA”) basis, including DDP when shipped from a foreign point of origin, unless otherwise stated. At Hexagon’s discretion, Product(s) may ship from different points of origin. Written notification is required for any short shipments/discrepancies within five days of receipt of order. Hexagon’s responsibility ceases upon delivery of Product(s) to the Buyer in good order at the point of destination. The Buyer is urged to examine all deliveries carefully immediately upon delivery and before signing receipt. If goods are visibly damaged, the

Buyer must have written confirmation of the damages noted on the freight bill or other receipt by the agent of the carrier. Signing a receipt without notation of damage to the Product(s) shall constitute conclusive evidence of receipt of the Products in satisfactory condition.

5.2 Partial Delivery. Hexagon may make partial shipments to Buyer and invoice accordingly, and Buyer shall be obligated to pay for such partial shipments when invoiced.

5.3 Delivery Dates. Shipments of any products purchased hereunder are subject to Hexagon's availability schedule. Hexagon will make every reasonable effort to meet delivery dates quoted or acknowledged. However, Hexagon will not be liable for any failure to meet such dates.

5.4 Installation. Unless installation services by Hexagon have been purchased by Buyer, Buyer is responsible for installation of Software or Hardware Product(s).

6. Acceptance. Buyer shall be deemed to have accepted the products covered by this Agreement upon the earlier of: (a) delivery to Buyer, if installation by Hexagon is not included in the purchase price; (b) certification by Hexagon that the product is installed and meet Hexagon's specifications, if installation by Hexagon is included in the purchase price; (c) utilization of the product by Buyer for any useful work.

7. General Terms of Payment. Subject to credit approval. Unless otherwise agreed upon in writing, payment for all Product(s) purchased by the Buyer from Hexagon shall be made within the time specified below. **Payments shall be made in United States of America currency and all exchanges, interest, banking, and bank collection charges and other related charges shall be the obligation of the Buyer; any special financing or other arrangements to meet currency or import restrictions are the responsibility of the Buyer.** Hexagon shall retain a security interest in any of the Products sold to the Buyer until the purchase price is paid in full. Buyer shall take all steps necessary to perfect Hexagon's security interest. Title to the Hardware shall pass to the Buyer upon payment. Title to the Software shall always remain with Hexagon or in the case of Third Party Software with the owner of such software. Payments shall be as follows:

7.1 For purchases under U.S. \$25,000. Fifteen (15) days prior to shipment advance payment must be received by Hexagon in accordance with the Remit instructions.

7.2 For purchases over U.S. \$25,000. Thirty (30) days prior to shipment advance payment must be received by Hexagon in accordance with the Remit instructions.

7.3 Hexagon at its sole discretion, may offer Buyer open account payment terms. *Open account payment terms must be confirmed in writing by Hexagon.* Open account charges shall be due net thirty (30) days from date of invoice.

7.4 Remit Instructions. Hexagon accepts these payment methods: U.S. major credit cards (Visa, MasterCard, AMEX, and Discover), check, wire transfer, and EFT.

For shipments requiring advance payment by the Buyer, Buyer shall make remittance by check to:

Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

For shipments based on established open accounts, Buyer shall make remittance by check to:

Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

Hexagon will make wire transfer and EFT remit to information available upon request.

Hexagon shall charge and the Buyer agrees to pay interest at the rate of two percent (2%) per month or the maximum amount allowed by law, whichever is less, for all amounts not received 30 days after the date of invoice.

No payments may be withheld by the Buyer for any reason nor may any counterclaim by the Buyer be set off against any payment due Hexagon, without prior written consent of Hexagon. Buyer will be responsible for all costs and expenses incurred in the collection of any outstanding amounts, including reasonable collection agency or attorney's fee.

8. Limited Warranties.

8.1 Software Products. Hexagon warrants for a period of thirty (30) calendar days from the date of delivery, or the date of installation if installation by Hexagon is included in the purchase price, that Software Product(s) delivery media shall be free from defect in material or workmanship. Hexagon does not warrant that the software product(s) will meet buyer's requirements, and under no circumstances does Hexagon warrant that the software product(s) will operate uninterrupted or error free.

8.2 Hardware Products. Hexagon warrants for a period of one (1) year from the date of delivery, or the date of installation if installation by Hexagon is included in the purchase price, that the Hardware Product(s) is free from defect in material and workmanship and is of the kind and quality described in the quotation except that:

(a) Hexagon gives no warranty with respect to parts with a limited technical lifetime such as data discs and cassettes.

(b) Components of the Product produced by other manufacturers are warranted only to the extent that such components are warranted by the manufacturers supplying such components to Hexagon.

If Hexagon Software is included in this Agreement, Hexagon warrants that its Software, when properly installed, will not fail to execute its programming instructions due to defect in materials and workmanship. If Hexagon receives notice of a defect during the applicable warranty period, Hexagon will repair or replace software media that does not execute programming instructions due to such defect. Hexagon does not warrant that the operation of the software will be uninterrupted or error free.

THE FOREGOING WARRANTIES ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS, DIRECTLY OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM, AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM, OR MISUSE OF A WARRANTED ITEM (INCLUDING WITHOUT LIMITATION, USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM). BUYER SHALL PROMPTLY NOTIFY HEXAGON OF ANY SUSPECTED DEFECTS IN SOFTWARE DELIVERY MEDIA.

8.3 Remedies. Upon written notification of any failure to conform to Hexagon's express warranties, Hexagon shall have the right either to replace or repair any defective Product, to refund the purchase price upon return of the defective Products, or to grant a reasonable allowance on account of such defects, and Hexagon's liability and Buyer's exclusive remedy for defective Products shall be limited solely to such replacement, repair, or allowance, as Hexagon may elect. Hexagon shall be given reasonable opportunity to investigate all claims and no Product shall be returned to Hexagon until after written approval by Hexagon and receipt of written shipping instructions from Hexagon have been provided.

8.4 Effectiveness. The effectiveness of the warranties contained herein shall with respect to any particular defect be conditional upon Buyer's substantiation that the Product and its components have been stored, maintained, and operated in accordance with such reasonable instructions as are given by Hexagon to Buyer and with standard industry practice. Subject to the foregoing, the warranties contained in this Section shall remain in effect from the date hereof until thirty (30) days from the date that the product is shipped by Hexagon, unless the purchase price includes installation, in which case the period begins on the date Hexagon certifies to Buyer that the Product is installed and is operating in conformance with Hexagon

specifications. If Buyer schedules or delays installation by Hexagon more than thirty (30) days after delivery, the warranty period shall begin on the thirty-first (31st) day from date of shipment.

8.5 DISCLAIMER. EXCEPT AS PROVIDED ABOVE, HEXAGON DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. THE WARRANTIES AND REMEDIES EXPRESSLY STATED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON WITH RESPECT TO THE SOFTWARE PRODUCT(S) AND HARDWARE PRODUCT(S). CERTAIN LIMITATIONS SET FORTH IN THIS DISCLAIMER MAY NOT APPLY IN SOME JURISDICTIONS.

8.6 Supplemental statements setting forth warranty terms different from the above are available for some Product types, and are incorporated herein if applicable. The terms of such supplemental statements supersede the terms hereof only to the extent they are inconsistent herewith.

9. Security Terms. Buyer hereby grants and Hexagon reserves a purchase money security interest in each Product purchased hereunder, and in any proceeds thereof, for the full amount of the Agreement price. Buyer agrees that Hexagon may sign on Buyer's behalf any document required to perfect such security interest. Payment in full of the purchase price of any Product purchased hereunder shall release the security interest on that Product.

10. Software License. Software Product(s) (whether furnished independently or bundled with Hardware) are furnished to Buyer under the terms of the applicable end user license agreement, which may be separately executed or may be included with the Product(s). Buyer agrees to execute the applicable Hexagon End User License Agreement for Hexagon Software Products that are furnished without an included End User License Agreement. Buyer agrees to execute the applicable Third Party end user license agreement for Third Party Software Products that are furnished without an included Third Party end user license agreement.

11. Ownership. All Software Products furnished by Hexagon hereunder shall remain the property of Hexagon or the respective Third Party. Software Product(s) are licensed, not sold. Buyer understands that it is purchasing a license to use the Software Product(s) and is not purchasing the Intellectual Property of the Software Product(s).

12. Patent, Trademark, Copyright Infringement. In the event of any proceeding (suit, claim, or action) against Buyer arising from allegations that the Product(s), or services, or part thereof, furnished by Hexagon infringes a U.S. patent, copyright, trade secret, trademark, intellectual property, or other proprietary right of any Third Party, Hexagon will, if such proceeding does not result from modifications to the Product(s) made by Buyer or Buyer's use of any Product(s) in combination with other products not furnished by Hexagon, defend Buyer's right, or interest in the Product(s), at Hexagon's expense. Hexagon shall make such defense by counsel of its own choosing and Buyer shall reasonably cooperate with said counsel. Hexagon shall have sole control of said defense and any settlement of any claim.

In the event any proceeding is found to be based on modifications, enhancements or addition made by Buyer or any person or entity, or Buyer's use of the Product(s), in combination with other products not furnished by Hexagon, Buyer agrees to defend Hexagon's right, title or interest in the Product(s), at Buyer's expense, to reimburse Hexagon any defense expenses inclusive of reasonable attorney's fees expended by Hexagon in defense of said claim, and pay any judgment rendered against Hexagon, provided Hexagon promptly notifies Buyer in writing of the proceeding. Buyer shall make such defense by counsel of its own choosing and Hexagon shall reasonably cooperate with said counsel. Buyer, in such circumstances shall have sole control of the defense.

In the event any Product(s) furnished hereunder are, in Hexagon's opinion, likely to or do become the subject of a claim of infringement of any duly issued patent or copyright or of any trade secrets or other intellectual property rights or other proprietary rights of a Third Party, Hexagon may at its option and

expense, procure for Buyer the right to continue using the Product(s), or modify the Product(s) to make them non-infringing but functionally the same, or replace the Product(s) with (a) non-infringing equivalent(s), or refund the purchase price to the Buyer.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES RELATED TO PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT, EXPRESSED OR IMPLIED, AND THESE WARRANTIES ALONG WITH THE REMEDIES STATED ABOVE REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON WITH REGARD TO INFRINGEMENT. CERTAIN LIMITATIONS SET FORTH IN THIS DISCLAIMER MAY NOT APPLY IN SOME JURISDICTIONS.

13. Maintenance. If maintenance of Product(s) is desired beyond that provided by the applicable warranty, such service can be provided under separate contract. Maintenance and support of the Product(s) will be provided to Buyer in accordance with Hexagon's standard maintenance options and the then-current Hexagon Maintenance Service Terms and Conditions.

14. Assignment. Neither Hexagon nor Buyer shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld, except that Hexagon may assign its rights and obligations under this Agreement without the approval of Buyer to an entity which acquires all or substantially all of the assets of Hexagon or to any subsidiary, affiliate, or successor in a merger or acquisition of Hexagon.

15. Limitation of Liability. NOT WITHSTANDING ANYTHING TO THE CONTRARY, HEXAGON SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR PRODUCTION, REVENUE OR PROFIT, OR LOSS OF DATA OR CLAIMS OF THIRD PARTIES, EVEN IF HEXAGON HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE SHALL HEXAGON'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT HEXAGON HAS BEEN PAID BY BUYER UNDER THIS AGREEMENT AT THE TIME THE CLAIM IS MADE. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

16. Cancellation, Rescheduling, Returns.

16.1 Cancellation. In the event of the cancellation of any order, or items included in an order, Buyer will be liable and agrees to pay cancellation charges to Hexagon in accordance with the following schedule:

Cancellation notice received fourteen (14) days or more prior to the scheduled shipment date, for purchases other than a Digital Mapping Camera: No charge for Hexagon manufactured Products.

Cancellation notice received less than fourteen (14) days prior to the scheduled shipment date: ten percent (10%) of the total purchase price.

No cancellation will be accepted for products that have shipped or Third Party Products that have been ordered by Hexagon for Buyer.

Buyer agrees that title, rights, and/or interests to the canceled item(s) shall remain with Hexagon and that Buyer shall have no title, right, and/or interest to such.

16.2 Rescheduling. In the event that Buyer makes changes following initial placement of the order, Hexagon reserves the right to reschedule Buyer's order. Upon Buyer's written notification of change(s), a new shipment date will be established by Hexagon. Hexagon will inform Buyer and obtain Buyer's direction regarding any charges that Hexagon would incur as a result of an order modification. If Buyer directs Hexagon to modify the order for which Hexagon will incur a charge, Buyer agrees to pay all charges for the modification.

16.3 Returns. No return of any Product(s) to Hexagon will be accepted unless previously authorized in writing by Hexagon, whether under warranty or otherwise. Any returns other than those under warranty will be subject to a reasonable restocking charge.

17. Nondisclosure. Buyer understands that Hexagon possesses information and data that was developed, created, or discovered by Hexagon, or which has become known to, or has been conveyed to Hexagon which has commercial value in Hexagon's day-to-day business. Hexagon considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs all of which shall hereinafter be singularly or collectively referred to as Hexagon's Intellectual Property. Buyer agrees to use reasonable efforts to treat and maintain as proprietary and confidential Hexagon's Intellectual Property or any information or data provided by Hexagon, in whatever form, as it would its own proprietary and confidential information and data, but in any event, no less than reasonable care, and to comply with all license requirements, copyright, patents and trade secret laws as they may pertain to any of Hexagon's Intellectual Property or other information or data provided by Hexagon.

18. Force Majeure. Hexagon has no obligation to deliver the Product(s) against any order until it has accepted the order. In any event, Hexagon will not be liable for any delay in shipment or any failure to ship the Product against an accepted order or for any damages suffered by reason thereof, when such delay or failure is, directly or indirectly, due to accident (in manufacture or otherwise), fire, flood, seizure, riot, acts of terrorism, war, embargo, labor stoppages or difficulties, inadequate transportation facilities, shortage of material or supplies, delay or default on the part of its suppliers, regulation or order by government authority, or any other casualty or cause beyond the reasonable control of Hexagon, which Hexagon, in its discretion, declares to be Force Majeure resulting in such delay or failure. Hexagon may, at its option, cancel this order, or delay performance hereunder for any period reasonably necessary due to any of the foregoing, during which time this Agreement shall remain in full force and effect. Hexagon shall have the further right to then allocate its available materials and product between its own uses and its customers in such manner as Hexagon may consider fair and equitable.

19. Order of Precedence. The Terms and Conditions hereof take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. Acceptance by Buyer is limited to Hexagon's Terms and Conditions. Neither Hexagon's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. The Terms and Conditions of this Agreement (including the terms and conditions of the standard end user license agreement applicable to any Software Products) constitute the entire understanding between the parties and supersede any previous communications, representations, or agreements by either party whether verbal or written. Any future representations, promises and verbal agreements related to products, product features, future product enhancements, product functionality, or services covered by this Agreement will be of no force or effect unless reduced in writing and made a part of this Agreement. No change or modification of any of the Terms and Conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of the party to be bound.

20. Severability. Whenever possible, each provision of these Terms and Conditions and each related document shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of these Terms and Conditions or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of these Terms and Conditions or such related document.

21. Export Control. Buyer agrees to comply fully with all relevant export laws and regulations of the United States (hereinafter "Export Law") to assure that neither the Product(s) or anything provided by Hexagon hereunder are exported directly or indirectly in violation of said Export Law or are intended to be used for a purpose prohibited by said Export Law.

With respect to the export by Buyer of the Product(s), including documentation, data, or information pertaining thereto the Product(s), or anything containing the Product(s), the disclosure of the Software to a non U.S. national, or any other activities relating to the Software, Buyer agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statutes, regulations, or other requirements of any governmental agency. Notwithstanding the foregoing, Hexagon's and Third Party's Product(s) are subject to export controls promulgated by the Government of the United States. Buyer warrants that it will not export or re-export, either directly or indirectly, any such Product or restricted direct Product thereof, without first obtaining any necessary authorization from the U.S. Government, when required. Buyer agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export.

22. Waiver. Any failure by Hexagon to enforce performance of the Terms and Conditions set forth in this Agreement shall not constitute a waiver of, or affect Hexagon's right to avail itself of such remedies as it may have for any subsequent breach of this Agreement.

23. Governing Law. This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama, and the Parties agree to attorn to the jurisdiction of the courts of that State.

24. Jurisdiction. Buyer hereby submits to the jurisdiction of the United States Federal District Court for the Northern District of Alabama or applicable State Court for Madison County, Alabama solely for purposes of enforcement of rights and remedies arising under this Agreement.



END-USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This End-User License Agreement (“EULA”) is a legal agreement by and between “you” (either an individual or a single legal entity) and Intergraph Corporation doing business as Hexagon Safety & Infrastructure (“Hexagon”) for the Hexagon software product(s) (“SOFTWARE PRODUCT”) delivered with this EULA, which includes the computer software, object code copy, and all of the contents of the files, disk(s), CD-ROM(s) or other media with which this EULA is provided, including any templates, printed materials, and online or electronic documentation. All copies of the SOFTWARE PRODUCT and any Updates of the SOFTWARE PRODUCT, if any, are licensed to you by Hexagon pursuant to the terms of this EULA. Any software, including, without limitation, any open source components and/or Upgrades, associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA, which shall take precedence over any other document and shall govern your use of the SOFTWARE PRODUCT, unless Hexagon and you have agreed to a signed license agreement with Hexagon that specifically addresses the licensing of the applicable SOFTWARE PRODUCT(s) for a discrete transaction, in which case the signed license agreement shall take precedence and shall govern your use of the SOFTWARE PRODUCT. You agree that this EULA is enforceable against you the same as any written, negotiated contract signed by you. If you do not agree to the terms of this EULA, you are not authorized to, and you shall not, download, install or use the SOFTWARE PRODUCT.

1.0 DEFINITIONS. As used in this EULA, the following terms are defined as follows and other capitalized terms set forth in this EULA shall have the meaning ascribed to them in this EULA:

1.1 “Core” means a physical processor on a computer server that can respond to and execute the basic instructions that drive the computer. A Central Processing Unit (CPU) may have one or more Cores, and a given server may have multiple CPU sockets that may each contain multiple Cores.

1.2 “Desktop-based SOFTWARE PRODUCT” means a self-contained application that runs from a local drive and does not require network connectivity to operate.

1.3 “Installation Guide” means a computer file in a Microsoft Word or Adobe PDF document or a text file that contains information a User may need to install or operate a SOFTWARE PRODUCT program

1.4 “Primary License” means the license(s) of the SOFTWARE PRODUCT provided to you for general production use as authorized by this EULA.

1.5 “Supplementary License” means a license(s) of the SOFTWARE PRODUCT which is made available by Hexagon for select SOFTWARE PRODUCTS to augment Primary Licenses for special purposes. Each Supplementary License requires a Primary License and the term of the Supplementary License shall not exceed the term of the applicable Primary License.

1.6 “System” means a physical or operational location where the SOFTWARE PRODUCT resides and operates on an individual server or where a single operational identification number (“Site ID”) has been assigned by Hexagon.

1.7 “Update” means any modified version, fix, or patch of the SOFTWARE PRODUCT.

1.8 “Upgrade” means each new release of the SOFTWARE PRODUCT that is as a result of an architectural, major, or minor change to the SOFTWARE PRODUCT. Upgrades may be provided with a separate EULA. The EULA delivered with the Upgrade will supersede any EULA or signed license agreement associated with prior releases of the SOFTWARE PRODUCT.

1.9 “User” means you or an individual employed by you. A User may also include your contractor who requires temporary use of the SOFTWARE PRODUCT to provide services on your behalf.

1.10 “Web-based SOFTWARE PRODUCT” means a Webservices-based SOFTWARE PRODUCT that is accessed by Users solely over the World Wide Web, Internet or intranet.

1.11 “XML Files” means the XML (Extensible Markup Language) files generated by the SOFTWARE PRODUCT, where applicable.

1.12 “XSL Stylesheets” means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the SOFTWARE PRODUCT, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

2.0 LICENSE GRANT. Provided you are not in breach of any term or condition of this EULA, Hexagon hereby grants you a limited, non-exclusive license to install and use the SOFTWARE PRODUCT, in object code form only, strictly for your internal use and strictly in accordance with this EULA. The license is non-transferable, except as specifically set forth in this EULA. You assume full responsibility for the selection of the SOFTWARE PRODUCT to achieve your intended results, and for the installation, use and results obtained from the SOFTWARE PRODUCT.

2.1 Minimum Requirements. The SOFTWARE PRODUCT may require your System to comply with specific minimum software, hardware and/or Internet connection requirements. The specific minimum software, hardware and/or Internet connection requirements vary by SOFTWARE PRODUCT and per type of license and are available from Hexagon upon request.

2.2 License Type and Mode. SOFTWARE PRODUCTS are licensed as either Primary Licenses or Supplementary Licenses. There are two (2) types of Primary Licenses and seven (7) types of Supplementary Licenses as described below. Depending on your license, a license may be used in either Concurrent-Use mode or Node-Locked mode. The license type and mode for the SOFTWARE PRODUCT you subscribed to or obtained will be designated (per the abbreviations set forth below) in the product description set forth on the proposal, quote or packaging provided with the SOFTWARE PRODUCT, and, if an electronic license manager tool is incorporated in the SOFTWARE PRODUCT, verified by the Hexagon license system. If not otherwise indicated, your license type and mode will be a Node-Locked Primary License. Each license of the SOFTWARE PRODUCT is subject to the terms of this EULA.

2.2.1 Primary Licenses are described below:

- (a) **Concurrent-Use mode (CC)** allows for the checking in and checking out of the total available licenses of the SOFTWARE PRODUCT for Users. At any point, you may run as many copies of the SOFTWARE PRODUCT as you have licenses. If the SOFTWARE PRODUCT is enabled to be run in a disconnected mode, as set forth in the Installation Guide, a User may check out a license from the System for mobile or home use, thus reducing the total number of licenses available in the license pool until the license is checked back in to the System. If the SOFTWARE PRODUCT is not enabled to be run in a disconnected mode, the mobile or home computer will require a Node-Locked License. If the anticipated number of Users of the SOFTWARE PRODUCT will exceed the number of applicable licenses, and in the absence of a license manager tool incorporated in the SOFTWARE PRODUCT, you must use a reasonable mechanism or process to assure that the number of persons using the SOFTWARE PRODUCT concurrently does not exceed the number of licenses. You consent to the use of a license mechanism, license files, hardware keys, and other security devices in connection with the SOFTWARE PRODUCT and agree not to attempt to circumvent, reverse engineer, or duplicate such devices.
- (b) **Node-Locked mode (NL)** allows a single copy of the SOFTWARE PRODUCT to be stored on hard disk and loaded for execution on a single designated workstation, or, for software designed for use on a handheld device, for execution on a single designated handheld device.

2.2.2 Supplementary Licenses are described below:

- (a) **Backup License (BCK)** is licensed solely for “cold standby” when manual switchover of the SOFTWARE PRODUCT to the Supplementary License is required in the event of failure of the Primary License.
- (b) **Developer’s License (DEV)** is a license of a Web-based SOFTWARE PRODUCT that is delivered solely in connection with the Primary License of such SOFTWARE PRODUCT for the purposes of developing and testing your website built only with the SOFTWARE PRODUCT. Developer’s Licenses shall not be used for production purposes (i.e. a fully deployed website).
- (c) **Load Balancing License (LOB)** is a license of a Web-based SOFTWARE PRODUCT solely for use as a second or successive license on a web cluster to balance the load with the Primary License on multiple servers represented by one (1) IP address.
- (d) **Redundant License (RDT)** is licensed solely for “hot standby” when automatic switchover of the SOFTWARE PRODUCT to the Supplementary License is required in the event of failure of the Primary License.
- (e) **Test License (TST)** is licensed solely for testing purposes. However, Hexagon also allows a Test License to be used to conduct no-cost training on test servers for a maximum of thirty (30) days per year.
- (f) **Training License (TRN)** is licensed solely for training purposes.
- (g) **Secondary License (SEC or TFB)** is licensed for non-productive use for training, development, testing, failover, backup, etc. Number of Secondary Licenses cannot exceed the number of purchased Primary Licenses.

2.3 Updates and Upgrades. If the SOFTWARE PRODUCT is an Update or Upgrade to a previous version of the SOFTWARE PRODUCT, you must possess a valid license to such previous version in order to use the Update or Upgrade. The SOFTWARE PRODUCT and any previous version may not be used by or transferred to a third party. All Updates and Upgrades are provided to you on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the latest version of the SOFTWARE PRODUCT. By using an Update or Upgrade, you (i) agree to voluntarily terminate your right to use any previous version of the SOFTWARE PRODUCT, except to the extent that the previous version is required to transition to the Update or Upgrade; and (ii) acknowledge and agree that any obligation that Hexagon may have to support the previous version(s) of the SOFTWARE PRODUCT will end upon availability of the Update. If an Update is provided, you will take prompt action to install such Update as directed by Hexagon. If you fail to do so, you acknowledge that the SOFTWARE PRODUCT may not work correctly or that you will not be able to take advantage of all of the SOFTWARE PRODUCT’s available features. In such event, Hexagon will not be liable for additional costs you incur as a result of your failure to install such Update.

3.0 RIGHTS AND LIMITATIONS. Please see specific exceptions and additional terms related to GeoMedia Viewer Software, Beta Software, Evaluation Software, and Educational Software set forth at the Addendum to this EULA.

3.1 THE FOLLOWING ARE PERMITTED FOR YOUR LICENSE:

3.1.1 You may make one copy of the SOFTWARE PRODUCT media in machine readable or printed form and solely for backup purposes. Hexagon retains ownership of all User created copies. You may not transfer the rights to a backup copy unless you transfer all rights in the SOFTWARE PRODUCT and license as provided for in Section 3.1.2. Any other copying of the SOFTWARE PRODUCT, any use of copies in excess of the number of copies you have been authorized to use and have paid for, and any distribution of the SOFTWARE PRODUCT not expressly permitted by this EULA, is a violation of this EULA and of federal or applicable governing law.

3.1.2 You may transfer the SOFTWARE PRODUCT and license within your company (intra-company transfer), subject to the Hexagon Software Transfer Policy (“Hexagon Software Transfer Policy”) and the terms of this EULA. The Hexagon Software Transfer Policy is available from Hexagon upon request. If you transfer the SOFTWARE PRODUCT, you must at the same time either transfer all

copies, modifications, or merged portions, in whatever form, to the same party, or you must destroy those not transferred.

3.1.3 For a Web-based SOFTWARE PRODUCT:

- (a) You may run multiple Websites and provide multiple Webservices to your client users with a single license.
- (b) You may distribute client side web page plug-ins (e.g., ActiveX controls, Java applets and applications, Enhanced Compressed Wavelet (ECW) plug ins) to Users.
- (c) You may load this Web-based SOFTWARE PRODUCT on multiple machines within a cluster that is acting as a single web server, provided you have obtained the applicable number of Load Balancing Licenses or number of Cores from Hexagon and the total number of map servers or number of Cores deployed do not exceed the quantity licensed.
- (d) Unless otherwise stated in the Installation Guide, you may only copy and distribute the Java script source files to support the Web-based SOFTWARE PRODUCT's output vector map type and your associated websites, and you may prepare derivative works solely for your internal use.

3.1.4 Unless otherwise stated in the Installation Guide, for SOFTWARE PRODUCTS which contain XSL Stylesheets for presenting XML Files, you may only use the XSL Stylesheets and derivative works thereof for the purpose of presenting XML Files and derivative works thereof (collectively, "XML Products") for your enterprise. You may not distribute the XSL Stylesheets or XML Products on a stand-alone basis. XSL Stylesheets may not be used in the production of libelous, defamatory, fraudulent, lewd, obscene or pornographic material, or any material that infringes upon any third party intellectual property rights, or otherwise in any illegal manner. All XSL Stylesheets supplied with the SOFTWARE PRODUCT are and will remain the property of Hexagon.

3.1.5 Unless otherwise stated in the Installation Guide, for SOFTWARE PRODUCTS that are delivered with an Application Programming Interface ("API") and/or configuration set-up, you may use the API(s) to write your own extensions to the SOFTWARE PRODUCTS, and you may use configuration setup to configure the SOFTWARE PRODUCT, but only to the extent permitted by the API(s) and/or configuration setup. Insofar as Hexagon does not transfer to you any rights in its Intellectual Property (as that term is defined in Section 6.1.2) by allowing you to write your own extensions using the API(s) or to configure the software via the configuration set-up, you hereby agree and acknowledge that Hexagon retains all rights in its SOFTWARE PRODUCT, API(s), and configuration setup. Hexagon does not make any representations or warranties with respect to such extensions and/or configurations and to the maximum extent permitted by applicable law, Hexagon and its suppliers disclaim all warranties, either express or implied, relating to such extensions and/or configurations, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, high risk use and non-infringement. Your use of such extensions and/or configurations is solely at your own risk, and you hereby agree to indemnify and hold harmless Hexagon and its suppliers with respect to such extensions and/or configurations.

3.1.6 You are responsible, and bear the sole risk, for backing up all systems, software, applications, and data, as well as properly using the SOFTWARE PRODUCT.

3.1.7 At all times, you must keep, reproduce and include all copyright, patent, trademark and attribution notices on any copy, modification or portion of the SOFTWARE PRODUCT, including, without limitation, when installed, used, checked out, checked in and/or merged into another program.

3.2 THE FOLLOWING ARE PROHIBITED FOR YOUR LICENSE:

3.2.1 You may not sell, rent, license, lease, lend or otherwise transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion thereof, to another company or entity (i.e. inter-company transfer) or person. Any such unauthorized transfer will result in automatic and immediate termination of the license.

3.2.2 You may not, and you may not authorize anyone else to, decompile, disassemble, or otherwise reverse engineer the SOFTWARE PRODUCT.

3.2.3 You may not, and you may not authorize anyone else to, work around any technical limitations in the SOFTWARE PRODUCT.

3.2.4 You may not, and you may not authorize anyone else to, publish the SOFTWARE PRODUCT for others to copy or use.

3.2.5 You may not, and you may not authorize anyone else to, use, copy, modify, distribute, disclose, license or transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA.

3.2.6 You may not, and you may not authorize anyone else to, re-use the component parts of the SOFTWARE PRODUCT with a different software product from the one you are licensed to use or on different computers. The SOFTWARE PRODUCT is licensed as a single product.

3.2.7 You may not, and you may not authorize anyone else to, circumvent any license mechanism in the SOFTWARE PRODUCT or the licensing policy.

3.2.8 You may not, and you may not authorize or allow anyone else to, use or view the SOFTWARE PRODUCT for any purposes competitive with those of Hexagon.

3.2.9 You may not, and you may not authorize anyone else to, use the SOFTWARE PRODUCT except as expressly set forth in this EULA.

3.2.10 For a Desktop-based SOFTWARE PRODUCT that is Node-Locked:

(a) You may not run the SOFTWARE PRODUCT for Web-based applications.

(b) You may not allow the SOFTWARE PRODUCT to be used by multiple Users on a single workstation at the same time.

3.2.11 You may not, and you may not authorize or allow anyone else to, use the Developer's License for production purposes (i.e., a fully-deployed website).

3.2.12 You may not, and you may not authorize or allow anyone else to, publish to a third party any results of benchmark tests run on the SOFTWARE PRODUCT. The sample and demo data set(s) and related script(s) delivered with some SOFTWARE PRODUCTS (the "Sample Data") are provided solely for the purpose of instructing the User on how to use the SOFTWARE PRODUCT with which the Sample Data are delivered. The Sample Data are licensed in conjunction with the SOFTWARE PRODUCT and are not to be redistributed, licensed, sold, transferred, used or otherwise dealt with in a production solution without Hexagon's prior written consent.

3.2.13 The SOFTWARE PRODUCT is not one hundred percent (100%) fault-tolerant. The SOFTWARE PRODUCT is not designed or intended for use in any situation where failure or fault of any kind of the SOFTWARE PRODUCT could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High Risk Use"). You are not licensed to use the SOFTWARE PRODUCT in, or in conjunction with, any High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. You hereby agree not to use the SOFTWARE PRODUCT in, or in connection with, any High Risk Use.

3.2.14 For a Web-based SOFTWARE PRODUCT:

(a) You may not use the Web-based SOFTWARE PRODUCT to operate software as a service or hosting without the prior written consent of Hexagon.

(b) You may not use a Load Balancing License (LOB) of the Web-based SOFTWARE PRODUCT detached of its Primary License.

- (c) You may not use Primary Licenses (and their allocated Load Balancing Licenses) ordered or delivered under a single part number (e.g. "product name – WORKGROUP") for other entities or organizations or at a different physical geographic address.
- (d) Core Restrictions for Hexagon APOLLO SOFTWARE PRODUCT: License fees and installation restrictions for Hexagon APOLLO SOFTWARE PRODUCTS may be based on the number of Cores present in the server on which the Hexagon APOLLO SOFTWARE PRODUCTS are installed. The license type for APOLLO will be designated in the product descriptions set forth on the proposal, quote or packaging provided with the SOFTWARE PRODUCT. If your APOLLO SOFTWARE PRODUCTS are Core based, this section will apply. Each product can be licensed in multiples of four (4) Cores, up to a maximum thirty-two (32) Cores. You are responsible for determining the number of Cores on your host server and ordering the appropriate number of Core licenses. Each license of a Hexagon APOLLO SOFTWARE PRODUCT must be installed only on a single server. For example, an 8-Core license does not permit you to install two copies of a component, each on a 4-Core server. In a virtualized data processing environment, where hyper-threading, "virtual machine" technology or other similar techniques create "virtual processors" which do not necessarily correspond to the physical Cores present on the server, your usage rights depend on the relationship between the number of Cores for which you are licensed, the number of physical Cores present on the host server, and the number of processors available to the Hexagon APOLLO SOFTWARE PRODUCT in the virtualized environment, as follows: if the number of Cores for which you are licensed equals or exceeds the number of physical Cores present on the host server, then additional virtual processors created by hyper-threading or other methods of multi-tasking a physical Core do not violate your licensing restriction. However, if you wish to install the Hexagon APOLLO SOFTWARE PRODUCT on a host server having a greater number of physical Cores present than the number of Cores for which you are licensed, you must operate the Hexagon APOLLO SOFTWARE PRODUCT only within a "guest" virtual machine that accesses a maximum number of processors (whether virtual, physical or both) that is less than or equal to the number of Cores for which you are licensed.

3.3 Indemnification by You. You agree to hold harmless and indemnify Hexagon for any causes of action, claims, costs, expenses and/or damages resulting to Hexagon from a breach by you or any User of any of the limitations or prohibited actions set forth in this EULA.

4.0 TERM. This EULA is effective until terminated or until your software subscription or lease expires without being renewed. This EULA may be terminated (a) by you, by returning to Hexagon the original SOFTWARE PRODUCT or by permanently destroying the SOFTWARE PRODUCT, together with all copies, modifications and merged portions in any form; (b) by Hexagon, upon your breach of any of the terms hereof or your failure to pay the appropriate license or subscription fee(s); (c) upon your installation of an Upgrade that is accompanied by a new license agreement covering the SOFTWARE PRODUCT Upgrade; or (d) by expiration of the applicable license files, if this is a temporary license. You agree upon the earlier of the termination of this EULA or expiration of your software subscription to cease using and to permanently destroy the SOFTWARE PRODUCT (and any copies, modifications and merged portions of the SOFTWARE PRODUCT in any form, and all of the component parts of the SOFTWARE PRODUCT) and certify such destruction in writing to Hexagon.

5.0 AUDIT. Hexagon shall have the right, during your normal business hours, to audit your use of the SOFTWARE PRODUCT and your compliance with the provisions of this EULA. Hexagon will provide you with thirty (30) days prior written notice of an audit. The right of audit shall be limited to twice per calendar year. Prior to the start of an audit, Hexagon's personnel will sign a reasonable non-disclosure agreement provided by you. During the audit, you shall allow Hexagon's personnel to be provided reasonable access to both your records and personnel. The cost of the audit shall be paid by Hexagon unless the results of the audit indicate that you have underpaid fees to Hexagon, in which case, you agree to promptly pay Hexagon such fees at the price previously agreed to for the SOFTWARE PRODUCT license or software subscription *plus* interest on such underpayments from the original due date at the lesser of two percent (2%) per month or the highest rate allowed by applicable law, and you further agree to bear all costs associated with the audit. In addition to the foregoing provisions related to general auditing, Hexagon shall have a right to obtain certain documentation from you, as follows. If the SOFTWARE

PRODUCT includes logging mechanisms intended to track usage volume or quantity, you shall not intentionally interfere with such mechanisms, and you shall transmit log files associated therewith to Hexagon upon Hexagon's demand and in accordance with Hexagon's reasonable transmission instructions. Hexagon shall not demand the transmission of usage tracking log files more frequently than four (4) times in any calendar year. If log files establish an underpayment of fees to Hexagon, such underpayment will be addressed on the same basis as an underpayment discovered as a result of a general audit.

6.0 INTELLECTUAL PROPERTY.

6.1 Ownership.

6.1.1 Software. ALL SOFTWARE PRODUCTS ARE PROPRIETARY PRODUCTS OF HEXAGON AND ADDITIONAL THIRD PARTIES, AND ARE PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL TREATIES. TITLE TO SOFTWARE PRODUCTS AND ALL COPIES, MODIFICATIONS AND MERGED PORTIONS OF A SOFTWARE PRODUCT SHALL AT ALL TIMES REMAIN WITH HEXAGON AND SUCH THIRD PARTIES. SOFTWARE PRODUCTS are licensed, not sold pursuant to this EULA. Hexagon and additional third parties retain all right, title and interest in and to all SOFTWARE PRODUCTS, including, but not limited to, all Intellectual Property rights in and to each SOFTWARE PRODUCT. All rights not expressly granted to you by this EULA or other applicable third party software license agreement or terms and conditions are reserved by Hexagon and such third parties. No source code is deliverable hereunder unless otherwise agreed to in writing by Hexagon. Additional information regarding Hexagon patents, including a list of registered patents associated with the Hexagon SOFTWARE PRODUCTS, is available at www.intergraph.com/patents.

6.1.2 Intellectual Property. You acknowledge and agree that Hexagon and third party manufacturers, as applicable, own all rights in and to Hexagon's and the applicable third party manufacturer's trade names, and no right or license is granted to you pursuant to this EULA to use such trade names. You also acknowledge and agree that Hexagon and third party manufacturers, as applicable, own all right, title and interest in and to all intellectual property relating to and for the SOFTWARE PRODUCT, including, without limitation, patents, trademarks, copyrights, inventions (whether registerable or not), trade secrets, concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs (collectively, "Intellectual Property"). If you bring a patent claim against Hexagon or any third party manufacturer over patents you claim are being infringed by the SOFTWARE PRODUCT, your patent license from Hexagon and any applicable third party manufacturer(s) for the SOFTWARE PRODUCT automatically ends.

6.2 Intellectual Property Infringement.

6.2.1 Remedy by Hexagon. In the event the SOFTWARE PRODUCT is, in Hexagon's opinion, likely to or becomes the subject of a claim of infringement of any duly issued U.S. Intellectual Property, Hexagon may, at its sole option and expense (a) procure for you the right to continue using the SOFTWARE PRODUCT; (b) modify the SOFTWARE PRODUCT to make it non-infringing, but functionally the same; (c) replace the SOFTWARE PRODUCT with a SOFTWARE PRODUCT which is non-infringing, but functionally the same; or (d) provide a prorated refund to you of the actual amount you paid Hexagon for the SOFTWARE PRODUCT.

6.2.2 Indemnification by You. In the event any proceeding (suit, claim, or action) is based (in whole or in part) on modifications, enhancements or additions made by you or any person or entity on your behalf, or your use of the SOFTWARE PRODUCT in combination with other products not furnished by Hexagon, you agree to hold harmless and defend, at your sole cost and expense, all of Hexagon's right, title and interest in and to the SOFTWARE PRODUCT, as well as Hexagon's goodwill and reputation both in good faith and at a standard as if the claim is made against you. You shall reimburse Hexagon any defense expenses inclusive of reasonable attorneys' fees expended by Hexagon in defense of said claim, and pay any judgment rendered against Hexagon. You shall make such defense by counsel of your choosing and Hexagon shall reasonably cooperate with said counsel at your sole cost and expense. You shall have sole control of said defense, but you shall allow Hexagon to reasonably participate in its own defense and you shall reasonably cooperate with Hexagon with respect to the settlement of any claim. Notwithstanding the foregoing, Hexagon may at any time decide to take over

any defense of Hexagon at Hexagon's cost and expense and you shall render full cooperation and assistance to transfer such defense to Hexagon and with respect to such defense.

6.3 DISCLAIMER OF INTELLECTUAL PROPERTY WARRANTIES AND LIMITATION OF LIABILITY. THE INTELLECTUAL PROPERTY LIMITED WARRANTIES SET FORTH IN THIS EULA ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT AND THESE INTELLECTUAL PROPERTY LIMITED WARRANTIES ALONG WITH THE STATED REMEDIES REPRESENT THE FULL AND TOTAL WARRANTY OBLIGATION AND LIABILITY OF HEXAGON WITH REGARD TO INTELLECTUAL PROPERTY INFRINGEMENT. THE INTELLECTUAL PROPERTY LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES OR LIMITATION OF LIABILITY IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES AND LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SOFTWARE PRODUCT AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

7.0 LIMITED WARRANTIES.

7.1 Hexagon warrants to you for a period of thirty (30) days from the date of shipment that the SOFTWARE PRODUCT delivery media will be free of defects in material and workmanship, provided the SOFTWARE PRODUCT is used under normal conditions and in strict accordance with the terms and conditions of this EULA. You agree to promptly notify Hexagon of any unauthorized use, repair or modification, or misuse of the SOFTWARE PRODUCT, as well as any suspected defect in the SOFTWARE PRODUCT delivery media.

7.2 Hexagon warrants that it has the right to grant you this license.

7.3 THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL WARRANTY OBLIGATION OF HEXAGON. THE LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF THIS WARRANTY SECTION DOES NOT ADHERE TO LOCAL LAWS, THEN THE MINIMUM WARRANTY TERM PRESCRIBED BY THE LAWS OF YOUR JURISDICTION SHALL APPLY.

8.0 WARRANTY DISCLAIMERS. ALL WARRANTIES PROVIDED PURSUANT TO THIS EULA ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED USE OR MISUSE OF A WARRANTED ITEM, INCLUDING, WITHOUT LIMITATION, USE OF A WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR UNAUTHORIZED MODIFICATION OR REPAIR OF A WARRANTED ITEM OR FAILURE TO ROUTINELY MAINTAIN A WARRANTED ITEM. EXCEPT AS SPECIFICALLY SET FORTH IN THIS EULA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE PRODUCT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, HIGH RISK USE AND NON-INFRINGEMENT. HEXAGON DOES NOT WARRANT THAT ANY SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES HEXAGON WARRANT THAT ANY SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE. THE SOFTWARE PRODUCT IS PROVIDED "AS IS" AND YOU BEAR THE SOLE RISK OF USING THE SOFTWARE PRODUCT. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SOFTWARE PRODUCT AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

9.0 LIMITATION OF LIABILITY. YOU ASSUME FULL AND COMPLETE LIABILITY FOR YOUR USE OF THE SOFTWARE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HEXAGON OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL,

INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT AND/OR THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HEXAGON BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE DOWNLOADING, VIEWING, USE, DUPLICATION, DISTRIBUTION OR DISCLOSURE OF ANY SAMPLE DATA PROVIDED BY HEXAGON, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM, LIABILITY OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OR CORRUPTION OF DATA ARISING FROM, OUT OF OR IN CONNECTION WITH, THE SAMPLE DATA OR THE USE OR OTHER DEALINGS WITH THE SAMPLE DATA. HEXAGON'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO HEXAGON FOR THE SOFTWARE PRODUCT OR SOFTWARE SUBSCRIPTION AT ISSUE AT THE TIME THE INITIAL EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS EULA MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN HEXAGON LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

9.1 In the event the SOFTWARE PRODUCT does not substantially comply with the limited warranties set forth in this EULA, Hexagon's entire liability and your exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) the modification, repair or replacement of the SOFTWARE PRODUCT; or (ii) termination of this EULA and a prorated refund to you of the actual amount you paid Hexagon for the SOFTWARE PRODUCT for the period of time that the SOFTWARE PRODUCT did not substantially conform to the limited warranties set forth in this EULA. All replacements, Updates, and/or Upgrades made during the original warranty period will be warranted only for the remainder of the original warranty period. So long as Hexagon performs any one of the remedies set forth above, this limited remedy shall not be deemed to have failed of its essential purpose.

9.2 Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this EULA, but in no other respects and for no other purpose.

10.0 RESTRICTIONS.

10.1 United States Government Restricted Rights. If the SOFTWARE PRODUCT (including any Updates, Upgrades, documentation or technical data related to such SOFTWARE PRODUCT) is licensed, purchased, subscribed to or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section 10.1 also applies.

10.1.1 For civilian agencies: The SOFTWARE PRODUCT was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).

10.1.2 For units of the Department of Defense: The SOFTWARE PRODUCT was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).

10.1.3 Notice: This SOFTWARE PRODUCT is "Commercial Computer Software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "Commercial Computer Software" shall be in strict accordance with the

manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract. Hexagon and any applicable third party software manufacturer(s) are the manufacturer. This SOFTWARE PRODUCT is unpublished and all rights are reserved under the Copyright Laws of the United States.

10.1.4 Government Reserved Rights: MrSID technology incorporated in the SOFTWARE PRODUCT was developed in part through a project at the Los Alamos National Laboratory, funded by the U.S. Government, managed under contract by the University of California (the "University"), and is under exclusive commercial license to LizardTech, Inc. It is used under license from LizardTech. MrSID technology is protected by U.S. Patent No. 5,710,835. Foreign patents pending. The U.S. Government and the University have reserved rights in MrSID technology, including without limitation: (a) The U.S. Government has a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world, for or on behalf of the United States, inventions covered by U.S. Patent No. 5,710,835 and has other rights under 35 U.S.C. § 200-212 and applicable implementing regulations; (b) If LizardTech's rights in the MrSID technology terminate during the term of this EULA, you may continue to use the SOFTWARE PRODUCT. Any provisions of this license which could reasonably be deemed to do so would then protect the University and/or the U.S. Government; and (c) The University has no obligation to furnish any know-how, technical assistance, or technical data to users of MrSID technology and makes no warranty or representation as to the validity of U.S. Patent 5,710,835 nor that the MrSID technology will not infringe any patent or other proprietary right. For further information about these provisions, contact LizardTech, 1008 Western Ave., Suite 200, Seattle, WA 98104.

10.2 Export Restrictions. This SOFTWARE PRODUCT, including any technical data related to this SOFTWARE PRODUCT, is subject to the export control laws and regulations of the United States, including, but not limited to the U.S. Export Administrations Act. Diversion contrary to United States law is prohibited. This SOFTWARE PRODUCT, including any technical data related to this SOFTWARE PRODUCT and any derivatives of this SOFTWARE PRODUCT, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

10.2.1 To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.

10.2.2 To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List (https://build.export.gov/main/ecr/eg_main_023148).

10.2.3 To any entity if you know, or have reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.

10.2.4 To any entity if you know, or have reason to know, that an illegal reshipment will take place.

If the SOFTWARE PRODUCT you received is identified on the media as being ITAR-controlled, this SOFTWARE PRODUCT has been determined to be a defense article subject to the U.S. International Traffic in Arms Regulations (ITAR). Export of this SOFTWARE PRODUCT from the United States must be covered by a license issued by the Directorate of Defense Trade Controls (DDTC) of the U.S. Department of State or by an ITAR license exemption. This SOFTWARE PRODUCT may not be resold, diverted, or transferred to any country or any end user, or used in any country or by any end user other than as authorized by the existing license or ITAR exemption. Subject to the terms of this EULA, this SOFTWARE PRODUCT may be used in other countries or by other end users if prior written approval of DDTC is obtained.

You agree to hold harmless and indemnify Hexagon for any causes of actions, claims, costs, expenses and/or damages resulting to Hexagon from a breach by you or any User of the export restrictions set forth in this EULA. Any questions regarding export or re-export of the SOFTWARE PRODUCT or concerning ITAR restrictions, if applicable, should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

10.3 Territorial Use Restriction. Unless otherwise specifically permitted in writing by Hexagon, use of the SOFTWARE PRODUCT outside the country in which it is licensed is strictly prohibited.

10.4 Non-disclosure. You understand that Hexagon possesses information and data, including, without limitation, Intellectual Property, that was developed, created or discovered by Hexagon, or which has become known to or has been conveyed to Hexagon, which has commercial value in Hexagon's day-to-day business ("Confidential Information"). Hexagon considers such Confidential Information to be proprietary and confidential. You agree to treat and maintain as proprietary and confidential Hexagon's Confidential Information and any information or data provided by Hexagon, in whatever form, as you would treat your own proprietary and confidential information and data, but in any event, no less than with reasonable care, and to comply with all license requirements, copyright, patent, trademark and trade secret laws as they may pertain to any of Hexagon's Confidential Information or other information or data provided by Hexagon.

11.0 GENERAL.

11.1 Entire Agreement. You acknowledge that you have read this EULA, understand it and agree to be bound by its terms and conditions. You further agree that this EULA is the complete and exclusive statement of the agreement between you and Hexagon relating to the subject matter of this EULA and that this EULA supersedes any proposal or prior agreement, oral or written, and any other communications between you and Hexagon relating to the subject matter of this EULA. This EULA may be amended only by a written instrument signed by both you and Hexagon; *provided however*, certain Hexagon SOFTWARE PRODUCTS and Upgrades may be subject to additional, or different, as applicable, terms and conditions contained in a EULA Addendum or separate EULA that is delivered with the applicable SOFTWARE PRODUCT or Upgrade. Any reproduction of this EULA made by reliable means (for example, printed, photocopy or facsimile) will be deemed an original.

11.2 Severability. Whenever possible, each provision of this EULA shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this EULA shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this EULA.

11.3 Headings. The various headings in this EULA are inserted for convenience only and shall not affect the meaning or interpretation of this EULA or any section or provision of this EULA.

11.4 No Waiver. Any failure by either party to enforce performance of this EULA shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this EULA.

11.5 Notices. Any notice or other communication ("Notice") required or permitted under this EULA shall be in writing and either delivered personally or sent by electronic mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by electronic mail or facsimile shall be deemed given when transmitted, provided that the sender obtains written confirmation from the recipient that the transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this EULA commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Hexagon's address for Notices is Hexagon Safety & Infrastructure, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.

11.6 Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this EULA without the prior written consent of the other party, except that Hexagon may assign its rights and obligations under this EULA, without your approval, to (i) an entity which acquires all or substantially all of the assets of Hexagon or the Hexagon division providing a product or service subject to this EULA; (ii) an entity which acquires all or substantially all of the product

or product line assets subject to this EULA; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Hexagon. Any attempt by you to sublicense, assign or transfer the license or the SOFTWARE PRODUCT, except as expressly provided in this EULA, is void and immediately terminates the license.

11.7 Other Hexagon software products. If you have or use other Hexagon software products, please read this EULA and all other terms and conditions carefully, as there may be differences in the terms and conditions.

11.8 Limited Relationship. The relationship between you and Hexagon is that of independent contractors and neither you nor your agents shall have any authority to bind Hexagon.

11.9 Governing Law; Venue and Jurisdiction. This EULA shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Alabama and shall have been deemed to have been accepted in Madison, Alabama, United States. You and Hexagon agree that any legal action or proceeding arising, directly or indirectly, out of or relating to this EULA shall be instituted in the Circuit Court for Madison County, Alabama, United States or the United States District Court for the Northern District of Alabama, Northeastern Division. You and Hexagon agree to submit to the jurisdiction of and agree that venue is proper in these courts for any such legal action or proceedings. This EULA shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

11.10 WAIVER OF JURY TRIAL. HEXAGON AND YOU EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY FOR ANY LEGAL PROCEEDING ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATING TO THIS EULA. BOTH HEXAGON AND YOU (I) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (II) ACKNOWLEDGE THAT BOTH HEXAGON AND YOU HAVE BEEN INDUCED TO ENTER INTO THIS EULA BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS WAIVER OF JURY TRIAL.

11.11 Injunctive Relief; Cumulative Remedies. You acknowledge and agree that a breach of this EULA by you could cause irreparable harm to Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. You agree that Hexagon will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of this EULA by you, and you expressly waive any objection that Hexagon has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this EULA are cumulative and concurrent and may be pursued separately, successively or together.

11.12 Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this EULA, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.

11.13 Governing Language. The controlling language of this EULA is English. If you received a translation of this EULA into another language, it has been provided for your convenience only. Most foreign language translations predate recent modifications to the official English language version, including d/b/a and branding changes. Be sure to refer to the official version.

11.14 USE OUTSIDE THE UNITED STATES. If you are located outside the United States, then the provisions of this section shall also apply: (i) Les parties en présence confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattachent, soient rédigés en langue anglaise (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language."); and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the SOFTWARE PRODUCT, and you represent that you have complied with any and all regulations or registration procedures required by applicable law to make this EULA fully enforceable.

11.15 Survival. The provisions of this EULA which require or contemplate performance after the expiration or termination of this EULA shall be enforceable notwithstanding said expiration or termination.

HEXAGON END-USER LICENSE AGREEMENT ADDENDUM FOR CERTAIN PRODUCTS

This Addendum is applicable to you in the event that the “SOFTWARE PRODUCT” is one that also makes use of the products identified below. If applicable, this Addendum (“Addendum”) sets forth the terms of the Licensee’s use of the SOFTWARE PRODUCT in addition to the terms of the END-USER LICENSE AGREEMENT (“EULA”) provided to the Licensee at the time of purchase. This Addendum shall only apply to you if you use any of the products identified below by or through Hexagon. To the extent not inconsistent with this Addendum, all terms of the EULA shall apply to the use of the SOFTWARE PRODUCT. In the event of a conflict of terms between the EULA and this Addendum, this Addendum shall take precedence over the EULA. The EULA can be found at:

https://support.hexagonsafetyinfrastructure.com/infocenter/index?page=support_policies

1.0. Geospatial Desktop Program. This section only applies if the “SOFTWARE PRODUCT” is that particular bundle of applications known as the “Geospatial Desktop Program.”

1.1. Definitions.

- 1.1.1. **“Effective Date”** shall mean the date of delivery of the License Key(s) to Licensee, or such later date as specified in the Quote.
- 1.1.2. **“Existing Products”** - any Hexagon software products held by Customer prior to entering into this Agreement that are duplicative of one or more components of the Geospatial Desktop made the subject of this Addendum.
- 1.1.3. **“License Key”** shall mean the unique key provided to the Licensee by Hexagon for the run-time use of the SOFTWARE PRODUCT
- 1.1.4. **“Licensee”** shall mean an individual or single legal entity authorized by Hexagon to utilize the SOFTWARE PRODUCT pursuant to the EULA and this Addendum.
- 1.1.5. **“Quote”** shall mean a quotation for the License of Licensed Software submitted to Licensee by Hexagon or an authorized Hexagon partner, and associated maintenance and support services as described herein this Agreement.

1.2. License Grant. Provided you are not in breach of any term or condition of the EULA or this Addendum, Hexagon hereby grants you a limited, non-exclusive license to install and use the SOFTWARE PRODUCT, in object code form only, strictly for your internal use and strictly in accordance with the EULA and this Addendum. The license is non-transferable, except as specifically set forth in the EULA. You assume full responsibility for the selection of the SOFTWARE PRODUCT to achieve your intended results, and for the installation, use and results obtained from the SOFTWARE PRODUCT.

- 1.2.1. License type and Mode: The SOFTWARE PRODUCT licensed pursuant to this Addendum shall be concurrent-use mode (CC) in accordance with Section 2.2.1(a) of the EULA.

1.3. Term. This Addendum and the rights granted to Licensee pursuant to this Addendum and the EULA shall begin upon the Effective Date and remain in effect for a period of twelve (12) months. This Agreement may be renewed in accordance with section 2.1 below. New License Keys and/or installation media will be issued annually upon renewal of this Agreement.

Approximately thirty (30) days prior to the end of the license term, Hexagon may submit a renewal Quote to the Licensee to renew the license(s) for the next subscription period at the prices provided in the renewal Quote. If the license(s) are not renewed at the end of the term, Licensee acknowledges that all rights and license grants provided by this EULA and this Addendum shall terminate upon expiration of the term described in Section 1.3 above.

1.4. Customer’s Existing Products. *Any Existing Hexagon products held by Customer are not a part of this Agreement.*

- 1.4.1. Any Existing Products must be subject to a separate Hexagon maintenance agreement. Customer may choose to not renew maintenance for Existing Products only at the expiration of the term of any maintenance agreement applicable to Existing Products. Early maintenance termination is not permitted for Existing Products under this Addendum.

2.0. Geospatial SDK. This section only applies if the “SOFTWARE PRODUCT” is the Geospatial Portal SDK.

2.1. License Limitations for Sencha Products. You shall not distribute the Sencha Products in stand-alone form. You shall not provide license rights, consulting, training or other services with the standalone functionality of the Sencha Products. You shall not allow third parties to develop or use the Sencha Products on a standalone basis. Copies of the Sencha Products are licensed and not sold. You may not: (a) modify the Sencha Products or permit or encourage any third party to do so; (b) rent, lease or sell or otherwise provide temporary access to the Sencha Products to any third party; (c) use the Sencha Products in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Sencha Products; (d) modify, remove or obstruct any copyright or other proprietary rights statements or notices contained within the Sencha Products; (e) distribute the Sencha Products except as provided herein; (f) allow, assist or permit any others to do any of the foregoing. You agree to not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Sencha Products. You may only make a single copy of the Sencha Products for back-up purposes only.

2.2. Limitations on Use. You may only use the Geospatial Portal SDK and Sencha Products in combination with the Geospatial Portal. For the avoidance of doubt, “You” in this Addendum means an individual person. Only one person may use the Geospatial Portal SDK per license. You are the only authorized user of this licensed copy of the Geospatial Portal SDK and you may not allow anyone other than yourself to use the Geospatial Portal SDK.

3.0. Remote Content Management. This section only applies if the “SOFTWARE PRODUCT” is Remote Content Management and makes use of DotNetZip Library.

3.1. “Contributor” shall mean any person that distributes its contribution under this license.

3.2. If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

4.0. IMAGINE GeoPDF PUBLISHER. This section only applies if the “SOFTWARE PRODUCT” is the IMAGINE GeoPDF PUBLISHER product.

4.1. Warranty Disclaimer. Notwithstanding anything to the contrary herein, no warranty is provided with respect to the performance of IMAGINE GeoPDF PUBLISHER. For greater clarity IMAGINE GeoPDF PUBLISHER is provided on an ‘AS IS” basis.

4.2. Limitation of Liability. Hexagon, its licensors or its suppliers shall not be liable for any claims relating to or arising out of IMAGINE GeoPDF PUBLISHER, regardless of form, in connection with your use of IMAGINE GeoPDF PUBLISHER.

4.3. Acceptance. IMAGINE GeoPDF PUBLISHER shall be deemed accepted upon your installation of the same.

4.4. Use Restrictions. You may use the GeoPDF PUBLISHER only for your internal business use, and you may not use IMAGINE GeoPDF PUBLISHER to render any files other than GeoPDF files.

5.0. Euclidean technology. This section only applies if the SOFTWARE PRODUCT are APOLLO, ERDAS IMAGINE, Geospatial Portal or GeoMedia WebMap. These SOFTWARE PRODUCTS have Euclidean technology embedded within the final products and the intellectual property rights of such third-party technology remain with Euclidean. By installing and using these SOFTWARE PRODUCTS, you agree that you will not modify, reverse engineer, disassemble or decompile any Euclidean software, that you will not remove, obscure or alter any notice of patent, trademark, copyright or trade name.

6.0. mTransformer. mTransformer by myVR Software AS is delivered with the Hexagon Geospatial Provider Suite and Platform Suite products. mTransformer may be installed on any machine and used within an organization that has a valid license for any product from the Provider Suite or the Platform Suite.

7.0. ADDITIONAL TERMS FOR SPECIFIC SOFTWARE PRODUCTS.

7.1. GeoMedia Viewer Software – Additional Terms. The software license specifically for GeoMedia Viewer permits copies to be stored on hard disk and loaded for execution on one or more workstations. The GeoMedia Viewer software may be freely copied, transferred and loaned both inside and outside your company.

7.2. Beta Software - Additional Terms. If the SOFTWARE PRODUCT you received with this EULA is pre-commercial release or beta software ("Beta Software"), then the following additional terms apply. To the extent that any provision in this section is in conflict with any other terms or conditions in this EULA, this section shall supercede such other terms and conditions with respect to the Beta Software, but only to the extent necessary to resolve the conflict. You shall hold all information concerning Beta Software and your use and evaluation of such information and the Beta Software (collectively, "Beta Software Information") in confidence and with the same degree of care you use to keep your own similar information confidential, but in no event shall you use less than a reasonable degree of care; and you shall not, without the prior written consent of Hexagon, disclose such Beta Software Information to any person or entity for any reason at any time; *provided, however*, it is understood that you may disclose any Beta Software Information to those of your representatives who actually need such information for the purpose of participating in the proposed evaluation and testing ("Beta Testing") of the Beta Software, on the condition that, prior to such disclosure, such representative has been made aware of the terms of this EULA. You shall not use any Beta Software Information for any reason or purpose other than as necessary for Beta Testing. You agree to make no other use of the Beta Software Information or to incorporate any Beta Software Information into any work or product. You acknowledge that the Beta Software is a pre-release, beta version, does not represent final product from Hexagon, and may contain bugs, errors and other problems that could cause system or other failures and data loss. THE BETA SOFTWARE IS PROVIDED TO YOU "AS-IS", AND HEXAGON DISCLAIMS ALL WARRANTY AND LIABILITY OBLIGATIONS TO YOU OF ANY KIND. **You may use the Beta Software only for evaluation and testing and not for general production use.** You acknowledge that Hexagon has not promised or guaranteed to you that Beta Software or any portion thereof will be announced or made available to anyone in the future, Hexagon has no express or implied obligation to you to announce or introduce the Beta Software and that Hexagon may not introduce a product similar to or compatible with the Beta Software. Accordingly, you acknowledge that any research or development that you perform regarding the Beta Software or any product associated with the Beta Software is done entirely at your own risk. During the term of this EULA, if requested by Hexagon, you will provide feedback to Hexagon regarding Beta Testing, including error or bug reports. Upon receipt of a later unreleased version of Beta Software or release by Hexagon of a publicly released commercial version of the SOFTWARE PRODUCT, you agree to return or permanently destroy all earlier Beta Software received from Hexagon. You agree that you will return or destroy all unreleased versions of the Beta Software within thirty (30) days of the completion of Beta Testing when such date is earlier than the date for Hexagon's first commercial shipment of the publicly released commercial software.

7.3. Evaluation Software - Additional Terms. If the SOFTWARE PRODUCT you have received with this EULA is provided specifically for evaluation purposes ("Evaluation Software"), then the following section applies until such time that you purchase a license of the full retail version of the SOFTWARE PRODUCT. To the extent that any provision in this section is in conflict with any other term or condition in this EULA, this section shall supercede such other terms and conditions with respect to the Evaluation Software, but only to the extent necessary to resolve the conflict. **You may use the Evaluation Software only for evaluation and testing and not for general production use.** You acknowledge that the Evaluation Software may contain limited functionality and/or may function for a limited period of time. Hexagon is licensing the Evaluation Software on an "AS-IS" basis, solely for your evaluation to assist in your purchase decision. If the Evaluation Software is a timeout version, then the program will terminate operation after a designated period of time following installation (the "Time Out Date"). Upon such Time Out Date, the Evaluation Software license will cease operation and you will not be able to use the SOFTWARE PRODUCT, unless you purchase a license for a full retail version of the SOFTWARE PRODUCT. You acknowledge that such Evaluation Software shall cease operation upon the Time Out Date

and accordingly, access to any files or output created with such Evaluation Software or any product associated with the Evaluation Software is done entirely at your own risk.

7.4. Educational Software Product – Additional Terms. If the SOFTWARE PRODUCT you have received with this EULA is Educational Software Product (where either an education price is paid for the SOFTWARE PRODUCT, or the SOFTWARE PRODUCT is received by virtue of your participation in an Hexagon program designed for educational or research institutions, or is received through an education grant from Hexagon), you are not entitled to use the SOFTWARE PRODUCT unless you qualify in your jurisdiction as an Educational End User. **You may use the Educational Software Product only for educational and research purposes.** Commercial and general production use of Educational Software Products is specifically prohibited. Additional terms and conditions, as well as the definition of an Educational End User, are detailed in Hexagon’s Education Policy which is available from Hexagon upon request.

7.5. ImageStation and Geospatial SDI Software – Additional Terms. Some SOFTWARE PRODUCTS of the ImageStation and Geospatial SDI product families contain one or more dynamic link libraries (DLLs) that were built at least partially from open source code subject to the Code Project Open License (CPOL) 1.02 which may be found at <http://www.codeproject.com/info/cpol10.aspx>. By installing and using these SOFTWARE PRODUCTS, you agree that the terms of the CPOL license apply to the portions of such DLLs built with CPOL-licensed open source code.

7.6. ECW Browser Plug-in – Additional Terms. The Enhanced Compression Wavelet (ECW) browser plug-in SOFTWARE PRODUCT (“Browser Plug-in”) is designed to be used as a browser plug-in to view, within the Microsoft Internet Explorer, Google Chrome and Mozilla Firefox browsers (the “Browsers”), images created using ECW image technology. Browsers are not included with the Browser Plug-in. You may make and install as many copies of the Browser Plug-in as you need, as plug-ins to lawfully licensed Browsers on computers that you own or control. If you have a valid license to use Hexagon Enhanced Compression Wavelet (ECWP) server SOFTWARE PRODUCT (“ECWP Server Software”), you may also distribute copies of the Browser Plug-in to others whom you wish to authorize to access images residing on your ECWP server, provided you include this EULA with the distributed copies. All copies of the Browser Plug-in authorized as described herein are considered to be authorized copies. You may install and use the Browser Plug-in only to enable the Browsers to display images that are created with ECW image technology, and that are accessed via your licensed ECWP Server Software. The Browser Plug-in is licensed only for research, commercial, governmental, and educational purposes and is not licensed, and shall not be used, for personal, family, or household purposes.

8.0. AAIC and RINAV - Limits on use. Licensee may not use a single license of AAIC or RINAV for more than four (4) simultaneous jobs. Licensees desiring to execute AAIC or RINAV simultaneously on more than four (4) cores may purchase additional licenses.

HSI09072016-L



Hexagon Safety & Infrastructure

U.S. Maintenance Terms and Conditions for Software

This document ("Terms and Conditions") and the Quote to which these Terms and Conditions are attached set forth the terms and conditions for the maintenance of software and related support services by Intergraph Corporation doing business as Hexagon Safety & Infrastructure ("Hexagon") for Customer.

1. DEFINITIONS

- 1.1. "Affiliate" means any entity or person controlled by or under common control of Hexagon. For the purposes of this Agreement, the term "control" means ownership, directly or indirectly, of equity securities entitling the owner to exercise in the aggregate equal or more than twenty-five percent (25%) of the voting power of the entity in question. For the avoidance of doubt, any Affiliate of Hexagon is as well deemed an Affiliate of any other Affiliate of Hexagon; also Hexagon is an Affiliate of any of its Affiliates.
- 1.2. "Agreement" means (1) the binding contract incorporating these Terms and Conditions as well as the Quote submitted to Customer under Section 2 and/or, if applicable, (2) the binding contract incorporating a Quote submitted to Customer under Section 3.2 and/or Section 12.1 as well as the maintenance service contract terms and conditions referenced therein.
- 1.3. "Coverage Period" means the period of performance set forth in the Quote.
- 1.4. "Covered Products" means the software listed on the Quote for which Services are to be provided to Customer by Hexagon. Covered Products shall also include additional copies of the software (i) where the original software is already covered by the Agreement and (ii) for which additional licenses are purchased or otherwise obtained by Customer during the Coverage Period. Covered Products may include Software Products, as well as Third Party Software.
- 1.5. "Customer" means the entity or person purchasing Services.
- 1.6. "Quote" means a quotation for Services submitted to Customer by Hexagon or an authorized Hexagon partner, along with a product quotation at time of purchase of the product to be maintained. according to Section 2, or a quotation for Services submitted to Customer by Hexagon, according to, Section 3.2 and/or Section 12.1.
- 1.7. "Services" means the maintenance and support services for Covered Products that are further described in the Agreement.
- 1.8. "Software Product" includes Hexagon's or Hexagon's Affiliate's computer software and all of the contents of the files, disk(s), CD-ROM(s) or other media with which the software is provided, including any templates, data, printed materials, and "online" or electronic documentation, all copies, and any Updates of such Software Products. Software Products are subject to all of the terms and conditions of the End-User License Agreement ("EULA") provided with the Software Product.
- 1.9. "Third Party Software" means computer software or other technology in which any person or entity, other than Hexagon or Hexagon's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals)

applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the third party's software license or similar agreement ("SLA") provided with the Third Party Software.

- 1.10. "Update(s)" means any Upgrade, modified version, fix, patch and/or update of Covered Products. The use of Updates is subject to all of the terms and conditions of the EULA or SLA provided with Customer's current version of the Covered Products.
- 1.11. "Upgrade(s)" means each new release of Covered Products. Upgrades require a full installation and may be provided with a separate EULA or SLA. Any EULA or SLA delivered with the Upgrade will supersede any EULA or SLA associated with prior releases of the Covered Products.

2. AUTHORIZATION OF SERVICES

By either (a) returning a signed Quote; (b) submitting a signed purchase order referencing a Quote; (c) paying any charges as set forth on a Quote; or (d) accepting delivery of Services as set forth on a Quote, Customer authorizes Hexagon to provide the Services for Covered Products during the Coverage Period in accordance with the Agreement. The Services will be provided by Hexagon in accordance with the Scope of Coverage as set forth in Section 5. The Agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the Services set forth in the Quote, whichever is earlier.

3. TERM

- 3.1. Term. This Agreement shall begin, retroactively (if applicable), on the first calendar day of the first month of the applicable Coverage Period, and shall expire at the end of the Coverage Period unless terminated earlier as provided in Section 18, or renewed by mutual agreement of the parties in accordance with Section 3.2. The Coverage Period shall be for whole months only.
- 3.2. Renewal. Approximately ninety (90) days prior to the expiration date of any Coverage Period, Hexagon will submit to Customer a renewal Quote that includes pricing for the upcoming Coverage Period. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the renewal Quote. If the Agreement is not entered into based on the renewal Quote as well as the maintenance service contract terms and conditions referenced therein, Hexagon, after the preceding Coverage Period has expired, shall be entitled to discontinue Services for the affected Covered Products, including access to system support or knowledge base, and/or end the ability of Customer to log or check support requests.

4. REINSTATEMENT OF MAINTENANCE SUPPORT COVERAGE

- 4.1. Lapse in Software Maintenance Coverage. To reinstate Services after any termination or suspension thereof, Customer must pay a reinstatement fee. The Coverage Period for any reinstated Services (the "Renewal Coverage Period") shall begin on the first day after the expiration or termination of the last paid-in-full Coverage Period and extend until the next purchase anniversary date of the lapsed Covered Products. The reinstatement fee will equal twenty-five percent (25%) of the past due maintenance charges (rounded up to whole months only) for the Renewal Coverage Period, and shall be in addition to the total maintenance charges due for the Renewal Coverage Period, all calculated at the current maintenance list price. Upon request of Customer, Hexagon will provide a Quote for the Renewal Coverage Period, to include the reinstatement fee, which is applicable only for reinstatement made in the then-current month.

- 4.2. Failure to Obtain Maintenance Coverage. In the event Services were not purchased at the time that the Covered Product was originally purchased, in order to obtain Services, Customer must pay one hundred twenty-five percent (125%) of all maintenance payments from the date the original Covered Product was purchased up to the date the Services are actually purchased, plus one hundred percent (100%) of the remaining Coverage Period that expires upon the anniversary date of the original Covered Product purchase, all calculated at the current maintenance list price. The Coverage Period for such Covered Products will begin on the first day of the month in which the Covered Products were originally purchased.

5. SCOPE OF COVERAGE FOR SOFTWARE PRODUCTS

Services described in this Section apply to Software Products only. Services for Third Party Software are set forth in Section 10.

Hexagon offers two levels of Services for Software Products included in the Covered Products: Standard Support and Premium Support. Under both levels of Services, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis and correction of defects in and provide general advice as to the use of the Software Products included in the Covered Products. The level of Services will be set forth on the Quote and will include the following:

- 5.1. **Standard Support:** Standard Support will include and be limited to the following:
- 5.1.1. Help Desk Support. Out-of-the-box functionality support via the Help Desk (telephone or eService via Hexagon's Customer Support Web Site where available at <https://support.hexagonsafetyinfrastructure.com>). Phone support for all priority levels of software errors is available on Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted on the Customer Support Web Site or applicable local support website, or can be determined by contacting Customer's local Hexagon office.
 - 5.1.2. Updates. Access to all available Updates of Software Products included in the Covered Products. Hexagon will notify Customer when Updates are made available for any Software Products for which Service has been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Customer Support Web Site or applicable local support website or via direct notification by Hexagon. If applicable, Customer may also register on the Customer Support Web Site or applicable local support website to automatically receive email notifications when a new release of a Software Product is made available by Hexagon. Updates are shipped to Customer upon Customer request. Hexagon is not obligated to produce any Updates.
 - 5.1.3. Knowledge Base. Twenty-four-hour-per-day/seven-day-per-week access to problem Knowledge Base, an on-line self-help tool.
- 5.2. **Premium Support:** Premium Support will include all of the features available under Standard Support. Additionally, when the software error is considered to be critical (meaning production is down), then phone support is also available after-hours and on Hexagon-observed holidays.

Hexagon may not provide both levels of support for all Software Products in all countries. Customer may choose any level of Services offered, however all Software Products included in the Covered Products under the Agreement must have the same level of Services when available.

Services are only available for the current version and the one version prior to the current version of a particular Software Product. Services are limited to the specific Software Products listed on the Quote and functioning on the appropriate Hexagon-supported operating system.

6. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS

Performance of Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "Customer Obligations"):

- 6.1. Customer's hardware and operating system software must meet the minimum system requirements specified by Hexagon and made available to Customer upon request.
- 6.2. Customer's system must have input and output devices that enable the use of Hexagon's diagnostic programs and supplemental tests. The specifications of such devices shall be made available to Customer by Hexagon upon request.
- 6.3. Customer will be responsible for any required adjustments or updates to its hardware and/or operating system software required to accommodate Updates of Covered Products.
- 6.4. Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Service obligations.
- 6.5. When reporting problems to Hexagon's Help Desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed.
- 6.6. Customer will carry out any reasonable instructions on troubleshooting or circumvention of the problem provided by Hexagon through the Authorized Contact (as defined below in Section 8.1) immediately and in conformity with these instructions, and will install any necessary patches, defect corrections or new versions from Hexagon.
- 6.7. Customer is solely responsible for assuring the compatibility of non-Hexagon products with products provided by Hexagon.
- 6.8. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Hexagon will not be liable for lost data.

In addition, Customer shall provide for any other requirements reasonably specified by Hexagon and related to the rendition of the Services to be met.

If Customer fails to fulfill its Customer Obligations, Hexagon is entitled to bill Hexagon's time and effort made necessary by Customer's failure at Hexagon's currently stated hourly rates.

7. EXCLUDED SOFTWARE SERVICES

Services for the following are outside the scope of this Agreement and may be available under separate agreement at an additional charge (collectively "Excluded Services"):

- 7.1. Installation of any Covered Product, Update, or interface software
- 7.2. Network configuration
- 7.3. Configuration or customization of Covered Products to customer requirements.
- 7.4. System-level tuning and optimization and system administration support
- 7.5. Programming or software development
- 7.6. Training
- 7.7. Services required because the Authorized Contact is not available or is not trained in accordance with Section 8

- 7.8. On-site Services
- 7.9. Services outside of the regular business hours associated with the applicable level of Services
- 7.10. Services required due to modifications of Covered Products by Customer. In the case of Hexagon software modules which assist in the creation and use of Customer software, the performance of Services under the Agreement is restricted to unmodified components of these Covered Products
- 7.11. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the documentation provided with the Covered Products
- 7.12. Services required due to failure of software or hardware not supplied by Hexagon and not covered in the Agreement
- 7.13. Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software
- 7.14. Services required due to software or portions thereof that were incorrectly installed or configured, or use in an environment inconsistent with the support environment specified by Hexagon, or used with peripherals, operational equipment or accessories not conforming to Hexagon's specifications
- 7.15. Services required due to cases of force majeure, especially lightning strikes, fire or flood or other events not caused through Hexagon's fault.
- 7.16. Services required due to customer's failure to fulfill the Customer Obligations set forth in Section 6
- 7.17. Services required due to faulty or incomplete Customer data.

When ordered by Customer, Excluded Services or other software maintenance support services that are outside the scope of this Agreement will be billed by Hexagon according to the stated hourly rates and material prices in effect at the time such service is performed.

8. SYSTEM SUPPORT TECHNICIAN

- 8.1. Customer will appoint a minimum of two and a maximum of three contact people who are each authorized to make use of the Services ("Authorized Contacts").
- 8.2. Customer must make sure that the Authorized Contacts have adequate expertise and experience to make possible a targeted and professionally accurate description of malfunctions and make it possible for Hexagon to handle them efficiently. Authorized Contacts must have successfully completed Hexagon product training or complete it at the next available scheduled opportunity, for those products for which formal training is available. Customer will bear the cost of this training. Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's operating system, network, and hardware and software systems. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact.

9. REMOTE ACCESS

Customer will permit Hexagon to electronically access Customer's system via SecureLink™. SecureLink™ is a tool for providing secure, auditable remote access to Customer's system in order for Hexagon support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. The Authorized Contacts should be available to assist Hexagon Customer Support as needed during this entire process. Customer Support will only access Customer's system with the knowledge and consent of Customer. For local variances specific

to the use of remote access tools other than SecureLink™, Customer should contact the local Hexagon support office.

10. THIRD PARTY SOFTWARE

Support and Updates of Third Party Software shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Third Party Software, and such Third Party Software Services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and Updates for any Third Party Software that are not listed on the Quote must be obtained from the third party owner of the products or their designated representative.

11. REQUIRED COVERAGE

- 11.1. Multiple or Interdependent Licenses. Customer may not decline maintenance for individual licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, except in accordance with the relinquishment process described in Section 12.2.
- 11.2. Prerequisite Licenses. All prerequisite Hexagon software licenses that are necessary to operate the Covered Products for which Customer desires Services under the Agreement must also be included as Covered Products and listed on the Quote.

12. ADDITIONS AND REMOVALS OF COVERED PRODUCTS

- 12.1. Additions of Covered Products to Maintenance.
 - 12.1.1. Additional Software Products from Hexagon. In the event Customer purchases additional licenses of Software Products from Hexagon during the term of this Agreement, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date of Service, and charges for the additional licenses, pursuant to the Agreement.
 - 12.1.2. Additional Software Products from a third party. In the event Customer obtains additional licenses of Software Products from an authorized reseller or by any other means, Customer agrees to promptly notify Hexagon in writing about the newly acquired Software Products, and upon receipt of such notice, Hexagon will provide Customer with a written extension Quote that reflects the additional licenses, the effective date on which Hexagon may commence the Services with respect to the copies of the Software Product pertaining to the additional licenses, and the charges that would be due in return for these Services pursuant to the Agreement.
 - 12.1.3. Section 2 shall apply mutatis mutandis to the formation of the Agreement based on the extension Quote submitted to Customer under Section 12.1.1 or Section 12.1.2 as well as the maintenance service contract terms and conditions referenced therein or made available to Customer together with the extension Quote. If the Agreement is not entered into based on the extension Quote as well as the maintenance service contract terms and conditions referenced therein, then the terms and conditions in Section 4 regarding reinstatement of Services will apply to the additional licenses of Software Products. If, however, the additional Software Products are multiple, interdependent, or prerequisite licenses as described in Section 11 above, Services may not be declined, and Services and the appropriate monthly charges will begin on the effective date as shown on the extension Quote.
 - 12.1.4. Additional Software Products via Software Transfer Policy. Customer shall purchase Services on all additional licenses of Software Products for a site obtained via software license transfer. Any such software license transfers shall be in accordance with the

then-current Hexagon Software Transfer Policy and the EULA or other applicable Software License Agreement delivered with the Software Product.

- 12.2. Removal of Covered Products from Maintenance. Either party may provide written notice to the other party at least sixty (60) calendar days prior to the end of any Coverage Period of its intent to remove any individual Covered Products from the Agreement for the renewal period. Neither party may remove Covered Products except upon Agreement renewal. Customer may not remove from the Agreement individual software licenses of a Covered Product for which Customer has multiple copies under Service at one site or for Covered Products that are being used interdependently at a single site, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that the copies of the Covered Product for which Customer desires to cease Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its system(s). Should Customer desire to reinstate Services for the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

13. PAYMENT

- 13.1. Terms of Payment. Charges for Services are due and payable annually and in advance. For Customers desiring to pay quarterly and in advance instead of annually and in advance, Customer must request a revised Quote which shall include a convenience fee increase of fifteen percent (15%) of the total annual charges, which convenience fee Customer agrees to pay. The convenience fee shall be prorated and charged to the four quarterly invoices. All charges are due net thirty (30) calendar days from the date of invoice or prior to the beginning of the applicable Coverage Period, whichever is earlier. Charges for Covered Products added during a Coverage Period shall be prorated to the remaining months of the Coverage Period, in whole month increments only, and such charges shall be due and payable in full upon receipt of invoice.
- 13.2 Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under this Agreement, (ii) under any other agreement between the parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary at least fifty percent (50%) owned by Customer, may not be rendered Services until all past due charges are paid in full. Additionally, Hexagon shall charge and Customer agrees to pay interest at the rate of two percent (2%) per month or the maximum amount allowed by law, whichever is less, for all amounts not received when due. The start of the Coverage Period shall not be postponed due to delayed payment of any charges. If Hexagon is required to use a collection agency or attorney to collect money owed by Customer, Customer agrees to pay the reasonable costs of collection. These collection costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees and court costs.
- 13.3 Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon within ten (10) calendar days of the date on the invoice. Customer waives any right to dispute a charge or receive a credit for a charge or Services that Customer does not report within such period.

14. CUSTOMER WARRANTIES

During the Coverage Period, Customer shall commit to the following:

- 14.1. Subject to Section 12.2, Customer warrants that for all Covered Products supported under the Agreement, all licenses of a Covered Product for which Customer has multiple copies in its possession and that are located at the site referenced on the Quote, and all prerequisite licenses necessary to operate Covered Products, are listed on the Quote. If all like Covered Products or prerequisite software licenses are not listed on the Quote, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.
- 14.2. Customer warrants that Services provided herein shall be utilized only for the quantity of Covered Products licenses listed on the Quote.
- 14.3. Customer shall, and Customer shall cause each of Customer's employees and representatives to, comply with each and every term and condition of the EULA and/or SLA applicable to the Covered Products supported under the Agreement.

15. INTELLECTUAL PROPERTY

- 15.1. Software License. Any Upgrades furnished hereunder shall remain the property of Hexagon, Hexagon's Affiliate or applicable third party, and are licensed in accordance with the then current Hexagon EULA, EULA of Hexagon's Affiliate or third party SLA, which shall supersede any EULA or SLA associated with prior releases of the Software Products or Third Party Software. Upon Customer's request, Hexagon shall provide customer with such EULA or SLA. Upon Hexagon's request, Customer agrees to execute a EULA or SLA, as applicable, for Covered Products provided without an included EULA or SLA.
- 15.2. Confidential Information. Hexagon and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this Agreement "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one party to the other that is marked confidential, restricted, proprietary, or with a similar designation. The terms and conditions, and existence, of this Agreement shall be deemed Confidential Information. Confidential Information also shall include, whether or not designated "Confidential Information" (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either Hexagon or its subcontractors, and (ii) with respect to either party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers.

Each party's Confidential Information shall remain the property of that party or relevant third party except as expressly provided otherwise by the other provisions of this Agreement. Customer and Hexagon shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

The parties shall take reasonable steps to ensure that their respective employees comply with these confidentiality provisions. This Section shall not apply to any particular information which either party can demonstrate (i) was, at the time of disclosure to it, generally publicly available; (ii) after disclosure to it, is published or otherwise becomes generally publicly available through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without restriction on disclosure; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such

information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the disclosing party. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

16. LIMITED WARRANTIES; WARRANTY DISCLAIMERS

16.1. Limited Warranties.

16.1.1. Hexagon Services Warranty. Hexagon warrants for a period of thirty (30) days from the date of Services that the Services provided pursuant to this Agreement, in the form of a defect correction and/or maintenance services, will be performed with reasonable skill and care in accordance with the requirements set forth herein, provided the Covered Products for which the Services are provided are used under normal conditions and in strict accordance with the terms and conditions herein. Customer agrees to promptly notify Hexagon of any unauthorized use, repair, or modification, or misuse, as well as suspected defects in any Services provided pursuant to this Agreement.

16.1.2. Hexagon Software Warranty. Hexagon warrants for a period of thirty (30) days from the date of shipment of any Software Product that, under normal use, software delivery media shall be free from defect in material or workmanship. Additional warranties for Software Products may be provided in the applicable Hexagon Terms and Conditions for Sale or other agreement between the parties governing the delivery of Software Products.

16.1.3. Pass-Through Third Party Warranties. Third Party Software is only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.

16.1.4. NO OTHER WARRANTIES. THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON. THE LIMITED WARRANTIES PROVIDE CUSTOMER WITH SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY JURISDICTION TO JURISDICTION. IF A GREATER WARRANTY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN HEXAGON WARRANTS THE SERVICES OR COVERED PRODUCTS TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

16.2. Remedies. In the event a warranted Service, Covered Product, or Update provided pursuant to this Agreement does not substantially comply with the limited warranties set forth in the Agreement, Hexagon's entire liability and Customer's exclusive remedy shall be, in Hexagon's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in this Agreement.

Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations and liability as provided in this Agreement, but in no other respects and for no other purpose.

- 16.3. WARRANTY DISCLAIMERS. ANY WARRANTIES HEREUNDER ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION, USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM. CUSTOMER SHALL PROMPTLY NOTIFY HEXAGON OF ANY SUSPECTED DEFECTS IN COVERED PRODUCTS DELIVERY MEDIA. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEXAGON AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. HEXAGON DOES NOT WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES HEXAGON WARRANT THAT ANY SERVICES, COVERED PRODUCTS, AND UPDATES WILL OPERATE UNINTERRUPTED OR ERROR FREE. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN HEXAGON DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. HEXAGON MAY SHARE INFORMATION FROM TIME TO TIME RELATED TO ITS EXPECTED DIRECTION, ROADMAP, OR VISION FOR ITS PRODUCTS AND SERVICES, ALL OF WHICH IS SUBJECT TO CHANGE AT ANY TIME IN HEXAGON'S SOLE DISCRETION. CUSTOMER SHOULD NOT RELY UPON STATEMENTS, PRESENTATIONS, OR INFORMATION REGARDING FUTURE FEATURES, FUNCTIONS, OR PRODUCTS FOR ANY PURPOSE IN ABSENCE OF HEXAGON'S FORMAL AND EXPRESS CONTRACTUAL COMMITMENT TO DELIVER THE SAME.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HEXAGON OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THIS AGREEMENT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HEXAGON'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO HEXAGON DURING THE PAST TWELVE MONTHS UNDER THIS AGREEMENT AS OF THE DATE THE EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN HEXAGON LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

18. TERMINATION

This Agreement may only be terminated prior to its expiration in the following ways:

- 18.1. Either party petitions for reorganization under the Bankruptcy Act or is adjudicated as bankrupt, or a receiver is appointed for the other party's business.
- 18.2. Customer fails to pay Hexagon any amount when due (i) under this Agreement; or (ii) under any other agreement between the parties.
- 18.3. Customer's license to the Covered Products for which Customer has purchased Services is terminated.

19. RESTRICTIONS

- 19.1. **Non-Solicitation of Employees.** Customer agrees that it will not, without the prior written consent of Hexagon, solicit or hire any Hexagon employee, or induce such employee to leave Hexagon's employment, directly or indirectly, during the term of this Agreement and for a period of twelve (12) months after the Agreement expires or is terminated. Customer agrees that a breach of this provision would cause actual and substantial damages to Hexagon such that it would be very difficult to calculate actual damages. Accordingly, any such breach will entitle Hexagon to recover liquidated damages from Customer in the amount equal to one (1) year of the affected employee's annual salary plus benefits for each such breach, as well as expenses, costs, and reasonable attorneys' fees incurred by Hexagon in seeking enforcement of this Agreement. Customer agrees that the foregoing amount is intended to be, and in fact is, a reasonable estimate of the actual damages that would be incurred by Hexagon if Customer were to breach this provision, and that this amount is not intended to be, and in fact is not, a penalty. In addition, Hexagon shall be entitled to equitable or injunctive relief to prevent further breaches. For purposes of this Section, the term "employee" means employees of Hexagon and/or any Hexagon subsidiary and/or any of Hexagon's subcontractors who directly support Customer.
- 19.2. **United States Government Restricted Rights.** If a Covered Product (including any Updates, documentation or technical data related to such Covered Products) is licensed, purchased, subscribed to or obtained, directly or indirectly, by or on behalf of a unit or agency of the United States Government, then this Section also applies.
 - 19.2.1. For civilian agencies: The Covered Product was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with the Federal Acquisition Regulations ("FAR") 52.227-19 (a) through (d) (Commercial Computer Software – Restricted Rights).
 - 19.2.2. For units of the Department of Defense ("DoD"): The Covered Product was developed at private expense and is "commercial computer software" submitted with restricted rights in accordance with the Defense Federal Acquisition Regulations ("DFARS") DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation).
 - 19.2.3. Notice: The Covered Product is "commercial computer software" as defined in DFARS 252.227-7014 (Rights in Noncommercial Computer Software) and FAR 12.212 (Computer Software), which includes "technical data" as defined in DFARS 252.227-7015 (Technical Data) and FAR 12.211 (Technical Data). All use, modification, reproduction, release, performance, display or disclosure of this "commercial computer software" shall be in strict accordance with the manufacturer's standard commercial license, which is attached to and incorporated into the governing Government contract. Hexagon and any applicable Third Party Software manufacturers are the manufacturers. This Covered Product is unpublished and all rights are reserved under the Copyright Laws of the United States.

- 19.3. Export Restrictions. All Software Products and all Third Party Software (including any Updates, documentation or technical data related to such software products) licensed, purchased, subscribed to or obtained, directly or indirectly, from Hexagon, its subsidiaries or distributors (collectively, "Export Controlled Products") are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. The Export Controlled Products, and the direct product thereof, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:
- 19.3.1. To Cuba, Iran, North Korea, Sudan, or Syria, or any national of these countries.
 - 19.3.2. To any person or entity listed on any United States government denial list, including but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists (www.bis.doc.gov/complianceand enforcement/liststocheck.htm), the U.S. Department of Treasury Specially Designated Nationals List (www.treas.gov/offices/enforcement/ofac/), and the U.S. Department of State Debarred List (<http://www.pmddtc.state.gov/compliance/debar.html>).
 - 19.3.3. To any entity if Customer knows, or has reason to know, the end use of the Export Controlled Product is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.
 - 19.3.4. To any entity if Customer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of an Export Controlled Product should be addressed to Hexagon's Export Compliance Department, 305 Intergraph Way, Madison, Alabama, United States 35758 or at exportcompliance@intergraph.com.

20. TAXES

All charges under this Agreement are exclusive of each and every country's federal, provincial, state, municipal, or other governmental, withholding, excise, sales, use, value added or other taxes, tariffs, custom duties and importing fees ("Taxes"). Customer shall be liable for, and shall indemnify and hold Hexagon harmless from and against, any and all Taxes. Taxes shall expressly exclude any federal, state, municipal, or other governmental income taxes, franchise taxes, business license fees and other like taxes measured by Hexagon's income, capital and/or assets. The total invoice amount for charges under this Agreement is subject to increase by the amount of any Taxes which Hexagon is required to withhold, collect, or pay regarding the transactions under this Agreement so that Hexagon receives the full amount of the charges on Hexagon's invoices. Any certificate to exempt the Agreement from tax liability or other documentary evidence of statutory exemption shall be obtained by Customer at Customer's expense.

21. GENERAL

- 21.1. Third Party Providers. Hexagon reserves the right to provide Services through a third party provider.
- 21.2. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. The Agreement supersedes any and all prior discussions and/or representations, whether written or oral, relating to the subject matter of the Agreement and no reference to prior dealings may be used to in any way modify the expressed understandings of the Agreement. Hexagon does not accept any contradictory or additional terms and conditions, even by accepting a purchase order referencing different terms and conditions. The Agreement may be amended only by a written instrument signed by authorized representatives of both parties, and cannot be amended by subsequent purchase order or writing received from Customer without the express

- written consent of Hexagon. Any reproduction of the Agreement made by reliable means (for example, photocopy or facsimile) will be deemed an original.
- 21.3. Order of Precedence. In the event of a conflict between the documents that form the Agreement, the order of precedence will be as follows: (i) any addenda executed by Hexagon and Customer, with the latest addendum taking precedence over any earlier addenda; (ii) the Quote; and (iii) these Terms and Conditions.
- 21.4. Severability. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. However, if any provision of the Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement.
- 21.5. Headings. The various headings in these Terms and Conditions are inserted for convenience only and shall not affect the meaning or interpretation of these Terms and Conditions or any section or provision of these Terms and Conditions.
- 21.6. No Waiver. Any failure by either party to enforce performance of the Agreement shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of the Agreement.
- 21.7. Notices. Any notice or other communication ("Notice") required or permitted under the Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Hexagon's address for Notices is Hexagon Safety & Infrastructure, 305 Intergraph Way, Madison, Alabama 35758, Attn: Legal Department, 256-730-2333.
- 21.8. Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Hexagon may assign its rights and obligations under this Agreement, without Customer's approval, to (i) an entity which acquires all or substantially all of the assets of Hexagon or the Hexagon division providing a product or service under this Agreement; (ii) an entity which acquires all or substantially all of the Software Products or product line assets subject to this Agreement; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Hexagon. Any attempt by Customer to sublicense, assign or transfer any of Customer's rights or obligations under this Agreement, except as expressly provided in this Agreement, is void.
- 21.9. Force Majeure. Except for payment obligations under the Agreement, neither party shall be liable for any failure to perform or observe any of its obligations under this Agreement for as long as and to the extent that such performance is prevented or hindered by any circumstances beyond its reasonable control. By way of example, and not limitation, such causes may include acts of God or public enemies; labor disputes; acts of local, state, or national governments or public agencies; utility or communications failure; fire; flood; epidemics; riots; or strikes. The time for performance of any right or obligation delayed by such events will be postponed for a period equal to the delay. If, however, a party is subject to a force majeure that endures for more than sixty (60) calendar days, the other party has a right to terminate the Agreement upon providing thirty (30) calendar days prior written notice to the party subject to the force majeure.
- 21.10. Governing Law. This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama and shall be deemed to have been accepted in Madison, Alabama, United States. The parties agree that any legal

action or proceeding relating to this Agreement shall be instituted in the Circuit Court for Madison County, Alabama, or the United States District Court for the Northern District of Alabama, Northeastern Division. The parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any such legal action or proceedings. This Agreement shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

- 21.11 Waiver of Jury Trial. Hexagon and Customer each hereby waive, to the fullest extent permitted by applicable law, any right either may have to a trial by jury for any legal proceeding arising, directly or indirectly, out of or relating to this Agreement.
- 21.12 Injunctive Relief; Cumulative Remedies. Customer acknowledges and agrees that a breach of the Agreement by Customer could cause irreparable harm to Hexagon for which monetary damages may be difficult to ascertain or may be an inadequate remedy. Customer agrees that Hexagon will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of the Agreement by Customer, and Customer expressly waives any objection that Hexagon has or may have an adequate remedy at law with respect to any such breach. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.
- 21.13 Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.
- 21.14 Governing Language. The controlling language of this Agreement is English. If Customer has received a translation into another language, it has been provided for Customer's convenience only.
- 21.15 Survival. The provisions of the Agreement which require or contemplate performance after the expiration or termination of the Agreement shall be enforceable notwithstanding said expiration or termination.

SGI-10012015



Hexagon Safety & Infrastructure

Terms & Conditions for Basic Consulting Services

This agreement ("Agreement") Constitutes the terms and conditions of the delivery of Hexagon Services to the Customer.

1. Definitions. As used in this document:

- (a) "Basic Consulting Services" means Services done on a time and materials basis or firm fixed price basis.
- (b) "Customer" means the entity or person ordering Hexagon Services pursuant to this agreement.
- (c) "Customized Software" shall mean those Deliverables developed for the Customer under this Agreement, as well as any Hexagon proprietary information that may be developed or that may be embodied in any Deliverable under this Agreement.
- (d) "Deliverable" means any data, document, information, software, or material provided to Customer as a product of Hexagon's performance of Services pursuant to this agreement.
- (e) "Hexagon" means Intergraph Corporation doing business as Hexagon Safety & Infrastructure.
- (f) "Services" means professional consulting or other professional information technology services.
- (g) "Third Party" means any other Hexagon division other than the Security, Government & Infrastructure division or any company, person, or entity other than Hexagon.

2. Scope of Agreement. Hexagon will provide Services to Customer as stated on the Hexagon quote and/or mutually agreed upon statement of work. Services as specified will be performed during a standard workweek, based on an eight (8) hour day.

- (a) For time and materials Services, Services will be provided up to the maximum amount of time as stated on the Customer's Purchase Order. Hexagon cannot commit to firm deliverables or schedule. Hexagon will apply best efforts to the completion of the applicable statement of work; however, should the Services require more time than estimated, Hexagon will obtain Customer's written approval and bill the time at the rate stated in this Agreement. If additional Services or follow-on support is required beyond the scope of statement of work, the additional effort will be estimated and an additional scope of work submitted to Customer for acceptance prior to Hexagon beginning the additional effort.
- (b) For firm fixed price Services, the Deliverables will be stated in the Hexagon quote and/or mutually agreed upon statement of work.

3. Terms of Payment. The Hexagon payment terms are net thirty (30) days from the date of invoice.

- (a) For time and materials Services, Hexagon will invoice the Customer for all hours expended and travel expenses incurred on a monthly basis, or after all purchased hours have been expended, whichever occurs first.
 - (b) For firm fixed price Services, Hexagon will invoice the Customer upon completion of the project, or in accordance with any billing milestones specified in the statement of work.
 - (c) An interest charge of two percent (2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.
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- (d) Customer agrees to reimburse Hexagon for all travel and travel-related expenses at Hexagon's cost plus a ten percent (10%) administrative fee.
4. Acceptance. For time and materials Services, acceptance of time and materials hours expended in accordance with this agreement shall be deemed to have occurred as the hours are performed by Hexagon. For firm fixed price Services, acceptance of any Deliverables shall be deemed to have occurred upon delivery of each Deliverable by Hexagon to Customer or completion of each Service described in the statement of work.
5. Limitation of Liability. IN NO EVENT WILL HEXAGON BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL HEXAGON'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT HAS BEEN PAID BY CUSTOMER UNDER THIS AGREEMENT AT THE TIME A CLAIM IS MADE. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.
6. Intellectual Property Ownership. The Customer understands that Hexagon possesses information and data that was developed, created, or discovered by Hexagon, or that has become known to or has been conveyed to Hexagon, that has commercial value in Hexagon's day-to-day business. Hexagon considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs, all of which shall hereinafter be singularly or collectively referred to as Hexagon's Intellectual Property. Customer shall maintain the confidentiality of all Deliverables as it would confidential information/data of its own and shall not disclose same to any Third Party without the prior written consent of an authorized Hexagon contracts representative. The Services and Deliverables provided to Customer pursuant to this agreement are not "work for hire." Any patentable or unpatentable discoveries, ideas, methods, techniques, know-how, concepts, or products; or any works fixed in any medium of expression, including copyright and mask work rights; or any other intellectual property created by Hexagon during the course of the Services shall be the sole and exclusive property of Hexagon. Except as set forth below, no direct or indirect ownership interest or license right in the Services or Deliverables are granted or created by implication. Hexagon may perform the same or similar services for others.
7. License to Use Deliverables. Hexagon grants to Customer a personal, nontransferable, nonexclusive license to use and copy for Customer's internal business purposes only those Deliverables that are not software. All Hexagon software Deliverables and Third Party software furnished to Customer by Hexagon hereunder shall remain the property of Hexagon or the respective Third Party. Hexagon Customized Software is licensed for use by the Customer subject to Hexagon's End User Software License Agreement. Customer agrees to execute the applicable Hexagon End User License Agreement for Hexagon Customized Software that is furnished without an included End User License Agreement. Customer agrees to execute any applicable Third Party end user license agreement for Third Party software that is delivered to the Customer without an included Third Party end user license agreement.
8. Infringement. In the event of any proceeding against Customer arising from allegations that the Deliverables or Services furnished by Hexagon infringes U.S. patent, copyright, trade secret, or other proprietary right of any Third Party, Hexagon will, if such allegation is not a result from modifications made by Customer, defend or settle such proceeding, at Hexagon's expense, provided Customer promptly notifies Hexagon in writing and grants Hexagon full authority to defend and settle such proceeding. Hexagon shall make such defense by counsel of its own choosing and Customer shall cooperate with said counsel.
9. Non-Disclosure.
- (a) "Proprietary and/or Confidential Information" means all nonpublic information disclosed by either party or their agents to the recipient that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to the disclosing party's discoveries, ideas, know-how, concepts, designs, drawings, specifications, techniques, models, data, documentation, diagrams, flow charts, algorithms, procedures, discoveries or inventions, and all
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materials, texts, drawings, specifications, source code and other recorded information, in preliminary or final form and on any media whatsoever, that are conceived, reduced to practice, developed, discovered, invented or made by the disclosing party, research, development, processes, procedures, software or other technology developed or owned by the disclosing party; any computer program, marketing and development plans, customer names and other information relating to customers, business plans, and other business affairs, and (ii) third-party information that either party is obligated to keep confidential.

- (b) Both parties to this Agreement recognize that during the pre-proposal, proposal, and post-proposal effort for the work performed, it may be necessary to share and/or exchange information and data which may be considered confidential, proprietary and/or competition sensitive. This Agreement specifies the process that shall be followed when confidential; proprietary and/or competition sensitive information is exchanged in written or verbal form, as further described in paragraphs (c) and (d) below.
- (c) Any confidential, proprietary and/or competition sensitive information exchanged by the parties and entitled to protection hereunder shall be identified by the furnishing party as confidential, proprietary and/or competition sensitive by (i) appropriate stamp or marking on the documents exchanged, or (ii) written notice of any disclosures made under assertion of confidentiality, sent to the receiving party no later than two (2) weeks after disclosure, with listings of all proprietary material and appropriately stamped or marked summaries of such other disclosures.
- (d) Verbal communications, which are considered confidential, proprietary and/or competition sensitive, may also be conducted as part of the normal discussion activities. Prior to these verbal communications, an announcement will be made that the conversation to follow is to be considered confidential, proprietary and/or competition sensitive, and at the conclusion of that part of the conversation that is considered confidential, proprietary and/or competition sensitive, an ending comment will be made so as to bracket the information which is considered to be confidential. Both parties agree to hold such verbal information in confidence in accordance with this Agreement. Verbal exchanges considered confidential, proprietary and/or competition sensitive will be confirmed in writing within two (2) weeks from the date of the transmission of the information.
- (e) The receiving party will hold such confidential, proprietary and/or competition sensitive information in confidence for a period of three (3) years from the date this Agreement is terminated, and during such period will use such information only for evaluation purposes and will make such information available only to its employees having a "need to know" in order to carry out their functions in connection with the purpose of this Agreement. Unless authorized in writing by the party originally transmitting such confidential, proprietary, and/or competition sensitive information hereunder, the receiving party will not otherwise use or disclose such confidential, proprietary, and/or competition sensitive information during the above-mentioned three (3) year period, after which period the duties of the receiving party with respect to confidential, proprietary, and/or competition sensitive information it has received from the furnishing party shall be governed solely by copyright and patent laws, except in the case of software, for which the obligations shall continue until the occurrence of any circumstances listed herein Article (e).

Information shall not be afforded the protection of this Agreement if, on the effective date hereof, such information has been or from the time thereafter such information is:

- 1. Lawfully developed by the receiving party independently of the information received from furnishing party;
 - 2. Rightfully obtained without restriction by the receiving party from a Third Party;
 - 3. Publicly available other than through the fault or negligence of the receiving party;
 - 4. Released without restriction by the furnishing party to any Third Party;
 - 5. Disclosure is required by a judicial order or decree of governmental law or regulation, provided that the receiving party promptly notifies the furnishing party of such requirement and reasonable opportunity is allowed by the receiving party for the furnishing party to file for or obtain a protective order or otherwise proceed to protect under applicable law the interests of the furnishing party.
- (f) Should the receiving party be faced with legal action regarding disclosure of information under this agreement, the receiving party shall forthwith notify the furnishing party, and, upon the request and at the expense of the latter, shall cooperate with the furnishing party in contesting such a disclosure. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where the proper degree of care has been exercised; provided, that upon discovery of such inadvertent
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disclosure, it shall have endeavored to prevent any further inadvertent disclosure and to correct the effects of any such inadvertent disclosure.

- (g) All proprietary information furnished hereunder shall remain the property of the furnishing party and shall be returned to it or destroyed promptly at its request together with all copies made thereof by the receiving party hereunder. The parties shall employ the same standard of care it uses to protect its own proprietary information, but in any event, no less than reasonable care.
 - (h) No license under any patents or any other proprietary right is granted or conveyed by one party's transmitting proprietary information or other information to the other party hereunder, nor shall such a transmission constitute any representation, warranty, assurance, guaranty or inducement by the transmitting party to the other party with respect to infringement of patent or any other proprietary right of others.
 - (i) Obligations of the parties with respect to information exchanged under this Agreement prior to its termination shall survive and continue for the time period specified in Article (e) above.
10. **Employment.** During a period from the commencement of the work described in the statement of work to twelve (12) months after its completion, Customer shall not employ or engage on any other basis or offer such employment or engagement to any of Hexagon's employees who have been associated with providing services in the statement of work without the prior written approval of Hexagon. Customer agrees that if it employs or engages any Hexagon employee contrary to the preceding paragraph, it shall be liable to Hexagon for liquidated damages in an amount equal to such employee's salary per annum at the time of leaving the employment of Hexagon.
11. **Taxes.** Prices are exclusive of all federal, provincial, or local sales, use, property, gross receipts, value added or similar taxes based upon amounts payable to Hexagon pursuant to this Agreement ("Taxes"). Such Taxes however do not include franchise taxes or taxes based on net income. Customer agrees to pay Hexagon any applicable Taxes or provide Hexagon documentary evidence of an appropriate statutory exemption.
12. **Maintenance.** Customer shall be responsible for the maintaining any Deliverables provided. In the event Customer elects to have Hexagon perform such maintenance, such maintenance may be provided at prevailing consulting service rates pursuant to an additional order or statement of work.
13. **Governing Law.** This agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama, and the Parties agree to attorn to the jurisdiction of the courts of that State.
14. **Export Control.** With respect to the export by Customer of information and/or Technical Data received as a result of Services rendered under this Agreement, whether in written or non-written form and including documentation pertaining thereto or anything containing the Information and/or technical data; the disclosure of the information and/or technical data to a non U.S. national, or any other activities relating to the Services, Customer agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statutes, regulations, or other requirements of any governmental agency. Notwithstanding the foregoing, Hexagon's Information and/or technical data are subject to export controls promulgated by the Government of the United States. Customer warrants that it will not export or re-export, either directly or indirectly, any such information and/or technical data or restricted direct Information and/or technical data thereof without first obtaining any necessary authorization from the U.S. Government when required. Customer agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export documents required to comply with U.S. licensing requirements prior to Information and/or technical data shipment. Hexagon cannot be held responsible for the delay in delivery of any training or Services for which an Export License is refused or delayed by-the U.S. Government.
15. **Place of Performance.** If any work needs to be performed at Customer's location, Customer agrees to provide, at its own expense, appropriate work place accommodations, computer equipment, software, and necessary access for Hexagon personnel.
16. **Term and Schedule.** The Term and Schedule for Services provided under this agreement will be stated on the Hexagon quote and/or mutually agreed upon statement of work.
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17. Disclaimer of Warranties. Hexagon does not warrant the type, quality, or results of any Services or Deliverable provided under this SOW. All Services and Deliverables are provided "AS IS" and without warranty of any kind. HEXAGON DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON SERVICES AND DELIVERABLES FURNISHED HEREUNDER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON.
18. Assignment. Neither Party hereto shall attempt to assign or transfer any rights, benefits, or obligations pursuant to this Agreement without the prior written consent of the other Party and any attempted assignment or transfer without such consent shall be void.
19. Entire Agreement. These Terms and Conditions together with the Hexagon quote or the applicable statement of work constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior discussions, agreements, representations, statements, negotiations, and undertakings whether written or oral, and no reference to prior dealings may be used in any way to modify the expressed understandings of this Agreement. Any future representations, promises and verbal agreements related to products, product features, future product enhancements, product functionality, or Services covered by this Agreement will be of no force or effect unless reduced in writing and made a part of this Agreement. This Agreement may not be amended or modified unless done so in writing signed by authorized representatives of both Parties. No provision of these Term and Conditions shall be construed as modifying the provisions of any other agreement between Subscriber and Hexagon. Terms and Conditions stated on a Subscriber purchase order will not override the above stated Hexagon Terms and Conditions.

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ADDENDUM ONE TO
THE
TERMS AND CONDITIONS FOR BASIC CONSULTING SERVICES

Statement of Work for T&M Labor Services

In addition to the Terms and Conditions for Basic Consulting Services to Customer (the "Agreement"), the following terms and conditions apply to any time and material ("T&M") Services statement of work ("SOW") or T&M quotation. Notwithstanding the article entitled "Entire Agreement" set forth in Agreement, the SOW shall supplement the Agreement and have precedence over conflicting terms of the Agreement for any Services in the quotation to which this SOW is attached.

1. **Scope of Services.** Hexagon will provide Services only at the defined labor category on an hourly basis up to the maximum hours set forth in the quotation to which this SOW is incorporated. Subject to the exclusions in Section 3 below, actual tasks to be performed will be determined mutually by the Customer and Hexagon. Customer will be invoiced for actual hours of the Services performed under a T&M contract type as set forth in Section 3(a) to the Agreement. Services will be performed during Hexagon's regular business hours (7:30 am - 4:15 pm Central Time Monday through Friday, Hexagon holidays excluded) either remotely or at the Customer's facility if mutually agreed upon by the parties in advance.
 2. **Period of Performance.** Once executed, the SOW is valid for up to six (6) months from the execution ("Period of Performance"). After the expiration of the Period of Performance, Hexagon will not be able to provide Services hereunder without issuance of a new quotation and SOW. Any additional Services required during the Period of Performance or Services required after the Period of Performance can be quoted separately by the applicable Hexagon Account Manager or Program Manager upon request.
 3. **Exclusions.** Hexagon does not commit to provide any firm Deliverables under the SOW, including but not limited to programming or software development, configuration or customization of software, training, documentation, reports, creation of maps, interface development or installation, software installation services, software customization services, physical move of equipment, etc. Excluded services can be quoted separately by a Hexagon Account Manager or Program Manager upon request.
 4. **Schedule.** Hexagon will schedule Services: (i) upon receipt of this executed quotation, (ii) receipt of Customer's purchase order (if a Purchase Order is required as indicated on the payment and billing instructions of the quotation), and (iii) Customer has no past due payments to Hexagon. Hexagon makes no assurances that resources will be available to meet a specific Customer timeline or schedule. The Customer shall submit requests to the Hexagon Account Manager or Hexagon Project Manager when Services are required hereunder. Schedule will be agreed upon by the Customer's authorized representative and the applicable Hexagon Account Manager or Program Manager. The schedule will be subject to change upon reasonable notice to the Customer.
 5. **Location.** Unless otherwise agreed upon, all Services hereunder shall be assumed to be remote. On-site Services will only be provided to the extent such location is agreed upon in advance by the Customer's authorized representative and the applicable Hexagon Account Manager or Program Manager.
 - 5.1 **Remote.** For any Services that will be provided remotely, the Customer shall provide 24 x 7 VPN connectivity (including a logon and password), 24 x 7, to all servers and workstations requiring installation/configuration by Hexagon.
 - 5.2 **On-site.** For any Services that will be performed onsite, the Customer will provide appropriate work area for Hexagon on site personnel to include, but not limited to, desk, connectivity to the I/CAD system, LAN/WAN, and Internet. Customer will be responsible for travel expenses as set forth in Section 3(d) of the Agreement including portal to portal travel time for each employee.
 6. **Loss of Data.** Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Hexagon will not be liable for any lost data.
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7. Services Warranty. Hexagon does not warranty the type, quality, or results of any Services provided under this SOW. All Services are provided "AS IS" and without warranty of any kind. HEXAGON DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON SERVICES FURNISHED HEREUNDER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON.
 8. No Works for Hire. There are no software deliverables contemplated under this SOW. The Services provided hereunder shall in no event be considered "works for hire" and Hexagon reserves all rights and ownership in intellectual property conceived, created, or put into practice while such Services are performed for the Customer hereunder.
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Software Exchange Relinquishment Agreement

0814 rev. 3 / March 2011

Relinquishing Due to Exchange of Software License or Software Product

Should a customer of Intergraph Corporation Hexagon Safety & Infrastructure (HSI) Division's products ("Customer") wish to a)exchange one Intergraph software license type for another (such as node locked for concurrent) or b)exchange one Intergraph software product for another (such as GeoMedia® for GeoMedia Professional), Customer must relinquish rights for the license being exchanged, and must uninstall and remove from Customer's system the relinquished licenses ("Relinquished Licenses").

Customer must complete the information requested, sign, and return the Agreement to SG&I. By signing this Agreement, Customer hereby relinquishes surrenders, terminates and disclaims, in perpetuity, its right to use, or allow the use in any manner, the Relinquished Licenses. Customer hereby agrees that it will uninstall and remove from any and all Customer's system(s) the Relinquished Licenses.

Once Intergraph receives and accepts the completed and signed Agreement and purchase order (PO), if applicable, Intergraph will provide to Customer a new license authentication code (LAC) for the new license if Customer is exchanging one product for another, or Intergraph will modify the existing LAC to allow Customer to generate the new type of license if Customer is exchanging one license type for another of the same product.

* = Required Fields (Missing information will result in delays in processing.)

*1. Customer Information (all fields required):

Customer Name: _____

Requestor Name: _____

E-mail Address: _____

Street Address: _____

City, State, Country, Zip/Postal Code _____

*2. License Authentication Code(s) (LAC) for license being exchanged: _____

3. PO number for license exchange (if applicable): _____

*4. Product Exchanging FROM:

Quantity	Product Name:	License Type (node locked or concurrent):
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_____	_____	_____
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Software Exchange Relinquishment Agreement

0814 rev. 3 / March 2011

*5. Product Exchanging TO:

Quantity Product Name: License Type (node locked or concurrent):

*6. Old Host ID (If license has been generated, it is the Host ID in license file Customer is relinquishing. If license has not been generated, state "Not yet generated"):

Node locked: _____ or Concurrent (TCP/IP): _____

Signed:

CUSTOMER

Signature

Name

Title

Date

Please e-mail this completed document to:
license@hexagonsi.com

Please note: Intergraph will make every attempt to respond within one business day of receipt of the completed form, depending upon the number of requests being processed at that time.

SGIExRlnq031111



HEXAGON
SAFETY & INFRASTRUCTURE

STATEMENT OF WORK

CAD 9.4 Upgrade

PRESENTED TO:

City of San Angelo, TX

PRESENTED BY:

Jason Putnam

Hexagon Safety & Infrastructure

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Madison, AL 35758 USA

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02/08/2017



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INTRODUCTION

This statement of work ("SOW" or "Statement of Work") in conjunction with the Quote, by and between Intergraph Corporation d/b/a Hexagon Safety & Infrastructure ("Hexagon") and the City of San Angelo, TX ("Customer") (collectively, the "Agreement"), describes the Software and services that will be provided in exchange for payment of the amount set forth in the Quote.

Subject to the following, the software and services being provided include upgrading CAD and MPS to Version 9.4.

GENERAL ASSUMPTIONS

- Hexagon and Customer will review the SOW and determine a mutually agreeable date for the services to be performed. Notwithstanding the foregoing services shall begin within six months of execution of the SOW. Note: The Customer must execute and issue a PO (if applicable) prior to any tentative dates being confirmed.
- Hexagon's pricing and level of effort is predicated upon its understanding of the Customer's System and its configurations are based upon configurations Hexagon made for the Customer during the latter of the initial implementation of the System or the most recent upgrade to the System. Configurations made by the Customer that affect the scope, schedule, or level of effort required to complete the project are not included in the scope of this SOW.
- Customer is responsible for the purchase, installation, configuration and administration of its network infrastructure. The Network Infrastructure meet the defined System Specifications, and the Customer must ensure connectivity between servers and clients.
- Customer is responsible for having current backups of their System.
- Hexagon shall have timely access to Customer project staff. The Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this project.
- Customer shall provide Hexagon with access to all relevant data, documents, plans, reports, and analyses related to the scope of work and responsibilities of this project.
- All Software will be electronically delivered.
- Customer shall assign a Customer Project Manager to the Project.
- Customer shall have at least one System Administrator available to perform and/or support all Customer Responsibilities and respond to Hexagon requests.
- Customer shall have technical resource(s) and subject matter expert(s) ("SME") available with the skills necessary to perform and/or support all Customer Responsibilities and respond to Hexagon requests.
- Upon Customer request, Hexagon personnel may undergo a criminal background check consisting of biographical information necessary to initiate an NCIC query and fingerprinting. To the extent the Customer requires Hexagon personnel to undergo the criminal background check, it shall arrange for such criminal background check and fingerprinting and be responsible for any and all costs associated with the criminal background check and fingerprinting. Any remote personnel shall only be required to provide biographical information necessary to initiate a NCIC query and a fingerprint card completed any law enforcement agency.
- Customer shall grant Hexagon personnel system administrator level access with unique log-in credentials to all servers, networks, databases, and workstations that will be involved in the

Project. Unrestricted system and VPN access via SecureLink is required for Hexagon developers and implementers who will need to have access to multiple infrastructure platforms at the same time. Hexagon personnel will be provided individualized system access credentials by Customer. Customer shall allow Hexagon authorized resources VPN access 24 hours a day, seven days a week for the duration of the Project.

- Customer shall provide Hexagon Project Manager with contact information for a Customer resource to address errors that should arise from Hexagon's access of the Customer's System during working and non-working hours.
- Hexagon will require external VPN access while on site to access various Hexagon resource libraries.
- After completion of this Project, Hexagon will VPN using SecureLink in to the live System only at the Customer's request and will follow the Customer's required VPN access procedures.
- Once Hexagon provides the Customer a task completion form, the Customer shall within ten (10) calendar days execute the same indicating the task is complete and/or accepted or the Customer shall identify in writing why the task is not complete in light of the task completion criteria. If the Customer fails to provide either written response within ten (10) calendar days, the task shall be deemed accepted.
- Customer shall schedule and coordinate with third party technical resources with the skills necessary to perform and/or support all Customer Responsibilities, respond to Hexagon requests and support the testing of interfaces, as required.
- Customer will coordinate and facilitate any discussions with third party vendors and ensure they are available for support during live Cutover, if needed.
- Except for Customer personnel attending Hexagon conducted classes/workshops, Customer is responsible for training users on all functionality.
- All System Documentation and Training documentation, if any, provided by Hexagon under this SOW will be standard COTS documentation and Help Files, and the aforementioned documents will not be customized to Customer's site specific configuration. All documentation provided by Hexagon will only be provided in electronic format.
- To the extent training is included in this SOW, the maximum length of a training day is eight (8) hours, which includes breaks. Specific start and end times of classes/workshops will be established at least fourteen (14) calendar days prior to the commencement of classes/workshops.
- Customer shall provide Hexagon with any and all information requested by Hexagon necessary for it to perform its tasks set forth herein.
- Customer is responsible for having its hardware, operating software, database software, and network infrastructure conform to Hexagon Safety & Infrastructure's supported environments, software requirements and System Specifications as set forth in Attachment D.
- Customer must be under a current software maintenance contract prior to execution of this agreement and remain under a current software maintenance contracts throughout the duration of the Project.
- Customer has reviewed the SOW and verified that only these Covered Products listed in Attachment M will be upgraded under this SOW and those Covered Products not listed in Attachment M will not be upgraded under this SOW.
- Covered Products listed in Attachment M will be upgraded to the latest Maintenance Release available at the time this SOW is executed by Hexagon. Should a new Maintenance Release be published by Hexagon subsequent to the execution of this SOW, that Maintenance Release can be installed subject to execution of a mutually agreeable Change Order.

-
- Changes made to the Customer's System that were not performed by Hexagon or included in the contract governing implementation of the Current Version, and are also not covered by the Customer's Maintenance Agreement are not included within this SOW.
 - New features added to CAD will be available in their default configuration, and fully functional. Some of those features, such as but not limited to, Facility Diversion; require extensive configuration and data entry in order to use the feature. That additional configuration and data entry is not included in this SOW.
 - This SOW does not include data migration to a new or different database platform unless included herein
 - Customer is on I/CAD-I/Mobile 8.00.03 version ("Current Version").
 - This SOW does not include the development of any new forms for I/Informer or MPS (if applicable) unless specifically identified herein.
 - Customer is responsible for ensuring that a connection to the state's NCIC/CJIS switch is available for use by Hexagon and that transactions received by the system in a test environment are in the same format and contain the same information to those received in a production environment.
 - Customer is responsible for ensuring that documentation detailing the formatting, development\design, and connection information (IP, protocol, credentials, etc.) is provided to Hexagon either by the State or by the Customer. If this information is not provided by the State the Customer is responsible for collecting\determining this information and providing it to Hexagon. If the documentation is not provided to Hexagon, additional services\charges may be incurred by the Customer.
 - To the extent Hexagon requires additional information, switch availability or access from the State related to the States' NCIC/CJIS switch, the Customer shall be responsible for obtaining such information or access from the State as reasonably requested by Hexagon.
 - Per CJIS security policy, customers who wish to access US national databases using mobile devices must use data encryption that is FIPS 140-2 certified and meets other CJIS requirements. The Customer is responsible for ensuring that their data communications infrastructure and devices comply with CJIS and applicable State requirements.
 - Customer must have required security in place for I/Informer Transactions.
 - Customer is responsible for the purchase of all applicable operating systems meeting the minimum requirements as defined by the most recently published Public Safety System Specifications at the time the upgrade is scheduled.
 - Customer is responsible for the purchase and installation of any new hardware. Customer is responsible for providing hardware that meets the Hexagon minimum configurations for hardware as defined in the most recently published Public Safety System Specifications.
 - Customer is responsible for the purchase of all applicable database licenses/software meeting the minimum requirements as defined by the most recently published Hexagon Public Safety System Specifications (Attachment D) at the time the upgrade is scheduled.
 - This SOW does not include upgrading any Oracle, Microsoft products or Microsoft licensing changes that may be needed for this upgrade.
 - MPS configurations normally fall into several categories, Law, Fire, EMS, Fire\EMS combined. During the upgrade to the new version, the MPS Custom Build(s) will be added to Customer's Maintenance Agreement and labeled as to which configuration is being provided. This task will repeat for each custom configuration and may show multiple times in the SOW.

PROJECT DELIVERABLES

- Project Management Services: The Project Manager will, at a minimum, direct the following activities:
 - Act as single point of contact for the Customer.
 - Determine, with Customer, a mutually agreed-upon schedule, during which project status and errors will be reviewed.
 - Provide a mutually agreed-upon schedule in Microsoft Project format.
 - Verify the Hexagon product release schedule.
 - Order Intergraph software (if applicable).
 - Address issues that arise during the project implementation by coordinating with appropriate Hexagon or Customer resources.
 - Prepare a checklist of responsibilities and tasks to be completed during the Cutover Task approximately thirty (30) days prior to Cutover. Discuss the Cutover plan with Customer and the Hexagon on-site team.
 - Process Change Orders (if applicable).
 - Verify Customer activities related to the Statement of Work have been completed in timely manner.
 - Verify Customer-provided hardware meets Hexagon specifications.
 - Verify software configuration is ready for live Cutover.
 - Work with the Customer to ensure 3rd party vendors are available for support during live Cutover, if needed.
 - Coordinate resolution of any post live Cutover issues with the Customer and Hexagon.
 - Be on-site during the upgrade week.
- Software installation services as described in this Statement of Work.
- Training services as described in this Statement of Work.
- Transition to live operations services as described in this Statement of Work.
- Software Upgrades for Covered Products under the Agreement. Customer shall continue to maintain all Covered Products on a valid maintenance agreement throughout the term which Upgrade Services are performed. See Attachment M for the list of covered products under Customer's current maintenance agreement which are included in the upgrade.
- Exchange I/Executive and I/Executive 2 for I/Executive High Availability – Qty: 1
 - The Customer's current I/Executive (IPS0001) and I/Executive 2 (IPS0007) products will be upgraded to Intergraph's new I/Executive High Availability (IPS0001HA) application via Hexagon's special program (SXMA212) that facilitates this exchange. The Customer is responsible for the difference in maintenance cost between the I/Exec and I/Exec 2 products and the I/Executive High Availability product.
- Exchange I/Mobile for Mobile for Public Safety CC (SXMA0080) - Qty: 112
 - The I/Mobile product (IPS0038) will be upgraded to Hexagon's newest generation mobile client application - Mobile for Public Safety (MPS, part # IPS0080) via Hexagon's special program SXMA0080 that facilitates this exchange. There is no maintenance cost difference between the I/Mobile product and the MPS product. There is not a functional parity between these two products. The Customer has agreed to this

upgrade with the understanding that some currently existing I/Mobile features are not part of the MPS product, while the new MPS product contains new features and functions not in the I/Mobile product.

- New software products will be added to Customer's Maintenance Agreement as part of this SOW:
 - Remote Content Manager (IPS1183) – Qty: 1
 - Map Admin Utility NL (IPS0082) – Qty: 1
 - I/FRMS-CADLink NL (IPS0048) – Qty: 1
 - MPS Custom Build for Law (IPSCustom04) – Qty: 1
Custom Software - Maintenance Only
 - MPS Custom Build for Fire (IPSCustom04) – Qty: 1
Custom Software - Maintenance Only

PROJECT TASKS

TASK – PROJECT KICKOFF MEETING

A meeting for project kick-off will be held on-site after the SOW has been executed.

Task Assumptions

In addition to the general assumptions detailed in the Assumptions Section, the following assumptions apply to this task:

- The Hexagon Program Manager will conduct the meeting at the Customer's Site.
- Some members of the Hexagon CAD core team shall participate remotely.

Task Prerequisites

The following items must be completed and fully deployed by the Customer prior to beginning this task:

- Contract/SOW Signature and Purchase Order (if applicable).
- Hexagon has assigned a program manager and core project team.
- Customer has assigned a program manager and core project team.
- Distribution of Statement of Work to the Project Team

Task Description

The objective of this task is to ensure that all project assumptions are valid and all requirements understood prior to beginning any significant work.

Hexagon responsibilities include:

- Review the project organization, roles and responsibilities with the Customer
- Conduct the Project Overview including a review of the Statement of Work to answer any outstanding questions and verify all aspects of the Project approach, per the topics listed above
- Work with the Customer to identify and document any potential project risks.
- Provide meeting minutes, documented risks and action items that affect project schedule, resources and/or SOW
- Inform Customer of VPN requirements for project implementation and continued system maintenance.

Customer responsibilities include:

- Review the SOW and work with Hexagon to verify the project approach
- Provide location and logistical support for project planning meeting.
- Provide Subject Matter Experts and any other resources as recommended by the Customer and Hexagon project managers.
- Provide Hexagon with VPN access to the Customer as appropriate for this project and continued software maintenance.

Task Completion Criteria

This task is considered complete at the conclusion of the Project Kick-off meeting and upon delivery of the meeting minutes to the Customer.

TASK - SERVER STAGING

Hexagon will stage on the Customer hardware which will act as the production system at go-live. The staging task involves operating system configuration, directory creation, folder permissions, and Intergraph software installation and setup. If the Customer has specific installation guidelines that must be followed, Customer must notify the Project Manager prior to the start of this task.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- All work for this task will be performed remotely.
- The CAD Core Upgrade Services cover up to four servers.
- Hardware designated by the Customer for staging the I/CAD upgrade is for the sole purpose of upgrade staging and will not serve other roles.
- Customer has provided necessary hardware, software, and network infrastructure as described in Attachment D.

Task Prerequisites

The following items must be completed by the Customer and fully deployed prior to beginning this task:

- Upgrade staging hardware fully installed, racked, cabled, powered, and on the network.
- Operating system fully installed, updated, configured, and joined to the Customer domain.
- Hard disk configuration per Hexagon requirements.
- Customer specific/enterprise applications installed and configured (remote management, anti-virus, etc.).
- Hexagon domain user account(s) created and provided with local administrative privileges on all server hardware to be staged under this task.
- Remote access enabled on all servers for the Hexagon users account(s).
- VPN credentials and client (if needed) provided to the Hexagon Project Manager.
 - Not required if Customer is using SecureLink.

Task Description

Verify Server Setup

Hexagon resources will remotely connect to the servers and verify they have been set up according to the Hexagon setup standards. If no discrepancies are found, server staging will proceed.

Any deviation from the server setup standards will be documented and provided to the Hexagon and Customer Project Managers. The Hexagon resource assigned to this task will determine if the deviation affects Task completion and notify the Hexagon Project Manager.

Any deviation that affects task completion will cause this Task to be aborted and re-scheduled. All tasks dependent upon completion of this task are subject to schedule change.

Server Staging

Hexagon resources will remotely stage and install Intergraph software components on the Customer designated server hardware. Software installation details will be provided in the site specific configuration document after cutover.

Task Completion Criteria

This task will be considered complete when all designated I/CAD server hardware has been staged.

TASK - I/CAD DATABASE UPGRADE

Hexagon resources will process an upgrade to the I/CAD database schema using the I/CAD Database Utility.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- All work for this task will be performed remotely
- The Customer has provided Hexagon with a recent full backup of their existing production database
- Once the I/CAD database full backup, which will be used for the upgrade staging activity, has been completed, the Customer will implement a change freeze on the production CAD system. This change freeze means:
 - No changes to the graphical user interface (GUI)
 - No changes to static data:
 - Personnel
 - Event types
 - Dispositions
 - Number table
 - Agencies
 - Units
 - Vehicles
 - Response plans
 - Deployment plans
 - Map data
 - Configuration parameters
 - Pagers
 - ORI's
 - Towing
 - Rotational services
 - Special addresses
 - Special situations
- If a change freeze is not possible, the Customer agrees to be responsible for replicating any and all changes performed to the production CAD system to the upgrade staging CAD system.
- It may be necessary for ALL USER PASSWORDS to be reset to a Customer-defined default value. If this is the case, then ALL USERS (including MPS and NetViewer/NetDispatcher) will be required to change their password at the first logon to the upgraded CAD system.
- No map rolls may take place in the old system during the span of the I/CAD Upgrade.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- Task - Server Staging – Complete
- The Customer has provided full database backup to Hexagon
- Change freeze in place on production I/CAD system

Task Description

If possible, the I/CAD database upgrade will be processed using the Customer's upgrade staging hardware. If the Customer hardware is not available in time to support the required schedule, Hexagon may opt to process the upgrade using the Hexagon SmartCloud.

A Hexagon resource will then process the database schema upgrade using the I/CAD Database Utility. Alternately Hexagon may use Customer provided staging hardware to perform the upgrade.

The schema upgrade is an incremental process by which changes between all versions are applied to the Customer database one version at a time. For example if the Customer is starting at version 8.1.3, the upgrade will process an 8.1.3 to 9.0.0 upgrade, followed by a 9.0.0 to 9.0.1, 9.0.1 to 9.1.0, etc. The ending version will be determined at the time this SOW is signed and is noted in the General Assumptions section.

During the upgrade process it will be necessary to fix data anomalies and inconsistencies that would violate the structure of the new I/CAD database schema. None of these changes will alter the fundamental content of the database and no Customer data will be altered other than to correct errors necessary for the upgrade to process. Hexagon will document all data errors that were addressed as part of the upgrade scripts and report those back to the Customer.

On rare occasions it will be necessary for the Customer to provide information to the Hexagon resources in order to fix data errors. For example, in the current CAD schema a dispatch group is required for all stations defined in the system, whereas previously a Customer could create a station without a dispatch group. The missing dispatch group on a station could cause problems with a relocate unit command; therefore we now require a dispatch group. If it is not obvious how to fix a data inconsistency or discrepancy, the Hexagon resource will seek guidance from the Customer. Because these upgrades occur incrementally, while the process is stopped waiting for information from the Customer, no progress is being made. It is therefore very important that the Customer be prepared to respond quickly to any questions that arise.

If the Hexagon SmartCloud was used to complete the database upgrade the upgraded database will be transferred from the SmartCloud to the Customer's staging system.

Important: The Customer's I/CAD database will be upgraded TWICE as part of this SOW. The first time is during this task and prior to cutover, for testing and vetting of the upgraded system. The second time is AFTER CUTOVER to production use to facilitate the backfill of the historical unit and event history data.

Note: The Hexagon SmartCloud is a secure virtual environment located in the Hexagon data center in Huntsville, AL. Only the assigned Hexagon resource will have access to the Customer data. Once the upgrade of the CAD database has been completed a backup of the database will be restored on the Customer hardware and the virtual machine used in the SmartCloud destroyed.

Task Completion Criteria

This task will be considered complete when:

- The I/CAD database schema upgrade process has been finished and the upgraded database loaded onto the Customer staging hardware.
- Basic testing by the Hexagon resources has been completed and all necessary services start and run without error.

TASK - GRAPHICAL USER INTERFACE (GUI) UPGRADE

During this task Hexagon resources will migrate Customer modifications from the current I/CAD version graphical user interface to the new I/CAD version graphical user interface.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- All work for this task will be performed remotely.
- The Customer has maintained a proper list of all Customer changes to the graphical user interface since Hexagon's last deployment of the system.
 - Either original implementation or last upgrade.
 - Lack of proper change documentation may result in lost configuration. Hexagon will not be responsible for lost configuration items due to lack of documentation.
- The task includes upgrading one each of the following visual studio projects:
 - Icallres (Contains the I/Dispatcher and I/Calltaker environment)
 - Bipres (Contains the background inquiry process environment)
 - Dbmres (Contains the CADDBM environment)
 - DefaultAddInRes (Contains all WPF objects such as status monitors, the inquiry command manager, etc.)
- If the Customer has more visual studio projects that are not reflected here, a change order to add additional scope will be required.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- The Customer has provided Hexagon with a copy of all change control documentation.
- The Customer has provided Hexagon with the visual studio projects that contain the source for the GUI(s) currently in production use.
 - **Note:** It is not possible to de-compile a dynamic linked library (DLL) into its source code. If the Customer does not have access to production versions of the visual studio projects, a change order to re-implement those changes will be required.
 - Includes all ICALLRES, DBMRES, DefaultAddInRes, and BIPRES projects currently in use at the Customer site.

Task Description

Hexagon resources will replicate all detected and documented GUI changes to the new version of the respective project sources.

This task is done by using comparison software to identify all the changes between the current version configured project sources and the current default version of the project sources. The changes which are detected will be replicated in the new version of the project sources.

It is not uncommon for some functionality to be deprecated or replaced with newer enhanced functionality. When that applies, the respective changes to the project sources will not be replicated to the new version. Occasions where this statement applies will be documented and relayed to the Customer.

Requests to configure any new functionality previously not available will be priced as a separate SOW.

Task Completion Criteria

This task will be completed when Hexagon resources deliver the updated version compiled resource dynamic link library (DLL) with the Customer's configuration items applied.

TASK - WPF MONITOR CONFIGURATION

During this task Hexagon resources will duplicate the Customer's existing legacy monitor configurations into the WPF environment.

Task Assumptions

- All work for this task will be performed remotely.
- The Customer will provide screenshots of each monitor in use in the current system, being sure to include all required columns to be displayed in WPF monitors.
- This is a time boxed task. All requested configuration changes may not be possible within the 24 hours allotted. If additional time is required above the 24 hours allotted, there may be additional cost.

Task Prerequisites

- Task - Server Staging – Complete
- Task - I/CAD Database Upgrade - Complete
- Task - Graphical User Interface (GUI) Upgrade - Complete
- Task - I/CAD Delta Workshop - Complete

Task Description

Beginning in CAD 9.2 the legacy style (MFC) unit and event status monitors has been replaced with newer more advanced technology from Microsoft. Windows Presentation Foundation or WPF provides a new method for building the graphical user interface and enhancing the overall user experience.

The task of configuring WPF monitors duplicates a Customer's prior configuration in the MFC monitors using WPF technology. WPF monitor configurations are stored in the DefaultAddInresources.dll and are now a compiled aspect of the system as opposed to using configuration parameter tables to store things like column order and column presence.

Extensible Application Markup Language (XAML) templates will be created for the Customer specific configuration. The XAML templates dictate the default column order, the default sort order, the default sort direction, and the default column widths. However because users are permitted to change these settings and those settings are stored in the database with each user profile, the default settings are often rendered moot.

It is important to note that WPF monitors no longer allow the dynamic addition or removal of columns to be displayed. The Customer must be sure to include all columns their staff may need access to in the screenshots provided as the operators themselves can no longer add a column that isn't already present in the XAML template.

Task Completion Criteria

This task will be completed when Hexagon resources deliver the configured DefaultAddInresources.dll which contains the Customer's configured WPF monitor templates and the system has been configured to load the new templates upon startup.

TASK - INTERFACE UPGRADE

During this task, Hexagon resources will upgrade the current version I/CAD interface configurations on maintenance to the new version of software.

Task Assumptions

In addition to the general assumptions the following assumptions apply to this task:

- All work for this task will be performed remotely.
- The Customer has maintained a proper list of all Customer changes to the interface systems.
 - Either original implementation or last upgrade.
 - Lack of proper change documentation may result in lost configuration. Hexagon will not be responsible for lost configuration items due to lack of documentation.
- Only those interface products currently listed on the Customer's maintenance agreement will be included in the upgrade.
 - If there are interfaces the Customer has in production which are not listed on the maintenance agreement, a change order will be required to add additional scope to the upgrade SOW as well as an adjustment to the Customer's maintenance agreement and cost.
- Except for hardware and third party software provided under this SOW, Customer is responsible for any hardware and third party software necessary for implementing interfaces.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- Task - Server Staging – Complete
- Task - I/CAD Database Upgrade - Complete
- The Customer has provided Hexagon with the visual studio projects that contain the source for the GUI(s) currently in production use.
 - **Note:** It is not possible to de-compile a dynamic linked library (DLL) into its source code. If the Customer does not have access to production versions of the visual studio projects, a change order to re-implement those changes will be required.

Task Description

Interface configurations are contained in multiple areas on a communications/interface server depending on the specific interface. Generally speaking, these configurations will be stored in the Windows registry, ASP files, interface specific executable configuration files (*.exe.config), the CAD database in the form of table data and/or parameter data, or any combination thereof.

Hexagon resources will preserve this configuration information and migrate it to the new version of the corresponding interface where appropriate.

It is not uncommon for some functionality to be deprecated or replaced with newer enhanced functionality. When that applies, the respective changes to the interface configurations will not be replicated to the new version. Occasions where this statement applies will be documented and relayed to the Customer.

Requests to configure any new functionality previously not available will be priced as a separate SOW.

Task Completion Criteria

This task will be considered complete when all I/CAD interface configurations have been preserved, and migrated to the upgrade staging system, and are configured for use with the new version.

TASK – I/FRMS CADLINK IMPLEMENTATION SERVICES

Hexagon will provide the following activities during the course of installation of the Interface:

Hexagon Shall:

- Perform remote installation and configuration of the I/FRMS CADlink Interface to ImageTrend Fire RMS on the Customer's Test environment.
- This interface will transfer event and unit data to a single central depository and the Fire RMS vendor is responsible for consuming and or moving said data.
- I/FRMS-CADLink interfaces I/CAD to third party Fire Records Management Systems (FRMS) and facilitates the periodic transfer of event and unit information to the external FRMS as follows:
 - Event information is transmitted when the first unit belonging to a defined I/CAD agency and dispatch group clears an event.
 - Unit information is transmitted each time a unit belonging to a defined I/CAD agency and dispatch group clears an event.
 - Additional event information is transmitted when the last unit clears the event and the event is closed.
- Hexagon will answer questions, assist with initial internal testing, and provide issue resolution support.
- Hexagon will configure the Interface on the Production system.

Customer Shall:

- Ensure System Administrator is available to support all tasks.
- Provide a technical resource as well as any necessary subject matter experts
- Confirm that current backups of the server and workstations have been completed prior to the installation
- Customer will conduct testing in a timely manner and report any issues/errors back to Hexagon via the Siebel issue tracking system within 10 business days of receiving notification from Hexagon that the customization has been delivered to the test environment. At the end of the 10-day testing period, any issues with the changes delivered by this SOW must be documented in Siebel or the final copy will be delivered and the acceptance is assumed.
- Verify that the migration to the Production system works properly.

Completion Criteria:

This task is considered completed once the Customer immediately tests the Interface upon migration to the Production system.

TASK – MAP ADMIN UTILITY INSTALL AND TRAINING

During this task the Customer identified personnel will be trained on how to use the Map Admin Utility to roll new map data from the map staging database to test or training, and then on to production.

Hexagon Shall:

In addition to the general assumptions the following assumptions apply to this task:

- This task will be conducted remotely via an interactive WebEx session
- Install Map Admin Utility software during this session
- Each students will have access to a workstation that has internet access and is able to reach <http://intergraph.webex.com>
- Training is limited to a maximum of six (6) students.
- Training is a four (4) hour session.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- [Task - I/CAD Database Upgrade](#)~~Task – Server Staging~~ – Complete
- Task - I/CAD Database Upgrade – Complete

Task Description

During the Map Admin Utility training students will learn how to create a MAU configuration file, execute a data transfer package, build MPS map files, convert polygons to binary, create file groups, create file distribution lists, distribute map files, and compare map related parameters.

This training is conducted remotely via an interactive WebEx session using the Map Admin Utility help file as a guide for topics to cover. The help file delivered with the product is the only documentation provided for this product as it is all inclusive.

Task Completion Criteria

This task will be complete when Hexagon has delivered the Map Admin Utility training to the Customer.

TASK – MPS CUSTOM BUILD FOR LAW

During this task, a Hexagon resource will conduct a consulting workshop with the Customer to identify changes to the standard MPS (Mobile for Public Safety) out of the box Law build and provide the customer with a MPS Custom Build for Law.

Note: It is possible not all configuration requests will be fulfilled in the workshop time allotted. If there are configuration requests that could not be completed in the workshop time allotted and they do not include core product code; the customer may purchase additional services for the configuration requests. If the request includes core product code changes an SR will be filed requesting a CR-Enhancement. All CR-Enhancement requests to core products are not guaranteed and are at Hexagon's Product Center sole discretion.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- A single, three-day workshop will take place on-site, Tuesday through Thursday
- Session hours will be from 8:30 A.M. to 5:00 P.M. including breaks
- The eight (8) hour workshop day will consist of:
 - Four (4) hours of interactive session with the customer (Attendees necessary for this session).
 - Four (4) hours of configuration work by the Hexagon resource based on the morning discussions and project SOW (No attendees necessary for this session).
- Attendance by the Customer's personnel will be limited to no more than twelve (12) people and must consist of field users and stakeholders capable of making finalized decisions about product behavior and functionality.
- Attendance by at least one Dispatcher who is familiar with I/CAD and its use to perform dispatching and other I/CAD tasks as necessary.
- Any documentation provided by Hexagon with this workshop will be standard COTS documentation and Help Files, and will not be customized to the Customer's site specific configuration. All documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- The Customer has mobile hardware compliant with the requirements for MPS as defined in Attachment D: Public Safety System Specifications.
- Customer mobile hardware (laptops) has MPS installed and working.
- Sufficient wireless/wired network infrastructure (private, commercial, etc.) exists to support MPS operations.
- Someone available with the responsibility for mobile computing operations.
- A prioritized written list identifying all MPS workflows requiring special attention.

Task Description

During MPS implementation, accomplishing certain parts of a customer's workflow with MPS may not be immediately evident to the customers themselves. This session dedicates Hexagon consultants to helping the customer define their workflows using MPS. Before and during this process, specific configuration needs will become apparent, including graphical user interface adjustments, report formats, and other special configuration tasks that may be required to accomplish the customer's operational requirements.

Upon completion, the intent is for the customer to proceed with their MPS user training with the configuration and workflow definition as close as possible to the final to ensure their users are comfortable and competent with the system.

Major topics to be covered are as follows:

- Overview of MPS Features and Functions
- MPS Workflow Discussions
- Graphical User Interface Configuration
- Report Format Configuration
- MPS Administrative Functions
- Other Configuration Settings as Needed

Task Completion Criteria

This task will be considered complete when Hexagon has conducted the on-site MPS Configuration Workshop and delivered the MPS Custom Build for Law.

TASK - MPS CUSTOM BUILD FOLLOW-UP FOR LAW

During this task, a Hexagon resource will put together and test the final delivery of MPS.

Note: It is possible not all configuration requests will be fulfilled in the workshop time allotted. If there are configuration requests that could not be completed in the workshop time allotted and they do not include core product code; the customer may purchase additional services for the configuration requests. If the request includes core product code changes an SR will be filed requesting a CR-Enhancement. . All CR-Enhancement requests to core products are not guaranteed and are at Hexagon's Product Center sole discretion.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- All work associated with this task will be conducted remotely.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- MPS Configuration Workshop for Law – Complete

Task Description

The Hexagon resource will perform the following items:

- Finalize configuration requests that were already in progress during the workshop.
- Test the final delivery of the MPS configuration
- Update RCM
- Document the MPS configuration
- Deliver the MPS Custom Build for Law Enforcement software to the Customer
- Instruct the Customer on how to install the MPS Custom Build for Law Enforcement software.

Task Completion Criteria

This task will be considered complete when Hexagon has completed the MPS Configuration Workshop Follow-Up for Law Enforcement, delivered the MPS installation package and the final MPS configuration to Customer.

TASK – MPS CUSTOM BUILD FOR FIRE

During this task, a Hexagon resource will conduct a consulting workshop with the Customer to identify changes to the standard MPS (Mobile for Public Safety) out of the box Fire build and provide the customer with a MPS Custom Build for Fire.

Note: It is possible not all configuration requests will be fulfilled in the workshop time allotted. If there are configuration requests that could not be completed in the workshop time allotted and they do not include core product code; the customer may purchase additional services for the configuration requests. If the request includes core product code changes an SR will be filed requesting a CR-Enhancement. All CR-Enhancement requests to core products are not guaranteed and are at Hexagon's Product Center sole discretion.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- A single, three-day workshop will take place on-site, Tuesday through Thursday
- Session hours will be from 8:30 A.M. to 5:00 P.M. including breaks
- The eight (8) hour workshop day will consist of:
 - Four (4) hours of interactive session with the customer (Attendees necessary for this session).
 - Four (4) hours of configuration work by the Hexagon resource based on the morning discussions and project SOW (No attendees necessary for this session).
- Attendance by the Customer's personnel will be limited to no more than twelve (12), people and must consist of field users and stakeholders capable of making finalized decisions about product behavior and functionality.
- Attendance by at least one Dispatcher who is familiar with I/CAD and its use to perform dispatching and other I/CAD tasks as necessary.
- Any documentation provided by Hexagon with this workshop will be standard COTS documentation and Help Files, and will not be customized to the Customer's site specific configuration. All documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- The Customer has mobile hardware compliant with the requirements for MPS as defined in Attachment D: Public Safety System Specifications.
- Customer mobile hardware (laptops) has MPS installed and working.
- Sufficient wireless/wired network infrastructure (private, commercial, etc.) exists to support MPS operations.
- Someone available with the responsibility for mobile computing operations.
- A prioritized written list identifying all MPS workflows requiring special attention.

Task Description

During MPS implementation, accomplishing certain parts of a customer's workflow with MPS may not be immediately evident to the customers themselves. This session dedicates Hexagon consultants to helping the customer define their workflows using MPS. Before and during this process, specific configuration needs will become apparent, including graphical user interface adjustments, report formats, and other special configuration tasks that may be required to accomplish the customer's operational requirements.

Upon completion, the intent is for the customer to proceed with their MPS user training with the configuration and workflow definition as close as possible to the final to ensure their users are comfortable and competent with the system.

Major topics to be covered are as follows:

- Overview of MPS Features and Functions
- MPS Workflow Discussions
- Graphical User Interface Configuration
- Report Format Configuration
- MPS Administrative Functions
- Other Configuration Settings as Needed

Task Completion Criteria

This task will be considered complete when Hexagon has conducted the on-site MPS Configuration Workshop and delivered the MPS Custom Build for Fire.

TASK - MPS CUSTOM BUILD FOLLOW-UP FOR FIRE

During this task, a Hexagon resource will put together and test the final delivery of MPS.

Note: It is possible not all configuration requests will be fulfilled in the workshop time allotted. If there are configuration requests that could not be completed in the workshop time allotted and they do not include core product code; the customer may purchase additional services for the configuration requests. If the request includes core product code changes an SR will be filed requesting a CR-Enhancement. . All CR-Enhancement requests to core products are not guaranteed and are at Hexagon's Product Center sole discretion.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- All work associated with this task will be conducted remotely.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- MPS Configuration Workshop for Fire – Complete

Task Description

The Hexagon resource will perform the following items:

- Finalize configuration requests that were already in progress during the workshop.
- Test the final delivery of the MPS configuration
- Update RCM
- Document the MPS configuration
- Deliver the MPS Custom Build for Fire software to the Customer
- Instruct the Customer on how to install the MPS Custom Build for Fire software.

Task Completion Criteria

This task will be considered complete when Hexagon has completed the MPS Configuration Workshop Follow-Up for Fire, delivered the MPS installation package, and the MPS configuration.

TASK – MAP WORKFLOW AND CONSULTING

During this task, Hexagon resources will provide map consulting services to review and improve the Customer's map development and map roll process.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- Two, four-day sessions will take place on-site.
- Customer will be responsible for the topological and attribution accuracy of the data.
- Customer is responsible for having current backups of their CAD system.
- Hexagon will not perform any topological or attribution edits to the GIS data.

Task Description

Hexagon resources will provide two (2) weeks of onsite map workflow and consulting services including, but not limited to:

- Review and workflow analysis of the Customer's current map development and map roll process.
- Provide onsite map consulting services
- Create a new Map Workflow document, identifying best practices and recommended workflow procedures.

Hexagon shall:

- Discuss the Customer's current map workflow processes.
- Review the Customer's existing map workflow documentation and/or design files.
- Discuss best practices for map development and map roll purposes.
- Create a new Customer Map Workflow Document.
- Answer questions and provide guidance as necessary during the Customer's map roll process
- Provide map consulting services.

Customer shall:

- Provide Mapping Subject Matter Experts to work with the Hexagon Map Consultant while he is onsite.
- Provide the Map Consultant with current Map Workflow documentation for review.
- Provide the Map Consultant with samples of mapping source data and/or design files, as requested.
- Work with the Hexagon Map Consultant in the development of the new Map Workflow Document.

Task Completion Criteria

This task will be completed when Hexagon has provided the two weeks of consulting services to the Customer.

TASK - I/CAD DELTA WORKSHOP

During this task the I/CAD Delta Workshop is presented to customer staff that is responsible for local agency supervision and/or training on a current Hexagon I/CAD system. This intensive course familiarizes customer-selected staff primarily with new features of the I/CAD I/Calltaker and I/Dispatcher applications and includes a brief review of current procedures as needed. It also allots time to cover changes in I/CAD configuration or administration with the System Administrator(s).

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- Session is presented using the COTS version using a virtual machine provided by the Hexagon resource.
- Agency training personnel will attend scheduled presentations to address questions about workflow, policy, or agency specific procedure/configuration.
- No more than 12 students, with a maximum of 1 student per workstation
- The Hexagon resource will be on site for 4 days.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- An appropriate training room has been identified and set up with presentation capabilities.

Task Description

The complete Delta Workshop agenda is a combination of user related and system administration related topics. The System Administrator is required to attend all portions of the course, while the I/CAD user attendees need only participate in the User portion. The agenda for the class will be customized according to the versions upgrading from/to and according to any specific topic requests by the customer. Since this class is typically done in an expedited manner and in fewer days than the original classes, it is essential that the attendees already have a mastery of their current I/CAD version in their areas of interest, either as supervisors or trainers. It is not recommended for personnel not familiar with I/CAD.

Delta User Topics

- Brief review of current Hexagon CAD operations as related to new functionality
- New Intergraph CAD Functionality/Commands

Delta System Administrator Topics

- Changes to software configuration options, such as Parameters, Command Line, GUI
- Changes to administrator utilities, such as CADDDBM and DBRecover
- Database schema updates
- Other administrative functions, as needed

Task Completion Criteria

This task will be complete when Hexagon has delivered the I/CAD Delta Workshop to the Customer.

TASK - CUSTOMER UPGRADE CONFIGURATION TESTING

During this task the Customer will conduct internal testing of the upgraded system and specifically its configuration. Hexagon does not provide testing of upgraded systems. All testing is the sole responsibility of the Customer.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- The Customer will conduct upgrade configuration testing with remote support from Hexagon resources.
- The Customer will file a service request (SR) in the Siebel Customer Portal for all errors encountered as part of testing. Service requests (SR) must contain all information required as specified on the Trouble Reporting Guide provided with this SOW. SR's can be filed for, but not limited to:
 - Errors
 - Anomalies
 - Questions
- All SR's filed as part of the configuration testing for the upgrade must have a summary that begins with "CAD UPGRADE:" – this is required to ensure the error is properly routed to the Hexagon resource assigned responsibility for error resolution in the Configuration Testing Error Resolution task.
- The Customer will respond as quickly as possible to inquiries from Hexagon resources assigned to work reports of trouble.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- All prior tasks completed.

Task Description

Hexagon resources make every effort to ensure that all prior configurations are carried forward to the upgraded version. In addition, the Intergraph products go through rigorous quality assurance testing to avoid software errors. Those two efforts notwithstanding, errors do appear after an upgrade.

During upgrade configuration testing, the Customer is solely responsible for making sure that the system is acceptable and ready for production use. Only the Customer can fully understand all associated workflows, site specific configuration options, and product customizations as they apply to the Customer's operation. Hexagon personnel test upgraded functionality but often times don't know how that specific functionality fits into day-to-day operations and those types of interactions may lead to errors with configuration, the upgraded configuration, or product problems.

When the Customer has notified Hexagon that their testing is complete and Hexagon has completed the error resolution tasks, a readiness review will be conducted to ensure the system and the Customer are ready for cutover to production use. This will be a remote meeting conducted via teleconference.

Task Completion Criteria

This task will be complete when the Customer provides written notification to Hexagon that the system has passed upgrade configuration testing and is ready for production use.

TASK - UPGRADE CONFIGURATION TESTING ERROR RESOLUTION

During this task Hexagon resources will review errors filed via Siebel by the Customer as a result of the Customer testing conducted in the Upgrade Configuration Testing task. Hexagon resources will address outstanding errors.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- All work for this task will be conducted remotely.
- Customer will have dedicated representatives scheduled and available for contact by the Hexagon resources working on error resolution.
- Error resolution is defined as either:
 - The error has been addressed with additional configuration via the COTS product tools
 - In the case of product defects, an appropriate change request, defect (CR-D) has been filed with the Hexagon product center for review and classification.
- All errors will be tracked via Siebel.
- If the error discovered is a priority 2 or higher it may qualify for a patch request
- If the Customer requests, a patch request will be filed for the version being implemented.
- DELIVERY OF A PATCH IS NOT GUARANTEED AND IS AT THE SOLE DISCRETION OF HEXAGON.
- Requests for new configuration that were not part of the prior version are not considered errors and are not guaranteed deliverables for this task.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- All prior tasks completed.

Task Description

During upgrade configuration testing error resolution the Hexagon resources will respond to those technical or functional problems the Customer has encountered or answer functionality questions the Customer has submitted.

Error resolution is very much a team effort. Hexagon will rely on the Customer to report detailed and accurate information about the problems encountered including but not limited to:

- A complete and accurate description of the problem using Hexagon COTS terminology.
- A complete workflow description that allows the problem to be reproduced.
- The name and contact information for the person reporting the error.

Hexagon resources are scheduled for error resolution three to four weeks after the system upgrade has been completed. This timing allows for the Customer to conduct their tests and report errors via Siebel. The testing time frame and duration will be clearly reflected in the project plan delivered to the Customer by the Hexagon project manager.

Task Completion Criteria

This task will be complete when the Customer provides written notification to Hexagon that the system has passed upgrade configuration testing and is ready for production use.

TASK - READINESS REVIEW

A readiness review meeting will be scheduled and checklist provided and followed to ensure all necessary aspects of the systems are addressed.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- This meeting will take place remotely via WebEx and/or conference call.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- All prior tasks must be completed.
- All non-defect priority 2 or higher errors have been addressed

Task Completion Criteria

This task will be complete when the readiness review has been conducted and all parties agree that the system is ready for production use.

TASK - CUTOVER TO PRODUCTION USE

During this task, the production system will be cutover to the new version of I/CAD and MPS.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- Hexagon's Project Manager will direct the following activities:
 - Verify software configuration is ready for live Cutover.
 - Work with the Customer to ensure 3rd party vendors are available for support during live Cutover, if needed.
 - Coordinate resolution of any post live Cutover errors with the Customer and Hexagon.
 - Be on-site during the upgrade week.
- Hexagon will have two resources on-site for the week of Cutover to production use.
- Cutover to production use will take place on the day and time designated by the Customer but will occur no later than Tuesday of the week designated for Cutover.
 - If Cutover cannot take place due to errors solely within the control of the Customer, there may be a cost associated with re-scheduling the upgrade Cutover.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- All prior tasks must be completed.
- Readiness review has been conducted with Hexagon and the Customer agreeing that Cutover can proceed.

Task Description

The Cutover to production use is the culmination of the tasks that comprise this SOW. During the Cutover process, the following tasks will be completed.

- Production use of the existing version I/CAD system will be stopped. Downtime is generally less than 4 hours. Interface downtime can be far longer depending on circumstances surrounding the cutover.
- If new hardware was purchased to run the upgraded I/CAD system, the database will be cleaned of all test data.
- If new hardware was purchased to run the upgraded I/CAD system, the number tables between old version and new version will be synchronized to avoid any gaps in event and/or case numbers.
- If new hardware was purchased to run the upgraded I/CAD system, operators may connect to and begin using the upgraded system.
 - The system will be absent of any historical unit and event data until the backfill of data has been completed.

- The old version I/CAD database will be upgraded again to the new version. This is done to capture the entire event and unit history data which has been generated since the full system backup was taken for the I/CAD Database Upgrade task.

Task Completion Criteria

This task will be complete when the successful Cutover to live operations on the new version of I/CAD and I/CAD Interfaces has taken place.

TASK - POST CUTOVER SUPPORT

During this task, Hexagon resources will provide support for the Customer who has just cut over to an upgraded I/CAD and I/CAD interfaces system.

Task Assumptions

In addition to the general assumptions the following additional assumptions apply to this task:

- The first week of post-cutover support is provided on-site.
- The second week of post-cutover support will be provided on-site as per Customer request.
- Post-Cutover support is provided Monday-Friday during normal business hours. After hours support is provided for P1 system down errors only. All non P1 system down errors should be reported to the Customer designated resources and logged as an SR as soon as practical. Hexagon resources will address open SR's in order by priority.
- Any P1 system down issue should be immediately reported to the Hexagon Project Manager who will coordinate a proper response from Hexagon resources.
- Errors will be reported via the Siebel Customer Portal and contain all information required as specified on the Trouble Reporting Guide provided with this SOW.
- The Customer system administrator remains the primary point of contact and initial troubleshooting step for all errors during this task.
- The Customer system administrator maintains responsibility for core system administration tasks.

Task Prerequisites

The following items must be complete and fully deployed prior to beginning this task:

- All prior tasks must be completed.

Task Description

The Post-Cutover support task is designed to provide the Customer with dedicated, quickly accessible support for problems, questions, or errors encountered in the 10 business days following the Cutover to production use of the upgraded system.

During this task, Hexagon resources, working onsite the first week, and remotely the second week, will be assigned all SR's that are filed by the Customer against the upgraded system(s). Hexagon resources will work to identify and remedy the cause of the trouble reported.

Should the trouble discovered be categorized as a defect, the Hexagon resource will file a change request defect (CR-D) with the Hexagon product center. Any CR-D filed by the Hexagon resource becomes the responsibility of the Hexagon product center and shall not stop full system acceptance unless the priority of that CR-D is determined to be a priority one (1) or two (2). The priority levels are determined by the specifications in the Customer support agreement.

The Post-Cutover support period is not a configuration period. Requests for new configurations that are not related to resolving an error condition cannot be supported during this time frame. This is done to ensure the stability of the system delivered and that focus remains on errors or problems rather than the introduction of new opportunities for errors or problems.

Any SR's that remain open in Siebel at the end of the post-cutover support period will remain the responsibility of the services delivery team for resolution unless those SR's are linked to a change request defect (CR-D) or a change request enhancement (CR-E).

Task Completion Criteria

This task will be complete when the 10 business day post-cutover period has expired and all open errors have been addressed, or categorized as defects and filed with the product center.

ACCEPTANCE CRITERIA

All software and services shall be accepted with either written authorization by the Customer or upon cutover to production use of CAD/MPS 9.4, whichever comes first.

Note: If a delay in final acceptance is caused by another vendor or a state agency's ability to provide required deliverables and lasts for more than 30 days after the interface has been delivered by Hexagon, as ready to be placed into production, the interface shall be deemed accepted.

SCHEDULE

Scheduling of Hexagon's services will occur upon:

- (1) Receipt of this executed document,
- (2) Receipt of Customer's purchase order (if applicable), and
- (3) Verification that Customer has no past due payments to Hexagon.

Hexagon and Customer will determine a mutually agreeable schedule for completion of the deliverables as described in this SOW.

CONTRACT PRICE

Pricing for the SOW is in accordance with Hexagon's Quote to which this SOW is attached.

TERMS OF PAYMENT

Payment Milestone	Payment Percentage
Upon completion of the Project Kickoff Meeting	25%
Upon completion of Task - Server Staging	15%
Upon completion of Task - I/CAD Database Upgrade	15%
Upon completion of Task - Interface Upgrade	15%
Upon completion of Task - Customer Upgrade Configuration Testing	15%
Upon completion of Task – I/CAD Delta Workshop	10%
Upon acceptance as defined in Section: Acceptance Criteria	5%

Payment is due thirty (30) days from the date of invoice. An interest charge of two percent (2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.

TERMS & CONDITIONS

The terms and conditions governing this SOW are set forth in the Quote.

APPROVAL SIGNATURES

Signature by all parties listed below constitutes acceptance of and notice to proceed with this SOW, in accordance with this SOW.

This SOW may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

This document is approved by:

AUTHORIZED HEXAGON SIGNATURE		
Name:	Jennifer Williams - Director, U.S. Sales Accounting Hexagon Safety & Infrastructure	
Signature:		Date:

AUTHORIZED CUSTOMER SIGNATURE		
Name:		
Signature:		Date:

ATTACHMENT B: PROJECT DELIVERABLE SIGN OFF FORM

CUSTOMER NAME, ANYWHERE USA – PROJECT NAME

Submission Date:	Month/Day/Year	Sign-Off Target Date:	Month/Day/year
Submitted By:	Hexagon Contact Name	Submitted To:	Customer Contact Name
Customer Contract #:	Customer Contract Number	Customer/Project #:	Hexagon Project Number

TYPE OF DELIVERABLE

☐ SOW Tasks
 ☐ Payments
 ☐ Plans/Designs
 ☐ Training
 ☐ Other

DELIVERABLE INFORMATION

DELIVERABLE DESCRIPTION	\$AMOUNT OF PYMT
THIS SECTION DESCRIBES THE DELIVERABLE	(If applicable)

With the deliverable described above complete, the Customer shall have ten (10) business days after receipt of a written request from Hexagon, to either sign-off that the deliverable has been met or state in writing to Hexagon the reason the deliverable has not been met.

Sign-off of the deliverable shall be based solely upon the deliverable meeting the requirements stated in the Agreement between Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) business day period then the deliverable will be deemed to have been signed off.

The signature below acknowledges that the deliverable described in the Agreement and listed above meets all of the appropriate criteria for this item.

Customer acknowledges completion of this payment milestone according to the Contract Payment Milestone Schedule and provides authorization to invoice this milestone.

Authorized Customer Representative

Customer Contact Name

SIGNATURE

DATE

ATTACHMENT M: UPGRADE MAINTENANCE DETAILS

Site Number: 0085719

Base Part	Description	Qty
IPS0002	I/Dispatcher NL	9
IPS0004	I/Informer NL	1
IPS0004A	I/Informer to I/LEADS NL	1
IPS0007	I/Executive 2	1
IPS0009	I/Mobile Data Terminal NL	1
IPS0015	I/Tracker	1
IPS0038	I/Mobile	112
IPS0042A	I/NetViewer – 15 Users	1
IPS0052	I/Fire Station Alerting NL	1
IPS1163C	I/Map Editor CC – Comp	1
GSPX5006C	GeoMedia Advantage Component	1
IPS0001	I/Executive NL	1

ATTACHMENT D: PUBLIC SAFETY SYSTEM SPECIFICATIONS

General Notes

This document provides the specifications for hardware and software required to support the Intergraph I/CAD System, Intergraph InPURSUIT System, and BI Premium. This document is available online through the Knowledge Management System at:

<https://support.hexagonsafetyinfrastructure.com/infocenter/index?page=content&id=HOW3181> . To retrieve the specifications, enter the article ID “6706” or “Public Safety System Specification” in the Knowledge Search field. Before you proceed, make sure you have the most up-to-date version of this document.

The below specifications reflect technology that is currently considered standard and is routinely available from hardware vendors and should be used when purchasing new equipment. For those customers with existing hardware and planning on a software upgrade, these specifications are intended to serve as a guide for determining whether existing equipment should be upgraded or replaced to support a mission-critical configuration. These specifications apply to servers in any form factor, including rack mounted, blade, or standalone tower servers.

Intergraph Public Safety Virtual Environment Requirements

All Intergraph Public Safety servers have been tested in a virtual environment with VMware vSphere 5.x, and are supported as long as the dedicated resources meet or exceed the hardware CPU, memory, and disk space requirements detailed in this document. Intergraph recommends dedicated resources, meaning that the host resources should not be over-subscribed. If the recommendations listed below for VMs totals 50 cores then you should not run those VMs on a dual 10 core host with Hyper-threading enabled because that only provides 40 virtual cores for assignment. The same policy applies to memory and disk. These specifications apply to servers in any form factor, including rack mounted, blade servers, or standalone servers.

Licensing of the Windows Server OS, SQL Server, and especially Oracle may have unique licensing requirements under VMware.

The recommended disk configuration for the Operating System and Applications of the Virtual Machines (VMs) is RAID10 and should be on separate disks from any database disks.

For communication / interface servers, virtualizing the interface/ communication server is supported. If there are any serial RS232 interfaces on the communication / interface server, then a serial-to-IP conversion device will be required since a virtualized interface server may not have an RS232 port. For a Serial-over-IP device Intergraph has tested with the Digi PortServer® TS serial server.

http://store.digi.com/index.cfm?fuseaction=category.display&category_id=116

There are currently no plans to certify clients with virtualization.

Database Storage Requirements

It is very important to keep in mind that Intergraph developed the following hardware requirements with the best possible performance and safety in mind. We also kept at the forefront of our mind that the systems we provide support a life safety software application and need to be of the quality and heft to support the tasks for which they are designated. The very nature of the business in which our software operates does not tolerate average or sub-standard performance. When the outside world is at its worst our applications and their hardware platforms need to be at their best. Intergraph understands the requirements listed below may seem excessive. These requirements are meant to provide the required performance during a large incident when time is most critical. The hardware requirements outlined below were created to meet these goals.

Intergraph Public Safety Applications and their associated interfaces are database write\read intensive (65% write\35% read) applications. The single point of most likely bottleneck in a database server is the disk sub-system. When viewing our disk storage requirements focus on the performance more than on the disk space. Hexagon strongly encourages customers to use Solid State Drives (SSDs) on their database servers. SSDs can provide significantly better performance than spinning drives.

With regard to disk space requirements, consider how much historical data you want to keep on the live system. In particular, features such as attachments, GPS tracking data and external query results can increase the space requirements. Since the tables containing the attachments, GPS tracking, and external query results can become large, customers may want to place this data onto separate disks. For Oracle and SQL Server, the tables are specifically designed to be placed into separate tablespaces (Oracle) or filegroups (SQL Server) for performance and storage reasons.

Important: The size of your storage is dependent on several factors:

- Storing attachments, images, video, adorned event comments and tracking data in your database or a separate database

- How often you archive the data

For all customers, Hexagon recommends using SSDs for the database files. If the customer is not using SSDs, then Hexagon requires implementing dedicated LUNs and RAID10 groups specifically for the database files with as many fast spindles as your storage subsystem will allow. Please see the hardware configuration specifications on the following pages for the required number of disks or IOPs.

The database servers each have their own database files which must be on separate LUN groups if they are within the same storage array to insure optimal system availability and performance. Customers should not implement RAID5 or RAID6 for the database servers.

When Utilizing a SAN to support a virtual environment it is recommended that Solid State Drives be utilized to meet the IOPs requirements and spinning disks to meet the space requirements. Spinning disks of different speeds can be utilized such as 15K or 10K drives for active data and slower drives for backup volumes. The ideal configuration would be a SAN that Tiers data (places the most active data on the fastest drives and less used data on slower drives.)

CAD Specifications

CAD Database Servers (Including Web and Archive/Report Servers)

The specifications are organized by I/CAD System size in effective seats. Effective seats are computed via the following formula:

Effective seats = # of I/Dispatcher Clients + # of I/Calltaker Clients + # of OnCall Dispatch Clients + (# of MPS Clients)/5 + (# of MR Clients)/5 + (# of I/NetViewer Clients and I/NetDispatcher clients)/5

As an example, a customer site with:

- 10 - I/Dispatcher Seats
- 5 - I/Calltaker Seats
- 10 – OnCall Dispatch Clients
- 100 – Mobile Clients (Mobile\MPS concurrent counts)
- 250 – Mobile Responder
- 50 - NetViewer and NetDispatcher Clients

Would equate to: $(10+5+10) + (100)/5 + (250)/5 + (50)/5 = 105$ Effective Seats

The customer's hardware must meet the required specifications below in order for the CAD System to meet the published Hexagon performance standards.

Small Configuration: 1-50 Effective Seats

ITEM	SPECIFICATION
Processors	4 cores
Memory	32GB
Disks - OS	(2) - 15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2 SSDs RAID1 meeting specs similar to - Intel DC S3500 240GB SSDs ² OR SAN Space of 250GB and 5000 IOPS (Per DB) OR (10) –15K RPM disks RAID10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ³ Standard or DataCenter

RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R630 or HP DL380

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

² http://ark.intel.com/products/75680/Intel-SSD-DC-S3500-Series-240GB-2_5in-SATA-6Gbs-20nm-MLC

³ Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

Medium Configuration: 51-250 Effective Seats

ITEM	SPECIFICATION
Processors	8 cores
Memory	64GB
Disks - OS	(2) - 15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2 SSDs RAID1 meeting specs similar to - Intel DC S3500 480GB SSDs ² or Intel® SSD DC S3700 Series 400GB SSDs ³ OR SAN Space of 400GB and 10000 IOPS (Per DB) OR (14) – 15K RPM disks RAID10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ⁴ Standard or DataCenter
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R730 or HP DL380

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

² http://ark.intel.com/products/75680/Intel-SSD-DC-S3500-Series-240GB-2_5in-SATA-6Gbs-20nm-MLC

³ http://ark.intel.com/products/71915/intel-ssd-dc-s3700-series-400gb-2_5in-sata-6gbs-25nm-mlc

⁴ Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

Large Configuration: 251-500 Effective Seats

ITEM	SPECIFICATION
Processors	12 cores
Memory	64GB
Disks - OS	(2) -15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2-4 SSDs RAID1 meeting specs similar to - Intel® SSD DC S3700 Series 400GB ² or 800GB SSDs ³ OR SAN Space of 400GB and 20000 IOPS (Per DB) OR (24) –15K RPM disks RAID10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ⁴ Standard or DataCenter
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R730xd or HP DL380

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

²http://ark.intel.com/products/71915/intel-ssd-dc-s3700-series-400gb-2_5in-sata-6gbs-25nm-mlc

³http://ark.intel.com/products/71916/Intel-SSD-DC-S3700-Series-800GB-2_5in-SATA-6Gbs-25nm-MLC

⁴ Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

The usable storage capacity of a RAID 1+0 array is $(N/2) \cdot S_{min}$, where N is the total number of drives in the array and S_{min} is the capacity of the smallest drive in the array. It is recommended to use same size drive in the array.

Storage capacity examples: 24 - 146 GB drives with RAID 10 = 1752 GB total storage

CAD Archive Server

An archive database can be used to store years of data for reporting, while keeping the live system pruned down to a smaller size, to improve performance. The I/CAD BI Direct software typically reads data from an archive database and dependent on the site may run on the same server. If you are running BI Direct on the archive server it is recommended that you increase CPU, memory and storage by 4 cores, 32GB of memory and 300GB of space on the apps drive.

Keep in mind that adding additional cores to the Archive server will increase the licensing costs of the Database software. Each customer is encouraged to weigh their options. For a virtual environment a separate server is usually best.

The CAD Archive Server CPU count can be reduced to 4-6 cores usually without impacting performance. Be aware that reducing the core count will save SQL costs but the server should be monitored for performance impacts and adjust accordingly.

CAD Standalone BI Direct Server

ITEM	SPECIFICATION
Processors	6 cores
Memory	64GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ² Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

² Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

CAD Interface-Communication Servers

For sites with 1-250 Mobile clients, the following specifications are recommended. If the number of concurrent mobile servers exceeds 250 then it is recommended that Mobile be allocated its own Server, 1 server for every 450 concurrent mobiles. The specifications do not change per server.

If there are a large number of Interfaces (more than 30 or several high volume) then an additional Interface server may be required. Please consult with a system configuration consultant.

Note: The specifications for the interface server can vary based on Interface load and these specifications are considered a starting point

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹

Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ² Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

² Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

I/NetViewer and I/NetDispatcher Communications Servers

I/NetViewer and I/NetDispatcher will normally be installed on the archive server (Cannot reside with BI Direct). If the total number of concurrent users exceeds 100 then a separate web server is recommended. If the number of concurrent users exceeds 250 then additional web servers are required and a hardware load balancer is recommended. For information on the required Microsoft Internet Explorer version(s) supported please see the CAD Supported Environments documentation. The Workstation used to access the application should be on a network with a minimum of 1Mbps or higher of bandwidth per client to the database.

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ² Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

² Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

Communications Controller Servers

Intergraph Communications Controller is Hexagon's support for Next Generation Emergency Communications. This encompasses the handling of Next Generation calls and call data that will be received by the PSAP as they transition to Next Gen 911/112, etc. This includes a Call Control module that receives voice, TTY, and text calls with multimedia in the I/Calltaker and I/Dispatcher products. The following specifications are limited to no more than 75 ACD Communication Controller client positions and 20 shared lines.

Note: The secondary server provides hot backup in the event of the primary server going down. Due to the critical nature of PSAP 911 call taking, Hexagon requires redundant servers for Intergraph Communications Controller.

ITEM	SPECIFICATION
Telephone System	Intrado
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ² Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

² Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

Off Site Backup CAD Servers

If the Off Site CAD system performance is expected to match the system performance of the Production CAD system, then the Off Site system must be configured identically to the customer's Production system. This is the recommendation of Hexagon.

Test / Training CAD Database Servers

If the Test/Training system performance is expected to match the system performance of the Production CAD system (i.e. used for load testing), then the Test/Training system must be configured identically to the customer's Production system. The Test I/CAD System is used to test new functionality or updates prior to deployment on the customer's live system. A Training system is a copy of the customer's live system that is used to train new employees without impact to the live system. In addition to the hardware, if the customer requires an I/CAD system for Test/Training and wants that system performance to be identical to their Production system, then all software licenses must also be the same.

If test will not be utilized for load testing, follow the guidelines for a small site for server specifications. Usage of Standard edition for the database software is acceptable.

If a separate training environment will be utilized (Training licenses are required if training more than 30 days per year but can still exist on the test servers.) follow the guidelines for a small site for server specifications. Usage of Standard edition for the database software is acceptable.

Test and/or Training Interface Communications Servers

Configure the test/training servers identically to their production counterparts.

CAD Dispatcher / Calltaker Workstations

ITEM	SPECIFICATION
Processors	i5-3340 Processor or better (3 rd Gen) 64 bit OS
Memory	16GB
Internal Disk	80GB or greater
OS	Windows 10 or Windows 8.1
Monitors	Dual 21" or larger recommended ¹
Video Card	NVIDIA NVS 510 recommended. http://www.nvidia.com/object/nvs-510-graphics-card.html#pdpContent=2
Speakers	Yes
NIC	Single 1Gb required
Example Hardware	Dell Optiplex 7010, Precision T1700, or HP Z420

¹ The monitor and Video card in the CallTaker\Dispatcher workstations should be based on the customer's needs. The mapping workstation's Monitor and Video card should match those specified for the CallTaker and Dispatcher workstations to avoid visual discrepancies.

Interoperability Framework / BizTalk Servers

Non High Availability / Single Server Configuration

ITEM	SPECIFICATION
Processors	4-8 cores
Memory	32GB
Disks - OS	(2) - 15K RPM disks RAID1 ¹
Disks - Database and Logs	(4) – 15K RPM disks RAID10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ² Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

² Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

High Availability – Dual BizTalk Servers and Dual Database Servers

For customers that need high-availability configurations with redundant BizTalk servers, a hardware Network Load Balancer is **required**. Software-based load balancing is not sufficient.

BizTalk servers

ITEM	SPECIFICATION
Processors	4-8 cores
Memory	32GB
Disk - OS	(2) - 15K disks RAID 1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ² Standard or DataCenter
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

² Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

BizTalk Database servers – configured in a Microsoft Failover Cluster

ITEM	SPECIFICATION
Processors	4-8 cores
Memory	32GB
Disk - OS	(2) - 15K disks RAID 10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ² Standard or DataCenter
External Shared Storage (Attached to both servers)	(6) –15K Disks RAID 10 ¹
Example Hardware	Dell PowerEdge R630 + MD3220 or HP DL360 + MSA2000

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

² Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

Mapping Workstation Specifications

For Mapping, the best practice is to have the map staging database reside on a high powered map workstation for the following reasons:

- Much better performance; not impacted by slow networks

- There is no impact to the network during the map build processes

- A map build can still be done if the network is down or if IT is working on the network

It is not recommended that the map workstation be a server primarily due to the lack of a graphics card and this usually requires remote connections which limit the user to one monitor. These two factors severely impact the true colors, line widths, and look of the map file which makes it extremely difficult for the user to generate a map that will look and function properly in I/Dispatcher.

General Map Dataset Size Guidelines

Small to Medium dataset

- Small to medium city or rural county

- Estimated street centreline count is less than 200,000 and address point count is less than 200,000

Large dataset

- Highly urbanized city/county, multi-county, or state

- Estimated street centreline count is greater than 200,000 or address point count is greater than 200,000

Type I Configuration – Small to Medium Dataset; database is local on map workstation

ITEM	SPECIFICATION
Processors	Quad Core Intel 2.4GHz or better
Memory	16GB or better
Internal Disk ¹	250GB SSD w/Sustained Read/Write > 500 or better
OS	Windows 10- Professional or Windows 8.1 Professional
Monitors	Same as dispatch
Video Card	Same as dispatch
NIC	Single 1Gb required
Example Hardware	Dell Precision

¹ Oracle configurations require multiple (3 or more) independent drives for storage to separate tablespaces to different physical drives, typically OS/Software on one drive, data tablespaces on a second, and index and temporary space on a third, or there will be a large performance impact.

Type 2 Configuration – Small to Medium Dataset; database is on networked server

ITEM	SPECIFICATION
Processors	Dual Core Intel 2.4GHz or better
Memory	8GB or better
Internal Disk	250GB or better
OS	Windows 10 Professional or Windows 8.1 Professional
Monitors	Same as dispatch
Video Card	Same as dispatch
NIC	Single 1Gb required
Example Hardware	Dell Precision

Type 3 Configuration – Large Dataset; database is local on map workstation

ITEM	SPECIFICATION
Processors	Quad Core Intel 2.4GHz or better
Memory	32GB or better
Internal Disk ¹	(1) - 128GB SSD w/Sustained Read/Write > 500 or better (1) - 256GB SSD w/Sustained Read/Write > 500 or better
OS	Windows 10 Professional or Windows 8.1 Professional
Monitors	Same as dispatch
Video Card	Same as dispatch
NIC	Single 1Gb required
Example Hardware	Dell Precision

¹ Oracle configurations require multiple (3 or more) independent drives for storage to separate tablespaces to different physical drives, typically OS/Software on one drive, data tablespaces on a second, and index and temporary space on a third, or there will be a large performance impact.

Type 4 Configuration – Large Dataset; database is on networked server

ITEM	SPECIFICATION
Processors	Quad Core Intel 2.4GHz or better

Memory	16GB or better
Internal Disk	500GB or better
OS	Windows 10 Professional or Windows 8.1 Professional
Monitors	Same as dispatch
Video Card¹	Same as dispatch
NIC	Single 1Gb required
Example Hardware	Dell Precision

¹ The monitor and Video card should be the same as the I/Calltaker and I/Dispatcher workstations to avoid visual discrepancies.

Mobile Specifications

For the mobile environment, Hexagon recommends that you use the following criteria with regards to I/MDT licenses.

MPS – one instance of I/MDT can support 250

MR – one instance of I/MDT can support 2000

Blended – one instance of I/MDT can support 700 – 250 of which are MPS and 450 MR

Mobile Data Computers / Laptops and Tablets

ITEM	SPECIFICATION
Processors	i3-2350M Processor or greater (Not ARM)
Memory	4-8 GB ¹
Internal Disk	80GB or greater(Solid State recommended but not required)
OS	64-bit Windows 7, Windows 8.1, or Windows 10 ²
Video	1024X768 resolution display Touch screen recommended
Ports	RS-232 Serial\USB
Optical Drive	Recommended but not required
NIC	1GB physical and Wireless (WiFi and/or Cellular) 3G or 4G recommended of Cellular wireless data connectivity – either built-in or attached via USB port.
Example Hardware	Panasonic, Dell, or Samsung

¹MPS memory requirements are dependent on what other applications are being used such as Field Based Reporting, third-party citation application, etc.

²MPS has not been tested on Windows 8. MPS does not support Android/Apple iOS/Etc. It is a Windows-only product. Windows RT (Windows using ARM Processor) is not supported.

Mobile Responder

The following are the supported client devices for the Intergraph® Mobile Responder application:

Apple® Inc. devices (iPhone® and iPad®) with iOS™ 6.2 and up

Google® Inc. Android™ devices (ASUS™ Nexus 7, ASUS Nexus 10, and Galaxy S® III) with OS versions 4.2 and up

Windows Phone® (Nokia® Lumia™ 520) with Windows 8.0 and up, and Microsoft Surface Tablet® with Windows 8.0, Windows 8.1, or Windows RT

BlackBerry® devices (Q10, Z10, and Z30) with OS versions 10.2 and up

Note: The following functionality is not supported for the Blackberry devices:

Route Me from a Dispatch Report

Route Me from the Event Monitor

Map Caching

As well as a Windows Server 2008 R2 or later to host the Mobile Responder Web Service

Note: After performance testing of Mobile Responder, Hexagon has determined that 2000 Mobile Responder instances can be supported. This testing was performed with Mobile Responder only. Performance of Mobile Responder in a blended environment has not been tested.

For the servers, use the standard database server and CAD Interface Communication\Mobile Server specifications defined above. Hexagon highly recommends that Mobile Responder back office communications reside on a separate server than Interfaces but on the same server as MPS if installed.

Mobile Responder uses an internet based tile provider such as Google, Bing, Mapbox, MapQuest Open or any custom tile source a customer may have access to. If ESRI provides a tile source then the customer could choose to use the custom option. Hexagon uses an http based tile source to keep from having to put maps on thousands of devices (which may only have 8GB of storage).

Certification has been done on a limited number of devices due to the extreme diversity in the Android market. Testing has been done with the platforms and devices listed above. While other devices are certainly viable, Hexagon strongly recommends customers to test with a single device before purchasing large quantities.

See the Customer Support Web Page at [http://support.](http://support.hexagonsafetyinfrastructure.com/documents/Third%20Party%20Platform%20Support.pdf)

[hexagonsafetyinfrastructure.com/documents/Third%20Party%20Platform%20Support.pdf](http://support.hexagonsafetyinfrastructure.com/documents/Third%20Party%20Platform%20Support.pdf) for a definition of "Viable." The following Intergraph Mobile Responder functionality is not supported in Windows Phone or Windows Tablet devices:

QR Code Reader

Route Me from a Dispatch Report

Route Me from the Event Monitor

Microsoft® Bing™ Maps for Windows Tablet

Google Maps™ for Windows Tablet

GPS Units

Note: Intergraph AVL products only support the protocols listed below. Devices that support one of these protocols should be compatible with the Intergraph I/Tracker product.

Protocols supported

NMEA (National Marine Electronics Association)

TAIP (Trimble ASCII Interface Protocol)

OpenSky Subscriber Application Interface (M/A-COM Tyco Electronics – Revision 1.3)

BlueTree (IO Management and Event Reporting for the BlueTree 4000 and 5000 Series – Version 1.0)

OMA/MLP

Video Responder and I/Security System Specifications

The workstation specifications for your system are dependent on the video system provider and the I/Security workstations. For example, they may require a specific video card. The workstation specifications below are provided as a guideline and the customer should always check with their video system provider. For the servers, use the standard database server and communication server specification defined above.

Workstation Components for Video Responder

ITEM	SPECIFICATION
Operating System	Genuine Windows® 10 Professional, with Media, 64-bit, English
Processor	i7, quad- core, 2.4 GHz, 8 MB cache
Memory	16GB
Graphics	NVIDIA Quadro 4000 (2GB GDDR5 PCI Minimum: 256 MB PCI-Express x16 video card Recommended: NVIDIA Quadro K620 2 GB video card High Performance: 2 x NVIDIA GeForce GTX 970 4 GB video card GPU Considerations: Minimum of 2 GB of video RAM recommended. NVIDIA® Maxwell-based GPU recommended.

	Intel® Quick Sync Video is recommended only if the Intel discrete graphics card is directly connected to a display device. Two or more graphic cards can be used to support different monitors individually. To have the video decoding done on the card, at least one monitor must be connected to each card. NVIDIA® SLI™ bridge not supported. To accelerate the decoding of H.265 HEVC video you could use one of the following video cards: NVIDIA® GeForce® GTX 950 NVIDIA® GeForce® GTX 960
Hard Drive	250GB SATA 3.0Gb/s
Optical Devices	16X DVD-ROM
Hard Drive Internal Controller Option	Integrated Intel chipset SATA 3.0Gb/s controller
Multi Select Monitors	21 inch monitors

BI Premium for Public Safety – Server Requirements

There are three main server functionalities for BI.

Database Server

This server runs either SQL Server or Oracle, and hosts the Landing Zone, Data Warehouse, and the BOE and DS Repositories. (Note that SAP recommends against hosting the CMS on a shared database server as we typically install.)

Web Server

(Business Objects Enterprise)- This machine serves the Web access to Business Objects.

Data Services

This machine extracts the data from the CAD/RMS server to the Landing Zone, and then processes the data from the Landing Zone to the Data Warehouse.

And there is one potential server that is not decided yet.

Application Server This has been split in some installations from the Web Server. This was done in the API sites in Canada, they use a separate VM for the Geospatial server. We are waiting to decide what will happen with Geospatial in the 2.0 release.

Using our original size division, we provide three hardware configurations:

Small: Up to 50 active users

Medium: 51 – 250 active users

Large: 251 - 500 active users

A small configuration typically consists of two servers, one combined Database and Data Services machine, and a BOE web server.

A medium configuration splits the Database and Data Services onto dedicated machines, and increases capacity in all servers.

A large configuration again ups the specs, and adds an additional BOE application server for each 50 additional active users. (100 users would require a Database server, a Data Services server and two BOE servers.)

All servers should have Dual NIC cards (1Gb minimum), and standard peripherals.

BI Premium for Public Safety Data Services

ITEM	SPECIFICATION
Processors	4 cores
Memory	64GB

Disk - OS:	(2) – 15K RPM disks RAID1 2TB of additional log space 10-15K drives
Network	Dual 1GB required
Windows Server 64bit	DataCenter Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

BI Premium for Public Safety Business Objects Enterprise / Web Server

ITEM	SPECIFICATION
Processors	Small – 8 cores Medium\Large – 12 cores
Memory	Small – 32GB Medium\Large – 64GB
Disk - OS	(2) – 15K RPM disks RAID1
Network	Dual 1Gb required
Windows Server 64bit	Small - Standard Edition Medium\Large – DataCenter Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

Note: For a large system, we recommend adding an additional server for each additional group of 50 active users.

BI Premium for Public Safety Database Server

The BI Database Server must match the Database platform (Oracle\SQL Server) of the source system.

BI Premium for Public Safety – Specifications for a Small System

ITEM	SPECIFICATION
Processors	4 cores
Memory	32GB
Disks - OS	(2) - 15K RPM disks RAID1 ¹ OR 2 SSDs

Disks - Database and Logs	2 SSDs RAID1 meeting specs similar to - Intel DC S3500 240GB SSDs ² OR SAN Space of 250GB and 5000 IOPS (Per DB) OR (10) –15K RPM disks RAID10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ³ Standard or DataCenter
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R630 or HP DL380

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

² http://ark.intel.com/products/75680/Intel-SSD-DC-S3500-Series-240GB-2_5in-SATA-6Gbs-20nm-MLC

³ Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

BI Premium for Public Safety – Specifications for a Medium System

ITEM	SPECIFICATION
Processors	8 cores
Memory	64GB
Disks - OS	(2) - 15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2 SSDs RAID1 meeting specs similar to - Intel DC S3500 480GB SSDs ² or Intel® SSD DC S3700 Series 400GB SSDs ³ OR SAN Space of 400GB and 10000 IOPS (Per DB) OR (14) – 15K RPM disks RAID10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ⁴ Standard or DataCenter

RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R730 or HP DL380

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

² http://ark.intel.com/products/75680/Intel-SSD-DC-S3500-Series-240GB-2_5in-SATA-6Gbs-20nm-MLC

³ http://ark.intel.com/products/71915/intel-ssd-dc-s3700-series-400gb-2_5in-sata-6gbs-25nm-mlc

⁴ Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

BI Premium for Public Safety – Specifications for a Large System

ITEM	SPECIFICATION
Processors	12 cores
Memory	64GB
Disks - OS	(2) -15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2-4 SSDs RAID1 meeting specs similar to - Intel® SSD DC S3700 Series 400GB ² or 800GB SSDs ³ OR SAN Space of 400GB and 20000 IOPS (Per DB) OR (24) –15K RPM disks RAID10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	2012 R2 or 2016 ⁴ Standard or DataCenter
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R730xd or HP DL380

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

² http://ark.intel.com/products/71915/intel-ssd-dc-s3700-series-400gb-2_5in-sata-6gbs-25nm-mlc

³ http://ark.intel.com/products/71916/Intel-SSD-DC-S3700-Series-800GB-2_5in-SATA-6Gbs-25nm-MLC

⁴ Support and testing of Microsoft Windows Server 2016 operating system is pending release by Microsoft.

I/LEADS Specifications

I/LEADS RMS and Report Servers

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹
Database and Logs	(6) – 15K RPM disks RAID 10 ² (4 for the Database and 2 for the Logs)
Network	Dual 1Gb required
Windows Server 64bit	Standard Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R630 or HP DL380

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks. as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

²Hard drive size depends on call/report volume and data retention plans – high volume customers may require more and/or larger capacity disks.

I/LEADS / Records Explorer Workstations

ITEM	SPECIFICATION
Processors	Dual Core Processor
Memory	8GB
Internal Disk:	1-250GB
OS	Windows 7
Monitors	17" or larger Single and Dual displays are recommended
NIC	Single 1Gb required
Example Hardware	Dell Precision or HP Z400 series

inPURSUIT Client/Server RMS Hardware Overview

This section is meant to give a short overview of the hardware required for InPURSUIT Client/Server based on the size of the customer. The environment is meant to scale and therefore the number and types of servers needed for a smaller customer are different than for a larger customer.

Also InPURSUIT only supports Oracle as the database engine at this time.

A small customer with less than 50 concurrent users will require the following servers: (The services running on each server are listed for reference.)

- A Database server: if HA is desired then the DB should be implemented using DataGuard

 - Oracle Enterprise

- RMS Application Server

 - RMS Application

 - Address Server

 - Report server (with ad hoc reporting)

 - DULS (Unified Login System)

 - Interfaces (If a large quantity then can be on its own server)

A Medium customer with 51-250 concurrent users will require the following servers: (The services running on each server are listed for reference.)

- A pair of Database servers: should be implemented using DataGuard

 - Oracle Enterprise

- RMS Application Server

 - RMS Application

 - Address Server

 - Report server (with ad hoc reporting)

 - DULS (Unified Login System)

- RMS Interface Server

 - Interfaces (If a large quantity then can be on its own server)

A Large customer with 251-500 concurrent users will require the following servers: (The services running on each server are listed for reference.)

- A pair of Database servers: should be implemented using DataGuard

 - Oracle Enterprise

- RMS Application Server Pair implemented as a Microsoft Failover Cluster

 - RMS Application

 - Address Server

- Report Server

Report server (with ad hoc reporting)

DULS (Unified Login System)

RMS Interface Server

Interfaces (If a large quantity then can be on its own server)

FBR Servers

FBR server sizing should be done separate from regular RMS sizing. The number of FBR users should **NOT** be included in the total user count.

A single FBR Server can support up to 250 FBR users. If HA is desired add an additional server and configure as a Microsoft NLB group. If more than 250 users and HA is desired add 1 additional server for every 3 primary servers.

100 or less FBR users:

FBR Server (This server is only needed if these applications are included in the bid)

FBR

SQL Express

Queue (IIS based Microsoft Message Queuing)

Import (IIS based)

SyncServices (IIS based)

WorkFlow (Apache/TomCat based)

1 FBR Server for every 250 FBR Users configured as an IIS NLB group

FBR (This server is only needed if these applications are included in the bid)

FBR

SQL Express

Queue (IIS based Microsoft Message Queuing)

Import (IIS based)

SyncServices (IIS based)

inPURSUIT Client/Server RMS Database Servers

It is recommended that you use two servers configured with Oracle Data Guard, SQL Server is not supported.

ITEM	SPECIFICATION
Processors	Small & Medium 12 cores, Large 16 cores
Memory	Small 32 GB, Medium 64 GB, Large 64 GB

Disk - OS	(2) - 15K RPM disks RAID 1 ¹
Disk – Database and Logs	(8) – 15K RPM disks RAID 10 ¹ (2 for Logs, 6 for DB)
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Small – Standard Edition Medium\Large - Enterprise Edition/DataCenter Edition
RDBMS 64bit	Standard Edition Enterprise Edition if using DataGuard
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Hexagon recommends a minimum of 5 times the database size to allow for backups and maintenance.

Available Disk Space (minimum storage)

- Small 2TB
- Medium 4TB
- Large 6TB

RAID10 configuration

*in*PURSUIT RMS Application Servers (1 for small, 2 for medium, 2 or more for large)

ITEM	SPECIFICATION
Processors	16 cores
Memory	64 GB
Disk - OS	(2) - 15K disks RAID 1 ¹
Application Files and Logs	(4) – 15K RPM disks RAID 10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	DataCenter Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

inPURSUIT Client/Server Interface Server

ITEM	SPECIFICATION
Processors	8 cores
Memory	32 GB
Disk -OS	(2) - 15K RPM disks RAID 1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on number and type of interfaces and log retention plans – high volume customers may require larger capacity disks.

inPURSUIT Report Server

ITEM	SPECIFICATION
Processors	16 cores
Memory	32 GB
Disk - OS	(2) - 15K RPM disks RAID1 ¹
Applications and Database	(4) – 15K RPM disks RAID 10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

Available Disk Space (minimum storage)

- Small 2TB
- Medium 4TB
- Large 6TB

RAID10 configuration

inPURSUIT FBR Server

ITEM	SPECIFICATION
Processors	16 cores
Memory	32 GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹ (OS)
Application Files and Logs	(2) – 15K RPM disks RAID 10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
RDBMS 64bit	SQL Express
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

WebRMS Specifications

The WebRMS Database may be Oracle or SQL Server. When bid by Hexagon, a secondary\Redundant DB should always be included for redundancy. In addition a third Database for BI Direct is required. The BI Direct Database should use the same specifications as the production Database at this time.

For clients Hexagon recommends at a minimum a wired network connection speed of 10/100 with limited network noise for wired and 3G wireless. Optimum is 1mbps and 4G/LTE and/or 802.11g or n.

WebRMS DB Server2

ITEM	SPECIFICATION
Processors	Small 8 cores, Medium 12 cores, Large 16 cores
Memory	Small 32 GB, Medium 48GB, Large 64GB
Disk -- OS	(2) - 15K RPM RAID 1 ¹
Disk – Database and Logs	(6-10) – 15K RPM disks RAID 10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended

Windows Server 64bit	DataCenter Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

² If HA is desired then 2 DB Servers are required:

- SQL Server redundancy requires either shared storage configured as a Microsoft Failover Cluster or SQL AlwaysOn
- Oracle DataGuard requires each server to have its own storage
- Available Disk Space (estimated minimum storage)
- Small 2TB
- Medium 4TB
- Large 6TB
- RAID10 configuration

FBR\WebRMS Application Servers Small Configuration

ITEM	SPECIFICATION
Processors	8 cores
Memory	32 GB
Disk - OS:	(2) – 15K RPM disks RAID1
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	DataCenter Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

The application servers in the small configuration receive all of the WebRMS application components, and FBR. Each application server should be configured with Apache, IIS and 4 instances of TomCat, jobserver, CAGIS and SQL Express. If multiple Application servers are used they should be configured in an NLB group and reside on the same subnet.

WebRMS Application Server Medium and Larger Configuration

ITEM	SPECIFICATION
Processors	Medium - 8 cores Large - 16 cores ¹
Memory	32 GB
Disk - OS	(2) – 15K RPM disks RAID1 ²
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	DataCenter Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ It is always an option of having more, smaller servers versus having fewer larger servers. This may be the preference in a virtual environment. If redundancy is desired it is recommended to add one server for every three required servers. So to support 1000 users you could have 2 servers in the large configuration or 4 Medium servers. You could then add one server for redundancy.

² Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

The application servers (Minimum of 2) in the medium and large configuration receive all of the application WebRMS components, NOT including BI, configured as an NLB group. Each application server should be configured with 4 instances of TomCat, jobserver, and CAGIS. FBR is installed on the FBR Server.

WebRMS Apache\FBR Server Medium and Larger Configuration Only

ITEM	SPECIFICATION
Processors	Medium – 4 cores, Large 8 cores
Memory	Medium 8GB, Large 16GB
Disk - OS	(2) – 15K RPM disks RAID1
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ It is always an option of having more, smaller servers versus having fewer larger servers. This may be the preference in a virtual environment. If redundancy is desired it is recommended to add one server for every three

required servers. So to support 1000 users you could have 2 servers in the large configuration or 4 Medium servers. You could then add one server for redundancy.

The WebRMS FBR Servers (Minimum of 2) in the medium and large configuration receive all of the application for FBR as well as SQL Express and Apache. FBR can also be pointed to the primary SQL Server if desired. The FBR servers are configured as an NLB. The small configuration can handle 250 users, the medium 500 and the large 1000.

WebRMS Interface-Communication Servers

ITEM	SPECIFICATION
Processors	8 cores
Memory	16GB
Disk - OS	(2) - 15K RPM disks RAID1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

WebRMS Standalone BI Direct Server

ITEM	SPECIFICATION
Processors	6 cores
Memory	64GB
Disk - OS	(2) - 15K RPM disks RAID1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

WebRMS Tablet Workstation Specification

The customer's hardware must meet the required performance specifications below in order for the system to meet the published Hexagon performance standards.

ITEM	PERFORMANCE SPECIFICATIONS
Processors	Dual Core processor or better
Memory	2GB
Internal Disk	10 GB
Network	Single 1Gb required, Wireless (WiFi and/or Cellular) 802.11g or 802.11n 3G or 4G LTE recommended Cellular wireless data connectivity – either built-in or attached via USB port.
OS	Windows 10 64bit iOS 9.x, Android 5.x
Browsers	Internet Explorer, Mozilla Firefox, Apple Safari and Google Chrome. *See the supported environments documents for specific browser version
Example Hardware	Apple iPad 4 th generation, HP ElitePad, Samsung Galaxy Tab A, Panasonic Toughbook 20, Dell or HP compatible
Screen Size and Resolution	Minimum of 9.70" screen size Resolution must be at least 1152x768

The system does not require a USB port. However, if the agency has equipment that requires a USB port, they will need to purchase hardware that includes the necessary USB ports.

WebRMS and CAGIS Workstation Specification

The customer's hardware must meet the required performance specifications below in order for the system to meet the published Hexagon performance standards, for combined CAGIS and WebRMS workstations.

ITEM	PERFORMANCE SPECIFICATIONS
Processors	Quad Core processor or better
Memory	8GB
Internal Disk	80GB
Network	Single 1Gb required, Teamed redundant NICs recommended
OS	Windows 7 64bit Windows 8.1 64bit or Windows 10 64bit
Browsers	See the supported environments documents
Example Hardware	Dell or HP compatible

The system does not require a USB or serial port. However, if the agency has equipment that requires a USB or serial port, they will need to purchase hardware that includes the necessary USB or serial ports.

inPURSUIT FBR Computer / Laptop Hardware Specifications

ITEM	PERFORMANCE SPECIFICATIONS
Manufacturer	Dell XFR or Panasonic Toughbook Ruggedized w/Touchscreen (or similar)
Operating System	Windows 7 64bit
Processor	Intel or AMD Quad-Core processors
RAM	8GB (4GB minimum)
Hard Drive Space Available	40GB (10GB Available space minimum)
Serial Ports (RF Systems)	1
Network Cards	1GB physical and Wireless (WiFi and/or Cellular) 3G or 4G recommended of Cellular wireless data connectivity – either built-in or attached via USB port.
Installed Applications	Latest Service Pack, .NET 4.5, M/S SQL CE SP2, Adobe Reader, Active Reports

System Software Specifications

For information on the System Software requirement see the Supported Environments documentation on the Customer Support page. To access the supported environments document from the support page

Go to the [Hexagon Safety & Infrastructure Support Portal](#).

Under the **Please Sign In** heading, type your username and password and click **Login**. If you are not a registered user, click the **Not a Registered User?** link.

Click the **Products (A-Z)** tab.

From the **Product Family** list, click the link to your product family.

On the **Family** page for your product, click the link for your product.

On the product page, do one of the following:

Under **Product Information**, if the **Product Releases** are listed, click the product release. On the **Product Release** page, click the document you want to read:

To read about system requirements, click **Supported Environments**.

Appendix A - Operating System Best Practices

Overview

How the operating system is configured can greatly impact the installation and setup of the Intergraph applications downstream. Taking steps early in the setup of the server to ensure a proper configuration will make later software installation and configuration far easier.

Machine Names

Every computer is given a name that can be used to access resources on that computer. This is often referred to as the node name, NetBIOS name, or machine name. This is probably the one aspect of standard server configuration that is likely to be dictated by the customer. It is not uncommon for large IT organizations to have naming conventions in place (Called UNC – Universal Naming Convention) that they want applied to all devices within the span of their control. Computer names should be limited to 15 characters.

The following table shows the desired server name conventions for a standard I/CAD installation should the customer have no preference:

PURPOSE	SUGGESTED NODE NAME	NOTES
Active CAD Database	CAD01	
Standby CAD Database	CAD02	
Primary Com/Interface	CADCOM01	
Additional Com/Interface	CADCOM02	Increment number as needed (CADCOM03, etc.)
CAD Training Server	CADTRAIN01	
CAD Test Server	CADTEST01	
Mapping Server	CADMAP01	

Machine names should be finalized before the database applications are installed. This is far more important in an Oracle or Cluster setup than in SQL Server but is best to have the names cemented before application installation and setup occurs.

Domain

If the customer is using an existing domain, the machines will have to be joined to the domain by a customer who has a domain administrator account. If your site is standing up a domain for the first time, and Hexagon is responsible for its configuration, work closely with your Hexagon implementation consultant to insure domain best practices are followed.

Important: If you are going to use SQL Server AlwaysOn Availability Groups as your high availability solution, then Hexagon recommends having the database servers be part of the same Windows domain. However, SQL Server 2016, running on Windows Server 2016, does support having the database servers in different Windows domains, or not in any Windows domain, but the setup for this configuration is more complicated than having the database servers in the same Windows domain. When configuring an AlwaysOn cluster, you will need to create an account for SQL Server to run under.

The requirements for the account are:

- It must be a domain level account

- It should have a complex password

- The password should be set to never expire (This doesn't mean that you can't change it but that it needs to be done in a controlled fashion.)

- The account needs full control of the AD Computer objects that will participate in the cluster

- The AD Computer object for the cluster needs to be pre-staged.

Reference article:

<https://technet.microsoft.com/en-us/library/dn466519.aspx>

- Create the object

- Grant the service account full control

- Disable the account

- If this is for WebRMS then the AlwaysOn Listener also needs to be pre-staged

Reference Article:

<http://stackoverflow.com/questions/13717574/sql-availability-group-listener-creation-fails>

- Create the object

- Grant the cluster computer object full control of the listener object

- You can disable it but it is not required.

If you are going to use SQL Server Database Mirroring as your high availability solution, it is important to obtain a domain login that can be used as a service account for running the database related services. The account will need administrator privileges on the local machines running the database applications, but does not need to be a domain administrator account. The passwords should be set to never expire.

It is recommended but not required that a domain controller and DNS server be collocated with the Public Safety Servers. If these services are provided from a remote location and the connection is lost it will impact functionality.

User Accounts

Hexagon staff working on the project may require administrator privileges on the machine.

If the customer has a domain and the machines are joined to the domain, the customer may choose to create domain level logins for Hexagon personnel. If this is the case, then each Hexagon domain account will need to be granted the appropriate permissions for the tasks they are performing.



HEXAGON
SAFETY & INFRASTRUCTURE

Customer:	San Angelo, TX City of
Quote Number:	2017-48609 rev. 1
Quote Date:	February 10, 2017
Expiration Date:	May 31, 2017

TO: James Gore
San Angelo, TX City of
401 Beauregard

San Angelo , TX 76903

USA
Tel: (325) 659-8013

Please feel free to contact us at any time. We would be more than happy to assist you with any questions or provide you with additional information. Thank you for your interest in Hexagon Safety & Infrastructure. We look forward to working with you in the future.

Thanks for your business and best regards!

Jason Putnam
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Hexagon Safety & Infrastructure
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Cell: +1 8173125577
Email: jason.putnam@hexagonsi.com
www.hexagonsafetyinfrastructure.com

www.hexagonsgeospatial.com



HEXAGON

SAFETY & INFRASTRUCTURE

Customer:	San Angelo, TX City of
Quote Number:	2017-48609 rev. 1
Quote Date:	February 10, 2017
Expiration Date:	May 31, 2017

This quotation has been prepared for:

James Gore
San Angelo, TX City of
401 Beauregard
San Angelo, TX 76903
USA
Tel: (325) 659-8013

Ship To:

San Angelo, TX City of
401 East Beauregard
San Angelo, TX 76903

Bill To:

San Angelo, TX City of
401 Beauregard
San Angelo, TX 76903

United States

Product Configuration Listing

Part Number	Description	Qty	Net Price	Ext Price
SPRSVC9001SYSSVC	Upgrade, Training, And Data Conversion Services	1	\$240,596.00	\$240,596.00
TRAVEL-ICSRMS	Travel - I/LEADS Upgrade	6	\$2,400.00	\$14,400.00
Product Total				\$254,996.00

Maintenance Configuration Listing

Intergraph Corporation has elected to do business as: "Hexagon Safety & Infrastructure," in certain public safety, utility delivery, transportation, and information technology markets; "Hexagon Geospatial," in certain geospatial markets; and, "Process, Power & Marine," in certain engineering markets. These alias and trade names do not reflect any change of legal corporate entity, applicable tax identification number, or similar formalities.

This quotation is provided subject to the attached terms and conditions.

You will be sent a confirmation of purchased maintenance services by the Hexagon Customer Services Administration department. If maintenance is not purchased at the same time as you purchase products listed in this quotation, you may purchase the maintenance for the products at a later date; however reinstatement or upgrade fees shall apply.



HEXAGON

SAFETY & INFRASTRUCTURE

Customer:	San Angelo, TX City of
Quote Number:	2017-48609 rev. 1
Quote Date:	February 10, 2017
Expiration Date:	May 31, 2017

Summary

	Net Price
Services:	\$254,996.00
Total Price*:	\$254,996.00

*Tax included in this quotation is an estimate only. Final tax billed will reflect the applicable tax rates at time of sale as required by law.

Notes:

Any commercial Off-the-shelf product information Hexagon has shared with its audience during the proposal / contract activities to date, were to provide an understanding of Hexagon's current expected direction, roadmap or vision and is subject to change at any time at Hexagon's sole discretion. Hexagon does not commit to develop the future features, functions and products discussed in this material beyond that which is specifically committed to be provided by Hexagon as part of the intended contract. The audience of this material should not factor any future features, functions or products into its current buying decision since there is no assurance that such future features, functions or products will be developed. When and if these future features, functions or products are developed, they will generally be available for licensing by Hexagon.

To place an order against this quotation, please either fill in the required information below and have an authorized representative of your company sign this quotation, have your company issue a purchase order with the required information below and reference this quotation number, or have your company remit payment via one of the methods described in the billing and payment instructions that follow, making sure to include a reference to this quotation number. Please submit the signed quotation, your purchase order, or payment to the Order Administration desk in accordance with the contact information provided below. This agreement shall only become binding and effective upon the written acceptance by Hexagon or the first delivery of the products/services within this quotation. The terms and conditions of this quotation cannot be superseded, altered, modified, or amended by subsequent Purchase Order or writing received from customer without the express written consent of Hexagon.

Attn: Hexagon Administration
Intergraph Corporation
P. O. Box 240000
Huntsville, AL 35813
Phone: (256) 730-2705
Fax Numbers: 800-239-2972 or 256-730-6089
Email: hsiodersall@hexagonsi.com

San Angelo, TX City of

Signature: _____

Printed Name: _____

Phone: _____

Date: _____

PO reference(if required for invoicing): _____



HEXAGON

SAFETY & INFRASTRUCTURE

Customer:	San Angelo, TX City of
Quote Number:	2017-48609 rev. 1
Quote Date:	February 10, 2017
Expiration Date:	May 31, 2017

Please check to indicate payment and billing instructions:

- ☐ My PURCHASE ORDER (PO) is attached. (Your order will be processed upon written acceptance by Intergraph. Terms and conditions printed on a customer PO shall not supersede the applicable terms and conditions attached to this quotation.)

PO Number: _____ PO Amount: _____

- ☐ I wish to pay by CREDIT CARD. Intergraph will contact you to obtain the credit card number. Please provide the name and telephone number of the credit card holder below. (Your order will be processed upon written acceptance by Intergraph and upon authorization/approval of your credit card.)

Name as it appears on Credit Card: _____

Telephone number of Cardholder: _____

Signature of Cardholder: _____

- ☐ INVOICE ME based on my returning this signed acceptance sheet. (Your order will be processed upon written acceptance by Intergraph and upon credit approval.)

- ☐ My CHECK payable to Intergraph Corporation has been sent to the following address

Intergraph Corporation
7104 Solution Center
Chicago, IL 60677-7001

(Your order will be processed upon written acceptance by Intergraph and after your check clears - approximately 5 days after receipt by our lockbox.)

Check Number: _____ Check Amount: _____

- ☐ My DOMESTIC WIRE PAYMENT has been wired to:

ABA Number: 021000018
Bank Name: Bank of New York Mellon, New York, NY
Favor of: Bank: SEB (Skandinaviska Enskilda Banken)
Account Number: 890 043 9688
For further credit to: Intergraph Corporation SGI Division, Account #00007583

- ☐ My ACH PAYMENT has been sent to:

Account Number: 1030429611
Company Name: Intergraph Corporation SGI
Routing Number: 043000096
Beneficiary Bank Name: PNC Bank N.A.
Address: Pittsburgh, PA 15222
Phone#: 1-877-824-5001, Opt 1 and Opt 3
Contact: Lockbox Group, Product Client Services

(Your order will be processed upon written acceptance by Intergraph.)



Hexagon Safety & Infrastructure

Terms & Conditions for Basic Consulting Services

This agreement ("Agreement") Constitutes the terms and conditions of the delivery of Hexagon Services to the Customer.

1. Definitions. As used in this document:

- (a) "Basic Consulting Services" means Services done on a time and materials basis or firm fixed price basis.
- (b) "Customer" means the entity or person ordering Hexagon Services pursuant to this agreement.
- (c) "Customized Software" shall mean those Deliverables developed for the Customer under this Agreement, as well as any Hexagon proprietary information that may be developed or that may be embodied in any Deliverable under this Agreement.
- (d) "Deliverable" means any data, document, information, software, or material provided to Customer as a product of Hexagon's performance of Services pursuant to this agreement.
- (e) "Hexagon" means Intergraph Corporation doing business as Hexagon Safety & Infrastructure.
- (f) "Services" means professional consulting or other professional information technology services.
- (g) "Third Party" means any other Hexagon division other than the Security, Government & Infrastructure division or any company, person, or entity other than Hexagon.

2. Scope of Agreement. Hexagon will provide Services to Customer as stated on the Hexagon quote and/or mutually agreed upon statement of work. Services as specified will be performed during a standard workweek, based on an eight (8) hour day.

- (a) For time and materials Services, Services will be provided up to the maximum amount of time as stated on the Customer's Purchase Order. Hexagon cannot commit to firm deliverables or schedule. Hexagon will apply best efforts to the completion of the applicable statement of work; however, should the Services require more time than estimated, Hexagon will obtain Customer's written approval and bill the time at the rate stated in this Agreement. If additional Services or follow-on support is required beyond the scope of statement of work, the additional effort will be estimated and an additional scope of work submitted to Customer for acceptance prior to Hexagon beginning the additional effort.
- (b) For firm fixed price Services, the Deliverables will be stated in the Hexagon quote and/or mutually agreed upon statement of work.

3. Terms of Payment. The Hexagon payment terms are net thirty (30) days from the date of invoice.

- (a) For time and materials Services, Hexagon will invoice the Customer for all hours expended and travel expenses incurred on a monthly basis, or after all purchased hours have been expended, whichever occurs first.
 - (b) For firm fixed price Services, Hexagon will invoice the Customer upon completion of the project, or in accordance with any billing milestones specified in the statement of work.
 - (c) An interest charge of two percent (2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.
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- (d) Customer agrees to reimburse Hexagon for all travel and travel-related expenses at Hexagon's cost plus a ten percent (10%) administrative fee.
4. Acceptance. For time and materials Services, acceptance of time and materials hours expended in accordance with this agreement shall be deemed to have occurred as the hours are performed by Hexagon. For firm fixed price Services, acceptance of any Deliverables shall be deemed to have occurred upon delivery of each Deliverable by Hexagon to Customer or completion of each Service described in the statement of work.
5. Limitation of Liability. IN NO EVENT WILL HEXAGON BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL HEXAGON'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT HAS BEEN PAID BY CUSTOMER UNDER THIS AGREEMENT AT THE TIME A CLAIM IS MADE. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.
6. Intellectual Property Ownership. The Customer understands that Hexagon possesses information and data that was developed, created, or discovered by Hexagon, or that has become known to or has been conveyed to Hexagon, that has commercial value in Hexagon's day-to-day business. Hexagon considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, trade secrets, copyrights, inventions (whether patentable or not), concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs, all of which shall hereinafter be singularly or collectively referred to as Hexagon's Intellectual Property. Customer shall maintain the confidentiality of all Deliverables as it would confidential information/data of its own and shall not disclose same to any Third Party without the prior written consent of an authorized Hexagon contracts representative. The Services and Deliverables provided to Customer pursuant to this agreement are not "work for hire." Any patentable or unpatentable discoveries, ideas, methods, techniques, know-how, concepts, or products; or any works fixed in any medium of expression, including copyright and mask work rights; or any other intellectual property created by Hexagon during the course of the Services shall be the sole and exclusive property of Hexagon. Except as set forth below, no direct or indirect ownership interest or license right in the Services or Deliverables are granted or created by implication. Hexagon may perform the same or similar services for others.
7. License to Use Deliverables. Hexagon grants to Customer a personal, nontransferable, nonexclusive license to use and copy for Customer's internal business purposes only those Deliverables that are not software. All Hexagon software Deliverables and Third Party software furnished to Customer by Hexagon hereunder shall remain the property of Hexagon or the respective Third Party. Hexagon Customized Software is licensed for use by the Customer subject to Hexagon's End User Software License Agreement. Customer agrees to execute the applicable Hexagon End User License Agreement for Hexagon Customized Software that is furnished without an included End User License Agreement. Customer agrees to execute any applicable Third Party end user license agreement for Third Party software that is delivered to the Customer without an included Third Party end user license agreement.
8. Infringement. In the event of any proceeding against Customer arising from allegations that the Deliverables or Services furnished by Hexagon infringes U.S. patent, copyright, trade secret, or other proprietary right of any Third Party, Hexagon will, if such allegation is not a result from modifications made by Customer, defend or settle such proceeding, at Hexagon's expense, provided Customer promptly notifies Hexagon in writing and grants Hexagon full authority to defend and settle such proceeding. Hexagon shall make such defense by counsel of its own choosing and Customer shall cooperate with said counsel.
9. Non-Disclosure.
- (a) "Proprietary and/or Confidential Information" means all nonpublic information disclosed by either party or their agents to the recipient that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to the disclosing party's discoveries, ideas, know-how, concepts, designs, drawings, specifications, techniques, models, data, documentation, diagrams, flow charts, algorithms, procedures, discoveries or inventions, and all
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materials, texts, drawings, specifications, source code and other recorded information, in preliminary or final form and on any media whatsoever, that are conceived, reduced to practice, developed, discovered, invented or made by the disclosing party, research, development, processes, procedures, software or other technology developed or owned by the disclosing party; any computer program, marketing and development plans, customer names and other information relating to customers, business plans, and other business affairs, and (ii) third-party information that either party is obligated to keep confidential.

- (b) Both parties to this Agreement recognize that during the pre-proposal, proposal, and post-proposal effort for the work performed, it may be necessary to share and/or exchange information and data which may be considered confidential, proprietary and/or competition sensitive. This Agreement specifies the process that shall be followed when confidential; proprietary and/or competition sensitive information is exchanged in written or verbal form, as further described in paragraphs (c) and (d) below.
- (c) Any confidential, proprietary and/or competition sensitive information exchanged by the parties and entitled to protection hereunder shall be identified by the furnishing party as confidential, proprietary and/or competition sensitive by (i) appropriate stamp or marking on the documents exchanged, or (ii) written notice of any disclosures made under assertion of confidentiality, sent to the receiving party no later than two (2) weeks after disclosure, with listings of all proprietary material and appropriately stamped or marked summaries of such other disclosures.
- (d) Verbal communications, which are considered confidential, proprietary and/or competition sensitive, may also be conducted as part of the normal discussion activities. Prior to these verbal communications, an announcement will be made that the conversation to follow is to be considered confidential, proprietary and/or competition sensitive, and at the conclusion of that part of the conversation that is considered confidential, proprietary and/or competition sensitive, an ending comment will be made so as to bracket the information which is considered to be confidential. Both parties agree to hold such verbal information in confidence in accordance with this Agreement. Verbal exchanges considered confidential, proprietary and/or competition sensitive will be confirmed in writing within two (2) weeks from the date of the transmission of the information.
- (e) The receiving party will hold such confidential, proprietary and/or competition sensitive information in confidence for a period of three (3) years from the date this Agreement is terminated, and during such period will use such information only for evaluation purposes and will make such information available only to its employees having a "need to know" in order to carry out their functions in connection with the purpose of this Agreement. Unless authorized in writing by the party originally transmitting such confidential, proprietary, and/or competition sensitive information hereunder, the receiving party will not otherwise use or disclose such confidential, proprietary, and/or competition sensitive information during the above-mentioned three (3) year period, after which period the duties of the receiving party with respect to confidential, proprietary, and/or competition sensitive information it has received from the furnishing party shall be governed solely by copyright and patent laws, except in the case of software, for which the obligations shall continue until the occurrence of any circumstances listed herein Article (e).

Information shall not be afforded the protection of this Agreement if, on the effective date hereof, such information has been or from the time thereafter such information is:

- 1. Lawfully developed by the receiving party independently of the information received from furnishing party;
 - 2. Rightfully obtained without restriction by the receiving party from a Third Party;
 - 3. Publicly available other than through the fault or negligence of the receiving party;
 - 4. Released without restriction by the furnishing party to any Third Party;
 - 5. Disclosure is required by a judicial order or decree of governmental law or regulation, provided that the receiving party promptly notifies the furnishing party of such requirement and reasonable opportunity is allowed by the receiving party for the furnishing party to file for or obtain a protective order or otherwise proceed to protect under applicable law the interests of the furnishing party.
- (f) Should the receiving party be faced with legal action regarding disclosure of information under this agreement, the receiving party shall forthwith notify the furnishing party, and, upon the request and at the expense of the latter, shall cooperate with the furnishing party in contesting such a disclosure. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where the proper degree of care has been exercised; provided, that upon discovery of such inadvertent
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disclosure, it shall have endeavored to prevent any further inadvertent disclosure and to correct the effects of any such inadvertent disclosure.

- (g) All proprietary information furnished hereunder shall remain the property of the furnishing party and shall be returned to it or destroyed promptly at its request together with all copies made thereof by the receiving party hereunder. The parties shall employ the same standard of care it uses to protect its own proprietary information, but in any event, no less than reasonable care.
 - (h) No license under any patents or any other proprietary right is granted or conveyed by one party's transmitting proprietary information or other information to the other party hereunder, nor shall such a transmission constitute any representation, warranty, assurance, guaranty or inducement by the transmitting party to the other party with respect to infringement of patent or any other proprietary right of others.
 - (i) Obligations of the parties with respect to information exchanged under this Agreement prior to its termination shall survive and continue for the time period specified in Article (e) above.
10. **Employment.** During a period from the commencement of the work described in the statement of work to twelve (12) months after its completion, Customer shall not employ or engage on any other basis or offer such employment or engagement to any of Hexagon's employees who have been associated with providing services in the statement of work without the prior written approval of Hexagon. Customer agrees that if it employs or engages any Hexagon employee contrary to the preceding paragraph, it shall be liable to Hexagon for liquidated damages in an amount equal to such employee's salary per annum at the time of leaving the employment of Hexagon.
11. **Taxes.** Prices are exclusive of all federal, provincial, or local sales, use, property, gross receipts, value added or similar taxes based upon amounts payable to Hexagon pursuant to this Agreement ("Taxes"). Such Taxes however do not include franchise taxes or taxes based on net income. Customer agrees to pay Hexagon any applicable Taxes or provide Hexagon documentary evidence of an appropriate statutory exemption.
12. **Maintenance.** Customer shall be responsible for the maintaining any Deliverables provided. In the event Customer elects to have Hexagon perform such maintenance, such maintenance may be provided at prevailing consulting service rates pursuant to an additional order or statement of work.
13. **Governing Law.** This agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Alabama, and the Parties agree to attorn to the jurisdiction of the courts of that State.
14. **Export Control.** With respect to the export by Customer of information and/or Technical Data received as a result of Services rendered under this Agreement, whether in written or non-written form and including documentation pertaining thereto or anything containing the Information and/or technical data; the disclosure of the information and/or technical data to a non U.S. national, or any other activities relating to the Services, Customer agrees that it shall obtain any and all necessary or appropriate export licenses, permits, or other authorizations and shall otherwise comply with all statutes, regulations, or other requirements of any governmental agency. Notwithstanding the foregoing, Hexagon's Information and/or technical data are subject to export controls promulgated by the Government of the United States. Customer warrants that it will not export or re-export, either directly or indirectly, any such information and/or technical data or restricted direct Information and/or technical data thereof without first obtaining any necessary authorization from the U.S. Government when required. Customer agrees to comply with all U.S. laws and regulations and to furnish and/or sign any and all applicable export documents required to comply with U.S. licensing requirements prior to Information and/or technical data shipment. Hexagon cannot be held responsible for the delay in delivery of any training or Services for which an Export License is refused or delayed by-the U.S. Government.
15. **Place of Performance.** If any work needs to be performed at Customer's location, Customer agrees to provide, at its own expense, appropriate work place accommodations, computer equipment, software, and necessary access for Hexagon personnel.
16. **Term and Schedule.** The Term and Schedule for Services provided under this agreement will be stated on the Hexagon quote and/or mutually agreed upon statement of work.
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17. Disclaimer of Warranties. Hexagon does not warrant the type, quality, or results of any Services or Deliverable provided under this SOW. All Services and Deliverables are provided "AS IS" and without warranty of any kind. HEXAGON DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON SERVICES AND DELIVERABLES FURNISHED HEREUNDER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON.
18. Assignment. Neither Party hereto shall attempt to assign or transfer any rights, benefits, or obligations pursuant to this Agreement without the prior written consent of the other Party and any attempted assignment or transfer without such consent shall be void.
19. Entire Agreement. These Terms and Conditions together with the Hexagon quote or the applicable statement of work constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior discussions, agreements, representations, statements, negotiations, and undertakings whether written or oral, and no reference to prior dealings may be used in any way to modify the expressed understandings of this Agreement. Any future representations, promises and verbal agreements related to products, product features, future product enhancements, product functionality, or Services covered by this Agreement will be of no force or effect unless reduced in writing and made a part of this Agreement. This Agreement may not be amended or modified unless done so in writing signed by authorized representatives of both Parties. No provision of these Term and Conditions shall be construed as modifying the provisions of any other agreement between Subscriber and Hexagon. Terms and Conditions stated on a Subscriber purchase order will not override the above stated Hexagon Terms and Conditions.

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ADDENDUM ONE TO
THE
TERMS AND CONDITIONS FOR BASIC CONSULTING SERVICES

Statement of Work for T&M Labor Services

In addition to the Terms and Conditions for Basic Consulting Services to Customer (the "Agreement"), the following terms and conditions apply to any time and material ("T&M") Services statement of work ("SOW") or T&M quotation. Notwithstanding the article entitled "Entire Agreement" set forth in Agreement, the SOW shall supplement the Agreement and have precedence over conflicting terms of the Agreement for any Services in the quotation to which this SOW is attached.

1. **Scope of Services.** Hexagon will provide Services only at the defined labor category on an hourly basis up to the maximum hours set forth in the quotation to which this SOW is incorporated. Subject to the exclusions in Section 3 below, actual tasks to be performed will be determined mutually by the Customer and Hexagon. Customer will be invoiced for actual hours of the Services performed under a T&M contract type as set forth in Section 3(a) to the Agreement. Services will be performed during Hexagon's regular business hours (7:30 am - 4:15 pm Central Time Monday through Friday, Hexagon holidays excluded) either remotely or at the Customer's facility if mutually agreed upon by the parties in advance.
 2. **Period of Performance.** Once executed, the SOW is valid for up to six (6) months from the execution ("Period of Performance"). After the expiration of the Period of Performance, Hexagon will not be able to provide Services hereunder without issuance of a new quotation and SOW. Any additional Services required during the Period of Performance or Services required after the Period of Performance can be quoted separately by the applicable Hexagon Account Manager or Program Manager upon request.
 3. **Exclusions.** Hexagon does not commit to provide any firm Deliverables under the SOW, including but not limited to programming or software development, configuration or customization of software, training, documentation, reports, creation of maps, interface development or installation, software installation services, software customization services, physical move of equipment, etc. Excluded services can be quoted separately by a Hexagon Account Manager or Program Manager upon request.
 4. **Schedule.** Hexagon will schedule Services: (i) upon receipt of this executed quotation, (ii) receipt of Customer's purchase order (if a Purchase Order is required as indicated on the payment and billing instructions of the quotation), and (iii) Customer has no past due payments to Hexagon. Hexagon makes no assurances that resources will be available to meet a specific Customer timeline or schedule. The Customer shall submit requests to the Hexagon Account Manager or Hexagon Project Manager when Services are required hereunder. Schedule will be agreed upon by the Customer's authorized representative and the applicable Hexagon Account Manager or Program Manager. The schedule will be subject to change upon reasonable notice to the Customer.
 5. **Location.** Unless otherwise agreed upon, all Services hereunder shall be assumed to be remote. On-site Services will only be provided to the extent such location is agreed upon in advance by the Customer's authorized representative and the applicable Hexagon Account Manager or Program Manager.
 - 5.1 **Remote.** For any Services that will be provided remotely, the Customer shall provide 24 x 7 VPN connectivity (including a logon and password), 24 x 7, to all servers and workstations requiring installation/configuration by Hexagon.
 - 5.2 **On-site.** For any Services that will be performed onsite, the Customer will provide appropriate work area for Hexagon on site personnel to include, but not limited to, desk, connectivity to the I/CAD system, LAN/WAN, and Internet. Customer will be responsible for travel expenses as set forth in Section 3(d) of the Agreement including portal to portal travel time for each employee.
 6. **Loss of Data.** Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. Hexagon will not be liable for any lost data.
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7. Services Warranty. Hexagon does not warranty the type, quality, or results of any Services provided under this SOW. All Services are provided "AS IS" and without warranty of any kind. HEXAGON DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON SERVICES FURNISHED HEREUNDER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF HEXAGON.
 8. No Works for Hire. There are no software deliverables contemplated under this SOW. The Services provided hereunder shall in no event be considered "works for hire" and Hexagon reserves all rights and ownership in intellectual property conceived, created, or put into practice while such Services are performed for the Customer hereunder.
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CITY OF SAN ANGELO, TX

ATTACHMENT: STATEMENT OF WORK FOR I/LEADS UPGRADE SERVICES AND DATA CONVERSION

PRESENTED TO:

JAMES GORE

PRESENTED BY:

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February 24, 2017

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1. INTRODUCTION

This document is submitted in conjunction with the Quote to which this document is attached to serve as a mutually acceptable Statement of Work ("SOW") between Intergraph Corporation d/b/a Hexagon Safety & Infrastructure ("Hexagon") and the City of San Angelo, TX ("Customer").

This SOW is for I/LEADS upgrade services and data conversion. Unless specifically noted within this SOW, all software shall be the standard commercial off-the-shelf ("COTS") product. Functionality not identified in this SOW may be included at additional cost with appropriate revisions to the SOW.

2. ASSUMPTIONS

This SOW is based on the following assumptions:

- Hexagon and the Customer will review the SOW and determine a mutually agreeable date for the services to be performed. Notwithstanding the foregoing services shall begin within six months of execution of the SOW. Note: The Customer must execute and issue a purchase order (if applicable) prior to any tentative dates being confirmed.
- Pricing and execution of this SOW is contingent upon the Customer having a valid maintenance agreement in place with Hexagon prior to starting the upgrade and throughout the project. Maintenance Quote # 1-T63E5M must be executed prior to or concurrently with this SOW.
- I/LEADS will be upgraded to version 9.0.2.
- The Customer is responsible for the purchase of all applicable database licenses/software. See Attachment 3: Public Safety System Specifications for the minimum specifications required for the database needed for the upgraded I/LEADS version.
- This SOW does not include upgrading any Oracle, Microsoft products or Microsoft licensing changes that may be needed for this upgrade.
- The Customer is responsible for the purchase and installation of any new hardware. The Customer is responsible for providing hardware that meets the Hexagon minimum configurations for hardware as set forth in Attachment 3: Public Safety System Specifications. Note: If a more current release of software is certified for release at the time of the execution of this SOW, the Customer's hardware must meet the current specifications should they elect to upgrade to that version.
- If this upgrade requires a change in operating system ("OS"), the new OS will be purchased and installed by the Customer. See Attachment 3: Public Safety System Specifications for the minimum specifications required for operating system needed for the upgraded I/LEADS version.
- The interface protocol has not changed from the existing implementation.
- The interface switches have not changed from the existing implementation.
- The interface functionality has not changed from the existing implementation.
- Customer-specific changes that were performed as a part of the original contract or that have been added since the original contract and are, in either case, covered by a current Hexagon Maintenance agreement will be upgraded. No new configuration changes (or software modifications) are included in the scope of the upgrade. The Customer will thoroughly review the SOW and verify that all Customer products that must be upgraded are documented within this SOW.



- Maximum training day is 8 hours in length, including breaks. Specific start and end times will be coordinated prior to the commencement of training.
- This SOW assumes the Customer is responsible for all internal training of all end users on the upgraded software.
- System Documentation and Training documentation provided by Hexagon with this upgrade will be standard COTS documentation and Help Files, and will not be customized to the Customer's site specific configuration. All documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.
- Remote access to the server will need to be facilitated by the Customer. If this is not done, the cost for an additional trip will be required.
- The customer will be providing new hardware, including all required operating system software. This SOW assumes that the new server hardware will be used as the initial training server. This server will then be migrated to the live environment and the on-site upgrade will include upgrading the production database for live operations. Utilizing this scenario, the Customer will be required to create/update any other environment or any additional test servers.
- In the event this system is to be configured as a cluster, the Customer must have the servers connected to the network and clustered with MSCS prior to the start of the training server upgrade. All disk drives must be partitioned and formatted prior to the start of the training upgrade. If this is not done, additional services time will be required and will be paid for by the Customer.
- Hexagon will provide remote instruction on the installation of the I/LEADS client software on up to five (5) RMS clients. The Customer will be responsible for the installation of the remaining I/LEADS client software.
- The Customer is responsible for examining and modifying all I/LEADS SysGUI changes.
- The SOW assumes that Hexagon will not be upgrading any custom reports except for those under maintenance and identified in the Project Deliverables section of this document. Reports under maintenance will be modified only to the extent required to keep them working with the updated software version.
- This SOW does not include services to upgrade any Citrix server, Citrix server software or I/LEADS on any Citrix servers



3. PROJECT DELIVERABLES

The deliverables for this SOW will be as follows:

- Project Management Services: The Project Manager will, at a minimum, direct the following activities:
 - Act as single point of contact for the Customer from kick off through cut over to production.
 - Determine, with Customer, a mutually agreed-upon conference call meeting schedule, during which project status and issues will be reviewed.
 - Provide a mutually agreed-upon upgrade schedule in Microsoft Project 2010 format within thirty (30) days of execution of this SOW.
 - Verify the Hexagon product release schedule.
 - Order Hexagon software (if applicable).
 - Resolve any issues that arise during the project implementation by coordinating with appropriate Hexagon or Customer resources.
 - Prepare a checklist of responsibilities and tasks to be completed during the Cutover Task approximately thirty (30) days prior to Cutover. Discuss the Cutover plan with Customer and the Hexagon on-site team.
 - Process Change Orders (if applicable).
 - Verify Customer activities related to this SOW have been completed in timely manner.
 - Verify Customer-provided hardware meets Hexagon specifications.
 - Verify software configuration is ready for live Cutover.
 - Work with the Customer to ensure 3rd party vendors are available for support during live Cutover, if needed.
 - Coordinate resolution of any post live Cutover issues with the Customer and Hexagon.
 - Be on-site during the upgrade week.
- Software installation services as described in this SOW – Remote
- Data Conversion Services for legacy RMS records (Spillman) – On-site and remote
- Transition to live operations services as described in this SOW – On-site and remote
- Software updates for products covered under a current maintenance agreement. Below is a list of all products that are currently under maintenance and therefore will be included in the upgrade:
 - I/Informer to I/LEADS (IPS0004A)- Qty. 1
 - I/LEADS-Server (IPS0019) – Qty 1
 - I/LEADS-Records Management System - Desktop Client (IPS0020) – Qty 60
 - I/LEADS-CAD Link (IPS0030) – Qty 1
 - I/LEADS-Incident Based Reporting CC (IPS0022) - Qty. 1



4. PROJECT TASKS

PROJECT KICKOFF MEETING

A meeting for project kick-off will be held on-site after the SOW has been executed.

TASK ASSUMPTIONS

In addition to the general assumptions detailed in the Assumptions Section, the following assumptions apply to this task:

- The Hexagon Program Manager will conduct the meeting at the Customer's Site.
- Some members of the Hexagon WebRMS core team shall participate remotely.

TASK PREREQUISITES

The following items must be completed and fully deployed by the Customer prior to beginning this task:

- Contract/SOW Signature and Purchase Order (if applicable).
- Hexagon has assigned a program manager and core project team.
- Customer has assigned a program manager and core project team.
- Distribution of Statement of Work to the Project Team

TASK DESCRIPTION

The objective of this task is to ensure that all project assumptions are valid and all requirements understood prior to beginning any significant work.

Hexagon responsibilities include:

- Review the project organization, roles and responsibilities with the Customer
- Conduct the Project Overview including a review of the Statement of Work to answer any outstanding questions and verify all aspects of the Project approach, per the topics listed above
- Work with the Customer to identify and document any potential project risks.
- Provide meeting minutes, documented risks and action items that affect project schedule, resources and/or SOW
- Inform Customer of VPN requirements for project implementation and continued system maintenance.

Customer responsibilities include:

- Review the SOW and work with Hexagon to verify the project approach
- Provide location and logistical support for project planning meeting.
- Provide Subject Matter Experts and any other resources as recommended by the Customer and Hexagon project managers.
- Provide Hexagon with VPN access to the Customer as appropriate for this project and continued software maintenance.



- Designate and prepare workspace for Hexagon personnel.

TASK COMPLETION CRITERIA

This task is considered complete at the conclusion of the on-site Project Kick-off meeting and upon delivery of the meeting minutes to the Customer.



SERVER SOFTWARE STAGING

Hexagon will install and configure the I/LEADS system software on the server hardware designated by the Customer to be used for upgrade activities. The software to be installed and configured is detailed below.

TASK ASSUMPTIONS

In addition to the general assumptions detailed in Section 2, the following assumptions apply to this task:

- All work for this task will be performed remotely by Hexagon resources.
- Hardware designated by the Customer for staging the I/LEADS upgrade is for the sole purpose of upgrade staging and will not serve other roles.

TASK PREREQUISITES

The following items must be complete and fully deployed prior to beginning this task:

- Upgrade staging hardware fully installed, racked, cabled, powered, and on the network.
- Operating system fully installed, updated, configured, and joined to the Customer domain.
- Hard disk configuration per Hexagon requirements.
- Customer specific/enterprise applications installed and configured (remote management, anti-virus, etc.).
- Hexagon domain user account(s) created and provided with local administrative privileges on all server hardware to be staged under this task.
- 24/7 remote access enabled on all servers for the Hexagon users account(s).
- VPN credentials and client (if needed) provided to the Hexagon Project Manager.
- Not required if Customer is using SecureLink.
- Export of current site directory and system files has been sent to or downloaded by Hexagon.

TASK DESCRIPTION

VERIFY SERVER SETUP

- Hexagon resources will remotely connect to the servers and verify they have been set up according to the Hexagon setup standards. If no discrepancies are found, software installation will proceed.
- Any deviation from the server setup standards will be documented and provided to the Hexagon and Customer Project Managers. The Hexagon resource assigned to this task will determine if the deviation affects Task completion and notify the Hexagon Project Manager.
- Any deviation that affects task completion will cause this Task to be aborted and re-scheduled. All tasks dependent upon completion of this task are subject to schedule change.



SOFTWARE INSTALLATION

- Hexagon resources will remotely install or upgrade and configure for testing the I/LEADS application version referenced in this SOW along with the other software components on maintenance.

TASK COMPLETION CRITERIA

This task will be considered complete when the designated I/LEADS server hardware has been staged.



DATA CONVERSION

Hexagon will be converting the Customer's legacy databases (Spillman and I/LEADS). Hexagon's data conversion price is based on the following assumptions.

TASK ASSUMPTIONS

In addition to the general assumptions detailed in Section 2, the following assumptions apply to this task:

- This task will be performed on-site and remotely.
- Data Conversion is limited to sixty-three (63) Spillman tables and thirty-two (32) I/LEADS tables
- The Customer is responsible for exporting data from the legacy system and providing the data in an ODBC compliant database format.
- Hexagon will migrate data elements for which there is an existing target field in the I/LEADS database. Hexagon's price does not include the addition of new fields to the database or to the system's GUI.
- Hexagon's price does not include "data cleansing" services.

TASK PREREQUISITES

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging task completed.
- The Customer has provided full database backup to Hexagon.

TASK DESCRIPTION

Services include: Mapping, Scripting, Testing, Issue Resolution, Test Run, Final Run, and Post Conversion Support for five (5) consecutive business days.

Legacy Data Mapping

Hexagon will facilitate a three (3) day on-site Data Analysis/Mapping Meeting with the Customer. The Customer should be prepared to provide Hexagon with any legacy data standards, such as address validation rules, master index matching rules and mandatory fields that Hexagon will need to include in the data conversion scripts. Hexagon and the Customer will work together to map legacy data fields to corresponding fields in the RMS database. Hexagon will use a spreadsheet to create the Data Mapping document. This is a detailed matrix mapping legacy data fields to corresponding fields in the RMS database tables. Hexagon will continue to make modifications as necessary after completing this task.

During the mapping process, detailed discussions will occur between the Customer and Hexagon to resolve issues and questions regarding field mapping. At the completion of the data mapping process, Hexagon will facilitate a joint design review meeting via a conference call. The goal of the review is to provide all parties the opportunity to review the proposed mapping matrix and jointly agree on necessary changes.



Data Conversion Scripting

Hexagon will use a combination of data conversion tools and custom script development to create scripts based on the data mapping.

Conversion Audits

Hexagon will convert a representative sample of legacy data into the RMS database. The audit will focus on uncovering any legacy data or conversion script problems. Prior to this task, the Customer will need to provide Hexagon with of the entire legacy data set to allow Hexagon and the Customer to perform a quality audit on the imported data. Hexagon is not responsible for the quality of any supplied data, but will report any discovered data errors or omissions to the Customer for resolution.

Hexagon will convert the representative sample of legacy data into the RMS Test/Training database. The final audit will include the conversion of all legacy systems. The audit steps for each legacy system include the following:

- Hexagon will execute the data conversion scripts in the Test/Training database using the exported legacy data provided by the Customer.
- Hexagon will perform the first level of validation to ensure the scripts execute completely. This validation includes reviewing the converted data within the RMS modules, as well as conducting conversion audit counts.
- Hexagon will alert the Customer that the data is ready for review.
- The Customer will review the converted data within the I/LEADS RMS. The Customer will also compare records in its legacy system against the converted records in I/LEADS RMS, reviewing several records within each type of RMS functional area (i.e., Master Name, Master Vehicle, Incident, Case Management, Accident, Citation, Field Interview, etc.). This review includes a detailed review of the data fields in the legacy system and the I/LEADS RMS.
- Hexagon will provide the Customer with a Data Conversion Audit Document to track issues it finds during the audit. The Customer will provide the document to Hexagon after the review. Hexagon will then investigate any found issues and schedule one or more telephone calls with the Customer to discuss findings and outcomes.
- During the telephone calls to discuss data conversion issues, Hexagon will record decisions regarding the resolution of issues discovered during the audit in a Data Conversion Audit Document, which will be attached to the Data Mapping Document and used as a living document to ensure that requests regarding data conversion are addressed.
- Hexagon will revise the data conversion scripts, as required, to address the confirmed issues.
- Once the individual audits of the legacy system have been completed, Hexagon will conduct a “trial” full conversion with sample data from every legacy system to be converted. Hexagon will follow the same steps identified above for this full conversion audit.

TASK COMPLETION CRITERIA

This task will be considered complete when the legacy system conversion is complete, the I/LEADS database has been loaded onto the Customer staging hardware, the upgrade process has been finished, and basic testing by the Hexagon resources has been completed.



I/LEADS DATABASE UPGRADE

Hexagon resources will process an upgrade to the I/LEADS database schema using upgrade scripts and a client provided backup copy of the production database.

TASK ASSUMPTIONS

In addition to the general assumptions detailed in Section 2, the following assumptions apply to this task:

- All work for this task will be performed remotely.
- The Customer has provided Hexagon with a recent full backup of their existing production database.
- Once the I/LEADS database full backup, which will be used for the upgrade staging activity, has been taken, the Customer will implement a configuration/SYSGUI change freeze on the production I/LEADS system, including changes to users/group/roles.
- If a change freeze is not possible, the Customer agrees to be responsible for replicating any and all changes performed to the production I/LEADS system to the upgrade staging I/LEADS system.

TASK PREREQUISITES

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging task completed.
- The Customer has provided full database backup to Hexagon.
- Change freeze in place on production I/LEADS system.

TASK DESCRIPTION

Hexagon will restore the full I/LEADS database backup provided by the Customer into the designated staging environment. The Hexagon resource will then run the database scripts necessary for the upgrade.

During the upgrade process it may be necessary to fix data anomalies and inconsistencies that would violate the structure of the new I/LEADS database schema. None of these changes will alter the fundamental content of the database and no Customer data will be altered other than to correct errors necessary for the upgrade to process. Hexagon will document all data issues that were addressed as part of the upgrade scripts and report those back to the Customer.

On rare occasions it will be necessary for the Customer to provide information to the Hexagon resources in order to fix data issues. If it is not obvious how to fix a data inconsistency or discrepancy, the Hexagon resource will seek guidance from the Customer. It is important that the Customer be prepared to respond quickly to any questions that arise. The customer will ultimately be responsible for fixing any data in their current production system prior to the live upgrade.

TASK COMPLETION CRITERIA

This task will be considered complete when the I/LEADS database has been loaded onto the Customer staging hardware and the upgrade process has been finished, and basic testing by the Hexagon resources has been completed.



INTERFACE UPGRADES

During this task, Hexagon resources will upgrade the current version I/LEADS interface configurations to the new version of software.

TASK ASSUMPTIONS

In addition to the general assumptions detailed in Section 2, the following assumptions apply to this task:

- All work for this task will be performed remotely.
- Only those I/LEADS interface products currently listed on the Customer's maintenance agreement will be included in the upgrade.
 - If there are interfaces or report customizations the Customer has in production which are not listed on the maintenance agreement, a change order will be required to add additional scope to the upgrade SOW as well as an adjustment to the Customer's maintenance agreement and cost

TASK PREREQUISITES

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging and I/LEADS Database Upgrade tasks completed.

TASK DESCRIPTION

Interface configurations are contained in multiple areas on a communications/interface server depending on the specific interface. Generally speaking, these configurations will be stored in interface specific executable configuration files (*config.xml), the I/LEADS database in the form of table data and/or parameter data, or any combination thereof.

Hexagon resources will preserve this configuration information and migrate it to the new version of the corresponding interface where appropriate.

It is not uncommon for some functionality to be deprecated or replaced with newer enhanced functionality. When that applies, the respective changes to the interface configurations will not be replicated to the new version. Occasions where this statement applies will be documented and relayed to the Customer.

Requests to configure any new functionality previously not available will be priced as a separate SOW.

TASK COMPLETION CRITERIA

This task will be considered complete when all I/LEADS interface configurations have been migrated to the upgrade staging system and are configured for use with the new version.



I/LEADS DELTA TRAINING

During this task Hexagon resources will conduct a delta training session for Customer-designated personnel on the distinct differences in functionality between the Customer's current version and the new version. Refer to Attachment 2 for a course description.

TASK ASSUMPTIONS

In addition to the general assumptions detailed in Section 2, the following additional assumptions apply to this task:

- A single workshop will take place on-site for the number of days designated in the SOW.
- The maximum training day is eight (8) hours in length, including breaks.
- No more than twelve (12) agency personnel may attend.
- Session is a formal training presentation based on the COTS version.
- Agency training personnel will attend to address questions about workflow, policy, or agency specific procedure.

TASK PREREQUISITES

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging and I/LEADS Database Upgrade tasks completed.
- The Customer has installed and configured at least one (1) workstation for use by the Hexagon instructor during the sessions.
- An appropriate training room has been identified and setup with the workstation from above, at least one LCD projector, display screen or other appropriate surface to display a projected image, and white-board space or other ability to take notes and record questions.

TASK DESCRIPTION

During the delta training session, the Hexagon resource will present the functional and feature changes that have occurred with each version of I/LEADS between the Customer's current version and the version the Customer will be upgrading to.

This is not meant to be an exhaustive list of every change made as some of the changes are fixes to software issues the Customer may have never encountered or in modules the Customer does not use. Instead this session is designed to highlight the major user facing and system administrator level changes or additions to the software.

The delta training sessions are not configuration sessions. The new functionality reviewed as part of this session will be in its COTS/default state. If the Customer requires configuration changes to the default functionality that is new to the upgraded version of I/LEADS, it will be priced as a separate SOW.

TASK COMPLETION CRITERIA

This task will be complete when Hexagon has delivered the I/LEADS Delta training session to the Customer.



ACCEPTANCE TESTING

During this task the Customer will conduct internal acceptance testing of the upgraded system. Hexagon does not provide acceptance testing of upgraded systems. All testing is the sole responsibility of the Customer.

TASK ASSUMPTIONS

In addition to the general assumptions detailed in Section 2, the following assumptions apply to this task:

- The Customer will conduct acceptance testing with remote issue resolution support from Hexagon resources.
- The Customer will file a service request (SR) in the Siebel Customer Portal for all issues encountered as part of testing. Service requests (SR) must contain all information required as specified on the Trouble Reporting Guide provided with this SOW. SR's can be filed for, but are not limited to:
 - Errors
 - Anomalies
 - Questions
- The Customer will respond as quickly as possible to inquiries from Hexagon resources assigned to work reports of trouble.

TASK PREREQUISITES

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging and I/LEADS Database Upgrade tasks completed.

TASK DESCRIPTION

During acceptance testing, the Customer is solely responsible for making sure that the system is acceptable and ready for production use. Hexagon will provide a sample acceptance test plan during implementation. Hexagon will not edit the sample acceptance test plan for Customer content; it is provided solely as a guide for the Customer to conduct their testing.

Hexagon resources make every effort to ensure that all prior configurations are carried forward to the upgraded version. In addition, the Hexagon products go through rigorous quality assurance testing to avoid software errors. Those two efforts notwithstanding, issues do appear after an upgrade.

When the Customer has notified Hexagon that their testing is complete and Hexagon has completed the agreed upon issue resolution tasks, a readiness review will be conducted to ensure the system and the Customer are ready for cutover to production use. This will be a remote meeting conducted via teleconference.

TASK COMPLETION CRITERIA

This task will be complete when the Customer provides written notification to Hexagon that the system has passed acceptance testing and is ready for production use.



CUTOVER TO PRODUCTION USE

During this task, the production system will be cutover to the new version of I/LEADS.

TASK ASSUMPTIONS

In addition to the general assumptions detailed in Section 2, the following assumptions apply to this task:

- Hexagon will have two resources on-site for the week of Cutover to production use.
- The production upgrade will commence on a Monday starting no later than 10 am. The upgrade process (and therefore downtime) can take up to 3 days.
 - If Cutover cannot take place due to issues solely within the control of the Customer, there may be a cost associated with re-scheduling the cutover.

TASK PREREQUISITES

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging, I/LEADS Database Upgrade, and Acceptance Testing tasks completed.

TASK DESCRIPTION

The Cutover to production use is the culmination of the tasks that comprise this SOW. During the Cutover process, the following tasks will be completed.

- Production use of the existing version I/LEADS system will be stopped. Downtime can take up to 3 days. Interface downtime can be far longer depending on circumstances surrounding the cutover.
- The production I/LEADS database and I/LEADS software will be upgraded to the new version.
- The customer is responsible for verifying and/or manually updating the system, prior to the system being turned on for live production use, with any site or agency configuration changes as well as changes to users/groups/roles that have been made to the production system since project initiation.
- System access will be restored and basic testing performed by Hexagon resources to ensure all components are functional.
- Production use of the system will be restored.

TASK COMPLETION CRITERIA

This task will be complete when the successful Cutover to live operations on the new version of I/LEADS has taken place.



POST-CUTOVER SUPPORT

During this task, Hexagon resources will provide support for the Customer who has just cut over to an upgraded I/LEADS system.

TASK ASSUMPTIONS

In addition to the general assumptions detailed in Section 2, the following assumptions apply to this task:

- Post-Cutover support is performed remotely.
- Post-Cutover support is provided Monday-Friday during normal business hours. Standard after-hours emergency support procedures remain the same for the duration of this task.
- Issues will be reported via the Siebel Customer Portal and contain all information required as specified on the Trouble Reporting Guide provided with this SOW.

TASK PREREQUISITES

The following items must be complete and fully deployed prior to beginning this task:

- Server Software Staging, I/LEADS Database Upgrade, Acceptance Testing, Cutover to Production Use tasks completed.

TASK DESCRIPTION

The Post-Cutover support task is designed to provide the Customer with dedicated, quickly accessible support for problems, questions, or errors encountered in the two (2) weeks following the Cutover to production use of the upgraded system.

During this task, Hexagon resources, working remotely, will be assigned all SR's that are filed by the Customer against the upgraded system(s). Hexagon resources will work to identify and remedy the cause of the trouble reported.

Should the trouble discovered be categorized as a defect, the Hexagon resource will file a change request defect (CR-D) with the Hexagon product center. Any CR-D filed by the Hexagon resource becomes the responsibility of the Hexagon product center and shall not stop full system acceptance unless the priority of that CR-D is determined to be a priority one (1) or two (2). The priority levels are determined by the specifications in the customer support agreement.

The Post-Cutover support period is not a configuration period. Requests for new configurations that are not related to resolving an error condition cannot be supported during this time frame. This is done to ensure the stability of the system delivered and that focus remains on errors or problems rather than the introduction of new opportunities for errors or problems.

TASK COMPLETION CRITERIA

This task will be complete when the two week Post-Cutover period has expired and all open issues have been resolved, or categorized as defects and filed with the product center.



5. ACCEPTANCE CRITERIA

All software and services shall be accepted with either written authorization by the Customer or upon cutover to production use, whichever comes first.

6. SCHEDULE

Scheduling of Hexagon services will occur: (i) upon receipt of this executed document, (ii) receipt of Customer's change order, and (iii) Customer has no past due payments to Hexagon. Hexagon and the Customer will determine a mutually agreeable schedule for completion of the deliverables as described in this SOW.

7. PRICE

Pricing for this SOW is in accordance with Hexagon quotation number:
2017-48609

8. I/LEADS DISCLAIMER

The Customer acknowledges it has been advised by Hexagon that I/LEADS requires the use of Microsoft FoxPro. Microsoft has stated it no longer provides support for FoxPro, which limits future development and support of I/LEADS by Hexagon. Microsoft's announcement means that security vulnerabilities identified in FoxPro will not be corrected or resolved, and the Customer understands and assumes sole responsibility for security vulnerabilities associated therewith. This limitation may also prevent I/LEADS from operating with recently released third party software, such as Windows 10, Citrix, recent versions Microsoft Office, future versions of SQL and Oracle database software, among other software platforms including 64 bit based software.



9. PAYMENT TERMS

Payment for this SOW will be due according to the following payment schedule:

PAYMENT MILESTONE	PAYMENT PERCENTAGE
Upon execution of SOW	25%
Upon completion of I/LEADS Database Upgrade	50%
Upon acceptance as defined in Section 5: Acceptance Criteria	25%

Payment is due thirty (30) days from the date of invoice. An interest charge of two percent (2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.



10. APPROVAL SIGNATURES

Signature by all parties listed below constitutes acceptance of and notice to proceed with this SOW, in accordance with this SOW.

This SOW may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

This document is approved by:

AUTHORIZED HEXAGON SIGNATURE		
Name:	Jennifer Williams Director, U.S. Sales Accounting Hexagon Safety & Infrastructure Division	
Signature:		Date:

SAN ANGELO AUTHORIZED CUSTOMER SIGNATURE		
Name:	Jan H. Gardner County Executive	
Signature:		Date:



Attachment 1: Project Deliverable Sign Off Form



PROJECT DELIVERABLE SIGN OFF FORM

CUSTOMER NAME, ANYWHERE USA – PROJECT NAME

Submission Date:	Month/Day/Year	Sign-Off Target Date:	Month/Day/year
Submitted By:	Hexagon Contact Name	Submitted To:	Customer Contact Name
Customer Contract #:	Customer Contract Number	Customer/Project #:	Hexagon Project Number

TYPE OF DELIVERABLE

☐ SOW Tasks
 ☐ Payments
 ☐ Plans/Designs
 ☐ Training
 ☐ Other

DELIVERABLE INFORMATION

DELIVERABLE DESCRIPTION THIS SECTION DESCRIBES THE DELIVERABLE	\$AMOUNT OF PYMT (If applicable)
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With the deliverable described above complete, the Customer shall have ten (10) working days after receipt of a written request from Hexagon to either sign-off that the deliverable has been met or state in writing to Hexagon the reason the deliverable has not been met.

Sign-off of the deliverable shall be based solely upon the deliverable meeting the requirements stated in the Agreement between Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) working day period then the deliverable will be deemed to have been signed off.

The signature below acknowledges that the deliverable described in the Agreement and listed above meets all of the appropriate criteria and supersedes all prior requirements for this item.

Customer acknowledges completion of this payment milestone according to the Contract Payment Milestone Schedule and provides authorization to invoice this milestone.

Authorized Customer Representative
 Customer Contact Name

SIGNATURE

DATE



Attachment 2: I/LEADS Delta Training Course

I/LEADS Delta (IPST3101C)	
This intensive course familiarizes customer-selected staff with new features of the I/LEADS applications and includes a brief review of current procedures as needed. It is essential that the attendees already have a mastery of their current I/LEADS version. This course is not recommended for beginners.	
Major Topics	
⇒ Brief review of current Intergraph Public Safety operations related to new functionality ⇒ User system enhancements ⇒ System administration enhancements	
Prerequisites	
⇒ Responsibility for system administration, supervision or training on a current Intergraph I/LEADS system.	
Method	Conducted on-site or at an Hexagon Certified Training Facility by Hexagon Personnel
Task Classifications	I/LEADS Operator, System Administrator, and Training Personnel
Project Phase	After completion of upgrade of the I/LEADS Test/Training system, with adequate time to prepare and train on new features in time for cutover
Duration	4 days – Actual classroom time is flexible according to Delta changes and customer needs – any additional time will be spent working with the customer on configuration.
Student Capacity	12, with a maximum of two students per workstation



Attachment 3: Public Safety System Specifications

General Notes

This document provides the specifications for hardware and software required to support the Intergraph I/CAD System, Intergraph InPURSUIT System, and BI Premium. This document is available online through the Knowledge Management System at:

<https://support.hexagonsafetyinfrastructure.com/infocenter/index?page=content&id=HOW3181> . To retrieve the specifications, enter the article ID "6706" or "Public Safety System Specification" in the Knowledge Search field. Before you proceed, make sure you have the most up-to-date version of this document.

The below specifications reflect technology that is currently considered standard and is routinely available from hardware vendors and should be used when purchasing new equipment. For those customers with existing hardware and planning on a software upgrade, these specifications are intended to serve as a guide for determining whether existing equipment should be upgraded or replaced to support a mission-critical configuration. These specifications apply to servers in any form factor, including rack mounted, blade, or standalone tower servers.

Intergraph Public Safety Virtual Environment Requirements

All Intergraph Public Safety servers have been tested in a virtual environment with VMware vSphere 5.x, and are supported as long as the dedicated resources meet or exceed the hardware CPU, memory, and disk space requirements detailed in this document. Intergraph recommends dedicated resources, meaning that the host resources should not be over-subscribed. If the recommendations listed below for VMs totals 50 cores then you should not run those VMs on a dual 10 core host with Hyper-threading enabled because that only provides 40 virtual cores for assignment. The same policy applies to memory and disk. These specifications apply to servers in any form factor, including rack mounted, blade servers, or standalone servers.

Licensing of the Windows Server OS, SQL Server, and especially Oracle may have unique licensing requirements under VMware.

The recommended disk configuration for the Operating System and Applications of the Virtual Machines (VMs) is RAID10 and should be on separate disks from any database disks.

For communication / interface servers, virtualizing the interface/ communication server is supported. If there are any serial RS232 interfaces on the communication / interface server, then a serial-to-IP conversion device will be required since a virtualized interface server may not have an RS232 port. For a Serial-over-IP device Intergraph has tested with the Digi PortServer® TS serial server.

<https://www.digi.com/products/serial-servers/serial-device-servers/portserverts>

There are currently no plans to certify clients with virtualization.



Database Storage Requirements

It is very important to keep in mind that Intergraph developed the following hardware requirements with the best possible performance and safety in mind. We also kept at the forefront of our mind that the systems we provide support a life safety software application and need to be of the quality and left to support the tasks for which they are designated. The very nature of the business in which our software operates does not tolerate average or sub-standard performance. When the outside world is at its worst our applications and their hardware platforms need to be at their best. Intergraph understands the requirements listed below may seem excessive. These requirements are meant to provide the required performance during a large incident when time is most critical. The hardware requirements outlined below were created to meet these goals.

Intergraph Public Safety Applications and their associated interfaces are database write/read intensive (65% write/35% read) applications. The single point of most likely bottleneck in a database server is the disk sub-system. When viewing our disk storage requirements focus on the performance more than on the disk space. Hexagon strongly encourages customers to use Solid State Drives (SSDs) on their database servers. SSDs can provide significantly better performance than spinning drives.

With regard to disk space requirements, consider how much historical data you want to keep on the live system. In particular, features such as attachments, GPS tracking data and external query results can increase the space requirements. Since the tables containing the attachments, GPS tracking, and external query results can become large, customers may want to place this data onto separate disks. For Oracle and SQL Server, the tables are specifically designed to be placed into separate tablespaces (Oracle) or filegroups (SQL Server) for performance and storage reasons.

Important: The size of your storage is dependent on several factors:

- 1 Storing attachments, images, video, adorned event comments and tracking data in your database or a separate database
- 2 How often you archive the data

For all customers, Hexagon recommends using SSDs for the database files. If the customer is not using SSDs, then Hexagon requires implementing dedicated LUNs and RAID10 groups specifically for the database files with as many fast spindles as your storage subsystem will allow. Please see the hardware configuration specifications on the following pages for the required number of disks or IOPs.

The database servers each have their own database files which must be on separate LUN groups if they are within the same storage array to insure optimal system availability and performance. Customers should not implement RAID5 or RAID6 for the database servers.

When Utilizing a SAN to support a virtual environment it is recommended that Solid State Drives be utilized to meet the IOPs requirements and spinning disks to meet the space requirements. Spinning disks of different speeds can be utilized such as 15K or 10K drives for active data and slower drives for backup volumes. The ideal configuration would be a SAN that Tiers data (places the most active data on the fastest drives and less used data on slower drives.)



I/LEADS Specifications

I/LEADS RMS and Report Servers

ITEM	SPECIFICATION
Processors	8 cores ¹
Memory	32GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹
Database and Logs	(6) – 15K RPM disks RAID 10 ² (4 for the Database and 2 for the Logs)
Network	Dual 1Gb required
Windows Server 64bit	Standard Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell R630 or HP DL380

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks. as may customers with longer data retention policies. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance.

²Hard drive size depends on call/report volume and data retention plans – high volume customers may require more and/or larger capacity disks.



I/LEADS / Records Explorer Workstations

ITEM	SPECIFICATION
Processors	Dual Core Processor
Memory	8GB
Internal Disk:	1-250GB
OS	Windows 7
Monitors	17" or larger Single and Dual displays are recommended
NIC	Single 1Gb required
Example Hardware	Dell Precision or HP Z400 series



inPURSUIT Client/Server RMS Hardware Overview

This section is meant to give a short overview of the hardware required for *inPURSUIT* Client/Server based on the size of the customer. The environment is meant to scale and therefore the number and types of servers needed for a smaller customer are different than for a larger customer.

Also *inPURSUIT* only supports Oracle as the database engine at this time.

A small customer with less than 50 concurrent users will require the following servers: (The services running on each server are listed for reference.)

- A Database server: , if HA is desired then the DB should be implemented using DataGuard
 - Oracle Enterprise
- RMS Application Server
 - RMS Application
 - Address Server
 - Report server (with ad hoc reporting)
 - DULS (Unified Login System)
 - Interfaces (If a large quantity then can be on its own server)

A Medium customer with 51-250 concurrent users will require the following servers: (The services running on each server are listed for reference.)

- A pair of Database servers: , should be implemented using DataGuard
 - Oracle Enterprise
- RMS Application Server
 - RMS Application
 - Address Server
 - Report server (with ad hoc reporting)
 - DULS (Unified Login System)
- RMS Interface Server
 - Interfaces (If a large quantity then can be on its own server)

A Large customer with 251-500 concurrent users will require the following servers: (The services running on each server are listed for reference.)

- A pair of Database servers: , should be implemented using DataGuard
 - Oracle Enterprise
- RMS Application Server Pair implemented as a Microsoft Failover Cluster
 - RMS Application



- Address Server
- Report Server
- Report server (with ad hoc reporting)
- DULS (Unified Login System)
- RMS Interface Server
 - Interfaces (If a large quantity then can be on its own server)

FBR and Explorer Servers

FBR and Explorer server sizing should be done separate from regular RMS sizing. The number of FBR and Explorer users should **NOT** be included in the total user count.

A single FBR Server can support up to 250 FBR users. If HA is desired add an additional server and configure as a Microsoft NLB group. If more than 250 users and HA is desired add 1 additional server for every 3 primary servers.

100 or less FBR and Explorer users:

- FBR\Explorer Server (This server is only needed if these applications are included in the bid)
 - FBR
 - SQL Express
 - Queue (IIS based Microsoft Message Queuing)
 - Import (IIS based)
 - SyncServices (IIS based)
 - Explorer (Apache/TomCat based)
 - WorkFlow (Apache/TomCat based)

One (1) FBR Server for every 250 FBR Users configured as an IIS NLB group and 1 Explorer Server for every 150 Explorer Users configured as an TomCat NLB group

- FBR (This server is only needed if these applications are included in the bid)
 - FBR
 - SQL Express
 - Queue (IIS based Microsoft Message Queuing)
 - Import (IIS based)
 - SyncServices (IIS based)
- Explorer (This server is only needed if these applications are included in the bid)
 - Explorer (Apache/TomCat based)
 - WorkFlow (Apache/TomCat based)



inPURSUIT Client/Server RMS Database Servers

ITEM	SPECIFICATION
Processors	Small & Medium 12 cores, Large 16 cores
Memory	Small 32 GB, Medium 64 GB, Large 64 GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹ (OS)
Disk – Database and Logs	(8) – 15K RPM disks RAID 10 ¹ (2 for Logs, 6 for DB)
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Small – Standard Edition Medium\Large - Enterprise Edition
RDBMS 64bit	Standard Edition Enterprise Edition if using DataGuard
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks. as may customers with longer data retention policies. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance.

- Available Disk Space (minimum storage)
 - Small 2TB
 - Medium 4TB
 - Large 6TB
- RAID10 configuration



inPURSUIT RMS Application Servers (1 for small, 2 for medium, 2 or more for large)

ITEM	SPECIFICATION
Processors	16 cores
Memory	64 GB
Disk - OS	(2) - 15K disks RAID 1 ¹
Application Files and Logs	(4) – 15K RPM disks RAID 10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

inPURSUIT Client/Server Interface Server

ITEM	SPECIFICATION
Processors	8 cores
Memory	32 GB
Disk -OS	(2) - 15K RPM disks RAID 1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on number and type of interfaces and log retention plans – high volume customers may require larger capacity disks.



inPURSUIT Report Server

ITEM	SPECIFICATION
Processors	16 cores
Memory	32 GB
Disk - OS	(2) - 15K RPM disks RAID1 ¹
Applications and Database	(4) – 15K RPM disks RAID 10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

- Available Disk Space (minimum storage)
 - Small 2TB
 - Medium 4TB
 - Large 6TB
- RAID10 configuration

inPURSUIT FBR/Explorer Server

ITEM	SPECIFICATION
Processors	16 cores
Memory	32 GB
Disk - OS	(2) - 15K RPM disks RAID 1 ¹ (OS)
Application Files and Logs	(2) – 15K RPM disks RAID 10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
RDBMS 64bit	SQL Express
Example Hardware	Dell PowerEdge R630 or HP DL360



¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

WebRMS Specifications

The WebRMS Database may be Oracle or SQL Server. When bid by Intergraph a secondary\Redundant DB should always be included for redundancy. In addition a third Database for BI Direct is required. The BI Direct Database should use the same specifications as the production Database at this time.

WebRMS DB Server²

ITEM	SPECIFICATION
Processors	Small 8 cores, Medium 12 cores, Large 16 cores
Memory	Small 32 GB, Medium 48GB, Large 64GB
Disk -- OS	(2) - 15K RPM RAID 1 ¹
Disk – Database and Logs	(6-10) – 15K RPM disks RAID 10 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Enterprise Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

² If HA is desired then 2 DB Servers are required:

- SQL Server redundancy requires either shared storage configured as a Microsoft Failover Cluster or SQL AlwaysOn
- Available Disk Space (estimated minimum storage)
 - Small 2TB
 - Medium 4TB
 - Large 6TB
- RAID10 configuration



FBR\WebRMS Application Servers Small Configuration

ITEM	SPECIFICATION
Processors	8 cores
Memory	32 GB
Disk - OS:	(2) – 15K RPM disks RAID1
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

The application servers in the small configuration receive all of the WebRMS application components, and FBR. Each application server should be configured with Apache, IIS and 4 instances of TomCat, jobserver, CAGIS and SQL Express. If multiple Application servers are used they should be configured in an NLB group if they reside on the same subnet.

WebRMS Application Server Medium and Larger Configuration

ITEM	SPECIFICATION
Processors	Medium - 8 cores Large - 16 cores ¹
Memory	32 GB
Disk - OS	(2) – 15K RPM disks RAID1 ²
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ It is always an option of having more, smaller servers versus having fewer larger servers. This may be the preference in a virtual environment. If redundancy is desired it is recommended to add one server for every three required servers. So to support 1000 users you could have 2 servers in the large configuration or 4 Medium servers. You could then add one server for redundancy.

² Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks.

The application servers (Minimum of 2) in the medium and large configuration receive all of the application WebRMS components, NOT including BI, configured as an NLB group. Each application server should be configured with 4 instances of TomCat, jobserver, and CAGIS. FBR and Apache are installed on the Apache\FBR Server.



WebRMS Apache\FBR Server Medium and Larger Configuration Only¹

ITEM	SPECIFICATION
Processors	Medium – 4 cores, Large 8 cores
Memory	Medium 8GB, Large 16GB
Disk - OS	(2) – 15K RPM disks RAID1
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ It is always an option of having more, smaller servers versus having fewer larger servers. This may be the preference in a virtual environment. If redundancy is desired it is recommended to add one server for every three required servers. So to support 1000 users you could have 2 servers in the large configuration or 4 Medium servers. You could then add one server for redundancy.

The WebRMS Apache\FBR Servers (Minimum of 2) in the medium and large configuration receive all of the application for FBR as well as SQL Express and Apache. FBR can also be pointed to the primary SQL Server if desired. The FBR servers are configured as an NLB. The small configuration can handle 250 users, the medium 500 and the large 1000.

WebRMS Interface-Communication Servers

ITEM	SPECIFICATION
Processors	8 cores
Memory	16GB
Disk - OS	(2) - 15K RPM disks RAID1
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell PowerEdge R630 or HP DL360



WebRMS Standalone BI Direct Server

ITEM	SPECIFICATION
Processors	6 cores
Memory	64GB
Disk - OS	(2) - 15K RPM disks RAID1 ¹
Network	Single 1Gb required, Teamed redundant NICs recommended
Windows Server 64bit	Standard Edition
Example Hardware	Dell R630 or HP DL360

WebRMS and CAGIS Workstation Specification

The customer's hardware must meet the required performance specifications below in order for the system to meet the published Intergraph performance standards.

ITEM	PERFORMANCE SPECIFICATIONS
Processors	Quad Core processor or better
Memory	8GB
Internal Disk	80GB
Network	Single 1Gb required, Teamed redundant NICs recommended
OS	Windows 7 64bit
Browsers	See the supported environments documents
Example Hardware	Dell or HP compatible

The system does not require a serial port. However, if the agency has equipment that requires a serial port, they will need to purchase hardware that includes the necessary serial ports.



inPURSUIT FBR Computer / Laptop Hardware Specifications

ITEM	PERFORMANCE SPECIFICATIONS
Manufacturer	Dell XFR or Panasonic Toughbook Ruggedized w/Touchscreen
Operating System	Windows 7 64bit
Processor	Intel or AMD Dual-Core processors
RAM	8GB
Hard Drive Space Available	40GB
Serial Ports (RF Systems)	1
Network Cards	1GB physical and Wireless (WiFi and/or Cellular) 3G or 4G recommended of Cellular wireless data connectivity – either built-in or attached via USB port.
Installed Applications	Latest Service Pack, .NET 4.5, M/S SQL CE SP2, Adobe Reader, Active Reports



BI Premium for Public Safety – Server Requirements

There are three main server functionalities for BI.

- **Database Server**
This server runs either SQL Server or Oracle, and hosts the Landing Zone, Data Warehouse, and the BOE and DS Repositories. (Note that SAP recommends against hosting the CMS on a shared database server as we typically install.)
- **Web Server**
(Business Objects Enterprise)- This machine serves the Web access to Business Objects.
- **Data Services**
This machine extracts the data from the CAD/RMS server to the Landing Zone, and then processes the data from the Landing Zone to the Data Warehouse.

Using our original size division, we provide three hardware configurations:

- Small: Up to 20 active users
- Medium: 21 – 50 active users
- Large: 51 or more active users

A small configuration typically consists of two servers, one combined Database and Data Services machine, and a BOE web server.

A medium configuration splits the Database and Data Services onto dedicated machines, and increases capacity in all servers.

A large configuration again ups the specs, and adds an additional BOE application server for each 50 additional active users. (100 users would require a Database server, a Data Services server and two BOE servers.)

All servers should have Dual NIC cards (1Gb minimum), and standard peripherals.

BI Premium for Public Safety Data Services

ITEM	SPECIFICATION
Processors	4 cores
Memory	64GB
Disk Qty:	(2) – 15K RPM disks RAID1 2TB of additional log space 10-15K drives
Network	Dual 1GB required
Windows Server 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360





BI Premium for Public Safety Business Objects Enterprise / Web Server

ITEM	SPECIFICATION
Processors	Small – 8 cores Medium\Large – 12 cores
Memory	Small – 32GB Medium\Large – 64GB
Disk - OS	(2) – 15K RPM disks RAID1
Network	Dual 1Gb required
Windows Server 64bit	Small - Standard Edition Medium\Large – Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

Note: For a large system, we recommend adding an additional server for each additional group of 50 active users.

BI Premium for Public Safety Database Server

The BI Database Server must match the Database platform (Oracle\SQL Server) of the source system.



BI Premium for Public Safety – Specifications for a Small System

ITEM	SPECIFICATION
Processors	8 cores
Memory	32GB
Disks - OS	(2) - 15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2 SSDs RAID1 meeting specs similar to - Intel DC S3500 240GB SSDs2 OR SAN Space of 250GB and 5000 IOPS (Per DB) OR (10) – 15K RPM disks RAID10 1
Network	Dual 1Gb required
Windows Server 64bit	Standard Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance.



BI Premium for Public Safety – Specifications for a Medium System

ITEM	SPECIFICATION
Processors	12 cores
Memory	64GB
Disks - OS	(2) - 15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2 SSDs RAID1 meeting specs similar to - Intel DC S3500 480GB SSDs ² or Intel® SSD DC S3700 Series 400GB SSDs ³ OR SAN Space of 400GB and 10000 IOPS (Per DB) OR (14) – 15K RPM disks RAID10 ¹
Network	Dual 1Gb required
Windows Server 64bit	Enterprise Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance.



BI Premium for Public Safety – Specifications for a Large System

ITEM	SPECIFICATION
Processors	16 cores
Memory	64GB
Disks - OS	(2) - 15K RPM disks RAID1 ¹ OR 2 SSDs
Disks - Database and Logs	2-4 SSDs RAID1 meeting specs similar to - Intel® SSD DC S3700 Series 400GB2 or 800GB SSDs3 OR SAN Space of 400GB and 20000 IOPS (Per DB) OR (24) – 15K RPM disks RAID10 1
Network	Dual 1Gb required
Windows Server 64bit	Enterprise Edition
RDBMS 64bit	Enterprise Edition
Example Hardware	Dell PowerEdge R630 or HP DL360

¹ Hard drive size selection and total storage needs are dependent on call/report volume and data retention plans – high volume customers may require larger capacity disks as may customers with longer data retention policies. Intergraph recommends a minimum of 5 times the database size to allow for backups and maintenance.



System Software Specifications

For information on the System Software requirement see the Supported Environments documentation on the Customer Support page. To access the supported environments document from the support page

1. Go to the [SG&I Support Portal](#).
2. Under the **Please Sign In** heading, type your username and password and click **Login**. If you are not a registered user, click the **Not a Registered User?** link.
3. Click the **Products (A-Z)** tab.
4. From the **Product Family** list, click the link to your product family.
5. On the **Family** page for your product, click the link for your product.
6. On the product page, do one of the following:
7. Under **Product Information**, if the **Product Releases** are listed, click the product release. On the **Product Release** page, click the document you want to read:
8. To read about system requirements, click **Supported Environments**.



Appendix A - Operating System Best Practices

Overview

How the operating system is configured can greatly impact the installation and setup of the Intergraph applications downstream. Taking steps early in the setup of the server to ensure a proper configuration will make later software installation and configuration far easier.

Machine Names

Every computer is given a name that can be used to access resources on that computer. This is often referred to as the node name, NetBIOS name, or machine name. This is probably the one aspect of standard server configuration that is likely to be dictated by the customer. It is not uncommon for large IT organizations to have naming conventions in place (Called UNC – Universal Naming Convention) that they want applied to all devices within the span of their control. Computer names should be limited to 15 characters.

The following table shows the desired server name conventions for a standard I/CAD installation should the customer have no preference:

PURPOSE	SUGGESTED NODE NAME	NOTES
Active CAD Database	CAD01	
Standby CAD Database	CAD02	
Primary Com/Interface	CADCOM01	
Additional Com/Interface	CADCOM02	Increment number as needed (CADCOM03, etc.)
CAD Training Server	CADTRAIN01	
CAD Test Server	CADTEST01	
Mapping Server	CADMAP01	

Machine names should be finalized before the database applications are installed. This is far more important in an Oracle or Cluster setup than in SQL Server but is best to have the names cemented before application installation and setup occurs.

Domain



If the customer is using an existing domain, the machines will have to be joined to the domain by a customer who has a domain administrator account. If your site is standing up a domain for the first time, and Intergraph is responsible for its configuration, work closely with your Intergraph implementation consultant to insure domain best practices are followed.

Important: If you are going to use SQL Server AlwaysOn Availability Groups as your high availability solution, the database servers must be part of the same Windows domain, and part of the same shared-nothing Windows cluster. In order to setup a SQL AlwaysOn cluster we need a Domain level Service account for the SQL to run under, this account will also manage the cluster.

The requirements for the account are:

1. It must be a domain level account
2. It should have a complex password
3. The password should be set to never expire (This doesn't mean that you can't change it but that it needs to be done in a controlled fashion.)
4. The account needs full control of the AD Computer objects that will participate in the cluster
5. The AD Computer object for the cluster needs to be pre-staged.
 - a. Reference article
<https://technet.microsoft.com/en-us/library/dn466519.aspx>
 - b. Create the object
 - c. Grant the service account full control
 - d. Disable the account
6. If this is for WebRMS then the AlwaysOn Listener also needs to be pre-staged
 - a. Reference Article
<http://stackoverflow.com/questions/13717574/sql-availability-group-listener-creation-fails>
 - b. Create the object
 - c. Grant the cluster computer object full control of the listener object
 - d. You can disable it but it is not required.

If you are going to use SQL Server Database Mirroring as your high availability solution, it is important to obtain a domain login that can be used as a service account for running the database related services. The account will need administrator privileges on the local machines running the database applications, but does not need to be a domain administrator account. The passwords should be set to never expire.

It is recommended but not required that a domain controller and DNS server be collocated with the Public Safety Servers. If these services are provided from a remote location and the connection is lost it will impact functionality.

User Accounts

Intergraph staff working on the project may require administrator privileges on the machine.

If the customer has a domain and the machines are joined to the domain, the customer may choose to create domain level logins for Intergraph personnel. If this is the case, then each Intergraph domain account will need to be granted the appropriate permissions for the tasks they are performing.





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Quote date:
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Mar. 8, 2017

Solution ID:
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Company name:
CITY OF SAN ANGELO

Customer number:
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Ext: 5130098

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(325) 657-4219

Pricing Summary

Item	Qty	Unit price	Subtotal
PowerEdge R630	2	\$20,116.59	\$40,233.18
PowerEdge R630	1	\$20,562.97	\$20,562.97
Subtotal:			\$60,796.15
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$60,796.15
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$60,796.15

Shipping Group 1

Shipping Contact: RECEIVING DEPT	Shipping phone: (325) 657-4219	Shipping via: Standard Ground	Shipping Address: WATER UTILITIES 72 W COLLEGE RM 207 SAN ANGELO TX 76903 US
--	--	---	--

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R630	2	\$20,116.59	\$40,233.18
	Estimated Delivery Date: Feb. 23 - Mar. 3, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
210-ACXS	PowerEdge R630 Server	2	-	-
329-BCZI	PowerEdge R630 Motherboard MLK	2	-	-
461-AAED	PE Server FIPS TPM 1.2v2 CC	2	-	-
321-BBKJ	Chassis with up to 8, 2.5" Hard Drives, up to 2 PCIe Slots (With Optional Riser)	2	-	-
340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis	2	-	-
338-BJCO	Intel Xeon E5-2699 v4 2.2GHz,55M Cache,9.60GT/s QPI,Turbo,HT,22C/44T (145W) Max Mem 2400MHz	2	-	-
338-BJCV	Intel Xeon E5-2699 v4 2.2GHz,55M Cache,9.60GT/s QPI,Turbo,HT,22C/44T (145W) Max Mem 2400MHz	2	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	2	-	-
412-AAEF	160W Heatsink for PowerEdge R630	2	-	-
412-AAEF	160W Heatsink for PowerEdge R630	2	-	-
370-ACPH	2400MT/s RDIMMs	2	-	-
370-AAIP	Performance Optimized	2	-	-
780-BBJF	RAID 0 for H330/H730/H730P (1-24 HDDs or SSDs)	2	-	-
405-AAEH	PERC H730P Integrated RAID Controller, 2GB Cache	2	-	-
540-BBCC	Intel Ethernet X540 DP 10Gb BT + I350 1Gb BT DP Network Daughter Card	2	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	2	-	-
634-BBWU	OpenManage Essentials, Server Configuration Management	2	-	-
330-BBCL	Internal Dual SD Module	2	-	-
385-BBCF	Redundant SD Cards Enabled	2	-	-
385-BBJL	16GB SD Card For IDSMD	2	-	-
385-BBJL	16GB SD Card For IDSMD	2	-	-
429-AAQM	DVD ROM SATA Internal	2	-	-
325-BBIK	Quick Sync Bezel 8 Drive Chassis	2	-	-

770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	2	-	-
384-BBBL	Performance BIOS Settings	2	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	2	-	-
343-BBDK	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630	2	-	-
619-ABVR	No Operating System	2	-	-
421-5736	No Media Required	2	-	-
634-BDXD	VMware ESXi 6.0 U2 Embedded Image on Flash Media	2	-	-
332-1286	US Order	2	-	-
330-BBCT	Riser with up to 2, x16 PCIe Slots for x8, 2 PCIe Chassis with 2 Processors	2	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	2	-	-
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976-7765	ProSupport Plus: 7x24 Next Business Day Onsite Service, 7 Year	2	-	-
976-7772	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 7 Year	2	-	-
900-9997	On-Site Installation Declined	2	-	-
973-2426	Declined Remote Consulting Service	2	-	-
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	32	-	-
400-AEIB	120GB Solid State Drive SATA Boot 6Gbps 2.5in Hot-plug Drive, 13G	2	-	-
406-BBBC	QLogic 2662, Dual Port 16GB Fibre Channel HBA, Low Profile	2	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	4	-	-
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	4	-	-

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R630	1	\$20,562.97	\$20,562.97
	Estimated Delivery Date: Feb. 23 - Mar. 3, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
210-ACXS	PowerEdge R630 Server	1	-	-
329-BCZI	PowerEdge R630 Motherboard MLK	1	-	-
461-AAED	PE Server FIPS TPM 1.2v2 CC	1	-	-
321-BBKJ	Chassis with up to 8, 2.5" Hard Drives, up to 2 PCIe Slots (With Optional Riser)	1	-	-
340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis	1	-	-
338-BJCO	Intel Xeon E5-2699 v4 2.2GHz, 55M Cache, 9.6GT/s QPI, Turbo, HT, 22C/44T (145W) Max Mem 2400MHz	1	-	-
338-BJCV	Intel Xeon E5-2699 v4 2.2GHz, 55M Cache, 9.6GT/s QPI, Turbo, HT, 22C/44T (145W) Max Mem 2400MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
412-AAEF	160W Heatsink for PowerEdge R630	1	-	-
412-AAEF	160W Heatsink for PowerEdge R630	1	-	-

370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBJF	RAID 0 for H330/H730/H730P (1-24 HDDs or SSDs)	1	-	-
405-AAEH	PERC H730P Integrated RAID Controller, 2GB Cache	1	-	-
540-BBCC	Intel Ethernet X540 DP 10Gb BT + I350 1Gb BT DP Network Daughter Card	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
634-BBWU	OpenManage Essentials, Server Configuration Management	1	-	-
330-BBCL	Internal Dual SD Module	1	-	-
385-BBCF	Redundant SD Cards Enabled	1	-	-
385-BBJL	16GB SD Card For IDSDM	1	-	-
385-BBJL	16GB SD Card For IDSDM	1	-	-
429-AAQM	DVD ROM SATA Internal	1	-	-
325-BBIK	Quick Sync Bezel 8 Drive Chassis	1	-	-
770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	-	-
343-BBDK	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630	1	-	-
619-ABVR	No Operating System	1	-	-
421-5736	No Media Required	1	-	-
634-BDXD	VMware ESXi 6.0 U2 Embedded Image on Flash Media	1	-	-
332-1286	US Order	1	-	-
330-BBCT	Riser with up to 2, x16 PCIe Slots for x8, 2 PCIe Chassis with 2 Processors	1	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	1	-	-
976-7728	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
976-7765	ProSupport Plus: 7x24 Next Business Day Onsite Service,7 Year	1	-	-
976-7772	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 7 Year	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	16	-	-
400-AEIB	120GB Solid State Drive SATA Boot 6Gbps 2.5in Hot-plug Drive,13G	1	-	-
406-BBBC	QLogic 2662, Dual Port 16GB Fibre Channel HBA, Low Profile	1	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	-	-
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	2	-	-

Subtotal:	\$60,796.15
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$60,796.15
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$60,796.15

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If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

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Quote date:
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Company name:
CITY OF SAN ANGELO

Customer number:
110640453

Phone:
(325) 657-4219

Sales rep information:
Tobin Davis
Tobin_Davis@Dell.com
(800) 456-3355
Ext: 5130098

Bill to:
CITY OF SAN ANGELO
72 W COLLEGE AVE
SAN ANGELO
TX 76903-5814
US
(325) 657-4219

Pricing Summary

Item	Qty	Unit price	Subtotal
PowerEdge R730	1	\$41,516.99	\$41,516.99
Subtotal:			\$41,516.99
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$41,516.99
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$41,516.99

Shipping Group 1

Shipping Contact: RECEIVING DEPT	Shipping phone: (325) 657-4219	Shipping via: Standard Ground	Shipping Address: WATER UTILITIES 72 W COLLEGE RM 207 SAN ANGELO TX 76903 US
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SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R730	1	\$41,516.99	\$41,516.99
	Estimated Delivery Date: May 3 - May 11, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
210-ACXU	PowerEdge R730 Server	1	-	-
329-BCZK	PE R730/xd Motherboard MLK	1	-	-
461-AAED	PE Server FIPS TPM 1.2v2 CC	1	-	-
350-BBIL	Chassis with up to 16, 2.5 Hard Drives	1	-	-
340-AKKB	PowerEdge R730 Shipping	1	-	-
338-BJCO	Intel Xeon E5-2699 v4 2.2GHz,55M Cache,9.60GT/s QPI,Turbo,HT,22C/44T (145W) Max Mem 2400MHz	1	-	-
338-BJCV	Intel Xeon E5-2699 v4 2.2GHz,55M Cache,9.60GT/s QPI,Turbo,HT,22C/44T (145W) Max Mem 2400MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBJV	RAID 5 for H330/H730/H730P (3-16 HDDs or SSDs)	1	-	-
405-AAEH	PERC H730P Integrated RAID Controller, 2GB Cache	1	-	-
540-BBCC	Intel Ethernet X540 DP 10Gb BT + I350 1Gb BT DP Network Daughter Card	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
634-BBWU	OpenManage Essentials, Server Configuration Management	1	-	-
330-BBCL	Internal Dual SD Module	1	-	-
385-BBCF	Redundant SD Cards Enabled	1	-	-
385-BBJL	16GB SD Card For IDSDM	1	-	-
385-BBJL	16GB SD Card For IDSDM	1	-	-
429-AAPU	DVD ROM, SATA, INTERNAL	1	-	-
350-BBEJ	Bezel	1	-	-
770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	1	-	-

384-BBBL	Performance BIOS Settings	1	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	-	-
631-AAJG	Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd	1	-	-
619-ABVR	No Operating System	1	-	-
421-5736	No Media Required	1	-	-
332-1286	US Order	1	-	-
330-BBCO	R730/xd PCIe Riser 2, Center	1	-	-
330-BBCQ	R730 PCIe Riser 3, Left	1	-	-
330-BBCR	R730/xd PCIe Riser 1, Right	1	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	1	-	-
976-8706	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
976-8754	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 7 Year	1	-	-
976-8755	ProSupport Plus: 7x24 Next Business Day Onsite Service, 7 Year	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	16	-	-
400-ANMX	1.92TB Solid State Drive SAS Mix Use MLC 2.5in Hot-plug Drive, PX04SV	12	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	-	-

Subtotal:	\$41,516.99
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$41,516.99
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$41,516.99

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



EMC Corporation
176 South Street
HOPKINTON MA 01748
USA

Quote Prepared By: NORTH AMERICA QUOTA HOUSE

Email:

Quote #: 6000999860 V01

Opportunity #:

Date: 14.03.2017

Valid Until:

Contract #: TX - DIR-TSO-2634 DIR-SDD-1951

Payment Terms: NET 30

Sales Contract Enablement: State & Local Direct

Sold To: SAN ANGELO POLICE JAMES GORE 401 E BEAUREGARD AVE SAN ANGELO TX 76903 USA	Bill To: SAN ANGELO POLICE JAMES GORE 401 E BEAUREGARD AVE SAN ANGELO TX 76903 USA	Ship To: SAN ANGELO POLICE JAMES GORE 401 E BEAUREGARD AVE SAN ANGELO TX 76903 USA	Install At: SAN ANGELO POLICE 401 E BEAUREGARD AVE SAN ANGELO TX 76903 USA	End User: SAN ANGELO POLICE JAMES GORE 401 E BEAUREGARD AVE SAN ANGELO TX 76903 USA
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Item	Description	Qty	UOM	Total List Price (USD)	Total Contract Price (USD)	Discount	Extended Price (USD)	Warranty Months	Concession Months	Maintenance Months	Parts Retention Months	Discount Class	Contract #
D3SL16FAF	UNITY 2X4 PORT 16G FC IO	1	EA	3,530.00	3,530.00	44.10%	1,973.13			60		UM-F1	
D3SFP16FAF	UNITY 4X16GB SFP FC CONNECTION	1	EA	0.00	0.00	0.00%	0.00			60		UM-F1	
D31D24AF25AF	UNITY 300 AFA DPE 25X2.5 FLD INS	1	EA	9,865.00	9,865.00	44.10%	5,514.15			60		UM-F1	
D3F-2S12FXL-320	UNITY AFA 3.2TB SSD 25X2.5	10	EA	91,550.00	91,550.00	44.10%	51,172.88			60		UM-F1	
D31DEMCK25KIT	UNITY 25 DRIVE DPE AF FLD INSTALL KIT	1	EA	0.00	0.00	0.00%	0.00			60		UM-F1	
M-ENHHWE-005	ENHANCED HARDWARE SUPPORT	1	EA	47,226.00	47,226.00	44.10%	26,397.49			60		UM-F1	
458-001-840	UNITY 300F BASE SOFTWARE+ D@RE=IC	1	EA	0.00	0.00	0.00%	0.00			60		UM-F1	
M-ENHSWE-005	ENHANCED SOFTWARE SUPPORT	1	EA	0.00	0.00	0.00%	0.00			60		UM-F1	
458-000-066	VPLEX MIGRATION PRODUCT	1	EA	0.00	0.00	0.00%	0.00			36		VPLEX	
456-107-848	VPLEX 180 DAY MIGRATION LIC=IC	1	EA	0.00	0.00	0.00%	0.00			36		VPLEX	
M-PRESW-015	PREMIUM SOFTWARE SUPPORT	1	EA	0.00	0.00	0.00%	0.00			36		VPLEX	
458-001-374	RP BASIC FOR UNITY 300/300F =IC	1	EA	0.00	0.00	0.00%	0.00			12		UM-1	
M-PRESWE-004	PREMIUM SOFTWARE SUPPORT	1	EA	0.00	0.00	0.00%	0.00			12		UM-1	
458-001-440	RECOVERPOINT FOR VM STARTER PACKS	1	EA	0.00	0.00	0.00%	0.00			12		D3	
456-107-803	RP4VM ESSENTIAL SW FOR UNITY=IB	1	EA	0.00	0.00	0.00%	0.00			12		UM-1	
M-PRESW-001	PREMIUM SOFTWARE SUPPORT	1	EA	0.00	0.00	0.00%	0.00			12		H	
458-001-734	APPSYNC BASIC FOR UNITY 300F =IC	1	EA	0.00	0.00	0.00%	0.00			36		UM-F1	
456-111-473	APPSYNC BASIC FOR UNITY 300F =IC	1	EA	0.00	0.00	0.00%	0.00			36		UM-F1	
M-PRESWE-005	PREMIUM SOFTWARE SUPPORT	1	EA	0.00	0.00	0.00%	0.00			36		UM-F1	

Hardware Summary	\$104,945.00	\$104,945.00	44.10%	\$58,660.16
Software Summary	\$0.00	\$0.00	0.00%	\$0.00

Prepaid HW Maintenance Summary	\$47,226.00	\$47,226.00	44.10%	\$26,397.49
Prepaid SW Maintenance Summary	\$0.00	\$0.00	0.00%	\$0.00



EMC Corporation
176 South Street
HOPKINTON MA 01748
USA

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Email:

Quote #: 6000999860 V01

Opportunity #:

Date: 14.03.2017

Valid Until:

Contract #: TX - DIR-TSO-2634 DIR-SDD-1951

Payment Terms: NET 30

Sales Contract Enablement: State & Local Direct

Sold To: SAN ANGELO POLICE JAMES GORE 401 E BEAUREGARD AVE SAN ANGELO TX 76903 USA	Bill To: SAN ANGELO POLICE JAMES GORE 401 E BEAUREGARD AVE SAN ANGELO TX 76903 USA	Ship To: SAN ANGELO POLICE JAMES GORE 401 E BEAUREGARD AVE SAN ANGELO TX 76903 USA	Install At: SAN ANGELO POLICE 401 E BEAUREGARD AVE SAN ANGELO TX 76903 USA	End User: SAN ANGELO POLICE JAMES GORE 401 E BEAUREGARD AVE SAN ANGELO TX 76903 USA
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Item	Description	Qty	UOM	Total List Price (USD)	Total Contract Price (USD)	Discount	Extended Price (USD)	Warranty Months	Concession Months	Maintenance Months	Parts Retention Months	Discount Class	Contract #
Total Products and Services (USD)								\$85,057.65					
Total Freight (USD)								\$73.73					
Total Price (USD)								\$85,131.38					



Pricing Proposal
Quotation #: 13125521
Created On: 3/13/2017
Valid Until: 3/31/2017

City of San Angelo TX

John Welch

401 E Beauregard Ave
San Angelo Police Dept.
San Angelo, Texas 76903
UNITED STATES
Phone: (325) 657-4254
Fax:
Email: john.welch@sanangelopolice.org

Account Representative

Kerri Fitzmorris

1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Texas@shi.com*
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft SQL Server Enterprise Core Edition - License & software assurance - 2 cores - Select, Select Plus - Win - Single Language Microsoft - Part#: 7JQ-00353 Coverage Term: 1/26/2017 – 8/31/2019	2	\$14,214.42	\$28,428.84
2 Microsoft SQL Server 2016 Standard Core - License - 2 cores - Select Plus - Win - Single Language Microsoft - Part#: 7NQ-00842	4	\$2,311.43	\$9,245.72
3 Microsoft Windows Server 2016 Datacenter - License - 2 cores - Select Plus - minimum 16 cores per physical server - Single Language Microsoft - Part#: 9EA-00270	88	\$495.95	\$43,643.60
Subtotal			\$81,318.16
Shipping			\$0.00
Total			\$81,318.16

Additional Comments

DIR-SDD-2503

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

Thanks!

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Pricing Proposal
Quotation #: 12935843
Created On: 2/7/2017
Valid Until: 2/28/2017

City of San Angelo TX

John Welch

401 E Beauregard Ave
San Angelo Police Dept.
San Angelo, Texas 76903
UNITED STATES
Phone: (325) 657-4254
Fax:
Email: john.welch@sanangelopolice.org

Account Representative

Kerri Fitzmorris

1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Texas@shi.com*
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 VMware vSphere 6 Standard Acceleration Kit for 6 processors VMware - Part#: VS6-STD-AK-C	1	\$9,860.39	\$9,860.39
2 VMware Support and Subscription Production - Technical support - for VMware vSphere Standard Acceleration Kit (v. 6) - 6 processors - emergency phone consulting - 1 year - 24x7 - response time: 30 min VMware - Part#: VS6-STD-AK-P-SSS-C	5	\$2,468.85	\$12,344.25
3 VMware vSphere Standard - (v. 6) - license - 1 processor - VPP - level 1 (250-599) VMware - Part#: VS6-STD-C-L1	2	\$856.62	\$1,713.24
4 VMware Support and Subscription Production - Technical support - for VMware vSphere Standard Edition (v. 6) - 1 processor - emergency phone consulting - 1 year - 24x7 - response time: 30 min VMware - Part#: VS6-STD-P-SSS-C	10	\$265.81	\$2,658.10
Subtotal			\$26,575.98
Shipping			\$0.00
Total			\$26,575.98

Additional Comments

DIR-SDD-2500

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

Thanks!

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

Consider adoption of an ordinance authorizing the issuance and sale of City of San Angelo, Texas tax notes, series 2017; appointing a Pricing Officer and delegating to the Pricing Officer the authority to approve on behalf of the City the sale of the notes, the terms of the notes and the offering documents for the notes; establishing certain parameters for the approval of such matters by the Pricing Officer; levying an annual ad valorem tax and providing for the security for and payment of said notes; providing an effective date; and enacting other provisions relating to the subject - (Presentation by Finance Director Tina Dierschke)

Summary/History:

For Council's consideration today is an opportunity for beginning the process of funding the dispatch and records management system and equipment for public safety through a debt issue supported by the property tax rate.

The City anticipates issuing Tax Notes in the amount of \$2,230,000, including issue costs, for improvements to the dispatch and records management system.

The Tax Notes are expected to be amortized over a 7 year period, at an interest rate of 2.43% (TIC) based on current market rates. The new Tax Notes will NOT increase the property tax rate allocated for debt service.

The parameters ordinance allows for the City to make the expenditures immediately and to reimburse itself with the proceeds of the debt issue.

Financial Impact:

The ordinance allows for up to \$2,230,000 in a debt issue and is available within the City's current debt capacity.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------|--|
| 1. | Timeline | Timeline San Angelo 2017 Notes & GO Refunding 3-21-17.pdf |
| 2. | Slides | COSA 2017 - Slides on Ref Bond and New Money issues 3-21-17.pptx |
| 3. | Debt Schedule | 3-21-2017 San Angelo - Tax Note and GO Refi.pdf |
| 4. | Ordinance | Ordinance (Tax Notes) v1 3-21-17.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

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



City of San Angelo, Texas

\$2,230,000* Tax Notes, Series 2017 (the “Notes”)

\$8,140,000* General Obligation Refunding Bonds, Series 2017 (the “Refunding Bonds”)

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

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

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

Timeline of Events

Tuesday, March 21, 2017

Financing update to Council from Specialized Public Finance Inc. (“SPFI”) for the Notes and Refunding Bonds.

Council authorizes the parameter ordinances for the Notes and Refunding Bonds. Council delegates the authority to the pricing officer to complete the sale of the transactions.

Week of:

Monday, March 27, 2017

SPFI distributes Preliminary Official Statement (the “POS”) for comments. SPFI makes application to the rating agencies to obtain a credit rating.

Week of:

Monday, April 3, 2017

Rating conference calls with rating agencies.

Friday, April 14, 2017

Receive ratings from rating agencies.

SPFI posts the POS and Notice of Sale for prospective bidders.

Wednesday, April 19, 2017

Competitive Sale – Receive bids on the Notes and Refunding Bonds from broker/dealers. The bids are tabulated and verified by SPFI. (9:00 am & 9:30 am respectively). The pricing officer will award the Notes and Refunding Bonds to the winning bidders.

TBD

SPFI will present Council with the financing results, if necessary.

Thursday, May 18, 2017

Closing Date – Proceeds from the Refunding Bonds will be delivered to the escrow fund. Proceeds from the Notes will be delivered to construction fund.

Thursday, May 25, 2017

2007 Bonds and the 2007A Certificates are redeemed from the Escrow.

*Preliminary subject to change



Denotes City Council Meeting Date



Denotes Closing Date



City Council

Tuesday, March 21, 2017



Refunding Bonds

- The City could refinance the Series 2007 Bonds and Series 2007A Certificates for a lower interest rate.
- The prior interest rates are between 4.40% and 4.625%. Based on today's market, the new refinancing rate is expected to be 2.619% (TIC).
- The total savings over the life of the transaction are \$359,448.



Tax Notes

- The City anticipates issuing Tax Notes in the amount of \$2,230,000 for improvements to the dispatch and records management system.
- The Tax Notes are expected to be amortized over a 7 year period, at an interest rate of 2.43% (TIC) based on current market rates.
- The new Tax Notes will NOT increase the I&S Tax Rate.





City Council

Tuesday, March 21, 2017



Overview of the Tax Notes and General Obligation Refinancing

City of San Angelo, Texas

March 21, 2017



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

Vince Viaille | Managing Director
Office 214.373.3911 | Cell 806.773.4546
vince@spubfin.com

Paul Jasin | Managing Director
Office 214.373.3911 | Cell 214.288.7898
paul@spubfin.com

Overview of the Plan of Finance

- The City intends to issue Tax Notes to fund improvements to the Radio System.
 - The estimated project fund deposit for the improvements is \$2,160,000.
- In addition, the City could refinance certain outstanding obligations (Series 2007A Certificates and the Series 2007 General Obligation Bonds) for a lower interest rate and savings.
 - Net of all issuance costs, the estimated savings from the refinancing is over \$359,448.
 - Both outstanding obligations become eligible to be refinanced (current refunding) beginning February 15, 2017.
- The following analysis assumes both financings would close in May 18, 2017.

Proposed Tax Notes with a Project Fund Deposit of \$2,160,000

FYE 9/30	Adjusted Taxable Value ⁽²⁾	Est. AV Growth	Existing Tax Supported D/S	Preliminary \$2,230,000 Series 2017			Estimated Existing & Proposed Tax Supported D/S	Estimated I&S Tax Rate ⁽³⁾
				Dated: 5/18 Principal	Est. @ 2.43% Interest	Total D/S		
2017	\$ 4,766,739,661	3.00%		\$ -	\$ -	\$ -	\$ -	0.0986
2018	4,909,741,851	3.00%	3,030,907	310,000	37,992	347,992	3,378,898	0.071
2019	5,057,034,106	3.00%	2,986,670	305,000	45,025	350,025	3,336,695	0.068
2020	5,208,745,130	3.00%	2,963,131	310,000	38,925	348,925	3,312,056	0.065
2021	5,365,007,483	3.00%	2,949,953	315,000	32,725	347,725	3,297,678	0.063
2022	5,525,957,708	3.00%	2,977,001	320,000	26,425	346,425	3,323,426	0.062
2023	5,691,736,439	1.00%	2,082,399	330,000	18,425	348,425	2,430,824	0.044
2024	5,748,653,804	1.00%	1,951,200	340,000	9,350	349,350	2,300,550	0.041
2025	5,806,140,342	1.00%	1,949,900	-	-	-	1,949,900	0.034
2026	5,864,201,745	1.00%	1,955,000	-	-	-	1,955,000	0.034
2027	5,922,843,762	1.00%	1,960,450	-	-	-	1,960,450	0.034
2028	5,982,072,200	1.00%	1,951,725	-	-	-	1,951,725	0.033
2029	6,041,892,922	1.00%	1,949,850	-	-	-	1,949,850	0.033
2030	6,102,311,851	1.00%	1,074,800	-	-	-	1,074,800	0.018
2031	6,163,334,970	1.00%	1,077,569	-	-	-	1,077,569	0.018
2032	6,224,968,320	1.00%	1,078,856	-	-	-	1,078,856	0.018
2033	6,287,218,003	1.00%	1,078,856	-	-	-	1,078,856	0.018
2034	6,350,090,183	1.00%	1,077,038	-	-	-	1,077,038	0.017
2035	6,413,591,085	1.00%	1,078,294	-	-	-	1,078,294	0.017
2036	6,477,726,995	1.00%	894,300	-	-	-	894,300	0.014
			<u>\$36,067,897</u>	<u>\$ 2,230,000</u>	<u>\$ 208,867</u>	<u>\$ 2,438,867</u>	<u>\$ 38,506,764</u>	
				\$2,160,000 Project Fund Deposit				

Assumptions:

⁽¹⁾ All assumptions are as of March 10, 2017.

⁽²⁾ Represents Tax Year 2016 Taxable Value provided by the Texas MAC; Estimated assessed valuation growth rates provided by the City.

⁽³⁾ Est. tax collections rate: 97.5%

Refinancing of the 2007A Certificates and 2007 G.O. Bonds

- The Series 2007A Certificates currently hold interest rates between 4.40% - 4.65% and could be refinanced to approximately 2.619% based on today's market.
- The Series 2007 General Obligation Bonds currently hold interest rates between 4.40% - 4.50% and could be refinanced to approximately 2.619% based on today's market.
- The refinancing is estimated to save the City \$359,448 over the life of the bond and net of all issuance costs.

Refunded Bonds				
Issue	Maturities	Interest Rates	Amount	Callable
2007A C/Os	2018-20; 2027	4.40%-4.625%	\$ 4,300,000	2/15/2017 @ Par
2007 GO Ref.	2018-2021	4.40%-4.50%	\$ 3,705,000	2/15/2017 @ Par

Preliminary Summary of Results	
Par Amount of Refunding Bonds	\$ 8,140,000
Est. True Interest Cost (TIC)	2.619%
Total Debt Service Savings	\$ 359,448
Net Present Value Savings (\$)	\$ 315,203
Net Present Value Savings (%)	3.938%

Projected Annual Savings			
FYE 9/30	Existing D/S	Post-Ref Net D/S	Savings
2017	\$ 65,032	\$ 42,219	\$ 22,813
2018	2,114,676	2,061,128	53,549
2019	2,117,929	2,065,459	52,470
2020	2,117,356	2,066,415	50,941
2021	1,075,869	1,023,228	52,641
2022	63,594	42,315	21,279
2023	63,594	42,315	21,279
2024	63,594	42,315	21,279
2025	63,594	42,315	21,279
2026	63,594	42,315	21,279
2027	1,406,797	1,386,158	20,639
	\$ 9,215,628	\$ 8,856,180	\$ 359,448

Note: Interest Rates as of March 10, 2017 (with +20bps cushion for future rate movements).

Assumes refunding bonds close on May 18, 2017.

Updated Rolling Certificates of Obligation Improvement Program

FYE 9/30	I&S Tax Rate Revenues		Existing	Tax Notes		Certificates						(B) Total D/S	(4)	Est. New I&S Rate (5)
	Assessed Valuation	Est. AV Growth	Existing Net Tax-Supported D/S	2.43% \$ 2,230,000 Series 2017	3.72% \$5,000,000 Series 2017	3.82% \$16,000,000 Series 2018	3.97% \$16,000,000 Series 2020	3.93% \$16,000,000 Series 2022	3.97% \$16,000,000 Series 2024					
2017	\$ 4,766,739,661	3.00% (2)		-	-	-	-	-	-	-	-	-		0.0986
2018	4,909,741,851	3.00% (2)	3,030,907	347,992	1,367,155	-	-	-	-	-	1,715,147			0.0981
2019	5,057,034,106	3.00% (2)	2,986,670	350,025	262,130	1,243,928	-	-	-	-	1,856,083			0.0982
2020	5,208,745,130	3.00% (2)	2,963,131	348,925	273,155	1,399,385	-	-	-	-	2,021,465			0.0982
2021	5,365,007,483	3.00% (2)	2,949,953	347,725	288,655	665,035	843,553	-	-	-	2,144,968			0.0974
2022	5,525,957,708	3.00% (2)	2,977,001	346,425	283,855	855,985	805,915	-	-	-	2,292,180			0.0978
2023	5,691,736,439	3.00% (2)	2,082,399	348,425	283,980	892,810	629,165	1,160,078	-	-	3,314,458			0.0973
2024	5,748,653,804	1.00% (2)	1,951,200	349,350	283,955	892,310	629,165	1,335,985	-	-	3,490,765			0.0971
2025	5,806,140,342	1.00% (2)	1,949,900	-	288,705	679,735	1,161,065	820,060	684,288	3,633,853				0.0986
2026	5,864,201,745	1.00% (2)	1,955,000	-	288,230	901,785	1,051,290	798,235	631,650	3,671,190				0.0984
2027	5,922,843,762	1.00% (2)	1,960,450	-	287,605	1,047,985	717,815	964,010	661,200	3,678,615				0.0976
2028	5,982,072,200	1.00% (2)	1,951,725	-	286,343	1,182,723	596,015	962,010	719,400	3,746,490				0.0977
2029	6,041,892,922	1.00% (2)	1,949,850	-	283,930	1,315,598	596,015	959,710	652,675	3,807,928				0.0977
2030	6,102,311,851	1.00% (2)	1,074,800	-	285,730	1,472,348	1,160,953	902,010	942,500	4,763,540				0.0981
2031	6,163,334,970	1.00% (2)	1,077,569	-	287,130	1,477,260	1,193,290	903,798	947,675	4,809,153				0.0980
2032	6,224,968,320	1.00% (2)	1,078,856	-	288,015	1,472,860	1,266,090	905,060	941,700	4,873,725				0.0981
2033	6,287,218,003	1.00% (2)	1,078,856	-	288,380	1,476,660	1,315,290	904,760	949,450	4,934,540				0.0981
2034	6,350,090,183	1.00% (2)	1,077,038	-	288,335	1,472,948	1,380,890	902,860	946,675	4,991,708				0.0980
2035	6,413,591,085	1.00% (2)	1,078,294	-	287,880	1,476,595	1,809,990	900,360	570,200	5,045,025				0.0979
2036	6,477,726,995	1.00% (2)	894,300	-	287,015	1,473,090	1,146,608	760,060	1,667,800	5,334,573				0.0986
2037	6,542,504,265	1.00% (2)	-	-	285,740	1,472,433	1,864,560	1,153,960	1,177,100	5,953,793				0.0933
2038	6,607,929,308	1.00% (2)	-	-	-	1,469,520	2,198,528	1,133,988	1,175,000	5,977,035				0.0928
2039	6,674,008,601	1.00% (2)	-	-	-	-	2,814,638	2,102,533	1,191,500	6,108,670				0.0939
2040	6,740,748,687	1.00% (2)	-	-	-	-	2,872,708	2,108,528	1,191,500	6,172,735				0.0939
2041	6,808,156,174	1.00% (2)	-	-	-	-	-	2,865,458	3,018,000	5,883,458				0.0886
2042	6,876,237,736	1.00% (2)	-	-	-	-	-	2,867,605	3,019,400	5,887,005				0.0878
2043	6,945,000,113	1.00% (2)	-	-	-	-	-	-	2,521,500	2,521,500				0.0372
2044	7,014,450,114	1.00% (2)	-	-	-	-	-	-	2,524,500	2,524,500				0.0369
				\$ 36,067,897	\$ 2,438,867	\$ 6,775,923	\$24,340,990	\$26,053,541	\$25,411,065	\$26,133,713	\$ 111,154,098			

Assumptions:

- (1) FYs 2017 Assessed Valuation is the current Net Taxable Assessed Value.
- (2) Estimated assessed valuation growth rates provided by the City.
- (3) Existing Tax-Supported D/S provided by the City.
- (4) All financing assumptions are as of March 10, 2017 for purposes of illustration only. Preliminary, subject to change. Interest rates include a slight hedge against potential upward interest rate movement.
- (5) Est. tax collections rate: 97.50%

Preliminary Financing Timeline

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

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

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

Tuesday, March 21, 2017

Financing update to Council from Specialized Public Finance Inc. ("SPFI") for the Notes and Refunding Bonds.

Council authorizes the parameter ordinances for the Notes and Refunding Bonds. Council delegates the authority to the pricing officer to complete the sale of the transactions.

Week of:
Monday, March 27, 2017

SPFI distributes Preliminary Official Statement (the "POS") for comments. SPFI makes application to the rating agencies to obtain a credit rating.

Week of:
Monday, April 3, 2017

Rating conference calls with rating agencies.

Friday, April 14, 2017

Receive ratings from rating agencies.

SPFI posts the POS and Notice of Sale for prospective bidders.

Wednesday, April 19, 2017

Competitive Sale – Receive bids on the Notes and Refunding Bonds from broker/dealers. The bids are tabulated and verified by SPFI. (9:00 am & 9:30 am respectively). The pricing officer will award the Notes and Refunding Bonds to the winning bidders.

TBD

SPFI will present Council with the financing results, if necessary.

Thursday, May 18, 2017

Closing Date – Proceeds from the Refunding Bonds will be delivered to the escrow fund. Proceeds from the Notes will be delivered to construction fund.

Thursday, May 25, 2017

2007 Bonds and the 2007A Certificates are redeemed from the Escrow.

ORDINANCE NO. 2017-03-___

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SAN ANGELO, TEXAS TAX NOTES, SERIES 2017; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE ON BEHALF OF THE CITY THE SALE OF THE NOTES, THE TERMS OF THE NOTES AND THE OFFERING DOCUMENTS FOR THE NOTES; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID NOTES; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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

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

WHEREAS, in accordance with the provisions of the Act, the City Council hereby finds and determines that tax notes should be issued and sold at this time to finance the costs incurred by the Issuer in connection with the acquisition of hardware and software for the Issuer's emergency dispatch communications system, and the payment of professional services and costs of issuance related to the notes (the "Project"); and

WHEREAS, the Issuer is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation;

WHEREAS, the City Council of the Issuer hereby finds and determines that it is in the best interests of the Issuer to issue the notes hereinafter authorized, for the purposes stated, and to delegate to the Pricing Officer (hereinafter designated) the authority to act on behalf of the Issuer in selling and delivering the notes and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Section 1371.053, Texas Government Code; and

WHEREAS, the City Council of the Issuer deems it appropriate and advisable to adopt this Ordinance and to issue the issue tax notes in the amounts and for the purposes hereinafter set forth;

WHEREAS, It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public

business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The tax notes of the City of San Angelo, Texas (the "Issuer") are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth for paying all or a portion of the Issuer's contractual obligations incurred in connection with the acquisition of hardware and software for the Issuer's emergency dispatch communications system, and the payment of professional services and costs of issuance related to the notes (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF NOTES. Each note issued pursuant to this Ordinance shall be designated: "CITY OF SAN ANGELO, TEXAS TAX NOTE, SERIES 2017," and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 11 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"). The Notes shall be in the respective denominations and principal amounts, shall be dated, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

The term "Notes" as used in this Ordinance shall mean and include collectively the notes initially issued and delivered pursuant to this Ordinance and all substitute notes exchanged therefor, as well as all other substitute notes and replacement notes issued pursuant hereto, and the term "Note" shall mean any of the Notes.

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Section 1371.053, Texas Government Code, as amended, the Assistant City Manager and Director of Finance of the Issuer (each, a "Pricing Officer") are hereby authorized to act on behalf of the Issuer in selling and delivering the Notes and carrying out the other procedures specified in this Ordinance, including, determining the date of the Notes, any additional or different designation or title by which the Notes shall be known, the price at which the Notes will be sold, the years in which the Notes will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Notes shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Notes, including without limitation, procuring municipal bond insurance, including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements, and approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

- (i) the aggregate original principal amount of the Notes shall not exceed \$3,000,000;
- (ii) the final maturity of the Notes shall not exceed February 15, 2024;

- (iii) the maximum interest rate shall not exceed the highest rate permitted by Chapter 1204, Texas Government Code;
- (iv) the true interest cost shall not exceed 5.00%.

(b) In establishing the aggregate principal amount of the Notes, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Notes are authorized and to pay costs of issuing the Notes. The delegation made hereby shall expire if not exercised by the Pricing Officer prior to the 180th following the adoption of this Ordinance. It is further provided, however, that notwithstanding the foregoing provisions, the Notes shall not be delivered unless prior to delivery, the Notes have been rated by a nationally recognized securities rating agency in one of the four highest rating categories for long term obligations, as required by Chapter 1371. The Notes shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the City Council of the Issuer hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Notes as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 4. CHARACTERISTICS OF THE NOTES.

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

(b) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel all paid Notes and Notes surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the

substitute Notes in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Notes as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Notes which initially were issued and delivered pursuant to this Ordinance, approved by the Office of the Attorney General of the State of Texas (the "Attorney General"), and registered by the Office of the Comptroller of Public Accounts of the State of Texas (the "Comptroller").

(c) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Notes, and of all conversions and exchanges of Notes, and all replacements of Notes, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Registration Books as the absolute owner of such Note for the purpose of payment of principal and interest with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Notes only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Notes to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Note certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(e) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Notes that at all times while the Notes are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Notes under this Ordinance, and that the Paying Agent/Registrar will be a single entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying

Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Notes, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(g) Book-Entry Only System. The Notes issued in exchange for the Notes initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Note for each of the maturities thereof and the ownership of each such Note shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

(h) Blanket Letter of Representations. The previous execution and delivery of the Blanket Issuer Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Notes. Notwithstanding anything to the contrary contained herein, while the Notes are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Blanket Issuer Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(i) Notes Registered in the Name of Cede & Co. With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Notes, as shown on the Registration Books, of any notice with respect to the Notes, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Notes, as shown in the Registration Books of any amount with respect to principal of or interest on the Notes. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(j) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Notes that they be able to obtain certificated Notes, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Notes shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Notes shall designate, in accordance with the provisions of this Ordinance.

(k) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Note and all notices with respect to such Note shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the Issuer to DTC.

(l) General Characteristics of the Notes. The Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Notes, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Notes shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Note initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note or Notes issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF NOTE set forth in this Ordinance.

(m) Cancellation of Initial Note. On the closing date, one initial Note representing the entire principal amount of the Notes, payable in stated installments to the order of the initial purchaser of the Notes or its designee, executed by manual or facsimile signature of the Mayor and City Clerk, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Note, the Paying Agent/Registrar shall insert the Delivery Date on Note No. T-1, cancel the initial Note and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Note for each year of maturity of the Notes, in the aggregate principal amount of all of the Notes for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Notes in safekeeping for DTC.

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

(a) Form of Note.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF SAN ANGELO, TEXAS TAX NOTE SERIES 2017	PRINCIPAL AMOUNT \$ _____
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Interest Rate	Delivery Date	Maturity Date	CUSIP No.
_____	_____, 2017	February 15, ____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the City of San Angelo, in Tom Green County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on _____, and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Note are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note shall be paid to the registered owner hereof upon presentation and surrender of this Note at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, Texas, which is the "Paying Agent/Registrar" for this Note. The payment of interest on this Note shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Note (the "Note Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Note appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Note prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Note for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Note that on or before each principal payment date, interest payment date, and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Ordinance, the amounts required

to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

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

THIS NOTE is one of a series of Notes dated _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for paying all or a portion of the Issuer's contractual obligations incurred in connection with the acquisition of hardware and software for the Issuer's emergency dispatch communications system, and the payment of professional services and costs of issuance related to the Notes.

ON FEBRUARY 15, 20____, or on any date thereafter, the Notes of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Notes, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Note may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Notes called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Notes or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Note to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Note. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Notes or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Notes or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Note shall be redeemed, a substitute Note or Notes having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Note Ordinance.

ALL NOTES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Note Ordinance, this Note may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Note Ordinance. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Note or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Note or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Notes is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Note Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Notes.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, all as provided in the Note Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Notes.

BY BECOMING the registered owner of this Note, the registered owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each registered owner hereof and the Issuer.

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

(signature)
City Clerk

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Note is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

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

Dated: _____.

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

By: _____

Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

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

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

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

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Note and that this Note has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Note Insertions.

(i) The initial Note shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Note, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF SAN ANGELO, TEXAS, in Tom Green County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
--------------	-------------------------------	-----------------------

(Information from Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on _____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full."

C. The Initial Note shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be accounted for separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Notes. All amounts received from the sale of the Notes as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Notes shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Notes are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Notes as such principal matures (but never less than 2% of the original amount of said Notes as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Notes are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest

and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Notes, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Notes and the pledge of the taxes granted by the Issuer under this Section and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Notes are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Notes a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 7. DEFEASANCE OF NOTES.

(a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Notes shall have become due and payable. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Notes, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Notes that is made in conjunction with the payment arrangements specified in subsections (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Notes for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Notes immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Notes, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Notes.

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

(e) In the event that the Issuer elects to defease less than all of the principal amount of Notes of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Notes by such random method as it deems fair and appropriate.

Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES.

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

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

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

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

(e) Authority for Issuing Replacement Notes. In accordance with Sec. 1206.022, Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the

duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Notes in the form and manner and with the effect, as provided in Section 4(b) of this Ordinance for Notes issued in conversion and exchange for other Notes.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Notes as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Notes (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed by the Notes (the "Project") are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Notes, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Notes or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Notes, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Notes, other than investment property acquired with –

(A) proceeds of the Notes invested for a reasonable temporary period, or, in the case of current refunding bonds, for a period of 90 days or less and in the case of advance refunding bonds, for a period of 30 days or less, until such proceeds are needed for the purpose for which the Notes or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Notes;

(7) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes, as may be necessary, so that the Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Notes) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to assure that the proceeds of the Notes will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Notes, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code.

(d) The Issuer hereby authorizes and directs the Mayor, City Manager, Assistant City Manager, and Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes.

(e) Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes

that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Notes, or (2) the date the Notes are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Notes. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(g) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 11. SALE OF NOTES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Notes shall be sold and delivered subject to the provisions of Sections 1 and 3 through a negotiated sale, competitive sale or private placement and pursuant to the terms and provisions of a purchase contract or a notice of sale and bidding instructions and official bid form (in either case, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the initial purchaser or purchasers (collectively, the "Initial Purchaser") of the Notes shall be designated. The Notes shall initially be registered in the name of the Initial Purchaser thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a final official statement relating to the Notes to be used by the Initial Purchaser in the marketing of the Bonds. The distribution and use of the Preliminary Official Statement prior to the date hereof has been and is hereby approved by the governing body of the Issuer, and its use in the offer and sale of the Notes is hereby approved.

(c) The Mayor, City Manager, City Clerk and Director of Finance, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Notes, the sale of the Notes and the Official Statement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. CUSTODY, APPROVAL, AND REGISTRATION OF NOTES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Pricing Officer is hereby authorized to have control of the Initial Note and all necessary records and proceedings pertaining to the Notes pending their delivery and the investigation, examination, and approval by the Attorney General of the State of Texas, and registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Note, said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Notes, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Notes issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Notes. In addition, if bond insurance is obtained, the Notes may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Notes is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Notes to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Notes is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter.

Section 13. INVESTMENT AND SECURITY OF FUNDS. (a) Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with other Note proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Note proceeds that are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Notes from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

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

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 14. CONSTRUCTION FUND.

The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2017 Tax Note Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund and used in the manner described in Section 6 of this Ordinance.

Section 15. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (A) within six months after the end of each fiscal year ending in or after 2017, financial information and operating data with respect to the Issuer of the general type included in the final Official under Tables 1 through 6 and 8 through 15; and (B) within 12 months after the end of each fiscal year ending in or after 2017, audited financial statements, if the Issuer commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the Issuer will provide unaudited financial information of the type in the numbered tables described above by the required time and will provide the Issuer's annual audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Notes, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of Noteholders;
3. Note calls;
4. Release, substitution, or sale of property securing repayment of the Notes;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Notes, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;

6. Tender offers;

7. Defeasances;

8. Rating changes; and

9. Bankruptcy, insolvency, receivership or similar event of an obligated person.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Notes within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Notes no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Notes, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer

undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Notes in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Notes consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Notes. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 16. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or

omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Notes aggregating in principal amount 51% of the aggregate principal amount of then outstanding Notes that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Notes, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Notes so as to:

- (1) Make any change in the maturity of any of the outstanding Notes;
- (2) Reduce the rate of interest borne by any of the outstanding Notes;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Notes;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Notes or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Notes necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Notes a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Notes.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Notes then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

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

(f) Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period.

Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Notes then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Notes, the Issuer shall rely solely upon the registration of the ownership of such Notes on the registration books kept by the Paying Agent/Registrar.

Section 17. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Notes, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Notes then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained

in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the Issuer or the City Council.

Section 18. APPROPRIATION. To pay the debt service coming due on the Notes, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 19. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 20. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

(Execution Page Follows)

APPROVED AND ADOPTED ON THE 21ST DAY OF MARCH, 2017.

THE CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

Attest:

Bryan Kendrick, City Clerk

Approved As to Form:

Approved As to Content:

Rodolfo Segura Jr
McCall, Parkhurst & Horton L.L.P.

Tina Dierschke, Director of Finance
City of San Angelo, Texas

[CITY SEAL]

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

Consider adoption of an ordinance authorizing the issuance of City of San Angelo, Texas, General Obligation Refunding Bonds, Series 2017; appointing a Pricing Officer and delegating to the Pricing Officer the authority to approve on behalf of the City the sale of the bonds, the terms of the bonds and the offering documents for the bonds; establishing certain parameters for the approval of such matters by the Pricing Officer; levying an annual ad valorem tax and providing for the security for and payment of said bonds; providing an effective date; and enacting other provisions relating to the subject - (Presentation by Finance Tina Dierschke)

Summary/History:

Discussion regarding the possibility of refinancing Series 2007 Bonds for Water Reclamation capital projects and Series 2007A Certificates of Obligation for Water and Water Reclamation capital improvement projects.

Refinancing will allow the negotiation of a lower interest rate and will create savings for the City. The prior interest rates are between 4.40% and 4.625%. Based on today's market, the new refinancing rate is expected to be 2.619% (TIC). The total savings over the life of the transaction are \$359,448.

Ordinances were adopted for the issuance of both the Series 2007 Certificates of Obligation and the Series 2007A General Obligation Refunding Bonds on August 21, 2007.

Financial Impact:

Potential savings of approximately \$359,448 in aggregate over a 10 year period for Water and Water Reclamation debt service. (These totals are subject to change based on market value at time of agreement.)

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------|--|
| 1. | Slides | COSA 2017 - Slides on Ref Bond and New Money issues 3-21-17.pptx |
| 2. | Timeline | Timeline San Angelo 2017 Notes & GO Refunding 3-21-17.pdf |
| 3. | Ordinance | Ordinance (Refunding) v1 3-21-17.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke
Theresa James

Created/Initiated
Approved

Anthony Wilson
Julia Antilley
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Approved
Final Approval



City Council

Tuesday, March 21, 2017



Refunding Bonds

- The City could refinance the Series 2007 Bonds and Series 2007A Certificates for a lower interest rate.
- The prior interest rates are between 4.40% and 4.625%. Based on today's market, the new refinancing rate is expected to be 2.619% (TIC).
- The total savings over the life of the transaction are \$359,448.



Tax Notes

- The City anticipates issuing Tax Notes in the amount of \$2,230,000 for improvements to the dispatch and records management system.
- The Tax Notes are expected to be amortized over a 7 year period, at an interest rate of 2.43% (TIC) based on current market rates.
- The new Tax Notes will NOT increase the I&S Tax Rate.





City Council

Tuesday, March 21, 2017





City of San Angelo, Texas

\$2,230,000* Tax Notes, Series 2017 (the “Notes”)

\$8,140,000* General Obligation Refunding Bonds, Series 2017 (the “Refunding Bonds”)

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

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

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

Timeline of Events

Tuesday, March 21, 2017

Financing update to Council from Specialized Public Finance Inc. (“SPFI”) for the Notes and Refunding Bonds.

Council authorizes the parameter ordinances for the Notes and Refunding Bonds. Council delegates the authority to the pricing officer to complete the sale of the transactions.

Week of:

Monday, March 27, 2017

SPFI distributes Preliminary Official Statement (the “POS”) for comments. SPFI makes application to the rating agencies to obtain a credit rating.

Week of:

Monday, April 3, 2017

Rating conference calls with rating agencies.

Friday, April 14, 2017

Receive ratings from rating agencies.

SPFI posts the POS and Notice of Sale for prospective bidders.

Wednesday, April 19, 2017

Competitive Sale – Receive bids on the Notes and Refunding Bonds from broker/dealers. The bids are tabulated and verified by SPFI. (9:00 am & 9:30 am respectively). The pricing officer will award the Notes and Refunding Bonds to the winning bidders.

TBD

SPFI will present Council with the financing results, if necessary.

Thursday, May 18, 2017

Closing Date – Proceeds from the Refunding Bonds will be delivered to the escrow fund. Proceeds from the Notes will be delivered to construction fund.

Thursday, May 25, 2017

2007 Bonds and the 2007A Certificates are redeemed from the Escrow.

*Preliminary subject to change



Denotes City Council Meeting Date



Denotes Closing Date

ORDINANCE NO. 2017-03-___

CONSIDER ADOPTION OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF SAN ANGELO, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE ON BEHALF OF THE CITY THE SALE OF THE BONDS, THE TERMS OF THE BONDS AND THE OFFERING DOCUMENTS FOR THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.

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

WHEREAS, there are presently the outstanding obligations of the City of San Angelo, Texas (the "Issuer"), described in Schedule I attached hereto, collectively, the "Eligible Refunded Obligations";

WHEREAS, the Issuer now desires to refund all or part of the Eligible Refunded Obligations, and those Eligible Refunded Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined below, to be refunded are herein referred to as the "Refunded Obligations";

WHEREAS, Chapter 1207, Texas Government Code, authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for any of the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, this City Council hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations in order to achieve a present value debt service savings of at least 3.00%, with such savings, among other information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to said Chapter 1207, Texas Government Code; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public

business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of the City of San Angelo, Texas (the "Issuer"), are hereby authorized to be issued and delivered, in one or more series, in the aggregate principal amount hereinafter provided for the public purpose of providing funds to refund a portion of the Issuer's outstanding indebtedness and to pay the costs incurred in connection with the issuance of the Bonds.

(c) Each bond issued pursuant to this Ordinance shall be designated: "CITY OF SAN ANGELO, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2017" (series to be designated as described in Section 2(a)), and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial bonds being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Respective Pricing Certificate.

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1207.007, Texas Government Code, as amended, the Assistant City Manager/Chief Financial Officer and Director of Finance (each a "Pricing Officer") are each hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, in one or more series, and with respect to each such series, determining which of the Eligible Refunded Obligations shall be refunded and carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Bonds, including without limitation establishing the redemption dates for and effecting the redemption of the Refunded Obligations and obtaining municipal bond insurance for all or any portion of the Bonds and providing for the terms and provisions thereof applicable to the Bonds, including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements, all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of the Bonds authorized pursuant to this Ordinance, whether one or more series, shall not exceed \$9,000,000;

(ii) the refunding must produce a present value debt service savings, when calculated with respect to all of the Refunded Obligations, of at least 3.00%;

(iii) the net effective interest rate on each series of the Bonds shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(iv) the final maturity of the Bonds shall not be later than February 15, 2027; and

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer on or before the 180th day following the date of adoption of this Ordinance.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Pricing Officer shall determine whether the Bonds will be sold by private placement or negotiated or competitive sale. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange. The selection and appointment of the paying agent/registrar for the Bonds (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. The Mayor or the City Manager is authorized and directed to execute and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting

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

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the

substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar,

the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(g) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(h) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(i) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(j) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(k) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect

to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(l) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Bond, in the FORM OF BOND set forth in this Ordinance.

(m) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and City Clerk, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall insert the Issuance Date on Bond No. T-1, cancel each of the initial Bonds and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance, and with the Bonds to be completed with information set forth in the Pricing Certificate.

(a) Form of Bond.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SAN ANGELO, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2017

PRINCIPAL
AMOUNT
\$_____

<u>INTEREST RATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the City of San Angelo, in Tom Green County, Texas, (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, _____ at the Interest Rate per annum specified above. Interest is payable on _____, _____ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

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

THIS BOND is one of a series of Bonds dated _____, _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the public purposes of refunding certain outstanding obligations of the Issuer, and to pay the costs incurred in connection with the issuance of the Bonds.

ON _____, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE BONDS scheduled to mature on _____ in the years ____ and ____ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond Maturity: _____, _____		Term Bond Maturity: _____, _____	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
_____, _____	\$ _____	_____, _____	\$ _____
_____, _____	_____	_____, _____	_____
_____, _____	_____	_____, _____	_____
_____, _____ (maturity)	_____	_____, _____ (maturity)	_____

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow

agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

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

(signature)
City Clerk

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

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

Dated: _____.

_____, Texas
Paying Agent/Registrar

By: _____

Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

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

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

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

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF SAN ANGELO, TEXAS, in Tom Green County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
--------------	-------------------------	-----------------------

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, ____ at the respective Interest Rate per annum specified above. Interest is payable on _____, _____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest

and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

(a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

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

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

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

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

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

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

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

(e) Authority for Issuing Replacement Bonds. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the

duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL AND FINANCIAL ADVISOR.

(a) The Mayor of the Issuer and each of the Pricing Officers are hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as Obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith (the "Projects") are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent

is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of an advance refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued, and in the case of a current refunding bond, for a period of 90 days or less,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations

expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and each Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Projects. The Issuer covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 3 through a negotiated sale, competitive sale or private placement and pursuant to the terms and provisions of a purchase contract or a notice of sale and bidding instructions and official bid form (in either case, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the initial purchaser or purchasers (collectively, the "Initial Purchaser") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the Initial Purchaser thereof as set forth in the Pricing Certificate.

(b) The Mayor and City Clerk are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Initial Purchaser, in final form as may be required by the Initial Purchaser, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City Council of the Issuer and constitute the Official Statement authorized for distribution and use by the Purchasers. The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council of the Issuer, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor, the City Clerk the City Manager and each Pricing Officer shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Pricing Certificate, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (A) within six months after the end of each fiscal year ending in or after 2017, financial information and operating data with respect to the Issuer of the general type included in the final Official under Tables 1 through 6 and 8 through 15; and (B) within 12 months after the end of each fiscal year ending in or after 2017, audited financial statements, if the Issuer commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the Issuer will provide unaudited financial information of the type in the numbered tables described above by the required time and will provide the Issuer's annual audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the

public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of Bondholders;
3. Bond calls;
4. Release, substitution, or sale of property securing repayment of the Bonds;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
6. Appointment of a successor or additional trustee or the change of name of a

trustee.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes; and

9. Bankruptcy, insolvency, receivership or similar event of an obligated person.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person

that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

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

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment. Such

notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

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

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the Issuer or the City Council.

Section 14. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Mayor or the Pricing Officer are further authorized to enter into and execute on behalf of the Issuer with the escrow agent named therein, an escrow or similar agreement, in the form and substance as shall be approved by the Pricing Officer, which agreement will provide for the payment in full of the Refunded Obligations. In addition, the Mayor or the Pricing Officer is authorized to purchase such securities, to execute such subscriptions for the purchase of the Escrowed Securities (as defined in the agreement), if any, and to authorize such contributions for the escrow fund as provided in the agreement.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Agreement with the Initial Purchaser, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at such prices as set forth in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued Notice of Redemption of the Refunded Obligations in substantially the form set forth in Exhibit A attached hereto, completed with information from the Pricing Certificate, to the paying agents for the Refunded Obligations.

(b) In addition, the paying agent for the Refunded Obligations is hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinance authorizing the issuance of Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption dates. The Refunded Obligations shall be presented for redemption at the paying agent therefor, and shall not bear interest after the date fixed for redemption.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the ordinance of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Bond Ordinance"). The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments

maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Ordinance, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent pursuant to the Escrow Agreement approved in Section 14 of this Ordinance.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Certificate) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

[Execution Page Follows]

APPROVED AND ADOPTED ON THE 21ST DAY OF MARCH, 2017.

THE CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

Attest:

Bryan Kendrick, City Clerk

Approved As to Form:

Approved As to Content:

Rodolfo Segura Jr
McCall, Parkhurst & Horton L.L.P.

Tina Carriger, Director of Finance
City of San Angelo, Texas

[CITY SEAL]

SCHEDULE I

SCHEDULE OF ELIGIBLE REFUNDED OBLIGATIONS

City of San Angelo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2007-A, dated July 15, 2007, maturities February 15 in the years 2018 through 2020, inclusive, and 2027.

City of San Angelo, Texas Refunding Bonds, Series 2007, dated July 15, 2007, maturities February 15 in the years 2018 through 2020, inclusive.

EXHIBIT A

NOTICE OF REDEMPTION
CUSIP Prefix No. _____

NOTICE IS HEREBY GIVEN that the City of San Angelo, Texas has called for redemption the outstanding Bonds and Certificates of Obligation of the City described as follows (collectively, the "Refunded Obligations"):

City of San Angelo, Texas, [Combination Tax and Revenue Certificates of Obligation][General Obligation Refunding Bonds], Series _____, dated _____, 20____, maturing February 15, _____ through _____, _____, inclusive, in the aggregate principal amount of \$_____, to the call date of the Refunded Obligations so called for redemption at _____. Call date: _____, _____.

On _____, _____, interest on the Refunded Obligations shall cease to accrue and be payable.

THE REFUNDED OBLIGATIONS shall be redeemed in whole at The Bank of New York Mellon Trust Company, National Association, Dallas, Texas, as the Paying Agent/Registrar for said Refunded Obligations. Upon presentation of the Refunded Obligations at the Paying Agent/Registrar on the aforementioned redemption date, the holder thereof shall be entitled to receive the redemption price equal to par and accrued interest to the redemption date.

NOTICE IS GIVEN that due and proper arrangements have been made for providing the place of payment of said Refunded Obligations called for redemption with funds sufficient to pay the principal amount of said Refunded Obligations and the interest thereon to the redemption date. In the event said Refunded Obligations, or any of them are not presented for redemption by the date fixed for their redemption, they shall not thereafter bear interest.

UNDER THE PROVISIONS of Section 3406 of the Internal Revenue Code of 1986, as amended paying agents making payments of interest and principal on municipal securities may be obligated to withhold a tax from remittance to individuals who have failed to furnish the paying agent with a valid taxpayer identification number. Registered holders who wish to avoid the imposition of the tax should submit certified taxpayer identification numbers (via form W-9) when presenting the Refunded Obligations for payment.

THIS NOTICE is issued and given pursuant to the redemption provisions in the proceedings authorizing the issuance of the aforementioned Refunded Obligations and in accordance with the recitals and provisions of said Refunded Obligations.

NOTICE IS FURTHER GIVEN that the Refunded Obligations should be submitted to the following address:

First Class/Registered/ Certified Mail	Express Delivery	Hand Delivery
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, New York 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Parkway East Syracuse, New York 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street 1 ST Floor East New York, New York 10286

CITY OF SAN ANGELO, TEXAS

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Lisa Marley, Dir of HR/RM, Human Resources/Risk Management, (325) 657-4221

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

Discussion and possible action related to employee compensation and/or stipends - (Presentation by Human Resources Director Lisa Marley)

Summary/History:

An election was held on March 14 and 15, 2017, with the members of the San Angelo Coalition of Police (SACOP). The subject of the election was to amend the current Meet & Confer Agreement by allowing a one-time, lump sum stipend payment in lieu of a pay increase. The voting was as follows: 52 in favor, 85 against. The vote failed.

Financial Impact:

The funding for the stipend payments will be brought to the City Council in the form of a Budget Amendment.

Other Information/Recommendation:

Staff requests direction on whether to move forward on stipends for police, fire, and general employees in light of the Meet & Confer vote declining stipends for police under the agreement.

Attachments:

Presentation:

Lisa Marley, Director of Human Resources/Risk Management

Approvals/Reviews:

Lisa Marley	Created/Initiated
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

Consider accepting the City of San Angelo's Fiscal Year 2016 Comprehensive Annual Financial Report (CAFR) and Single Audit as presented by the City's external auditor - (Presentation by Gayla Thornton, Partner, Armstrong, Backus & Company, LLC)

Summary/History:

The CAFR is an audited report on the year-end financial statements that provides financial information on the City of San Angelo as well as an opinion by the external auditor on the financial statements as a whole. The Single Audit report is a required audit of an entity that receives greater than \$750,000 in Federal funding awards in a fiscal year. The CAFR and Single Audit presented are for the fiscal year ended September 30, 2016.

The Audit Committee convened to review the reports with the external auditor on March 20, 2017 prior to submission to the City Council, and they recommend approval by the City Council of the annual financial reports as presented.

Financial statement and single audits are required and completed on an annual basis and cover the City's fiscal year beginning October 1 and ending September 30.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------|------------------------------------|
| 1. | 2016 CAFR | COSA CAFR 9.30.16 - Submission.pdf |
| 2. | 2016 Single Audit | COSA Single Audit - Submission.pdf |

Presentation:

Gayla Thornton, Partner, Armstrong, Backus, & Co., LLP

Approvals/Reviews:

Tina Dierschke
Tina Dierschke
Theresa James

Created/Initiated
Approved
Approved

Anthony Wilson
Julia Antilley
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Approved
Final Approval



Comprehensive Annual Financial Report
For the Fiscal Year Ended September 30, 2016



CITY OF SAN ANGELO, TEXAS

Comprehensive Annual Financial Report

For the Fiscal Year Ended September 30, 2016



Prepared by: Finance Department

Tina Dierschke, Finance Director

CITY OF SAN ANGELO, TEXAS

Comprehensive Annual Financial Report

For the Fiscal Year Ended September 30, 2016

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**The City of
San Angelo, Texas
72 W College Ave.
San Angelo, TX 76902**

March 16, 2017

The Honorable Mayor and City Council

We are submitting this comprehensive annual financial report of the City of San Angelo for the fiscal year ended September 30, 2016.

Management is fully responsible for the completeness and reliability of all the information included in this report. As a basis for making these representations, management of the City has established an internal control framework designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP). Because the benefits of internal control should be more than their cost, the City's internal control framework has been designed to provide reasonable rather than absolute assurance that the financial statements will not contain material misstatements. In our capacity as management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The Texas Local Government Code Chapter 103 and the City Charter section 34 requires an annual audit of the City's financial statements. The City Council selected Armstrong Backus & Co., LLP, a firm of licensed certified public accountants to audit this year's financial statements. The goal of an independent audit is to provide reasonable assurance that the financial statements of the City for the fiscal year ended September 30, 2016, are free of material misstatement. The audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. The independent auditor concluded, based on the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended September 30, 2016, are fairly stated in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

The independent audit of the City's financial statements was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards. These reports are presented under separate cover.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This transmittal letter is designed to complement MD&A and should be read in conjunction with it. The City's MD&A is in the financial section immediately following the independent auditors' report.

PROFILE OF THE CITY

The City of San Angelo is located 210 miles west northwest of Austin, Texas in Tom Green County. The City is empowered to levy property taxes on all real and personal property within its boundaries.

The City operates under the council-manager form of government. Policy making and legislative authority reside in a council comprised of a mayor and six council members. The City Council is responsible for, among other things, passing ordinances, adopting a budget, selecting a city manager and municipal court judges, and appointing citizens to City boards and commissions. Council members are selected on a non-partisan basis and serve four-year, staggered, terms. The six council members are selected by the voters in single-member districts. The Mayor is selected by city voters at large. The City Manager is responsible for implementation of the Council adopted policies and ordinances, oversight of the operations of the City, and for appointment of City department heads.

The City annually adopts an operating budget for the General, Special Revenue and Debt Service Funds. Budgets for the Proprietary Funds are adopted for internal management purposes. Budgetary control is maintained at the line item level by the encumbered, appropriated and expended balances within any fund; however, any revision that increases the total budgeted expenditures must be approved by the City Council after public hearings.

City budgets are prepared on a modified accrual basis and accounting records are maintained on that basis throughout the fiscal year. Applicable accounting records are then adjusted to the full or modified accrual basis for year-end reporting purposes.

FACTORS AFFECTING FINANCIAL CONDITION

The financial statement information can be better understood when it is considered from the broad perspective of the specific environment within which the City operates.

Local economy – West Texas cities tend to be widely dispersed. San Angelo is one of the largest cities in West Central Texas and serves as the center of commerce, government, medicine, and religion for an expansive area. San Angelo is served by three U. S. highways and one State highway. The San Angelo Regional Airport (Mathis Field) also provides flights that link up with national and international airlines.

San Angelo continues to have a well-diversified economic base with major sectors that include manufacturing, medical care, education, trade, business services and military. San Angelo is a regional service center for business and agriculture over a fourteen county area. The Ethicon division of Johnson and Johnson, Hirschfeld Steel, San Angelo Community Medical Center, Shannon Medical Center, Goodfellow Air Force Base, and many other local businesses provide the economic potential of San Angelo.

There are four institutions of higher education in San Angelo. Angelo State University, part of the Texas Tech University system, offers baccalaureate programs in numerous arts, science, business, education, and medical fields. Graduate degrees are offered in 25 fields of science, education, arts,

and business. Howard Junior College has an extension campus in San Angelo, which concentrates predominately in the technical and occupational fields of study. American Commercial College is a private college serving career education through associated programs. Park University is located at Goodfellow Air Force Base and offers face-to-face and online classes in over ten undergraduate degree programs in the arts, science, business, and education fields as well as several graduate degree programs.

Long-term financial planning – In 2006, the City of San Angelo adopted a resolution to reduce the property tax rate by \$.01 per year for ten years. The Council believed this resolution to be in the public interest since the property tax is an ever-increasing burden on the citizens. To date, the Council has made it to within \$.01 of that goal and is holding steady in order to accomplish its strategic priorities.

The City of San Angelo has adopted a Capital Improvement Program (CIP). The CIP will serve as a multi-year plan for the acquisition, expansion, or renovation of infrastructure and capital assets.

The City of San Angelo has issued \$120 million in bonds for the development of an aquifer and for the construction of a pipeline to the City. The sixty mile project will help insure the City can provide adequate water service in future years. Implementation of this project began in 2011 and was approximately 98% complete as of September 30, 2016.

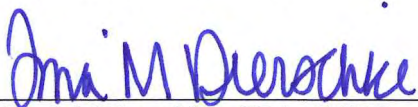
The City of San Angelo has formally adopted a Fund Balance Policy. The General Fund, Water Operating Fund, and Wastewater Operating Fund have a targeted seventy-five day fund balance of the following year's original budget expenditures. The fund balance for Capital, Capital Projects, Special Revenue and Grant Funds are targeted at zero. Other funds with expenditures of less than \$3 million in the ensuing year are targeted at zero while other funds with expenditures of more than \$3 million are target at seventy-five days of the following year's expenditures.

AWARDS AND ACKNOWLEDGEMENTS

➤ The Government Finance Officers Association (GFOA) awards a Certificate of Achievement for Excellence in Financial Reporting for a Comprehensive Annual Financial Report (CAFR) that is easily readable and efficiently organized. To be awarded the Certificate of Achievement, a CAFR must satisfy both GAAP and applicable legal requirements. The City received the GFOA Certificate of Achievement for its CAFR for the fiscal year ended September 30, 2015. A Certificate of Achievement is valid for a period of one year only. We believe that the City's current CAFR meets the Certificate of Achievement Program's requirements and we are submitting it to GFOA to determine its eligibility for the certificate.

The preparation of this report would not have been possible without the dedicated efforts of the staff of the Finance Department. I express my appreciation to all of the staff members who assisted and contributed to the preparation of this report.

Respectfully submitted,



Tina M. Dierschke, CPA, CGFO
Director of Finance

CITY OF SAN ANGELO, TEXAS

List of Principal Officials

September 30, 2016

City Council

Dwain Morrison
Bill Richardson
Marty Self
Lucy Gonzales
Harry Thomas
Lane Carter
Charlotte Farmer

Mayor
Council Member
Council Member
Council Member
Council Member
Council Member
Council Member

City Staff

Daniel Valenzuela

City Manager

Michael Dane

Assistant City Manager

Rick Weise

Assistant City Manager

Tina Dierschke

Director of Finance

David Knapp

Construction Manager

Allen Gilbert

Municipal Court Judge

Frank Carter

Police Chief

Brian Dunn

Fire Chief

Anthony Wilson

Public Information Officer

Luis Elguezabal

Airport Director

Ricky Dickson

Executive Director of Public Works

Shane Kelton

Director of Operations

Bill Riley

Director of Water Utilities

Lisa Marley

Director of Human Resources

Bryan Kendrick

City Clerk

Theresa James

City Attorney

Carl White

Director of Parks &
Recreation

Roland Pena

Economic Development Director

Jon James

Director of Planning & Development
Services

Robert Salas

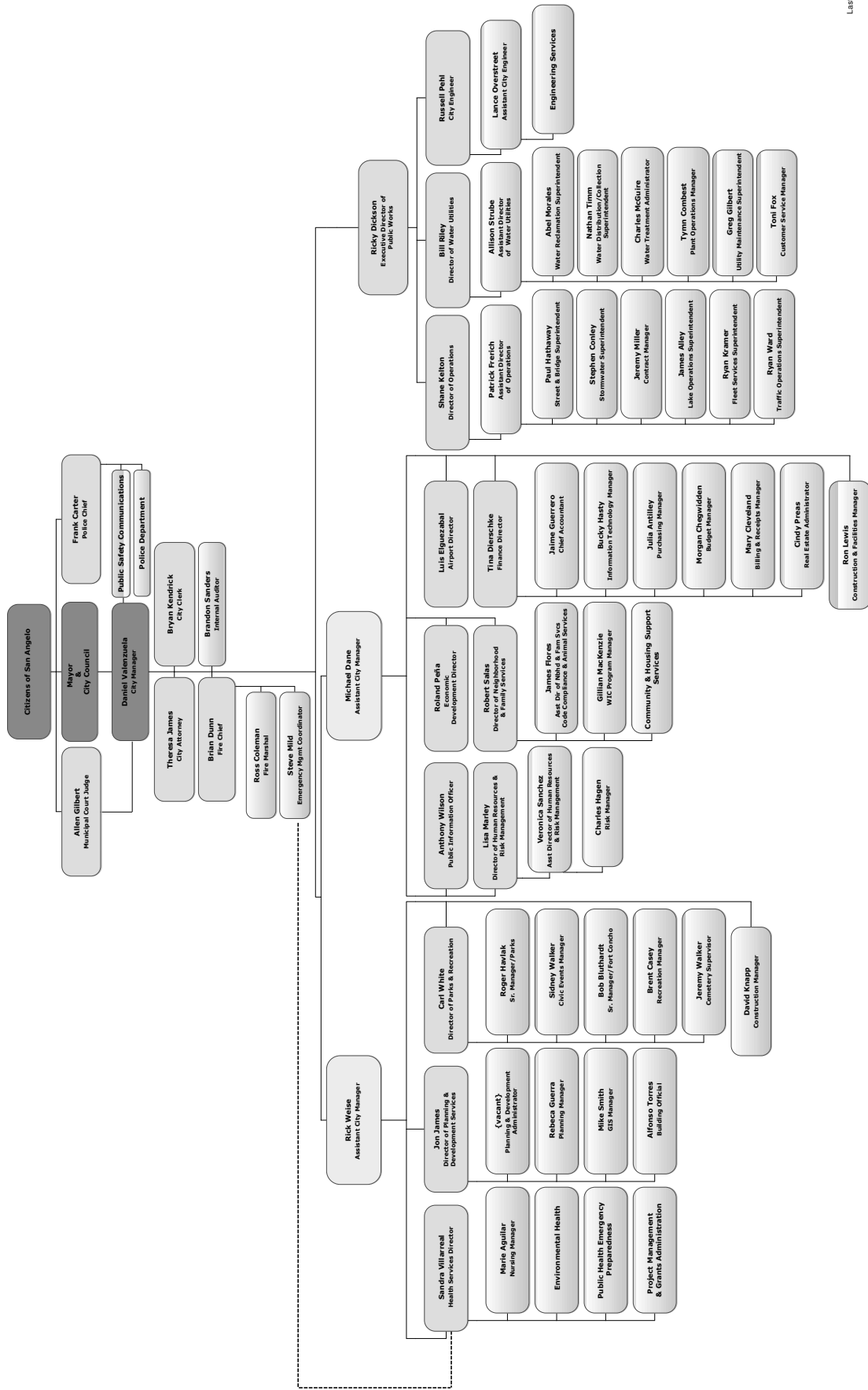
Director of Neighborhood and
Family Services

Sandra Villarreal

Health Services Director

Russell Pehl

City Engineer





Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of San Angelo
Texas**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2015

Executive Director/CEO





INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and City Council of the
City of San Angelo, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of San Angelo, Texas (the "City"), as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of

significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of San Angelo, Texas, as of September 30, 2016, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note IV.A to the financial statements, during 2016, the City adopted GASB Statement No. 72, *Fair Value Measurement and Application*. Our opinions are not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and other post-employment benefits schedule of funding progress, as listed in the Table of Contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of San Angelo, Texas' basic financial statements. The introductory section, other supplementary information, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The other supplementary information, as listed in the Table of Contents, is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the



information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections, as listed in the Table of Contents, have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 16, 2017 on our consideration of the City of San Angelo, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of San Angelo, Texas' internal control over financial reporting and compliance.

Armstrong, Backus & Co., L.L.P.

San Angelo, Texas
March 16, 2017



City of San Angelo, Texas Management's Discussion and Analysis

In this section of the Comprehensive Annual Financial Report, we, the managers of the City of San Angelo, discuss and analyze the City's financial performance for the fiscal year ended September 30, 2016. Please read it in conjunction with our transmittal letter on pages 2 through 4, the independent auditors' report immediately preceding this analysis and the City's Basic Financial Statements.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The government-wide financial statements include the Statement of Net Position and the Statement of Activities (pages 25 and 26). These provide information about the activities of the City as a whole and present a longer-term view of the City's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

Fund financial statements (pages 27 through 32) report the City's operations in more detail than the government-wide statements by providing information about the City's most significant funds. For governmental activities, these statements tell how services were financed in the short term as well as what resources remain for future spending. They reflect the flow of current financial resources and supply the basis for tax levies and the appropriations budget. For proprietary activities, fund financial statements tell how goods or services of the City were sold to departments within the City or to external customers and how the sales revenues covered the expenses of the goods or services. The remaining statements, fiduciary statements, provide financial information about activities for which the City acts solely as a trustee or agent for the benefit of those outside of the City.

The notes to the financial statements (pages 36 through 82) provide narrative explanations or additional data needed for full disclosure in the government-wide statements or the fund financial statements. The combining and individual statements for nonmajor funds contain even more information about the City's individual funds.

REPORTING THE CITY AS A WHOLE

The Statement of Net Position and the Statement of Activities

The analysis of the City's overall financial condition and operations begins with the Statement of Net Position on page 25. Its primary purpose is to show whether the City is better or worse off as a result of the year's activities. The Statement of Net Position includes all of the City's assets and liabilities at the end of the year while the Statement of Activities includes all the revenues and expenses generated by the City's operations during the year. These apply the accrual basis of accounting which is the basis used by private sector companies.

All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid. The City's revenues are divided into those provided by outside parties who share the costs of some programs, such as water and sewer and grants provided by the State and Federal government to assist with health and housing issues (program revenues), and revenues provided by the taxpayers in the form of sales and property taxes (general revenues). All the City's assets are reported whether they serve the current year or future years. Liabilities are considered regardless of whether they must be paid in the current or future years.

These two statements report the City's net position and changes to it. The City's net position (the difference between assets, deferred outflows, liabilities, and deferred inflows) provide one measure of the City's financial health or financial position. Over time, increases or decreases in the City's net assets are one indicator of whether its financial health is improving or deteriorating. To fully assess the overall health of the City, however, you should consider nonfinancial factors as well, such as changes in the City's population or its property tax base and the condition of the City's facilities.

In the Statement of Net Position and the Statement of Activities, we divide the City into two kinds of activities:

- Governmental activities – Most of the City's basic services are reported here, including public safety, public works, health and human services, parks, recreation and economic development. Property taxes, sales taxes, franchise taxes and state and federal grants finance most of these activities.
- Business-type activities – The City charges a fee to “customers” to help it cover all or most of the cost of services it provides in these programs.

REPORTING THE CITY'S MOST SIGNIFICANT FUNDS

Fund Financial Statements

The fund financial statements begin on page 25 and provide detailed information about the most significant funds. Laws and contracts require the City to establish some funds, such as grants and debt service. The City's administration establishes many other funds to help it control and manage money for particular purposes (like capital projects). The City's two kinds of funds, governmental and proprietary, use different accounting approaches.

- Governmental funds – Most of the City's basic services are reported in governmental funds. These use modified accrual accounting (a method that measures the receipt and disbursement of cash and all other financial assets that can be readily converted to cash) and report balances that are available for future spending. The governmental fund statements provide a detailed short-term view of the City's general operations and the basic services it provides. We describe the differences between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in reconciliation schedules following each of the fund financial statements.
- Proprietary funds – The City reports the activities for which it charges users in proprietary funds using the same accounting methods employed in the Statement of Net Position and the Statement of Activities. In fact, the City's enterprise funds are the business-type activities reported in the government-wide statements but containing more detail and additional information, such as cash flows. The internal service funds (the other category of proprietary funds) report activities that provide services to other City programs.

THE CITY AS TRUSTEE

Reporting the City's Fiduciary Responsibilities

The City is the trustee, or fiduciary, for assets held and managed for others. The City's fiduciary activity is reported in a separate Statement of Changes in Assets and Liabilities. We exclude these resources from the City's other financial statements because the City cannot use these assets to finance its operations. The City is only responsible for ensuring that the assets reported in this fund are used for their intended purposes.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Governmental Activities

The City's governmental activities decreased \$4,422,607. This result is primarily due to an increase in salaries and pension obligations and a corresponding decrease in sales tax revenue.

Business-Type Activities

In 2016, total net assets of our business-type activities increased by \$11,545,722. This is the result increases in water and sewer rates that were intended to increase the capacity for projects related to water supply and aging infrastructure.

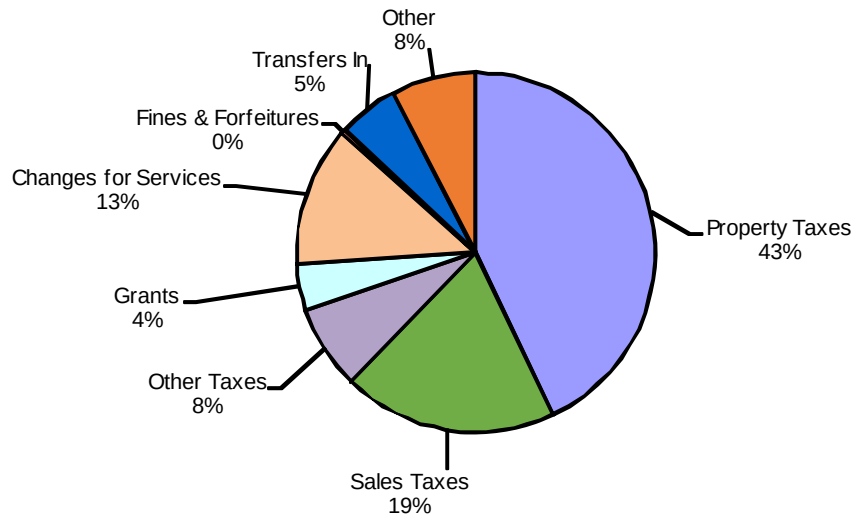
Table I - Net Position

	Governmental Activities		Business-type Activities		Total	
	2016	2015	2016	2015	2016	2015
Current and Other Assets	\$ 87,902,368	\$ 80,036,057	\$ 54,539,852	\$ 55,283,226	\$ 142,442,220	\$ 135,319,283
Capital Assets	84,825,043	79,957,771	297,839,333	295,838,401	382,664,376	375,796,172
Total Assets	\$ 172,727,411	\$ 159,993,828	\$ 352,379,185	\$ 351,121,627	\$ 525,106,596	\$ 511,115,455
Deferred Outflows of Resources	\$ 28,232,314	\$ 8,159,255	\$ 4,210,451	\$ 2,161,612	\$ 32,442,765	\$ 10,320,867
Current Liabilities	\$ 9,248,604	\$ 12,283,658	\$ 15,446,053	\$ 15,471,559	\$ 24,694,657	\$ 27,755,217
Long-term Liabilities	173,129,665	131,957,463	137,098,529	145,401,401	310,228,194	277,358,864
Total Liabilities	\$ 182,378,269	\$ 144,241,121	\$ 152,544,582	\$ 160,872,960	\$ 334,922,851	\$ 305,114,081
Deferred Inflows of Resources	\$ 617,122	\$ 1,525,021	\$ 460,929	\$ 371,876	\$ 1,078,051	\$ 1,896,897
Net Position:						
Net Investment in Capital Assets	\$ 47,251,737	\$ 22,683,705	\$ 168,098,952	\$ 161,562,185	\$ 215,350,689	\$ 184,245,890
Restricted	34,668,116	16,248,477	25,759,916	59,362,529	60,428,032	75,611,006
Unrestricted	(63,955,519)	(16,545,241)	9,725,257	(28,886,311)	(54,230,262)	(45,431,552)
Total Net Position	\$ 17,964,334	\$ 22,386,941	\$ 203,584,125	\$ 192,038,403	\$ 221,548,459	\$ 214,425,344

Table II - Changes in Net Position

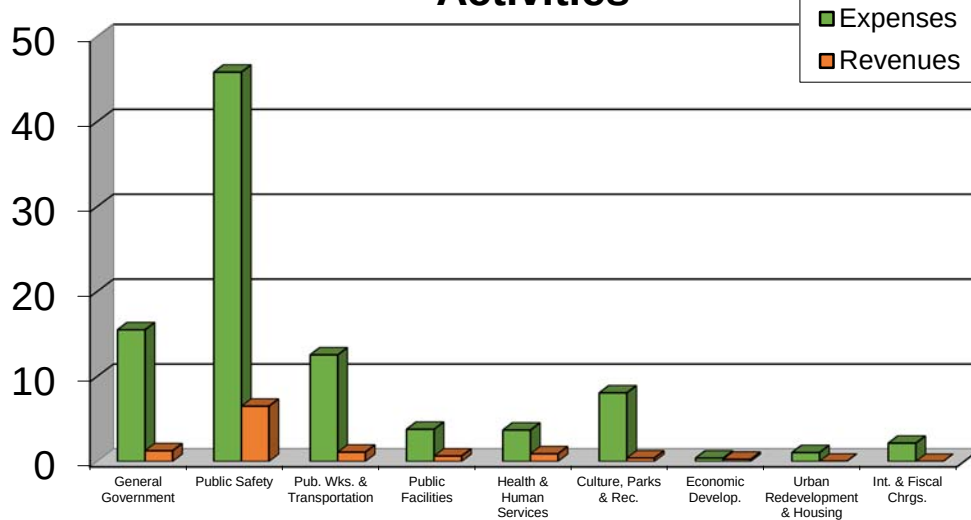
	Governmental Activities		Business-type Activities		Total	
	2016	2015	2016	2015	2016	2015
REVENUES						
Program Revenues:						
Charges for services	\$ 11,087,788	\$ 10,228,363	\$ 48,013,675	\$ 42,242,603	\$ 59,101,463	\$ 52,470,966
Operating grants and contributions	3,443,621	3,243,424	-0-	-0-	3,443,621	3,243,424
Capital grants and contributions	5,167,884	279,866	1,023,428	873,429	6,191,312	1,153,295
Grants and Contributions Not Restricted to Specific Programs	-0-	-0-	1,200	3,500	1,200	3,500
General Revenues:						
Property Taxes - General Levy	30,505,494	29,211,420	-0-	-0-	30,505,494	29,211,420
Property Taxes - Debt Service Levy	7,556,437	6,533,532	-0-	-0-	7,556,437	6,533,532
Sales Taxes	17,147,214	19,253,436	-0-	-0-	17,147,214	19,253,436
Franchise Taxes	4,349,480	4,472,891	-0-	-0-	4,349,480	4,472,891
Motel Taxes	1,960,114	2,373,746	-0-	-0-	1,960,114	2,373,746
Mixed Drink Taxes	332,309	367,194	-0-	-0-	332,309	367,194
Bingo Taxes	42,505	39,883	-0-	-0-	42,505	39,883
Penalty, Interest, and Fees on Delinquent Taxes	337,978	295,222	-0-	-0-	337,978	295,222
Investment Income	691,470	446,208	582,468	411,913	1,273,938	858,121
Miscellaneous	1,235,450	975,710	-0-	-0-	1,235,450	975,710
Total Revenues	\$ 83,857,744	\$ 77,720,895	\$ 49,620,771	\$ 43,531,445	\$ 133,478,515	\$ 121,252,340
EXPENSES						
Governmental Activities:						
General Government	\$ 15,503,820	\$ 14,693,548	\$ -0-	\$ -0-	\$ 15,503,820	\$ 14,693,548
Public Safety	45,843,672	40,093,771	-0-	-0-	45,843,672	40,093,771
Public Works and Transportation	12,554,602	10,151,004	-0-	-0-	12,554,602	10,151,004
Public Facilities	3,790,497	2,742,085	-0-	-0-	3,790,497	2,742,085
Health and Human Services	3,697,454	3,222,433	-0-	-0-	3,697,454	3,222,433
Culture, Parks, and Recreation	8,076,896	7,147,927	-0-	-0-	8,076,896	7,147,927
Economic Development	392,494	368,283	-0-	-0-	392,494	368,283
Urban Redevelopment and Housing	1,051,058	938,418	-0-	-0-	1,051,058	938,418
Interest and Fiscal Charges	2,153,962	2,350,993	-0-	-0-	2,153,962	2,350,993
Business-Type Activities:						
Water	-0-	-0-	17,183,317	16,419,239	17,183,317	16,419,239
Sewer	-0-	-0-	8,873,695	8,170,739	8,873,695	8,170,739
Airport	-0-	-0-	4,506,411	3,813,818	4,506,411	3,813,818
State Office Building	-0-	-0-	1,127,308	993,803	1,127,308	993,803
Solid Waste	-0-	-0-	786,709	491,075	786,709	491,075
Stormwater	-0-	-0-	2,032,021	1,952,448	2,032,021	1,952,448
Total Expenses	\$ 93,064,455	\$ 81,708,462	\$ 34,509,461	\$ 31,841,122	\$ 127,573,916	\$ 113,549,584
Excess or Deficiency before Transfers and Special Items	(\$ 9,206,711)	(\$ 3,987,567)	\$ 15,111,310	\$ 11,690,323	\$ 5,904,599	\$ 7,702,756
Transfers	4,800,468	5,825,678	(4,800,468)	(5,825,678)	-0-	-0-
Gain (Loss) on Sale of Capital Assets	-0-	-0-	663,072	24,947	663,072	24,947
Change in Net Position	(\$ 4,406,243)	\$ 1,838,111	\$ 10,973,914	\$ 5,889,592	\$ 6,567,671	\$ 7,727,703
Net Position-Beginning	22,386,941	62,589,340	192,402,399	192,081,054	214,789,340	254,670,394
Restatement of Beginning Net Position	(16,364)	(42,040,510)	207,812	(5,568,247)	191,448	(47,608,757)
Net Position-Ending	\$ 17,964,334	\$ 22,386,941	\$ 203,584,125	\$ 192,402,399	\$ 221,548,459	\$ 214,789,340

Revenues by Source - Governmental Activities

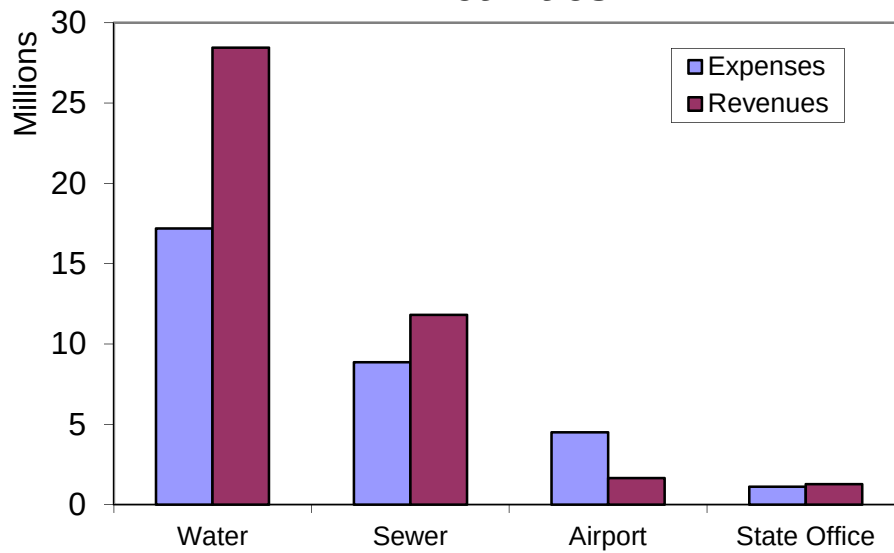


Expenses and Program Revenues - Governmental Activities

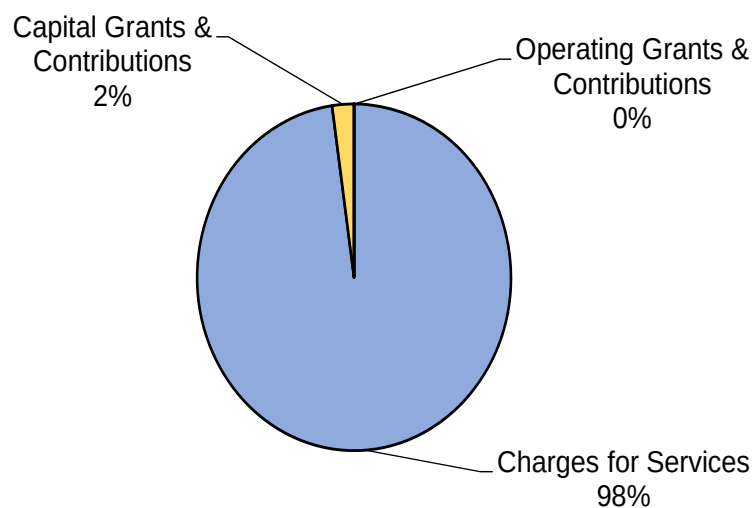
Millions



Expenses & Program Revenues - Business-type Activities



Revenues by Source - Business-type Activities



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As previously discussed, the City of San Angelo uses fund accounting to ensure compliance with finance related legal requirements.

Governmental funds

The focus of the City of San Angelo's governmental funds is to provide information on inflows, outflows and balances of spendable resources. This information is useful in assessing the City of San Angelo's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As the City completed the year, its governmental funds (as presented in the balance sheet on page 27) reported a combined fund balance of \$85.1 million, an increase of \$14,842,032 from the prior year. This result is primarily due to the receipt of bond proceeds of \$15,615,000 which was offset by salary and pension liability increases and a decrease in sales tax revenue. The debt issue is part of a plan the City Council adopted in January and is a 10-year plan to issue \$80 million in debt to rebuild San Angelo's worst streets. As debt is retired, every other year the City will issue \$16 million dollars in new debt to pay for the projects. Thus, streets will be improved without having to raise the property tax rate, which for the fourth straight year will remain at 77.6 cents. Street reconstruction and improvements is one of the City Council's top five strategic priorities.

Approximately 30% of this total amount (\$24,846,560) is unassigned and rests in the General Fund. The majority of the remainder is assigned for various capital projects such as streets, parks, and the City Auditorium.

The General Fund is the chief operating fund of the City of San Angelo. The unassigned fund balance represents 53% of total General Fund expenditures. The total fund balance in the General Fund increased by \$2,886,210 during the current fiscal year. This increase is primarily due to an increase in property tax revenue due to increases to assessed valuations. The City's property tax revenue increased over 4% in the fiscal year 2016 budget.

The Debt Service Fund has a total fund balance of \$3,218,102, all of which is reserved for the payment of debt service. The decrease in fund balance during the current year was \$235,480 and was purposely drawn down to assist with the City's 2016 debt issue.

Proprietary funds

The City of San Angelo's proprietary funds provide the same type of information found in the government-wide financial statements but in more detail. Total net position in the Water Fund was \$120,040,002, an increase of \$9,522,886. This is primarily due to increases in water and sewer rates that were intended to increase the capacity for projects related to water supply and aging infrastructure. The City Council recently adopted a five-year, phased approach to gradually raising water rates. The aim was and remains threefold. First, the Water Utilities Department had to be returned to financial sustainability. Second, more revenue was needed to replace aging infrastructure, including cast-iron water mains that are prone to breaks. Third, the City must have the ability to finance its next water supply project. Water supply and infrastructure is the number one strategic priority of the City Council.

General Fund Budgetary Highlights

Differences between the original and final amended budget for revenue amounted to \$10,317,738. This increase amounts to 15.1%. The increase in the revenue budget was primarily due to budgeting for transfers from the City of San Angelo Development Corporation to satisfy ballot projects and for anticipated receipts from the San Angelo Performing Arts Center for construction on the City Auditorium. There was also an increase due to increased salaries that were budgeted after the start of the year. These increases were offset by a decrease to the sales tax revenue budget of \$2,352,801. Employee pay is also one of the City Council's top five priorities, and the only one in which we didn't see progress in the fiscal year 2017 budget. This is due to a difficult economy after two years of strong growth. Sales tax collections in the fiscal year that ended September 30, 2016, fell short by more than \$2 million under what was originally budgeted. The City budgets its revenues conservatively. As a result, sales tax collections in the coming year

have been budgeted at approximately the same level as this past year's collections. Property values inched up about 3 percent this year. This is not enough to completely offset the decline in sales tax collections. After budgeting expenses flat in the coming year to ensure service levels are maintained, approximately \$330,000 dollars remained that were not allocated. By comparison, the cost of previously negotiated pay raises for police officers is more than \$635,000 dollars. In short, funds were not available to make meaningful progress in employee pay.

The final amended expenditure budget increased \$24,640,863. This is primarily the result of rebudgeting funds from the previous year for expenditures that were not made in the previous year. The major increase was in capital projects and street maintenance.

Total General Fund expenditures were \$23,526,178 under the final amended budget. Most of this is for unfinished special or capital projects that will be rebudgeted in fiscal year 2017 such as street maintenance and reconstruction and the City Auditorium.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At the end of 2016, the City had \$383 million (net of accumulated depreciation) invested in a broad range of capital assets, including land, buildings, improvements, equipment and infrastructure.

The following is a list of the major capital events for FY16:

- \$20 million in improvements to the water system
- \$15.3 million in improvements to the auditorium
- \$16 million in reconstruction and improvements to streets
- \$7.5 million in improvements to public safety communications
- \$7.6 million in public safety buildings
- \$5.8 million in enhancements to transportation

The City put into service the following projects in FY16:

- Parks improvement projects with a cost of \$14.6 million
- Sewer projects with a cost of \$28.5 million
- Water projects with a cost of \$53 million

City of San Angelo, Texas Capital Assets (net of depreciation)

	Governmental Activities		Business-type Activities		Total	
	2016	2015	2016	2015	2016	2015
Land	\$ 4,500,105	\$ 4,500,105	\$ 7,857,995	\$ 7,803,872	\$ 12,358,100	\$ 12,303,977
Buildings	49,663,873	49,663,873	29,559,965	29,417,465	79,223,838	79,081,338
Improvements Other Than Buildings	43,585,391	42,304,692	32,160,118	31,863,900	75,745,509	74,168,592
Infrastructure	23,757,252	23,757,252	182,290,818	182,290,818	206,048,070	206,048,070
Machinery and Equipment	31,868,242	31,690,192	28,622,279	28,597,344	60,490,521	60,287,536
Construction in Progress	29,082,555	19,603,702	134,377,297	123,375,274	163,459,852	142,978,976
Water Rights	-0-	-0-	36,950,835	36,950,835	36,950,835	36,950,835
Accumulated Depreciation	(97,632,375)	(91,562,045)	(153,979,974)	(144,461,107)	(251,612,349)	(236,023,152)
Total	\$ 84,825,043	\$ 79,957,771	\$ 297,839,333	\$ 295,838,401	\$ 382,664,376	\$ 375,796,172

More detailed information about the City's capital assets is presented in Note IV.D. to the financial statements.

Debt

At year-end, the City had \$197,809,553 in outstanding debt versus \$196,178,753 last year.

On February 15, 2016, the City issued \$15,615,000 in certificates of obligation to fund street reconstruction and improvement projects. The interest rates on the notes ranges from 2.0% to 5.0%, and the maturity date is February 15, 2036.

City of San Angelo, Texas
Outstanding Debt
General Obligation and Revenue Bonds

	Governmental Activities		Business-type Activities		Total	
	2016	2015	2016	2015	2016	2015
General Obligation Bonds	\$ 27,411,791	\$ 6,383,780	\$ 127,299,171	\$ 138,237,146	\$ 154,710,962	\$ 144,620,926
Advalorem Tax COs	28,140,000	25,790,000	-0-	-0-	28,140,000	25,790,000
Sales Tax COs	13,185,000	23,845,000	-0-	-0-	13,185,000	23,845,000
Promissory Notes	1,500,000	1,607,000	273,591	315,827	1,773,591	1,922,827
Total	\$ 70,236,791	\$ 57,625,780	\$ 127,572,762	\$ 138,552,973	\$ 197,809,553	\$ 196,178,753

Other obligations include compensated absences. More detailed information about the City's long-term liabilities is presented in Note IV.G.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS

The unemployment rate for the City of San Angelo at the end of the fiscal year was 4.4%. This compares favorably to the state rate of 4.8%.

- The cost of living index compares favorably to the national average.
- The City of San Angelo has not increased the property tax rate in 17 years.

All of these factors were considered in preparing the City of San Angelo's budget.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the City's Finance Department, at City of San Angelo, Texas, 72 W. College Ave, San Angelo, Texas 76903.

CITY OF SAN ANGELO, TEXAS

Statement of Net Position

As of September 30, 2016

	Primary Government			Component Units
	Governmental Activities	Business-type Activities	Total	Development Corporation
ASSETS				
Current Assets:				
Cash and Cash Equivalents	\$ 20,506,019	\$ 3,535,915	\$ 24,041,934	\$ 4,047,015
Investments	35,694,745	8,991,330	44,686,075	8,999,952
Receivables:				
Accrued Interest	129,384	112,249	241,633	-0-
Property Taxes	1,358,929	-0-	1,358,929	-0-
Accounts, Net	3,860,307	6,480,654	10,340,961	55,622
Internal Balances	5,606,020	(5,606,020)	-0-	-0-
Due from Other Governments	3,066,520	-0-	3,066,520	1,394,922
Advanced to Other Funds	-0-	-0-	-0-	-0-
Notes	-0-	-0-	-0-	273,594
Inventories	90,163	393,790	483,953	-0-
Prepays	7,684	-0-	7,684	29,633
Restricted Assets:				
Cash and Cash Equivalents	2,886,514	7,372,474	10,258,988	-0-
Investments	14,696,083	28,121,030	42,817,113	-0-
Closure and Post-Closure Trust Fund	-0-	5,138,430	5,138,430	-0-
Total Current Assets	<u>\$ 87,902,368</u>	<u>\$ 54,539,852</u>	<u>\$ 142,442,220</u>	<u>\$ 14,800,738</u>
Noncurrent Assets:				
Capital Assets:				
Land, Construction in Progress, and Water Rights	\$ 33,582,660	\$ 179,186,127	\$ 212,768,787	\$ 107,027
Buildings, Improvements, Infrastructure, and Machinery and Equipment, Net	51,242,383	118,653,206	169,895,589	2,531,121
Net Capital Assets	<u>\$ 84,825,043</u>	<u>\$ 297,839,333</u>	<u>\$ 382,664,376</u>	<u>\$ 2,638,148</u>
Total Noncurrent Assets	<u>\$ 84,825,043</u>	<u>\$ 297,839,333</u>	<u>\$ 382,664,376</u>	<u>\$ 2,638,148</u>
Total Assets	<u>\$ 172,727,411</u>	<u>\$ 352,379,185</u>	<u>\$ 525,106,596</u>	<u>\$ 17,438,886</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Charges	\$ 2,015,773	\$ 816,824	\$ 2,832,597	\$ -0-
Deferred Amounts Related to Pensions	26,216,541	3,393,627	29,610,168	-0-
Total Deferred Outflows of Resources	<u>\$ 28,232,314</u>	<u>\$ 4,210,451</u>	<u>\$ 32,442,765</u>	<u>\$ -0-</u>
LIABILITIES				
Current Liabilities:				
Accounts Payable	\$ 1,807,931	\$ 2,596,330	\$ 4,404,261	\$ 882,557
Accrued Interest Payable	459,520	314,678	774,198	-0-
Due to Other Governments	67,716	-0-	67,716	-0-
Unearned Revenue	191,507	-0-	191,507	-0-
Deposits	210,115	1,044,533	1,254,648	-0-
Noncurrent Liabilities Due Within One Year	6,511,815	11,490,512	18,002,327	-0-
Total Current Liabilities	<u>\$ 9,248,604</u>	<u>\$ 15,446,053</u>	<u>\$ 24,694,657</u>	<u>\$ 882,557</u>
Noncurrent Liabilities:				
Noncurrent Liabilities Due After One Year	\$ 80,106,262	\$ 125,468,850	\$ 205,575,112	\$ -0-
Net Pension Liability - TMRS	38,001,958	9,117,787	47,119,745	-0-
Net Pension Liability - SFRRS	39,544,419	-0-	39,544,419	-0-
Unfunded OPEB Obligation	15,477,026	2,511,892	17,988,918	-0-
Total Noncurrent Liabilities	<u>\$ 173,129,665</u>	<u>\$ 137,098,529</u>	<u>\$ 310,228,194</u>	<u>\$ -0-</u>
Total Liabilities	<u>\$ 182,378,269</u>	<u>\$ 152,544,582</u>	<u>\$ 334,922,851</u>	<u>\$ 882,557</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred Revenue	\$ -0-	\$ 149,890	\$ 149,890	\$ -0-
Deferred Amounts Related to Pensions	617,122	311,039	928,161	-0-
Total Deferred Inflows of Resources	<u>\$ 617,122</u>	<u>\$ 460,929</u>	<u>\$ 1,078,051</u>	<u>\$ -0-</u>
NET POSITION				
Net Investment in Capital Assets	\$ 47,251,737	\$ 168,098,952	\$ 215,350,689	\$ 2,638,148
Restricted For:				
Debt Service	-0-	16,071,826	16,071,826	-0-
Asset Construction and Acquisition	21,233,700	3,264,271	24,497,971	-0-
Passenger Facility Charges	-0-	1,285,389	1,285,389	-0-
Landfill Closure and Post-Closure	-0-	5,138,430	5,138,430	-0-
Economic Development	-0-	-0-	-0-	13,918,181
Permanent Fund Purposes:				
Nonexpendable	13,416,029	-0-	13,416,029	-0-
Expendable	18,387	-0-	18,387	-0-
Unrestricted	(63,955,519)	9,725,257	(54,230,262)	-0-
Total Net Position	<u>\$ 17,964,334</u>	<u>\$ 203,584,125</u>	<u>\$ 221,548,459</u>	<u>\$ 16,556,329</u>

The accompanying notes are an integral part of this statement.

CITY OF SAN ANGELO, TEXAS

Statement of Activities

For the Year Ended September 30, 2016

Net (Expense) Revenue and Changes in Net Position								
					Primary Government			Component Units
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total	Development Corporation
PRIMARY GOVERNMENT								
Government Activities:								
General Government	\$ 15,503,820	\$ 1,263,453	\$ -0-	\$ -0-	(\$ 14,240,367)	\$ -0-	(\$ 14,240,367)	
Public Safety	45,843,672	6,503,328	111,779	-0-	(39,228,565)	-0-	(39,228,565)	
Public Works and Transportation	12,554,602	1,096,279	301,128	-0-	(11,157,195)	-0-	(11,157,195)	
Public Facilities	3,790,497	642,393	-0-	297,140	(2,850,964)	-0-	(2,850,964)	
Health and Human Services	3,697,454	902,281	2,892,104	-0-	96,931	-0-	96,931	
Culture, Parks and Recreation	8,076,896	403,454	132,987	4,870,744	(2,669,711)	-0-	(2,669,711)	
Economic Development	392,494	257,524	-0-	-0-	(134,970)	-0-	(134,970)	
Urban Redevelopment and Housing	1,051,058	19,077	5,623	-0-	(1,026,358)	-0-	(1,026,358)	
Interest and Fiscal Charges	2,153,962	-0-	-0-	-0-	(2,153,962)	-0-	(2,153,962)	
Total Government Activities	\$ 93,064,455	\$ 11,087,789	\$ 3,443,621	\$ 5,167,884	(\$ 73,365,162)	\$ -0-	(\$ 73,365,162)	
Business-type Activities:								
Water	\$ 16,978,460	\$ 28,438,454	\$ -0-	\$ 500	\$ -0-	\$ 11,460,494	\$ 11,460,494	
Sewer	9,078,552	11,808,606	-0-	700	-0-	2,730,754	2,730,754	
Airport	4,506,411	1,664,125	-0-	1,023,428	-0-	(1,818,858)	(1,818,858)	
State Office Building	1,127,308	1,276,717	-0-	-0-	-0-	149,409	149,409	
Solid Waste	786,709	2,235,398	-0-	-0-	-0-	1,448,689	1,448,689	
Stormwater	2,032,021	2,590,375	-0-	-0-	-0-	558,354	558,354	
Total Business-type Activities	\$ 34,509,461	\$ 48,013,675	\$ -0-	\$ 1,024,628	\$ -0-	\$ 14,528,842	\$ 14,528,842	
Total Primary Government	\$ 127,573,916	\$ 59,101,464	\$ 3,443,621	\$ 6,192,512	(\$ 73,365,162)	\$ 14,528,842	(\$ 58,836,320)	
COMPONENT UNIT								
Development Corporation	\$ 12,378,461	\$ 45,221	\$ -0-	\$ -0-				(\$ 12,333,240)
Total Component Unit	\$ 12,378,461	\$ 45,221	\$ -0-	\$ -0-				(\$ 12,333,240)
General Revenue								
Taxes								
		Property Taxes - General Levy			\$ 30,505,494	\$ -0-	\$ 30,505,494	\$ -0-
		Property Taxes - Debt Service Levy			7,556,437	-0-	7,556,437	-0-
		Sales Taxes			17,147,214	-0-	17,147,214	8,226,791
		Franchise Taxes			4,349,480	-0-	4,349,480	-0-
		Motel Taxes			1,960,114	-0-	1,960,114	-0-
		Mixed Drink Taxes			332,309	-0-	332,309	-0-
		Bingo Taxes			42,505	-0-	42,505	-0-
		Grants and Contributions Not Restricted to Specific Programs			-0-	-0-	-0-	-0-
		Penalty, Interest and Fees, and Delinquent Taxes			337,978	-0-	337,978	-0-
		Unrestricted Investment Earnings			691,470	582,468	1,273,938	51,131
		Miscellaneous			1,235,450	-0-	1,235,450	2,437
		Gain on Sale of Capital Assets			-0-	663,072	663,072	56,608
		Transfers			4,800,468	(4,800,468)	-0-	-0-
		Total General Revenue and Transfers			\$ 68,958,919	(\$ 3,554,928)	\$ 65,403,991	\$ 8,336,967
		Change in Net Position			(\$ 4,406,243)	\$ 10,973,914	\$ 6,567,671	(\$ 3,996,273)
		Net Position - Beginning			22,386,941	192,402,399	214,789,340	20,552,602
		Restatement of Beginning Net Position			(16,364)	207,812	191,448	-0-
		Net Position - Ending			\$ 17,964,334	\$ 203,584,125	\$ 221,548,459	\$ 16,556,329

The accompanying notes are an integral part of this statement.

CITY OF SAN ANGELO, TEXAS

Balance Sheet - Governmental Funds

As of September 30, 2016

	General	Sales Tax Capital Project	Capital Improvement Fund	Debt Service Fund	Other Governmental Funds	Total Governmental Funds
ASSETS						
Cash and Cash Equivalents	\$ 9,367,092	\$ 655,324	\$ 8,250,521	\$ -0-	\$ 346,466	\$ 18,619,403
Investments	14,614,751	782,344	17,360,529	-0-	517,043	33,274,667
Receivables:						
Accrued Interest	38,602	-0-	41,362	7,417	41,498	128,879
Property Taxes	1,191,553	-0-	-0-	167,376	-0-	1,358,929
Accounts	14,422,678	-0-	-0-	23,824	943,665	15,390,167
Less: Allowance for Uncollectible	(11,591,515)	-0-	-0-	-0-	(11,886)	(11,603,401)
Due from Other Funds	10,844,998	-0-	-0-	-0-	-0-	10,844,998
Due from Other Governments	2,776,724	-0-	-0-	-0-	289,796	3,066,520
Inventories	37,304	-0-	-0-	-0-	-0-	37,304
Prepays	7,684	-0-	-0-	-0-	-0-	7,684
Restricted Assets:						
Cash and Cash Equivalents	-0-	-0-	-0-	1,130,073	1,756,441	2,886,514
Investments	-0-	-0-	-0-	2,043,502	12,652,581	14,696,083
Total Assets	<u>\$ 41,709,871</u>	<u>\$ 1,437,668</u>	<u>\$ 25,652,412</u>	<u>\$ 3,372,192</u>	<u>\$ 16,535,604</u>	<u>\$ 88,707,747</u>
DEFERRED OUTFLOWS OF RESOURCES						
Deferred Charges on Refunding	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total Deferred Outflows of Resources	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
LIABILITIES						
Current Liabilities:						
Accounts Payable	\$ 1,384,329	\$ 16,066	\$ 41,561	\$ -0-	\$ 66,862	\$ 1,508,818
Due to Other Funds	26,454	281,755	-0-	-0-	138,529	446,738
Due to Other Governments	67,716	-0-	-0-	-0-	-0-	67,716
Unearned Revenue	191,507	-0-	-0-	-0-	-0-	191,507
Deposits	208,415	-0-	-0-	-0-	1,700	210,115
Total Liabilities	<u>\$ 1,878,421</u>	<u>\$ 297,821</u>	<u>\$ 41,561</u>	<u>\$ -0-</u>	<u>\$ 207,091</u>	<u>\$ 2,424,894</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable Revenue - Property Taxes	\$ 933,126	\$ -0-	\$ -0-	\$ 154,090	\$ -0-	\$ 1,087,216
Unavailable Revenue - Street Pavement	55,971	-0-	-0-	-0-	-0-	55,971
Total Deferred Inflows of Resources	<u>\$ 989,097</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ 154,090</u>	<u>\$ -0-</u>	<u>\$ 1,143,187</u>
FUND BALANCES						
Nonspendable	\$ 44,988	\$ -0-	\$ -0-	\$ -0-	\$ 12,747,748	\$ 12,792,736
Restricted	-0-	-0-	-0-	-0-	3,355,777	3,355,777
Committed	-0-	1,139,847	25,610,851	3,218,102	224,988	30,193,788
Assigned	13,950,805	-0-	-0-	-0-	-0-	13,950,805
Unassigned	24,846,560	-0-	-0-	-0-	-0-	24,846,560
Total Fund Balances	<u>\$ 38,842,353</u>	<u>\$ 1,139,847</u>	<u>\$ 25,610,851</u>	<u>\$ 3,218,102</u>	<u>\$ 16,328,513</u>	<u>\$ 85,139,666</u>

The accompanying notes are an integral part of this statement.

CITY OF SAN ANGELO, TEXAS

Balance Sheet - Governmental Funds

As of September 30, 2016

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEETS TO THE STATEMENT OF NET POSITION

Total Fund Balance, Governmental Funds	\$	85,139,666
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the funds, net of accumulated depreciation of \$84,825,043 and less internal service fund net position of \$10,416,938		
		74,408,105
Certain other deferred outflows are not available in the current period, and therefore, are deferred in the funds		1,143,187
Certain long-term liabilities are not due and payable from current financial resources and, therefore, are not reported in the funds:		
Accrued interest payable	(	459,520)
Revenue bonds payable	(	64,705,000)
Notes payable	(	1,500,000)
Unamortized debt discount	(	4,059,424)
Deferred charge on refunding		2,015,773
Accrued compensated absences	(	11,853,569)
Unfunded OPEB obligation	(	14,767,026)
Net pension obligation (and related deferrals)	(	51,012,707)
Internal service funds are used by management to charge costs of certain activities that benefit multiple funds, such as self-insurance vehicle maintenance, and other such costs, to individual funds. The assets and liabilities of certain of these internal service funds are reported in governmental activities in the Statement of Net Position:		
Internal service funds' net position		3,614,849
Net Position of Governmental Activities	\$	17,964,334

The accompanying notes are an integral part of this statement.

CITY OF SAN ANGELO, TEXAS

Statement of Revenues, Expenditures, and Changes in Fund Balance - Governmental Funds

For the Year Ended September 30, 2016

	General	Sales Tax Capital Project	Capital Improvement Fund	Debt Service Fund	Other Governmental Funds	Total Governmental Funds
REVENUES						
Taxes:						
Property	\$ 30,910,767	\$ -0-	\$ -0-	\$ 6,920,875	\$ 635,562	\$ 38,467,204
Sales	17,147,214	-0-	-0-	-0-	-0-	17,147,214
Franchise	4,349,480	-0-	-0-	-0-	-0-	4,349,480
Motel	1,960,114	-0-	-0-	-0-	-0-	1,960,114
Mixed Drink	332,309	-0-	-0-	-0-	-0-	332,309
Bingo	42,505	-0-	-0-	-0-	-0-	42,505
Licenses and Permits	868,449	-0-	-0-	-0-	87,943	956,392
Intergovernmental	4,870,744	-0-	-0-	-0-	2,219,581	7,090,325
Charges for Services	7,995,869	-0-	-0-	-0-	392,126	8,387,995
Fines and Forfeits	2,621,105	-0-	-0-	-0-	-0-	2,621,105
Investment Income:						
Interest	195,367	17,831	64,911	20,488	237,053	535,650
Change in Fair Value of Investments	77,061	13,134	13,244	1,414	3,330	108,183
Miscellaneous:						
Gifts and Contributions	182,881	-0-	-0-	-0-	296,890	479,771
Program Income	-0-	-0-	-0-	-0-	9,095	9,095
Other Miscellaneous	1,052,023	-0-	-0-	-0-	183,426	1,235,449
Total Revenues	<u>\$ 72,605,888</u>	<u>\$ 30,965</u>	<u>\$ 78,155</u>	<u>\$ 6,942,777</u>	<u>\$ 4,065,006</u>	<u>\$ 83,722,791</u>
EXPENDITURES						
Current:						
General Government	\$ 10,869,576	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 10,869,576
Public Safety	38,644,323	-0-	-0-	-0-	259,898	38,904,221
Public Works and Transportation	11,354,116	-0-	-0-	-0-	169,624	11,523,740
Public Facilities	998,644	-0-	-0-	-0-	-0-	998,644
Health and Human Services	1,520,220	-0-	-0-	-0-	1,814,464	3,334,684
Culture, Parks and Recreation	6,096,577	-0-	-0-	-0-	24,759	6,121,336
Economic Development	-0-	-0-	-0-	-0-	392,494	392,494
Urban Redevelopment and Housing	-0-	-0-	-0-	-0-	1,018,949	1,018,949
Total Current Expenditures	<u>\$ 69,483,456</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ 3,680,188</u>	<u>\$ 73,163,644</u>
Capital Outlay	2,725,937	2,393,222	3,779,943	-0-	384,366	9,283,468
Debt Service:						
Principal	-0-	-0-	-0-	5,302,500	107,000	5,409,500
Interest and Fiscal Charges	-0-	5,254	153,531	2,180,794	42,001	2,381,580
Total Expenditures	<u>\$ 72,209,393</u>	<u>\$ 2,398,476</u>	<u>\$ 3,933,474</u>	<u>\$ 7,483,294</u>	<u>\$ 4,213,555</u>	<u>\$ 90,238,192</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>\$ 396,495</u>	<u>(\$ 2,367,511)</u>	<u>(\$ 3,855,319)</u>	<u>(\$ 540,517)</u>	<u>(\$ 148,549)</u>	<u>(\$ 6,515,401)</u>
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ 5,530,251	\$ -0-	\$ -0-	\$ -0-	\$ 381,869	\$ 5,912,120
Sale of Capital Assets	36,734	-0-	-0-	-0-	122,713	159,447
Proceeds from Long-Term Debt	-0-	-0-	15,615,000	-0-	-0-	15,615,000
Proceeds from Long-Term Debt Premium	-0-	-0-	538,531	-0-	-0-	538,531
Payment to Advance Refunding Escrow Agent	-0-	-0-	-0-	305,037	-0-	305,037
Transfers Out	(482,759)	(203,617)	-0-	-0-	(486,326)	(1,172,702)
Total Other Sources (Uses)	<u>\$ 5,084,226</u>	<u>(\$ 203,617)</u>	<u>\$ 16,153,531</u>	<u>\$ 305,037</u>	<u>\$ 18,256</u>	<u>\$ 21,357,433</u>
Net Change in Fund Balances	<u>\$ 5,480,721</u>	<u>(\$ 2,571,128)</u>	<u>\$ 12,298,212</u>	<u>(\$ 235,480)</u>	<u>(\$ 130,293)</u>	<u>\$ 14,842,032</u>
Fund Balances - Beginning	35,956,143	3,576,963	13,312,639	3,876,297	16,458,806	73,180,848
Restatement of Beginning Fund Balance (See Note IV.H)	(2,594,511)	134,012	-0-	(422,715)	-0-	(2,883,214)
Fund Balances - Ending	<u>\$ 38,842,353</u>	<u>\$ 1,139,847</u>	<u>\$ 25,610,851</u>	<u>\$ 3,218,102</u>	<u>\$ 16,328,513</u>	<u>\$ 85,139,666</u>

The accompanying notes are an integral part of this statement.

CITY OF SAN ANGELO, TEXAS

Statement of Revenues, Expenditures, and Changes in Fund Balance - Governmental Funds

For the Year Ended September 30, 2016

**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES**

Net Change in Fund Balances - Total Governmental Funds	\$ 14,842,032
Amounts reported for governmental activities in the Statement of Net Activities are different because:	
Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets:	
Capital asset purchases	7,519,694
Depreciation expense	(6,725,785)
Capital assets disposals	49,176
Capital assets donated to business-type activities	(7,037)
Governmental funds report bond issuance costs as expenditures and bond premiums as revenue while governmental activities report amortization and interest expense to allocate those expenditures over the term of the bonds:	
Amortization expense	46,850
Interest expense	(124,269)
Governmental funds report revenue not collected within the availability period as Unavailable Revenue, but on the Statement of Activities these revenues are recognized and the deferred inflow of resources is eliminated:	
Property taxes	(67,294)
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position:	
Revenue bond principal payment	5,302,500
Revenue bond payments to escrow	20,452,316
Note payable principal payment	107,000
Revenue bond proceeds	(33,335,000)
Revenue bond premium	(3,575,884)
Some expenses reported in the Statement of Activities do not require the use of current financial resources, and these are not reported as expenditures in governmental funds:	
Compensated absences	(820,149)
OPEB obligation change	(1,743,924)
Net pension obligation change	(4,317,349)
The internal service funds are used by management to charge the costs of fleet management and risk management to individual funds.	
The net revenue of certain activities of internal service funds is reported in the governmental activities.	
	(2,009,120)
Change in Net Position of Governmental Activities	<u><u>(\$ 4,406,243)</u></u>

The accompanying notes are an integral part of this statement.

CITY OF SAN ANGELO, TEXAS

Statement of Net Position - Proprietary Funds

As of September 30, 2016

	Business-type Activities - Enterprise Funds					Governmental Activities - Internal Service Funds
	Water	Sewer	Airport	Other Enterprise Funds	Total	
ASSETS						
Assets:						
Current Assets:						
Cash and Cash Equivalents	\$ 927,210	\$ 7,847	\$ 61,928	\$ 2,538,930	\$ 3,535,915	\$ 1,886,616
Investments	2,214,719	19,010	149,835	6,607,766	8,991,330	2,420,078
Receivables:						
Accrued Interest	70,761	10,184	2,545	28,759	112,249	3,822
Accounts Receivable	5,777,416	1,795,152	101,156	1,003,864	8,677,588	190,431
Less: Allowance for Uncollectibles	(1,645,897)	(470,973)	-0-	(80,064)	(2,196,934)	(116,890)
Due from Other Funds	26,454	-0-	-0-	-0-	26,454	8
Inventories	360,737	33,053	-0-	-0-	393,790	52,859
Restricted Assets:						
Cash and Cash Equivalents	-0-	6,740,682	631,792	-0-	7,372,474	-0-
Investments	13,494,643	13,958,050	668,337	-0-	28,121,030	-0-
Closure and Post-Closure Trust Fund	-0-	-0-	-0-	5,138,430	5,138,430	-0-
Total Current Assets	\$ 21,226,043	\$ 22,093,005	\$ 1,615,593	\$ 15,237,685	\$ 60,172,326	\$ 4,436,924
Noncurrent Assets:						
Capital Assets:						
Land	\$ 1,719,765	\$ 3,759,793	\$ 1,568,591	\$ 809,846	\$ 7,857,995	\$ -0-
Buildings	7,575,604	240,039	15,692,780	6,051,542	29,559,965	390,269
Improvements Other Than Buildings	3,864,878	10,089,039	17,307,536	898,665	32,160,118	5,303,405
Infrastructure	93,501,564	69,582,076	19,207,178	-0-	182,290,818	-0-
Machinery and Equipment	11,768,914	12,069,944	1,402,606	3,380,815	28,622,279	727,433
Water Rights	36,950,835	-0-	-0-	-0-	36,950,835	-0-
Construction in Progress	124,510,448	751,191	9,115,658	-0-	134,377,297	7,938,953
Less: Accumulated Depreciation	(69,120,945)	(41,087,223)	(37,959,728)	(5,812,078)	(153,979,974)	(3,943,122)
Net Capital Assets	\$ 210,771,063	\$ 55,404,859	\$ 26,334,621	\$ 5,328,790	\$ 297,839,333	\$ 10,416,938
Total Noncurrent Assets	\$ 210,771,063	\$ 55,404,859	\$ 26,334,621	\$ 5,328,790	\$ 297,839,333	\$ 10,416,938
Total Assets	\$ 231,997,106	\$ 77,497,864	\$ 27,950,214	\$ 20,566,475	\$ 358,011,659	\$ 14,853,862
DEFERRED OUTFLOWS OF RESOURCES						
Deferred Charges	\$ -0-	\$ 816,824	\$ -0-	\$ -0-	\$ 816,824	\$ -0-
Deferred Amounts Related to Pensions	1,943,150	654,852	234,361	561,264	3,393,627	533,716
Total Deferred Outflows of Resources	\$ 1,943,150	\$ 1,471,676	\$ 234,361	\$ 561,264	\$ 4,210,451	\$ 533,716
LIABILITIES						
Current Liabilities:						
Accounts Payable	\$ 877,399	\$ 223,241	\$ 582,749	\$ 912,941	\$ 2,596,330	\$ 302,429
Accrued Interest Payable	156,857	152,204	-0-	5,617	314,678	-0-
Due to Other Funds	-0-	3,968,650	1,150,213	513,611	5,632,474	4,792,248
Due to Other Governments	-0-	-0-	-0-	-0-	-0-	-0-
Deposits	1,044,533	-0-	-0-	-0-	1,044,533	-0-
Noncurrent Liabilities Due Within One Year	7,736,308	3,202,171	43,881	508,152	11,490,512	2,229,004
Total Current Liabilities	\$ 9,815,097	\$ 7,546,266	\$ 1,776,843	\$ 1,940,321	\$ 21,078,527	\$ 7,323,681
Noncurrent Liabilities:						
Net Pension Liability	\$ 5,287,774	\$ 1,782,008	\$ 637,753	\$ 1,410,252	\$ 9,117,787	\$ 1,408,333
Noncurrent Liabilities Due After One Year	98,428,186	23,950,242	561,159	5,041,155	127,980,742	2,981,081
Total Noncurrent Liabilities	\$ 103,715,960	\$ 25,732,250	\$ 1,198,912	\$ 6,451,407	\$ 137,098,529	\$ 4,389,414
Total Liabilities	\$ 113,531,057	\$ 33,278,516	\$ 2,975,755	\$ 8,391,728	\$ 158,177,056	\$ 11,713,095
DEFERRED INFLOWS OF RESOURCES						
Deferred Revenue	\$ 149,890	\$ -0-	\$ -0-	\$ -0-	\$ 149,890	\$ -0-
Deferred Amounts Related to Pensions	219,307	48,978	18,516	24,238	311,039	59,634
Total Deferred Inflows of Resources	\$ 369,197	\$ 48,978	\$ 18,516	\$ 24,238	\$ 460,929	\$ 59,634
NET POSITION						
Net Investment in Capital Assets	\$ 108,685,596	\$ 30,571,004	\$ 26,334,621	\$ 4,126,218	\$ 169,717,439	\$ 10,416,938
Restricted for:						
Debt Service	14,595,860	1,475,966	-0-	-0-	16,071,826	-0-
Asset Construction and Acquisition	1,645,784	1,618,487	-0-	-0-	3,264,271	-0-
Passenger Facility Charges	-0-	-0-	1,285,389	-0-	1,285,389	-0-
Landfill Closure and Post-Closure	-0-	-0-	-0-	5,138,430	5,138,430	-0-
Contract Obligations	1,792,764	-0-	-0-	-0-	1,792,764	-0-
Unrestricted	(6,680,002)	11,976,589	(2,429,706)	3,447,125	6,314,006	(6,802,089)
Total Net Position	\$ 120,040,002	\$ 45,642,046	\$ 25,190,304	\$ 12,711,773	\$ 203,584,125	\$ 3,614,849

The accompanying notes are an integral part of this statement.

CITY OF SAN ANGELO, TEXAS

Statement of Revenues, Expenses, and Changes in Fund Net Position
- Proprietary Funds

For the Year Ended September 30, 2016

	Business-type Activities - Enterprise Funds					Governmental
	Water	Sewer	Airport	Other Enterprise Funds	Total	Activities - Internal Service Funds
OPERATING REVENUES						
Charges for Sales and Services:						
Pledged for Payment of Revenue Bonds:						
Water Sales	\$ 25,928,691	\$ -0-	\$ -0-	\$ -0-	\$ 25,928,691	\$ -0-
Sewer Service	-0-	11,556,057	-0-	-0-	11,556,057	-0-
Stormwater Fee	-0-	-0-	-0-	2,568,278	2,568,278	-0-
Solid Waste Service	-0-	-0-	-0-	2,168,090	2,168,090	-0-
Rents, Leases, and Fees	346,548	206,133	-0-	1,221,712	1,774,393	-0-
Billing and Collection	1,599,466	-0-	-0-	-0-	1,599,466	-0-
Paving Cuts, Taps, and Connections	361,659	46,171	-0-	-0-	407,830	-0-
Other	202,090	245	19,671	-0-	222,006	-0-
Unpledged:						
Rents, Leases, and Fees	-0-	-0-	1,620,661	-0-	1,620,661	-0-
Sales and Service	-0-	-0-	-0-	-0-	-0-	14,086,907
Other	-0-	-0-	23,793	144,410	168,203	587,757
Total Operating Revenues	\$ 28,438,454	\$ 11,808,606	\$ 1,664,125	\$ 6,102,490	\$ 48,013,675	\$ 14,674,664
OPERATING EXPENSES						
Cost of Sales and Services	\$ 5,608,942	\$ 4,539,660	\$ 1,902,651	\$ 3,248,160	\$ 15,299,413	\$ 16,171,899
Administrative	6,658,043	236,399	-0-	90,608	6,985,050	-0-
Depreciation	3,248,228	3,266,047	2,603,760	559,118	9,677,153	573,596
Total Operating Expenses	\$ 15,515,213	\$ 8,042,106	\$ 4,506,411	\$ 3,897,886	\$ 31,961,616	\$ 16,745,495
Operating Income (Loss)	\$ 12,923,241	\$ 3,766,500	(\$ 2,842,286)	\$ 2,204,604	\$ 16,052,059	(\$ 2,070,831)
NONOPERATING REVENUES (EXPENSES)						
Investment Income:						
Interest	\$ 139,668	\$ 135,618	\$ 7,065	\$ 40,210	\$ 322,561	\$ 29,715
Change in Fair Value of Investments	186,512	64,307	2,391	6,697	259,907	17,922
Interest Expense and Fiscal Agent Fees	(1,463,247)	(1,036,446)	-0-	(48,152)	(2,547,845)	-0-
Gain (Loss) on Sale of Capital Assets	596,675	18,276	-0-	(12,929)	602,022	7,037
Total Nonoperating Revenues (Expenses)	(\$ 540,392)	(\$ 818,245)	\$ 9,456	(\$ 14,174)	(\$ 1,363,355)	\$ 54,674
Income (Loss) Before Contributions and Transfers	\$ 12,382,849	\$ 2,948,255	(\$ 2,832,830)	\$ 2,190,430	\$ 14,688,704	(\$ 2,016,157)
CONTRIBUTIONS AND TRANSFERS						
Contributions:						
Federal Grants	\$ 500	\$ 700	\$ 1,023,428	\$ -0-	\$ 1,024,628	\$ -0-
Capital	-0-	-0-	-0-	-0-	-0-	-0-
Total Contributions	\$ 500	\$ 700	\$ 1,023,428	\$ -0-	\$ 1,024,628	\$ -0-
Transfers In	476,020	-0-	203,617	95,000	774,637	-0-
Transfers Out	(3,336,483)	(1,631,033)	(79,829)	(466,710)	(5,514,055)	-0-
Total Contributions and Transfers	(\$ 2,859,963)	(\$ 1,630,333)	\$ 1,147,216	(\$ 371,710)	(\$ 3,714,790)	\$ -0-
Change in Net Position	\$ 9,522,886	\$ 1,317,922	(\$ 1,685,614)	\$ 1,818,720	\$ 10,973,914	(\$ 2,016,157)
Net Position - Beginning	110,517,116	44,324,124	26,883,257	10,677,902	192,402,399	2,764,160
Restatement of Beginning Net Position (See Note IV.H)	-0-	-0-	(7,339)	215,151	207,812	2,866,846
Net Position - Ending	\$ 120,040,002	\$ 45,642,004	\$ 25,190,304	\$ 12,711,773	\$ 203,584,125	\$ 3,614,849

The accompanying notes are an integral part of this statement.

CITY OF SAN ANGELO, TEXAS

Statement of Cash Flows - Proprietary Funds

For the Year Ended September 30, 2016

	Business-type Activities - Enterprise Funds						Governmental Activities - Internal Service Funds
	Water	Sewer	Airport	Other Enterprise Funds	Total		
CASH FLOWS FROM OPERATING ACTIVITIES							
Cash Received From Customers	\$ 28,499,380	\$ 11,969,839	\$ 1,680,300	\$ 5,703,374	\$ 47,852,893	\$ 11,605,384	
Cash Received From Other Funds for Interfund Services Provided	(3,438,798)	3,968,650	(78,590)	-0-	451,262	802,631	
Cash Received From Reinsurance	-0-	-0-	-0-	-0-	-0-	2,313,775	
Cash Received From Meter Deposits	19,534	-0-	-0-	-0-	19,534	-0-	
Cash Paid From Meter Deposits	-0-	3,565	-0-	-0-	3,565	-0-	
Cash Paid to Suppliers for Goods and Services	(5,671,921)	(2,291,182)	(583,893)	(1,655,838)	(10,202,834)	(8,279,135)	
Cash Paid for Insurance Claims and Premiums	-0-	-0-	-0-	-0-	-0-	(7,775,661)	
Cash Paid for Employees' Services and Benefits	(5,817,699)	(1,988,046)	(692,120)	(1,523,722)	(10,021,587)	(1,367,834)	
Net Cash Provided (Used) by Operating Activities	\$ 13,590,496	\$ 11,655,696	\$ 325,697	\$ 2,523,814	\$ 28,095,703	(\$ 2,700,840)	
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES							
Transfers In	\$ 476,020	\$ -0-	\$ 6,951,969	\$ -0-	\$ 7,632,846	\$ -0-	
Transfers Out	(3,336,483)	(1,630,333)	(6,828,181)	(371,710)	(12,371,564)	-0-	
Short-Term Interfund Loans Received	-0-	-0-	-0-	40,382	40,382	3,435,357	
Short-Term Interfund Loans Paid	-0-	-0-	-0-	-0-	-0-	-0-	
Net Cash Provided (Used) by Noncapital Financing Activities	(\$ 2,655,606)	(\$ 1,835,190)	\$ 123,788	(\$ 331,328)	(\$ 4,698,336)	\$ 3,435,357	
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES							
Acquisition of Capital Assets	(\$ 10,720,492)	(\$ 420,070)	(\$ 329,658)	(\$ 289,118)	\$ 11,759,338	(\$ 1,737,972)	
Principal Paid on Debt	(6,929,915)	(3,062,350)	(43,033)	(777,735)	(10,813,033)	-0-	
Interest Paid on Debt	(1,482,024)	(1,095,793)	-0-	(62,794)	(2,640,611)	-0-	
Cash Paid for Water Rights Obligation	(1,411,997)	-0-	-0-	-0-	(1,411,997)	-0-	
Capital Grants Received	500	-0-	1,023,428	-0-	1,023,928	-0-	
Proceeds from Sale of Assets	657,137	18,276	-0-	522	675,935	14,074	
Net Cash Provided (Used) by Capital and Related Financing Activities	(\$ 19,886,791)	(\$ 4,559,937)	\$ 650,737	(\$ 1,129,125)	(\$ 24,925,116)	(\$ 1,723,898)	
CASH FLOWS FROM INVESTING ACTIVITIES							
Purchase of Investments	\$ 9,744,418	(\$ 3,076,879)	(\$ 412,929)	(\$ 5,472,422)	\$ 782,188	\$ 617,911	
Interest Received on Investments	134,693	146,853	6,427	29,502	317,475	31,179	
Net Cash Provided (Used) by Investing Activities	\$ 9,879,111	(\$ 2,930,026)	(\$ 406,502)	(\$ 5,442,920)	\$ 1,099,663	\$ 649,090	
Net Increase (Decrease) in Cash	\$ 927,210	\$ 2,330,543	\$ 693,720	(\$ 4,379,559)	(\$ 428,086)	(\$ 340,291)	
Cash - Beginning	-0-	4,417,986	-0-	6,918,489	11,336,475	2,226,907	
Cash - Ending	\$ 927,210	\$ 6,748,529	\$ 693,720	\$ 2,538,930	\$ 10,908,389	\$ 1,886,616	
CASH ON STATEMENT OF NET POSITION							
Current Assets	\$ 927,210	\$ 7,847	\$ 61,928	\$ 2,538,930	\$ 3,535,915	\$ 1,886,616	
Restricted Assets	-0-	6,740,682	631,792	-0-	7,372,474	-0-	
Total	\$ 927,210	\$ 6,748,529	\$ 693,720	\$ 2,538,930	\$ 10,908,389	\$ 1,886,616	

The accompanying notes are an integral part of this statement.

CITY OF SAN ANGELO, TEXAS

Statement of Cash Flows - Proprietary Funds

For the Year Ended September 30, 2016

	Business-type Activities - Enterprise Funds					Governmental Activities - Internal Service Funds
	Water	Sewer	Airport	Other Enterprise Funds	Total	
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES						
Operating Income (Loss)	\$ 12,923,241	\$ 3,766,500	(\$ 2,842,286)	\$ 2,204,604	\$ 16,177,915	(\$ 2,070,831)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities						
Depreciation	3,248,228	3,266,047	2,603,760	559,118	9,677,153	573,596
(Increase) Decrease in:						
Accounts Receivable	57,325	161,233	16,175	(210,837)	101,960	47,126
Other Receivable	-0-	-0-	-0-	(188,279)	188,279	
Due From Other Funds	(3,438,798)	3,968,650	(77,790)	-0-	452,062	-0-
Inventories	53,084	(3,105)	-0-	-0-	49,979	(7,496)
Deferred Charges	3,601	-0-	-0-	-0-	3,601	(60,434)
Increase (Decrease) in:						
Accounts Payable	463,358	117,635	552,888	(214,051)	919,830	(2,817,738)
Insurance Claims Payable	-0-	-0-	-0-	-0-	-0-	1,409,351
OPEB Obligation	202,437	74,357	21,275	53,615	351,684	80,157
Pension Liability	1,313,272	486,432	173,647	51,812	2,025,163	116,839
Compensated Absences	96,606	34,342	26,461	51,262	208,671	28,590
Landfill Postclosure Liability	-0-	-0-	-0-	216,570	216,570	-0-
Customer Deposits	19,534	(3,565)	-0-	-0-	15,969	-0-
Unearned Revenue	(1,146,535)	(417,687)	(148,433)	-0-	(1,712,655)	-0-
Net Cash Provided (Used) by Operating Activities	\$ 13,590,496	\$ 11,655,696	\$ 325,697	\$ 2,523,814	\$ 28,095,703	(\$ 2,700,840)
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES						
Loss on Disposal of Capital Assets	\$ 60,462	\$ -0-	\$ -0-	(\$ 13,451)	\$ 47,011	\$ 7,037
Amortization of Premiums and Discounts	\$ -0-	\$ 8,499	\$ -0-	(\$ 12,340)	\$ 3,841	\$ -0-
Change in Fair Value of Investments	\$ -0-	\$ 64,307	\$ 2,391	\$ 6,697	\$ 73,395	\$ 17,922
Amortization of Gain or Loss on Refunding	\$ -0-	\$ 131,088	\$ -0-	\$ -0-	\$ 131,088	\$ -0-

The accompanying notes are an integral part of this statement.

CITY OF SAN ANGELO, TEXAS

Statement of Net Position - Fiduciary Funds

As of September 30, 2016

	Agency	
	CJC	
ASSETS		
Cash and Cash Equivalents	\$	324,689
Total Assets	\$	324,689
LIABILITIES		
Accounts Payable	\$	-0-
Due to Other Governments		324,689
Total Liabilities	\$	324,689

The accompanying notes are an integral part of this financial statement.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of San Angelo, Texas (City) is a municipal corporation governed by an elected mayor and six-member council. The City provides services as authorized in its charter: public safety (police and fire), streets and bridges, sanitation, health and human services, water and sewer utilities, recreation, education, public improvements, planning and zoning, and general administrative services. The accompanying financial statements present the government and its component units, entities for which the government is financially accountable. The discretely presented component unit is reported in a separate column in the government-wide financial statements (see note below for description) to emphasize that it is legally separate from the government.

The City's financial statements have been prepared in conformity with U.S. generally accepted accounting principles. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The accounting and reporting framework and the more significant accounting policies are discussed in the subsequent subsections of this note.

I.A. Financial Reporting Entity

The City's financial reporting entity comprises the following:

Primary Government:	City of San Angelo, Texas
Discretely Presented Component Unit:	City of San Angelo Development Corporation

In determining the financial reporting entity, the City complies with the provisions of Governmental Accounting Standards Board Statement 14, *The Financial Reporting Entity*, as amended by Statement No. 61 and includes all component units of which the City is fiscally accountable.

Blended Component Units

Blended component units are separate legal entities that meet the GASB Statement No. 14 (as amended by Statement No. 61) component unit criteria and whose governing body is the same or substantially the same as the City Council, or the component unit provides services entirely, or almost entirely, to the City. The City had no blended component units for the year ended September 30, 2016.

Discretely Presented Component Units

Discretely presented component units are separate legal entities that meet the GASB Statement No. 14 (as amended by Statement No. 61) component unit criteria but do not meet the criteria for blending. The City has one component unit that is discretely presented in the City's report as presented below. The component unit's rows and columns in the government-wide financial statements include the financial data of the City's component unit. It is reported in separate rows and columns to emphasize that it is legally separate from the City. The mayor and the City Council appoint the governing board of directors.

The City of San Angelo, Texas Development Corporation (Corporation) is a non-profit development corporation organized under the Texas Development Corporation Act of 1979, Article 5190.6, Vernon's Texas Revised Civil Statutes Annotated as amended (the Act), and is governed by Section 4B of the Act. The Corporation is governed by a seven-member board appointed by the City Council. Its purpose is to administer the type B Section 4B economic development sales tax approved by the City's voters. As stated in its Articles of Incorporation, the purpose of the Corporation is to promote community development within the City and the State of Texas in order to improve the quality of life and the public welfare of, for, and on behalf of the City by developing, implementing, providing, and financing the projects allowed under Section 4B of the Act. The San Angelo City Council must approve all actions of the Corporation's board of directors. Subject to the limitations provided by the Texas Constitution, the laws of the state and the articles of incorporation, the City Council may, in its sole discretion, and at any time, alter or change the structure, organization, programs, or activities of the Corporation, and may terminate or dissolve the Corporation. If the Corporation should be dissolved, all interests it has, or is entitled to, in any funds or property of any kind shall be transferred and delivered to the City after satisfaction of all debts, claims, and contractual obligations. The Corporation does not publish any separately issued financial statements.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Related Organizations

The City Council is responsible for appointing the members of the boards of various organizations, but the City's accountability for those organizations does not extend beyond making the appointments. The City provides some funding to the Convention and Visitors Bureau.

I.B. Basis of Presentation

Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. Eliminations have been made to minimize the double reporting of transactions involving internal activities. Individual funds are not displayed in these statements. Instead, the statements distinguish between governmental and business-type activities. *Governmental activities*, which normally are supported by taxes, intergovernmental revenues, and other non-exchange revenues, are reported separately from *business-type activities*, which rely mostly on fees and charges for support. In addition, the primary government is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The statement of activities reports the direct expenses of a given function offset by program revenues directly related to the function program. A function is an aggregation of similar activities and may include portions of a fund or summarize more than one fund to capture expenses and program revenues associated with a distinct functional activity. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: (a) charges to customers such as fines and forfeitures, fees for licenses, permits, and other user charges; (b) operating grants and contributions that are restricted to meeting the annual operating requirements of a particular function or segment; and (c) capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts, which constitute its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues, and expenditures/expenses. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds. Fiduciary funds are not included in the government-wide financial statements. An emphasis of the fund financial statements is placed on major governmental and enterprise funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements with composite columns for the aggregated remaining non-major funds. A fund is considered major if it is the primary operating fund of the City or meets the following criteria:

- a) Total assets and deferred outflows of resources, liabilities and deferred inflows of resources, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type, and
- b) Total assets, liabilities, revenues or expenditures/expenses of the individual governmental or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.
- c) A fund not meeting the criteria of (a) and (b); however, management has elected to report the fund as a major fund due to its significance to users of the financial statements.

All remaining governmental and enterprise funds not meeting the above criteria are aggregated and reported as nonmajor funds.

I.C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and trust fund financial statements. Agency funds do not have a measurement focus. Revenues are recorded when earned, and expenses are recorded when a liability is incurred regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Because different measurement focuses and bases of accounting are used in the government-wide statement of net position and in governmental fund statements, amounts reported as *restricted fund balances* in governmental funds may be different from amounts reported as *restricted net position* in the statement of net position.

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The agency fund has no measurement focus but utilizes the *accrual basis of accounting* for reporting its assets and liabilities.

The City reports the following major governmental funds:

The *general fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. It is *always* a major fund.

The *sales tax projects* capital project fund accounts for certificate of obligation proceeds to accomplish projects specified on the ballots in the elections adopting the type B economic development sales tax and projects allowed by Section 4B of the Development Corporation Act of 1979, as amended. The certificates are being retired with funds from the collection of the type B sales tax approved for the projects.

The *capital improvement fund* accounts for the authorized expenditure of the proceeds of certificates of obligation.

The *debt service fund* accounts for the accumulation of resources and payment of principal and interest on general obligation bonds, certificates of obligation, and sales tax supported certificates of obligations. Resources are provided by an ad valorem tax levy and transfer of type B sales tax proceeds from the City of San Angelo Development Corporation.

The City also reports the following nonmajor governmental fund types and funds:

Special revenue funds account for specific revenues that are legally restricted, or designated by management, to expenditures for particular purposes. The City's nonmajor special revenue funds include:

- Community development fund accounts for the expenditure of funds received from the U.S. Department of Housing and Urban Development under the Community Development Block Grant program.
- Intergovernmental fund accounts for the expenditure of various federal and state funds.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

- HOME program fund accounts for funds received from the U.S. Department of Housing and Urban Development under the HOME Investment Partnership program.
- Designated revenue fund accounts for expenditure of funds contributed by San Angelo citizens for special purposes.
- Tax Increment Reinvestment Zone fund accounts for expenditure of funds received from ad valorem taxes derived from increments of growth in real property values in the Zone.

Permanent funds are used to account for resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs – that is, for the benefit of the government or its citizenry. The City's nonmajor permanent funds are as follows:

- *Santa Fe Park Trust fund* accounts for trust principal and related investment income. Net earnings up to 7% can be paid to the City to be used for the upkeep and beautification of the park. Earnings in excess of 7% become part of principal.
- *Lake Nasworthy Trust fund* accounts for the trust principal and related investment income. Twenty percent of all lake lot lease income, the proceeds from the sale of lake lots, and 10% of the annual interest income are additions to principal. No portion of the principal shall be expended for any purpose unless authorized by a majority vote of the qualified voters of the City at an election held for that purpose. Ninety percent of the annual interest income may be used by the City to pay for lake and river improvements, services to enhance water recreation, and the elimination of related litter and pollution. A public hearing must be held on the purposed uses of interest income during the budget and budget amendment process.

Proprietary funds include both enterprise funds and internal service funds. *Enterprise funds* account for business-like activities provided to the general public. *Internal service funds* are used to account for business-like activities provided and charged to other funds or entities within the reporting entity.

The City reports three major enterprise funds:

- The *water fund* accounts for the operations of the water utility service. In addition, the operation of lake recreation facilities are accounted for in this fund, and billing and collection services are provided to other enterprise funds.
- The *sewer fund* accounts for the operation of the sewage collection and treatment system and leasing of the sewer farm.
- The *airport fund* accounts for the operations of the municipal airport.

The City reports the following three non-major enterprise funds:

- The *state office building fund* accounts for the operation of a building, acquired and renovated, primarily to provide a facility for lease to the State of Texas in order for all state offices in San Angelo to be in one location.
- The *solid waste fund* accounts for the City's portion of operating the landfill.
- The *stormwater fund* accounts for the operation of stormwater treatment and management.

Internal service funds account for fuel, oil, and the maintenance and upkeep on City and San Angelo Independent School District vehicles (vehicle maintenance fund); health claims services and medical costs for City employees and their dependents (employee/retiree health fund); insurance coverage for general and automobile liability and property damage for city property and vehicles (property and casualty insurance fund); workers compensation coverage for City employees (workers compensation insurance fund), and a city-wide radio communication system (communications fund), basically on a cost reimbursement basis, and provision of reserves for catastrophic claims in the insurance funds.

Fiduciary funds are used to account for assets held in a trust or agency capacity for others and, therefore, cannot be used to support the City's own programs. Fiduciary fund reporting focuses on net position and changes in net position. All fiduciary activities are reported only in the fund financial statements. The City reports the following fiduciary fund:

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

- *CJC Agency fund* is used to report resources held by the City in a purely custodial capacity (assets equal liabilities). The CJC fund accounts for the accumulation of fines and fees collected on behalf of the State of Texas.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the government's water, sewer, and stormwater function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Proprietary funds report *operating* revenues and expenses and *non-operating* revenues and expenses separately. Operating revenues and expenses generally result from sales and services in connection with a proprietary fund's principal ongoing operations. All other revenues and expenses are reported as non-operating. Principal operating revenues include charges to customers for sales, services, and rentals. Other operating revenues include charges for paving cuts, taps, and connections intended to recover the cost of connecting new customers to the water and sewer systems. Operating expenses for enterprise funds and internal service funds include cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for specified expenditures, the City's policy is to use restricted resources first, then unrestricted resources as needed. Within unrestricted resources, committed would be considered spent first (if available), followed by assigned (if available), and then unassigned amounts.

I.D. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Equity

Cash and Cash Equivalents

For the purposes of financial reporting, "cash and cash equivalents" include all demand deposits, state-managed local government investment pools, and short-term investments with original maturities of three months or less when acquired.

Investments

Investments are reported at fair value. U.S. Treasury obligations are valued at the last reported sales price on a national exchange. State-managed local government investment pools (which are reported as "cash" due to their liquidity) operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940 and use amortized cost instead of market value to report net position to compute share prices. Accordingly, the fair value of the position in the pools is the same as the value of the shares. The State Comptroller of Public Accounts exercises oversight responsibility over the pools. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both pool participants and other persons who do not have a business relationship with the pools. The advisory board members review the investment policy and management fee structure. Year to year changes in the fair value of investments are shown as an adjustment to investment income.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). Temporary fund overdrafts in the pooled cash account and certain year-end adjustments give rise to current interfund loans reported in the fund financial statements. Any residual balance outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

All accounts receivables are shown net of an allowance for uncollectibles.

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

The City's property taxes are due October 1 and become delinquent after January 31. No split payments or discounts are allowed. Penalties and Interest: (a) a delinquent tax incurs a penalty of 6% of the amount of the tax for the first calendar month it is delinquent, plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. However, a tax on July 1 incurs a total penalty of 12% of the amount of the delinquent tax without regard to the number of months the tax has been delinquent; (b) a delinquent tax accrues interest at a rate of one percent for each month or portion of a month the tax remains unpaid; and an additional penalty up to a maximum of 15% of taxes, penalty, and interest may be imposed to defray costs of collection for taxes delinquent after July 1.

Inventories

Inventories of the governmental funds are valued on the basis of weighted average cost. Inventories are recorded as expenditures when consumed rather than when purchased.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Restricted Assets

Certain governmental fund assets are classified as restricted on the balance sheets and statement of net position because their use is limited by legal or contractual requirements and terms of trust agreements. These include funds restricted for debt service, park upkeep, and river and lake improvements.

Also, certain proceeds of enterprise funds' revenue bonds, as well as certain other resources set aside for their repayment and other purposes, are classified as restricted assets on the statements of net position because their use is limited by applicable bond covenants and contract agreements. These include assets for bond debt service, water purchase contract obligations, construction with bond proceeds, asset renewals and replacements, and water supply development.

Capital Assets

The accounting treatment of property, plant, and equipment (capital assets) and water rights (intangible assets) depends on whether the assets are used in governmental fund type or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

In the government-wide financial statements, property, plant, and equipment and intangible assets are accounted for as capital assets. The City's policy is to capitalize and depreciate all capital assets with an initial, individual cost of \$1,000 or more and an estimated life in excess of three years. Assets not meeting the capitalization policy are controlled by division or department heads. Normal maintenance and repair costs that do not add to the asset values or materially extend the useful lives are not capitalized. All capital assets are valued at historical cost or estimated historical cost if actual is unavailable, except for donated capital assets, which are recorded at their acquisition value at the date of donation. Infrastructure capital assets, consisting of roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, lighting systems, water system, sewer system, and airport paving are capitalized and depreciated. Interest costs, net of interest earned on any invested capital debt proceeds, are capitalized when incurred by proprietary funds.

Depreciation of all exhaustible capital assets is recorded as an operating expense in proprietary fund financial statements and as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation in the government-wide statements and the proprietary funds statements is provided using the straight-line method of depreciation. The range of estimated useful lives by type of asset is as follows:

Buildings	10 – 50 years
Improvement Other Than Buildings	8 – 20 years
Infrastructure	15 – 50 years
Machinery and Equipment	3 – 20 years

When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

In the governmental fund financial statements, capital assets are accounted for as capital outlay expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will *not* be recognized as an outflow of resources (expense/expenditures) until then. The government currently recognizes amounts from pension and amounts related to refunding of debt. The deferred charge on refunding reported in the government-wide statement of net position and the proprietary fund statement. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will *not* be recognized as an inflow of resources (revenue) until that time. The government has one type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue*, is reported only in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Compensated Absences

City employees earn vacation and sick leave, each at the rate of 1-1/4 working days per month (3 weeks per year). Employees hired on or after October 1, 2001 earn vacation at the rate of 5/6 of a working day per month (2 weeks per year) for the first 5 years, and thereafter at the same rate as pre-October 1, 2001 hires. Accumulation of vacation is limited to 30 working days, and accumulation of sick leave is unlimited. Employees vest in accumulated sick leave after three years of employment. Terminal benefit payoffs are limited to 30 working days for unused vacation and 90 working days for unused vested sick leave. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. Liabilities related to proprietary funds are recognized within each of those funds' financial statements and the government-wide statement of net position.

Long-term Obligations

In the government-wide financial statements and the proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount and deferred amounts on refundings. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenses in the period incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the San Angelo Firemen's Relief and Retirement Fund (SFRRF) and the Texas Municipal Retirement System (TMRS) and additions to/deductions from SFRRF and TMRS fiduciary net position have been determined on the same basis as they are reported by SFRRF and TMRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Arbitrage Rebate to the U.S. Treasury

Under U.S. Treasury Department Regulations, all governmental tax-exempt debt issued after August 31, 1986, is subject to arbitrage rebate requirements. The requirements stipulate, in general, that the earnings from the investment of tax-exempt bond proceeds, which exceed related interest expenditures on the bonds, must be remitted to the Federal government on every fifth anniversary of each bond issue.

Since the rules governing arbitrage on tax-exempt debt and the calculation of the rebate are complex, the City has retained a professional consultant to calculate any tentative arbitrage rebate due to the U.S. Treasury Department, which was \$-0- on September 30, 2016. Unless the City is likely to meet any of the exceptions enumerated in the tax law, a liability is reported in the financial statements for the tentative rebate. The liability is reported in the government-wide statement of net position for invested proceeds of capital projects funds. The liability is reported in the applicable proprietary fund financial statement and the government-wide statement of net position for invested proceeds of that fund. Changes in the liability from year to year are reflected as an adjustment to investment income.

Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund Equity

In the government-wide and proprietary fund financial statements, equity is classified as net position and is displayed in three components:

- Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and is reduced by the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- Restricted net position – Consists of net position with constraints placed on the use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.
- Unrestricted net position – All other net position that does not meet the definition of “restricted” or “net investment in capital assets.”

In the government-wide financial statements and the proprietary funds financial statements, restrictions of net position are reported for amounts legally or contractually segregated for specific future uses. Net position restricted for Passenger Facility Charges and Economic Development are restricted by enabling legislation.

In the fund financial statements, governmental funds report fund balance into classifications that comprise a hierarchy based on the extent to which the City is bound to honor constraints on the specific purpose for which amount in those funds can be spent. The classifications of fund balance are Nonspendable, Restricted, Committed, Assigned, and Unassigned.

Nonspendable fund balances include amounts that cannot be spent because it is not in a spendable form, such as inventory or prepaid items or because resources legally or contractually must remain intact. *Restricted* fund balances are the portion of fund balance that have externally enforceable limitations on their usage through legislation or limitations imposed by creditors, grantors, laws and regulations of other governments, or enabling legislation.

Committed fund balances are self-imposed limitations by the highest level of decision-making authority, namely, the Mayor and City Council prior to the end of the reporting period through ordinance. The Mayor and City Council approval is required to commit resources or to rescind the commitment.

Assigned fund balances are limitations imposed by management based on the intended use of the funds. Assignments of fund balance may be made by City Council action or management decision when the City Council has delegated that authority. The City Manager is the official who is granted this authority by a vote

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

of the City Council. Assignments for transfers and interest income for governmental funds are made through the budgetary process. Modifications or rescissions of the constraints can also be removed by the same action that limited the funds.

Unassigned fund balances represent the residual net resources in excess of the other classifications. The General Fund is the only fund that can report a positive unassigned fund balance and any governmental fund can report a negative unassigned fund balance.

When both restricted and unrestricted resources are available for specified expenditures, restricted resources are considered spent before unrestricted resources. Within unrestricted resources, committed would be considered spent first (if available), followed by assigned (if available), and then unassigned amounts.

I.E. Internal and Interfund Balances and Activities

In the process of aggregating the financial information for the government-wide financial statements, some amounts reported as interfund activity and balances in the fund financial statements have been eliminated or reclassified.

Government-Wide Financial Statements

Interfund activity and balances, if any, are eliminated or reclassified in the government-wide financial statements as follows:

- Internal balances – Amounts reported in the fund financial statements as interfund receivables and payables are eliminated in the governmental and business-type activities columns of the statement of net position, except for the net residual amounts due between governmental and business-type activities, which are reported as Internal Balances.
- Internal activities – Amounts reported as interfund transfers in the fund financial statements are eliminated in the government-wide statement of activities except for the net amount of transfers between governmental and business-type activities, which are reported as Transfers-Internal Activities. The effects of interfund services between funds are not eliminated in the statement of activities.
- Primary government and component unit activity and balances – Resource flows between the primary government and the discretely presented component units are reported as if they were external transactions.

Fund Financial Statements

Interfund activity, if any, within and among the governmental, proprietary fund, and fiduciary categories is reported as follows in the fund financial statements:

- Interfund loans – Amounts provided with a requirement for repayment are reported as interfund receivables and payables.
- Interfund services – Sales or purchases of goods and services between funds are reported as revenues and expenditures/expenses.
- Interfund reimbursements – Repayments from funds responsible for certain expenditures/expenses to the funds that initially paid for them are not reported as reimbursements but as adjustments to expenditures/expenses in the respective funds.
- Interfund transfers – Flow of assets from one fund to another where repayment is not expected are reported as transfers in and out.

I.F. Revenues, Expenditures, and Expenses

Charges to Other Funds

Charges for services provided and used between funds are accounted for as revenues and expenditures or expenses. These include charges to other funds by the general fund for administration and investment management; charges by self-insurance internal service funds to other funds for health, general and auto

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

liability, and workers compensation; and charges by the vehicle maintenance internal service fund and communications fund to other funds.

Property Tax Revenues

Property tax revenues are recognized in governmental fund financial statements when they become available. Available means collected within the current period and the amount expected to be collected soon after year-end to pay liabilities of the current period not to exceed 60 days. The balance of uncollected taxes, in excess of that recognized as revenues, is recorded as deferred revenue. In the government-wide financial statements, property tax revenues are recognized in the fiscal year for which they are levied.

The City's property tax is levied and becomes a lien each October 1 on 100 percent of assessed value listed for all real and personal property located in the City as of the prior January 1. Taxes become delinquent on January 31 following the October 1 levy date.

Collections on the current levy normally average about 95% to 99%. The City is permitted by Article II, Section 5 of the State of Texas Constitution to levy taxes up to \$2.50 per \$100 of assessed valuation for general governmental services including the payment of principal and interest on general obligation long-term debt. Assessed values are established by the Tom Green County Appraisal District and certified by the Appraisal Review Board. The Appraisal District is required under the Property Tax Code to assess all property within the Appraisal District based on 100 percent of its value and is prohibited from applying any assessment ratios. The value of property within the Appraisal District must be reviewed every four years; however, the City may at its own expense, require annual reviews of appraised values. The City may challenge appraised values established by the Appraisal District through various appeals, and if necessary, legal action. Under this legislation, the City continues to set tax rates on City property. However, if the effective tax rate, excluding tax rates for bonds and other contractual obligations, adjusted for new improvements, exceeds the rate for the previous year by more than 8 percent, qualified voters of the City may petition for an election to determine whether to limit the tax rate to no more than 8 percent above the calculated tax rate of the previous year levy and the current year valuation.

Sales Tax

The City levies a one and one half cent sales tax on taxable sales within the City. The sales tax is collected by the Texas State Comptroller and remitted to the City in the month following receipt by the State Comptroller. The sales tax is recorded as follows:

- 1 cent recorded as revenue within the General Fund and then transferred throughout various funds to account for operations and facility improvements as recommended by the City Council.
- ½ cent recorded as revenue within the Development Corporation Fund that is transferred to various funds to account for improvements to park and building facilities; housing assistance programs; recreation funding; and civic events as recommended to the City Council by the Capital Improvement Plan.

Expenditures and Expenses

In the government-wide statement of activities, expenses, including depreciation of capital assets, are reported by function or activity. In the governmental fund financial statements, expenditures are reported by class as current (further reported by function), capital outlay and debt service. In the proprietary fund financial statements, expenses are reported by object or activity. Fiduciary funds report additions and deductions to net position.

I.G. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain amounts reported in the financial statements and the accompanying notes. Actual results could differ from those estimates.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

II. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The governmental funds' balance sheet includes a reconciliation between *total fund balances – governmental funds* and *net position of governmental activities* as reported in the government-wide statement of net position. The governmental funds' statement of revenues, expenditures, and changes in fund balances includes a reconciliation between *total net change in fund balances – governmental funds* and *change in net position of governmental activities* as reported in the government-wide statement of activities. One element of both reconciliations explains, "various reclassifications and eliminations are necessary to convert from the modified accrual basis of accounting to the accrual basis of accounting." The details of these differences are sufficiently described in the reconciliations; therefore, no additional disclosure is required.

III. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

By its nature as a local governmental unit, the City and its component units are subject to various federal, state, and local laws and contractual regulations.

III.A. Deficit Fund Balances or Net Position

The Fairmount Cemetery Fund, a general fund, had a deficit fund balance of \$151,212 as of September 30, 2016. The Workers' Compensation Insurance Fund, an internal service fund, had a deficit fund balance of \$1,148,884 as of September 30, 2016. The Employee/Retiree Health Fund, an internal service fund, had a deficit fund balance of \$1,333,179 as of September 30, 2016. The Vehicle Maintenance Fund, an internal service fund, had a deficit fund balance of \$260,914 as of September 30, 2016.

III.B. Deposits and Investments Requirements

Custodial Credit Risk for Deposits

State law requires governmental entities to contract with financial institutions in which funds will be deposited to secure those deposits with insurance or pledged securities with a fair value equaling or exceeding the amount on deposit at the end of each business day. The pledged securities must be in the name of the governmental entity and held by the entity of its agent.

Since the City complies with this law, it has no substantial custodial credit risk for deposits.

Compliance with the Public Funds Investment Act

The Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports, and establishment of appropriate policies. Among other things, it requires a governmental entity to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for CDs.

Statutes authorize the entity to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers' acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) common trust funds. The Act also requires the entity to have independent auditors perform test procedures related to investment practices as provided by the Act. The City of San Angelo, Texas is in substantial compliance with the requirements of the Act and with local policies.

The City's investment policy authorizes investment in fully insured or collateralized certificates of deposit; obligations of the United States, its agencies, and instrumentalities; fully collateralized repurchase agreements; constant dollar local government investment pools (LGIPs); and SEC registered money market mutual funds, as allowed by state law (Texas Government Code 2256, Public Funds Investment Act).

IV. DETAIL NOTES – TRANSACTIONS CLASSES/ACCOUNTS

The following notes present detail information to support the amounts reported in the basic financial statements for its various assets, deferred outflows, liabilities, deferred inflows, equity, revenues, and expenditures/expenses.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

IV.A. Deposit and Investment Risks

As of September 30, 2016, the City of San Angelo held the following investments. The carrying and fair value amounts are the same.

Primary Government

Reported in Investments:	Hierarchy	Credit Rating	Fair Value	Maturities in Years		
				< than 1 Year	1 to 2 Years	2+ Years
Collateralized CDs	N/A	N/A	\$ 2,000,000	\$ 2,000,000	\$ -0-	\$ -0-
Commercial Paper	1	N/A	9,991,660	9,991,660	-0-	-0-
Municipal Obligations	1	N/A	6,015,810	6,015,810	-0-	-0-
U.S. Treasury Notes and Bills	1	N/A	11,003,944	11,003,944	-0-	-0-
U.S. Agencies:						
FFCB	1	AAA	1,000,545	1,000,545	-0-	-0-
FHLB	1	AAA	7,010,502	2,004,674	4,005,830	999,998
FHLMC	1	AAA	38,502,330	6,002,818	20,997,955	11,501,557
FNMA	1	AAA	11,485,324	-0-	2,993,097	8,492,227
FAMCA	1	AAA	493,073	-0-	-0-	493,073
Total Reported in Investments			<u>\$ 87,503,188</u>	<u>\$ 38,019,451</u>	<u>\$ 27,996,882</u>	<u>\$ 21,486,855</u>

Investments on Statement of Net Position	Governmental	Business-type	Total
	Activities	Activities	
Current Investments	\$ 35,694,745	\$ 8,991,330	\$ 44,686,075
Restricted Investments	14,696,083	28,121,030	42,817,113
Total Investments	<u>\$ 50,390,828</u>	<u>\$ 37,112,360</u>	<u>\$ 87,503,188</u>

Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs or quoted prices in markets that are not active; and Level 3 inputs are significant unobservable inputs (the City does not value any of its investments using Level 3 inputs).

Because the investments are restricted by policy and state law to active secondary market, the market approach is being used for valuation. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets, liabilities, or a group of assets and liabilities.

The exit or fair market prices used for these fair market valuations of the portfolio are all Level 1 and represent unadjusted quoted prices in active markets for identical assets and liabilities that have been accessed at the measurement date.

Additional policies and contractual provisions governing deposits and investments for the City of San Angelo, Texas are specified below:

Credit Risk

The primary stated objective of the City of San Angelo's adopted Investment Policy is the safety of principal and avoidance of principal loss. Credit risk within the City's portfolio among the authorized investments approved by the City's adopted Investment Policy is represented only in time and demand deposits, repurchase agreements, local government pools, municipal debt, and money market mutual funds. All other investments are rated AAA, or equivalent, by at least one nationally recognized rating agency. Investments are made primarily in obligations of the U.S. Government, its agencies, or instrumentalities. State law and the City's adopted Investment Policies for the City and Lake Nasworthy requires a procedure to monitor and react to credit ratings and a requirement to verify FDIC insurance weekly.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

State law and the City of San Angelo's adopted Investment Policy restricts both time and demand deposits, including certificates of deposit, to those banks doing business in the State of Texas and further requires full insurance and/or collateralization from these bank depositories. Depository certificates of deposit are limited to a stated maturity of one year. Collateral, with a 102% margin, is required, and collateral is limited to obligations of the U.S. Government, its agencies, or instrumentalities (with CMOs passing the bank test), or direct obligations of states, its subdivisions or agencies dual-rated at least A, or equivalent, as to investment quality by two nationally recognized securities rating organizations. Independent safekeeping of collateral is required outside the bank holding company with monthly reporting. Securities are priced at market on a daily basis as a contractual responsibility of the bank.

Brokered certificate of deposit securities must be from banks in the U.S. and fully insured by the FDIC. These are restricted to one year to stated maturity, and the City must verify FDIC status weekly.

Municipal Obligations must be dual-rated A or better by at least two national recognized securities rating organizations and may not exceed two years to stated maturity.

By policy and state law, repurchase agreements are limited to those with defined termination dates executed with a Texas bank or primary dealer (as defined by the Federal Reserve). The agreements require an industry standard, written master repurchase agreement, and a minimum 102% margin on collateral as well as delivery versus payment settlement and independent safekeeping. Repurchase agreements may not exceed six months to stated maturity with the exception of flex repurchase agreements with a stated termination date not to exceed the planned completion date of the project(s).

The City's adopted Investment Policy restricts investment in SEC registered mutual funds to money market mutual funds that are rated AAA and striving to maintain a \$1 net asset value (excluding prime funds specifically).

Local government investment pools in Texas are required to be rated AAA or equivalent by at least one nationally recognized rating agency. The City Policy is restricted to AAA-rated, constant dollar local government investment pools striving to maintain a \$1 net asset value. Participation is by City Council resolution only.

As of September 30, 2016 in the City's Operating Portfolio,

- US Treasury Obligations represented 10.22% of the portfolio,
- US Government Agency Securities (non-MBS) represented 45.50% of the portfolio,
- A1/P1 Commercial Paper represented 9.28% of the portfolio,
- Investment in municipal obligations dual-rated A or better represented 4.66% of the total City portfolio, and
- FDIC insured or collateralized bank accounts represented 30.35% of the total City portfolio.

As of September 30, 2016, in the Lake Nasworthy Portfolio,

- US Government Securities (in four different agencies) represented 100% of the total Lake Nasworthy portfolio.

Concentration of Credit Risk

The City of San Angelo recognizes over-concentration of assets by market sector or maturity as a risk to the portfolio. The City's adopted Investment Policy (not Lake Nasworthy) establishes diversification as a major objective of the investment program and sets diversification limits for all authorized investment types, which are monitored on at least a monthly basis.

Diversification limits on the overall holdings (not by fund) are established as:

- | | |
|--------------------------------------|------|
| • U.S. Obligations | 80% |
| • U.S. Agencies/Instrumentalities | 80% |
| • Certificates of Deposit (total) | 40% |
| o Certificates of Deposit (per bank) | 10% |
| • Repurchase Agreements | 50% |
| o Flex Repurchase Agreements | 100% |
| • LGIP (total) | 80% |
| o LGIP (ownership of pool) | 10% |
| • Money Market Mutual Funds | 75% |
| • Commercial Paper | 15% |

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

• Municipal and State Obligations	40%
o Issuer Limitation	5%
• Brokered Certificates of Deposit	20%

Interest Rate Risk

In order to limit interest and market rate risk from changes in interest rates, the City of San Angelo's adopted Investment Policies set maximum maturity dates and maximum weighted average maturity limits by fund type. The weighted average maturity (WAM) of the total City portfolio is restricted to a maximum weighted average maturity of one year and a maximum WAM of three years for Lake Nasworthy. Maximum maturity limit for the City is three years and ten years for Lake Nasworthy.

As of September 30, 2016, in the City's Operating Portfolio,

- No holding had a stated maturity date beyond 08/23/19 or 1,056 days within the policy limits of three years maximum maturity, and
- The dollar-weighted average of the total portfolio was 365 days.

As of September 30, 2016 in the Lake Nasworthy Portfolio,

- No holding had a stated maturity date beyond 08/23/19 or 1,056 days within the policy limits of three years maximum maturity, and
- The dollar-weighted average of the total portfolio was 741 days.

Custodial Credit Risk

To control custody and safekeeping risk, state law and the City of San Angelo's adopted Investment Policy requires collateral for all time and demand deposits, as well as collateral for repurchase agreements, be transferred delivery versus payment and held by an independent party approved by the City and held in the City of San Angelo's name. The collateral custodian is required to provide original safekeeping receipts and monthly reporting of positions with position descriptions including market value for both type transactions. All repurchase agreements and deposits must be collateralized to 102% and be executed under written agreements. Depository agreements are executed under the terms of U.S. Financial Institutions Resource and Recovery Enforcement Act (FIRREA). The counter-party of each type of transaction is held contractually liable for monitoring and maintaining the required collateral margins on a daily basis.

As of September 30, 2016, in both the City's Operating Portfolio and the Lake Nasworthy portfolio,

- The portfolios contained no repurchase agreements,
- All bank time and demand deposits were fully insured or collateralized to 102%, and
- All collateral was held by an independent institution outside the holding company of the pledging bank.

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Component Unit

Reported in Investments:	Hierarchy	Credit Rating	Fair Value	Maturities in Years		
				< than 1 Year	1 to 2 Years	2 to 3 Years
Commercial Paper	1	N/A	\$ 999,622	\$ 999,622	\$ -0-	\$ -0-
U.S. Treasury	1	N/A	1,001,092	1,001,092	-0-	-0-
U.S. Agencies:						
FFCB	1	AAA	998,050	-0-	998,050	-0-
FHLB	1	AAA	3,001,185	1,002,504	1,998,681	-0-
FHLMC	1	AAA	1,999,736	-0-	999,481	1,000,255
FAMCA	1	AAA	1,000,267	1,000,267	-0-	-0-
Total Reported in Investments			<u>\$ 8,999,952</u>	<u>\$ 4,003,485</u>	<u>\$ 3,996,212</u>	<u>\$ 1,000,255</u>

Investments on Statement of Net Position

Current Investments	\$ 8,999,952
Restricted Investments	-0-
Total Investments	<u>\$ 8,999,952</u>

The City of San Angelo Development Corporation (Corporation) categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs or quoted prices in markets that are not active; and Level 3 inputs are significant unobservable inputs (the Corporation does not value any of its investments using Level 3 inputs).

Because the investments are restricted by policy and state law to active secondary market, the market approach is being used for valuation. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets, liabilities, or a group of assets and liabilities.

The exit or fair market prices are used for these fair market valuations of the portfolio are all Level 1 and represent unadjusted quoted prices in active markets for identical assets and liabilities that have been accessed at the measurement date.

Additional policies and contractual provisions governing deposits and investments for the City of San Angelo Development Corporation are specified below:

Credit Risk

The primary stated objective of the City of San Angelo Development Corporation's adopted Investment Policy is the safety of principal and avoidance of principal loss. Credit risk within the Corporation's portfolio among the authorized investments approved by the City's adopted Investment Policy is represented only in time and demand deposits, repurchase agreements, local government pools, municipal debt, and money market mutual funds. All other investments are rated AAA, or equivalent, by at least one nationally recognized rating agency. Investments are made primarily in obligations of the U.S. Government, its agencies, or instrumentalities. State law and the Corporation's adopted Investment Policy requires a procedure to monitor and react to credit ratings and a requirement to verify FDIC insurance weekly.

State law and the Corporation's adopted Investment Policy restricts both time and demand deposits, including certificates of deposit, to those banks doing business in the State of Texas and further requires full insurance and/or collateralization from these bank depositories. Depository certificates of deposit are limited to a stated maturity of one year. No time or demand deposit may exceed the FDIC insurance coverage.

Brokered certificate of deposit securities must be from banks in the U.S. and fully insured by the FDIC. These are restricted to one year to stated maturity, and the Corporation must verify FDIC status weekly.

Municipal Obligations must be dual-rated A or better by at least two nationally recognized securities rating organizations and may not exceed five years to stated maturity.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

By policy and state law, repurchase agreements are limited to those with defined termination dates executed with a Texas bank or primary dealer (as defined by the Federal Reserve). The agreements require an industry standard, written master repurchase agreement, and a minimum 102% margin on collateral as well as delivery versus payment settlement and independent safekeeping. Repurchase agreements may not exceed six months to stated maturity with the exception of flex repurchase agreements with a stated termination date not to exceed the planned completion date of the project(s).

The adopted Investment Policy restricts investment in SEC registered mutual funds to money market mutual funds that are rated AAA and striving to maintain a \$1 net asset value (excluding prime funds specifically).

Local government investment pools in Texas are required to be rated AAA or equivalent by at least one nationally recognized rating agency. The Corporation Policy is restricted to AAA-rated, constant dollar local government investment pools striving to maintain a \$1 net asset value. Participation is by Board resolution only.

As of September 30, 2016 in the Corporation's Portfolio,

- US Treasury Obligations represented 7.66% of the portfolio,
- US Government Agency Securities (non-MBS) represented 53.58% of the portfolio,
- A1/P1 Commercial Paper represented 7.65% of the portfolio, and
- FDIC insured or collateralized bank accounts represented 31.11% of the total Corporation portfolio.

Concentration of Credit Risk

The Corporation recognizes over-concentration of assets by market sector or maturity as a risk to the portfolio. The adopted Investment Policy establishes diversification as a major objective of the investment program and sets diversification limits for all authorized investment types, which are monitored on at least a monthly basis.

Diversification limits on the overall holdings (not by fund) are established as:

- | | |
|---------------------------------------|-----|
| • Depository CDs | 40% |
| o Per Bank | 10% |
| • U.S. Treasuries | 10% |
| • U.S. Agencies and Instrumentalities | 10% |
| • Repurchase Agreements | 50% |
| • Constant Dollar LGIP | 80% |
| • LGIP (total) | 80% |
| o LGIP (ownership of pool) | 10% |
| • Money Market Mutual Funds | 75% |
| • Municipal and State Obligations | 40% |
| • FDIC Brokered CDs | 20% |
| • Commercial Paper | 15% |

Interest Rate Risk

In order to limit interest and market rate risk from changes in interest rates, the Corporation's adopted Investment Policy sets maximum maturity dates and maximum weighted average maturity limits by fund type. The weighted average maturity (WAM) of the total Corporation portfolio is restricted to a maximum weighted average maturity of two years and a maximum maturity of five years.

As of September 30, 2016, in the Corporation's Portfolio,

- No holding had a stated maturity date beyond 08/23/19 or 1,056 days within the policy limits of three years maximum maturity, and
- The dollar-weighted average of the total portfolio was 343 days.

Custodial Credit Risk

To control custody and safekeeping risk, state law and the Corporation's adopted Investment Policy requires collateral for repurchase agreements be transferred delivery versus payment and held by an independent party approved by the Corporation and held in the Corporation's name.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

As of September 30, 2016, in the Corporation's Portfolio,

- The portfolio contained no repurchase agreements, and
- All bank time and demand deposits were fully insured.

IV.B. Accounts Receivable

Governmental Activities

Receivables as of September 30, 2016 for the government's individual major governmental funds and aggregated nonmajor governmental funds, including the applicable allowances for uncollectible accounts, are as follows:

	General Fund	Sales Tax Capital Project	Capital Improvement Fund	Other Governmental Funds	Total Governmental Activities
Accounts Receivables					
Ambulance	\$12,351,128	\$ -0-	\$ -0-	\$ -0-	\$ 12,351,128
Code Enforcement	773,369	-0-	-0-	-0-	773,369
Demolition	561,455	-0-	-0-	-0-	561,455
Parks and Recreation	7,216	-0-	-0-	-0-	7,216
Permits	46,473	-0-	-0-	-0-	46,473
Program Loans	-0-	-0-	-0-	342,480	342,480
Miscellaneous	683,037	-0-	-0-	625,009	1,308,046
Gross Accounts Receivable	\$14,422,678	\$ -0-	\$ -0-	\$ 967,489	\$ 15,390,167
Less: Allowance for Uncollectible	(11,591,515)	-0-	-0-	(11,886)	(11,603,401)
Net Accounts Receivable	\$ 2,831,163	\$ -0-	\$ -0-	\$ 955,603	\$ 3,786,766
Miscellaneous Internal Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 190,431
Less: Allowance for Uncollectible	-0-	-0-	-0-	-0-	(116,890)
Net Internal Service Accounts Receivable	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 73,541
Total	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 3,860,307

Business-Type Activities

Receivables as of September 30, 2016 for the government's individual major enterprise funds and nonmajor enterprise funds, including allowances for uncollectible accounts, are as follows:

	Water Fund	Sewer Fund	Airport Fund	Other Enterprise Funds	Total Enterprise Funds
Utilities Receivable	\$5,763,880	\$1,641,101	\$ -0-	\$ 801,127	\$ 8,206,108
Meter Deposits	2,355	-0-	-0-	-0-	2,355
Miscellaneous	11,181	154,051	101,156	328,593	594,981
Net Accounts Receivable	\$5,777,416	\$1,795,152	\$ 101,156	\$ 1,129,720	\$ 8,803,444
Less: Allowance for Uncollectibles	(1,645,897)	(470,973)	-0-	(80,064)	(2,196,934)
Net Total Receivable	\$4,131,519	\$1,324,179	\$ 101,156	\$ 1,049,656	\$ 6,606,510

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

IV.C. Restricted Assets

The amounts reported as restricted assets of the governmental activities and business-type activities are comprised of assets held by trustee and depository banks for the following restricted purposes:

	Cash and Cash Equivalents	Investments	Closure and Post- Closure Trust Fund
<u>Primary Government</u>			
Governmental Activities			
Deposits Held for Debt Service	\$ 1,130,073	\$ 2,043,502	\$ -0-
Deposits Held for Business Development	625,646	-0-	-0-
Deposits Held for Purposes Specified by Donors	97,496	130,078	-0-
Deposits Held for Park Improvements	13,925	-0-	-0-
Deposits Held for Lake Nasworthy Improvements	1,019,374	12,522,503	-0-
Total Governmental Activities	<u>\$ 2,886,514</u>	<u>\$ 14,696,083</u>	<u>\$ -0-</u>
Business-type Activities			
Deposits Held for Debt Service	\$ 1,335,543	\$ 5,676,355	\$ -0-
Deposits Held for Capital Projects	5,405,138	18,655,438	-0-
Deposits Held for Water Rights	-0-	3,120,900	-0-
Deposits Held for Construction	-0-	668,337	-0-
Deposits Held for Airport Construction	631,793	-0-	-0-
Deposits Held for Landfill Closure and Post-Closure	-0-	-0-	5,138,430
Total Business-type Activities	<u>\$ 7,372,474</u>	<u>\$ 28,121,030</u>	<u>\$ 5,138,430</u>

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

IV.D. Capital Assets

Current year changes in capital assets are summarized below:

Governmental Activities

	Beginning Balance	Additions	Retirements	Transfers	Ending Balance
<u>Assets Not Being Depreciated:</u>					
Land	\$ 4,500,105	\$ -0-	\$ -0-	\$ -0-	\$ 4,500,105
Construction in Progress	19,603,702	10,747,901	(1,269,048)	-0-	29,082,555
Total Non-Depreciable	\$ 24,103,807	\$ 10,747,901	(\$ 1,269,048)	\$ -0-	\$ 33,582,660
<u>Assets Being Depreciated:</u>					
Buildings	\$ 49,663,873	\$ -0-	\$ -0-	\$ -0-	\$ 49,663,873
Improvements Other Than Buildings	42,304,692	1,282,699	(2,000)	-0-	43,585,391
Infrastructure	23,757,252	-0-	-0-	-0-	23,757,252
Machinery and Equipment	31,690,192	1,348,892	(1,261,117)	90,275	31,868,242
Total Depreciable	\$147,416,009	\$ 2,631,591	(\$ 1,263,117)	\$ 90,275	\$148,874,758
<u>Less Accumulated Depreciation:</u>					
Buildings	\$ 31,665,812	\$ 1,826,641	\$ -0-	(\$ 615)	\$ 33,491,838
Improvements Other Than Buildings	13,509,264	3,030,304	(2,000)	-0-	16,537,568
Infrastructure	19,451,274	31,741	-0-	-0-	19,483,015
Machinery and Equipment	26,935,695	2,410,699	(1,256,280)	29,840	28,119,954
Total Accumulated Depreciation	\$ 91,562,045	\$ 7,299,385	(\$ 1,258,280)	\$ 29,225	\$ 97,632,375
Assets Being Depreciated – Net	\$ 55,853,964	(\$ 4,667,794)	(\$ 4,837)	\$ 61,050	\$ 51,242,383
Governmental Activities Capital Assets - Net	\$ 79,957,771	\$ 6,080,107	(\$ 1,273,885)	\$ 61,050	\$ 84,825,043

Business-type Activities

	Beginning Balance	Additions	Retirements	Transfers	Ending Balance
<u>Assets Not Being Depreciated:</u>					
Land	\$ 7,803,872	\$ 54,123	\$ -0-	\$ -0-	\$ 7,857,995
Construction in Progress	123,375,274	11,261,034	(259,011)	-0-	134,377,297
Water Rights	36,950,835	-0-	-0-	-0-	36,950,835
Total Non- Depreciable	\$168,129,981	\$ 11,315,157	(\$ 259,011)	\$ -0-	\$179,186,127
<u>Assets Being Depreciated:</u>					
Buildings	\$ 29,417,465	\$ 142,500	\$ -0-	\$ -0-	\$ 29,559,965
Improvements Other Than Buildings	31,863,900	296,218	-0-	-0-	32,160,118
Infrastructure	182,290,818	-0-	-0-	-0-	182,290,818
Machinery and Equipment	28,597,344	249,164	(133,954)	(90,275)	28,622,279
Total Depreciable	\$272,169,527	\$ 687,882	(\$ 133,954)	(\$ 90,275)	\$272,633,180
<u>Less Accumulated Depreciation:</u>					
Buildings	\$ 19,092,013	\$ 605,496	\$ -0-	\$ -0-	\$ 19,697,509
Improvements Other Than Buildings	13,046,377	3,310,634	-0-	-0-	16,357,011
Infrastructure	95,643,512	4,448,826	-0-	-0-	100,092,338
Machinery and Equipment	16,679,205	1,312,199	(129,063)	(29,225)	17,833,116
Total Accumulated Depreciation	\$144,461,107	\$ 9,677,155	(\$ 129,063)	(\$ 29,225)	\$153,979,974
Assets Being Depreciated – Net	\$127,708,420	(\$ 8,989,273)	(\$ 4,891)	(\$ 61,050)	\$118,645,206
Business-type Activities Capital Assets - Net	\$295,838,401	\$ 2,325,884	(\$ 263,902)	(\$ 61,050)	\$297,839,333

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Discretely Presented Component Unit – Development Corporation

	Beginning Balance	Additions	Retirements	Transfers	Ending Balance
<u>Assets Not Being Depreciated:</u>					
Land	\$ 107,627	\$ -0-	(\$ 600)	\$ -0-	\$ 107,027
Total Non-Depreciable	\$ 107,627	\$ -0-	(\$ 600)	\$ -0-	\$ 107,027
<u>Assets Being Depreciated:</u>					
Buildings	\$ 2,004,967	\$ -0-	\$ -0-	\$ -0-	\$ 2,004,967
Improvements Other Than Buildings	1,085,874	-0-	-0-	-0-	1,085,874
Total Depreciable	\$ 3,090,841	\$ -0-	\$ -0-	\$ -0-	\$ 3,090,841
<u>Less Accumulated Depreciation:</u>					
Buildings	\$ 459,470	\$ 100,250	\$ -0-	\$ -0-	\$ 559,720
Improvements Other Than Buildings	-0-	-0-	-0-	-0-	-0-
Total Accumulated Depreciation	\$ 459,470	\$ 100,250	\$ -0-	\$ -0-	\$ 559,720
Assets Being Depreciated – Net	\$ 2,631,371	(\$ 100,250)	\$ -0-	\$ -0-	\$ 2,531,121
Governmental Activities Capital Assets - Net	\$ 2,738,998	(\$ 100,250)	(\$ 600)	\$ -0-	\$ 2,638,148

Depreciation expense was charged to functions in the statement of activities as follows:

<u>Governmental Activities:</u>	
General Government	\$ 188,915
Public Safety	1,537,938
Public Works and Transportation	484,294
Public Facilities	2,754,432
Health and Human Services	157,568
Culture, Parks, and Recreation	1,600,053
Urban Redevelopment and Housing	2,589
Capital Assets Held by the City's Internal Service Funds are Charged to the Various Functions on Their Usage of the Assets	573,596
Total Depreciation Expense – Governmental Activities	<u>\$ 7,299,385</u>
<u>Business-type Activities:</u>	
Water	\$ 3,248,228
Sewer	3,266,047
Stormwater	200,714
Solid Waste	122,702
Airport	2,603,762
State Office Building	235,702
Total Depreciation Expense – Business-type Activities	<u>\$ 9,677,155</u>
<u>Discretely Presented Component Unit:</u>	
Development Corporation	<u>\$ 100,250</u>

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

IV.E. Interfund Receivables, Payables, and Transfers

Interfund Receivables and Payables

Interfund receivables and payables at September 30, 2016 consist of the following:

Receivable Fund	Payable Fund	Amount
General Fund	Intergovernmental Fund	\$ 138,529
General Fund	Sales Tax Projects Fund	281,755
General Fund	Communications Fund	4,699,170
General Fund	Employee/Retiree Health Fund	93,070
Water Fund	General Fund	26,454
General Fund	Airport Fund	1,150,213
General Fund	Sewer Fund	3,968,650
General Fund	State Office Building	513,611
Employee/Retiree Health Fund	Workers Compensation Fund	8
Total Interfund		<u>\$ 10,871,460</u>

Reconciliation to Fund Financial Statements:	Due From Other Funds	Due To Other Funds
Governmental Funds	\$ 10,844,998	\$ 446,738
Internal Service Funds	8	4,792,248
Enterprise Funds	26,454	5,632,474
Total	<u>\$ 10,871,460</u>	<u>\$ 10,871,460</u>

Interfund Transfers

Interfund Transfers for the year ended September 30, 2016 were as follows:

Transfer From	Transfer To	Amount	Nature of Interfund Balance
General Fund	Water Fund	\$ 5,890	Postage and Supplies
Sewer Fund	General Fund	592,226	Sewer Franchise Fees
Water Fund	General Fund	1,168,781	Water Franchise Fees
Solid Waste	General Fund	255,000	Solid Waste Franchise Fees
Sewer Fund	General Fund	200,000	PILOT Transfer
Sewer Fund	Water Fund	353,241	To Fund Billing Fees
General Fund	Stormwater Fund	95,000	Mowing
General Fund	Intergovernmental Fund	381,869	Local Match for Grants
Lake Nasworthy Trust Fund	Water Fund	116,889	Investment Income Allocated To Improvements
Sales Tax Projects	Airport Fund	203,617	Fund Capital Asset Projects
Intergovernmental Fund	General Fund	280,000	Budgeted for Sales Tax
Intergovernmental Fund	General Fund	89,437	Indirect Cost Allocation Per Plan
Water Fund	General Fund	2,167,702	Indirect Cost Allocation Per Plan
Sewer Fund	General Fund	485,566	Indirect Cost Allocation Per Plan
Airport Fund	General Fund	79,829	Indirect Cost Allocation Per Plan
Stormwater Fund	General Fund	211,710	Indirect Cost Allocation Per Plan
		<u>\$ 6,686,757</u>	

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Reconciliation to Fund Financial Statements:	Transfers to Other Funds	Transfers from Other Funds
Governmental Funds:		
General Fund	\$ 482,759	\$ 5,530,251
Sales Tax Projects Fund	203,617	-0-
Other Governmental Funds	486,326	381,869
Total Governmental Funds	<u>\$ 1,172,702</u>	<u>\$ 5,912,120</u>
Proprietary Funds:		
Enterprise Funds:		
Water Enterprise Fund	\$ 3,336,483	\$ 476,020
Sewer Enterprise Fund	1,631,033	-0-
Airport Enterprise Fund	79,829	203,617
Other Enterprise Funds	466,710	95,000
Total Enterprise Funds	<u>\$ 5,514,055</u>	<u>\$ 774,637</u>
Total Proprietary Funds	<u>\$ 5,514,055</u>	<u>\$ 774,637</u>
Totals	<u><u>\$ 6,686,757</u></u>	<u><u>\$ 6,686,757</u></u>

Reconciliation to Statement of Activities:	Transfers to Other Funds	Transfers From Other Funds	Transfer of Capital Assets	Net Transfers
Net Transfers for Governmental Activities:				
Governmental Funds	(\$ 1,172,702)	\$ 5,912,120	\$ 61,050	\$ 4,800,468
Total Net Transfers for Governmental Activities	<u>(\$ 1,172,702)</u>	<u>\$ 5,912,120</u>	<u>\$ 61,050</u>	<u>\$ 4,800,468</u>
Net Transfers for Business-type Activities:				
Enterprise Funds	(\$ 5,718,913)	\$ 979,495	(\$ 61,050)	(\$ 4,800,468)
Total Net Transfers for Business-type Activities	<u>(\$ 5,718,913)</u>	<u>\$ 979,495</u>	<u>(\$ 61,050)</u>	<u>(\$ 4,800,468)</u>

The City subsidizes the annual operations of the one discretely presented component unit. Transfers between the primary government and the component unit for the year ended September 30, 2016 were as follows:

Transfer From	Transfer To	Amount	Nature of Interfund Balance
Development Corporation	General Fund	\$ 101,881	Administrative Staff Services
Development Corporation	General Fund	364,560	Staff Services Contract
Development Corporation	General Fund	274,273	Parks Maintenance
Development Corporation	Debt Service Fund	2,473,747	Debt Service Payment for Long-Term Debt
Development Corporation	Airport Fund	240,000	Fire System Installation
Development Corporation	Water Fund	1,500,000	Debt Service Payment for Long-Term Debt
Development Corporation	Community Development Fund	10,000	Neighborhood Blitz
Development Corporation	General Fund	4,870,744	Voter Approved Projects
Development Corporation	Water Fund	57,643	West Texas Water Partnership
Development Corporation	Water Fund	40,450	Red Arroyo Feasibility Study
Development Corporation	Water Fund	1,200,000	Water Reuse Project
		<u>\$ 11,133,298</u>	

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

IV.F Leases

Operating Leases - City as a Lessor

The City leases out most of the space in the State Office Building, land around Lake Nasworthy, the sewer treatment plant, and certain facilities at the airport. None of the lease agreements are non-cancelable. The land cost is \$3,125,499. The depreciable facilities have total cost of \$13,995,773 with accumulated depreciation of \$ 9,564,409 leaving the carrying amount at \$4,431,364. Total rent received during the year was \$2,994,586.

The City leases the landfill to Republic Waste Services of Texas, Ltd. for an annual lease payment of \$573,000, which is payable in monthly payments of \$50,980. In October 2016, the annual lease payments will increase by \$3,230 per year. The term of the lease ends when the landfill has reached its capacity.

Operating Leases - City as a Lessee

The City rents copiers on a month-to-month basis. Total rental cost for the year was \$206,643.

IV.G. Long-Term Debt

The City's long-term debt is segregated by the amounts involving governmental activities, business-type activities, and component units.

Governmental Activities Long-Term Debt

As of September 30, 2016, the governmental activities long-term debt consisted of the following:

Accrued Compensated Absences:

Current Portion	\$ 849,734
Noncurrent Portion	11,236,135
Total Accrued Compensated Absences	<u>\$ 12,085,869</u>

Bonds Payable:

General Refunding Bonds:

2012 Series General Obligation Refunding Bond, dated December 12, 2012, issued by the City of San Angelo, secured by ad valorem tax revenue, original issue amount of \$6,095,000, interest rate is 2.00%-2.50%, final maturity February 15, 2020, used for capital improvements. The bond's debt service is currently paid with ad valorem tax.	\$ 5,660,000
2016 General Refunding Bond, dated February 15, 2016, issued by the City of San Angelo, secured by ad valorem tax revenue, original issue amount of \$17,720,000, interest rate is 2.00%-5.00%, final maturity February 15, 2036, used for capital improvements. The bond's debt service is currently paid with ad valorem tax.	<u>17,720,000</u>
Total General Refunding Bonds	<u>\$ 23,380,000</u>

Certificates of Obligation:

2009 Series Certificate of Obligation, dated July 21, 2009, issued by the City of San Angelo, secured by combination tax and surplus revenue, original issue amount of \$14,600,000, interest rates from 2.00%-5.00%, final maturity February 15, 2029, used for capital improvements and acquisition of assets. The bond's debt service is currently paid with ad valorem tax and surplus revenue.	\$ 2,165,000
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2011-A Series Certificate of Obligation, dated July 6, 2011, issued by the City of San Angelo, secured by combination tax and surplus revenue, original issue amount of \$13,780,000, interest rates from 2.00%-5.00%, final maturity February

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

15, 2036, used for capital improvements. The bond's debt service is currently paid with type B sales tax and surplus revenue. 12,985,000

2008 Series Certificate of Obligation, dated September 11, 2008, issued by the City of San Angelo, secured by pledged sales tax, original issue amount of \$10,145,000, interest rates from 3.50%-5.00%, final maturity February 15, 2025, used for capital improvements. The bond's debt service is currently paid with restricted sales tax. 200,000

2015 Series Certificate of Obligation, dated March 18, 2015, issued by the City of San Angelo, secured by pledged sales tax, original issue amount of \$13,260,000, interest rates from 2.00%-3.50%, final maturity February 15, 2035, used to promote state or local economic development. The bond's debt service is currently paid with property tax. 10,360,000

2016 Series Certificate of Obligation, dated February 15, 2016, issued by the City of San Angelo, secured by pledged sales tax, original issue amount of \$15,615,000, interest rates from 2.00%-5.00%, final maturity February 15, 2036, used for construction projects. The bond's debt service is currently paid with property tax. 15,615,000

Total Certificates of Obligation \$ 41,325,000

Total Bonds Payable \$ 64,705,000

Add: Unamortized Bond Premium 4,059,424

Total Bonds Payable, Net \$ 68,764,424

Current Portion, Net \$ 3,335,000

Noncurrent Portion, Net 65,429,424

Total Bonds Payable, Net \$ 68,764,424

Note Payable:

Section 108 HUD Guaranteed Promissory Note to U.S. Department of Housing and Urban Development, original issue amount of \$2,035,000, interest rate of 2.00%-5.00%, final maturity August 1, 2030. \$ 1,500,000

Current portion \$ 107,000

Noncurrent portion 1,393,000

Total Note Payable \$ 1,500,000

Changes in Long-Term Debt:

	Balance September 30, 2015	Additions	Deductions	Balance September 30, 2016	Amount Due in One Year
<u>Governmental Activities</u>					
Compensated Absences	\$ 11,237,129	\$ 970,538	\$ 121,798	\$ 12,085,869	\$ 849,734
Insurance Claims Payable	2,858,434	5,286,903	3,877,553	4,267,784	2,220,081
Bonds Payable	55,375,000	33,335,000	24,005,000	64,705,000	3,335,000
Unamortized Bond Premium	643,780	3,575,885	160,241	4,059,424	-0-
Note Payable	1,607,000	-0-	107,000	1,500,000	107,000
	<u>\$ 71,721,343</u>	<u>\$ 43,168,326</u>	<u>\$ 28,271,592</u>	<u>\$ 86,618,077</u>	<u>\$ 6,511,815</u>

Debt Service Requirements to Maturity:

For the Year Ending September 30,	Principal	Interest
2017	\$ 8,492,000	\$ 3,317,094
2018	3,917,000	3,002,980
2019	3,942,000	2,473,061
2020	4,017,000	1,911,504
2021	4,127,000	1,799,547
2022-2026	17,720,000	6,703,788
2027-2031	12,580,000	3,451,095
2032-2036	11,410,000	1,145,889
Total	<u>\$ 66,205,000</u>	<u>\$ 23,804,958</u>

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

For governmental activities, compensated absences and claims and judgments payable are liquidated by the general fund.

Business-type Activities Long-Term Debt

As of September 30, 2016, the business-type activities long-term debt consisted of the following:

Accrued Compensated Absences:

Current Portion	\$ 119,987
Noncurrent Portion	1,519,593
Total Accrued Compensated Absences	<u>\$ 1,639,580</u>

Landfill Postclosure Care Liability:

Landfill Postclosure Care Liability	<u>\$ 3,973,739</u>
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Bonds Payable:

General Refunding Bonds:

2007 Series General Obligation Refunding Bond, dated August 21, 2007, issued by the City of San Angelo, secured by utility revenue, original issue amount of \$9,420,000, interest rates from 4.00%-4.50%, final maturity February 15, 2021, used for water and sewer improvements. \$ 4,740,000

2011 Series General Obligation Refunding Bond, dated April 6, 2011, issued by the City of San Angelo, secured by utility revenue, original issue amount of \$13,174,100, interest rates from 2.00%-5.00%, final maturity February 15, 2023, used for water and sewer improvements. 8,180,350

2011-B Series General Obligation Refunding Bond, dated May 3, 2011, issued by the City of San Angelo, secured by utility revenue, original issue amount of \$28,030,000, interest rates from 2.00%-5.00%, final maturity February 15, 2023, used for water and sewer improvements. 8,406,615

2009 Series General Obligation Refunding Bond, dated August 16, 2009, issued by the City of San Angelo, secured by ad valorem tax revenue, original issue amount of \$2,532,750, interest rates from 2.00%-4.00%, final maturity February 15, 2017, used for water and sewer improvements. 355,000

2011 Series General Obligation Refunding Bond, dated April 6, 2011, issued by the City of San Angelo, secured by ad valorem tax revenue, original issue amount of \$392,420, interest rates from 2.00%-5.00%, final maturity February 15, 2023, used for water and sewer improvements. 243,430

2011 Series General Obligation Refunding Bond, dated April 6, 2011, issued by the City of San Angelo, secured by ad valorem tax revenue, original issue amount of \$924,990, interest rates from 2.00%-5.00%, final maturity February 15, 2023, used for water and sewer improvements. 574,605

2014 Series General Obligation Refunding Bond, dated December 1, 2014, issued by the City of San Angelo, secured by ad valorem tax revenue, original issue amount of \$7,650,000, interest rates from 2.00% -4.00%, final maturity February 15, 2026, used for water and sewer improvements. 7,405,000

Total General Refunding Bonds	<u>\$ 29,905,000</u>
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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Certificates of Obligation:

2007-A Series Certificate of Obligation, dated August 21, 2007, issued by the City of San Angelo, secured by utility revenue, original issue amount of \$19,030,000, interest rates from 4.00-5.25%, final maturity February 15, 2027, used for water and sewer improvements.

\$ 5,190,000

Total Certificates of Obligation

\$ 5,190,000

Total Bonds Payable

\$ 35,095,000

Add: Unamortized Bond Premium

849,246

Total Bonds Payable, Net

\$ 35,944,246

Current Portion, Net

\$ 4,935,000

Noncurrent Portion, Net

31,009,246

Total Bonds Payable, Net

\$ 35,944,246

Note Payable:

2011-B Series Drinking Water SRF Promissory Note to Texas Water Development Board, original issue amount of \$120,000,000, secured by utility revenues, interest rates of 0.00%-2.07%, final maturity September 15, 2031, used to increase water supply; remaining funds left to draw are \$1,643,341.

\$ 91,355,000

Promissory Note to City of San Angelo Development Corp.

273,594

\$ 91,628,594

Current Portion

\$ 5,760,788

Noncurrent Portion, Net

85,867,806

Total Note Payable

\$ 91,628,594

Changes in Long-Term Debt:

	Balance September 30, 2015	Additions	Deductions	Balance September 30, 2016	Amount Due in One Year
<u>Business-type Activities</u>					
Compensated Absences	\$ 1,430,979	\$ 256,611	\$ 48,010	\$ 1,639,580	\$ 119,987
Water Rights Obligation	5,185,272	-0-	1,411,997	3,773,275	674,736
Landfill Postclosure	3,757,169	216,570	-0-	3,973,739	-0-
Bonds Payable	44,900,000	-0-	9,805,000	35,095,000	4,935,000
Unamortized Bond Premium	1,017,196	-0-	167,950	849,246	-0-
Note Payable	97,075,000	-0-	5,720,000	91,355,000	5,720,000
Promissory Note to COSADC	315,827	-0-	42,233	273,594	40,788
	<u>\$153,681,443</u>	<u>\$ 473,181</u>	<u>\$17,195,190</u>	<u>\$ 136,959,434</u>	<u>\$11,490,511</u>

Debt Service Requirements to Maturity:

For the Year Ending September 30,	Principal	Interest
2017	\$ 10,655,000	\$ 2,796,105
2018	10,685,000	2,603,463
2019	10,475,000	2,412,262
2020	10,710,000	2,190,073
2021	10,975,000	1,902,761
2022-2026	38,980,000	6,069,454
2027-2031	33,970,000	1,686,932
Total	<u>\$ 126,450,000</u>	<u>\$ 19,661,050</u>

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Advanced Refunding

On April 7, 2016, the City issued \$17.720 million Series 2016 General Obligation Refunding Bonds with interest rates ranging from 2.0% to 5.0%. The proceeds were used to advance refund \$9,145,000 of outstanding 2008 Series Certificates of Obligation with interest rates ranging from 4.25% to 5.0% and \$9,700,000 of outstanding 2009 Series Certificates of Obligation with interest rates ranging from 4.125% to 5.0%. The net proceeds of \$20,899,853 (including a \$3,037,353 premium and after payment of \$305,037 in underwriting fees and other issuance costs) were deposited in an irrevocable trust with an escrow agent to provide funds for the future debt service payment on the refunded bonds. As a result, the 2008 and 2009 Series bonds are considered defeased, and the liability on the government-wide statement of net position has decreased by \$18,845,000.

The advance refunding resulted in a difference between the reacquisition price and the net carrying amount of the old debt of \$1,777,449. This difference, reported in the accompanying financial statements as a deduction from bonds payable, is being charged to operations through the year 2026 using the effective interest method. The City completed the advance refunding to reduce its total debt service payments over the next ten years by \$1,782,506 and to obtain an economic gain (the difference between the present values of the old and new debt service payments) of \$1,691,811.

Defeased Bonds Outstanding

The City, through its various public trusts, has in substance defeased a number of outstanding bond issues by placing deposits in irrevocable trusts (escrow accounts) for the purchase of U.S. government securities to pay the principal and interest on the refunded bonds as they become due and payable. For financial reporting purposes, both the defeased bonds outstanding and the escrowed securities have been excluded from the financial statements. As of September 30, 2016, the balance of defeased bonds outstanding is \$26,240,000.

Landfill Closure and Post-Closure

The City accounts for its landfill closure and post-closure care costs in accordance with GASB No. 18, "Accounting for Municipal Solid Waste Landfill Closure and Post-Closure Care Costs."

Federal and state laws and regulations require the City to place a final cover on its landfill site when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for thirty years after closure. Although closure and post-closure care costs will be paid only near or after the date that the landfill stops accepting waste, the City reports a portion of the closure and post-closure care costs as a liability on the Statement of Net Position in each period based on landfill capacity used as of each balance sheet date. This liability is offset by an asset recorded for a trust account established for the purpose of paying the closure and post-closure costs as more fully described below.

The landfill post-closure care liability at year-end of \$3,973,739 represents the cumulative amount to date based on the use of approximately 75.57% of the estimated capacity of the landfill. The City will recognize the remaining estimated cost of post-closure care of \$5,258,311 as the remaining estimated capacity is filled. These amounts are based on expected future costs to perform all post-closure activities based upon the current cost of those activities. Based upon current usage and capacity estimates, the landfill could continue accepting solid waste for approximately 20 more years. Actual costs may differ from the estimated amounts due to inflation and changes in technology and/or applicable laws and regulations between now and the actual date of closure.

On August 1, 2014, the City entered into a contract with Republic Waste Services of Texas, Ltd. (Republic) for an operating lease of the landfill that ends when the landfill reaches capacity. The City received an initial payment of \$4,735,000 into the trust. Republic is responsible for the funding of monthly contributions to a trust account that will pay closure and post-closure costs as required by state and federal laws and regulations. Republic is in compliance with these requirements, and at September 30, 2016, investments are held for these purposes. The total contributed by Republic Services as of September 30, 2016 is \$5,138,430.

Long-term Water Purchase Contracts

The City is obligated to make specific annual payments to the contractors under three unconditional water purchase contracts, whether the City actually receives water or not. These rights are being treated as intangible assets with indefinite useful lives. The contractors obtained permits to impound water from the State of Texas and constructed three dams and reservoirs with financing obtained using water purchase

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

contracts as a basis for obtaining credit and as a means for the payment and security of all bonds issued by the Colorado River Municipal Water District projects. The City is also obligated under these three contracts for annual operating expenses of the projects. Further details of each contract follow:

Colorado River Municipal Water District (CRMWD)

Project Name: Spence Dam and Reservoir (Spence) – By contract dated August 19, 1997; the City exercised its option to continue receiving water for the entire useful life of the dam and reservoir. Monthly payments of \$76,440 from January 1, 1996 through September 30, 2021 are required under the new contract. Payments under the prior contract and the current one will total \$3,866,330.

Project Name: Ivie Pipeline – Annual payments of \$598,296 to \$761,827 are required through the year 2021 for the retirement of the contractor's debt. Total estimated payments are approximately \$22,322,669. The City is responsible for the operation and maintenance of the pipeline system to its juncture point just north of the city limits for the entire life of the system as follows:

Central Station and System	27.78%
Minimum Electric Power Charges	31.25%
Other Electric	pro-rata for water received

The City's present value of future annual commitments under the contracts are as follows:

Fiscal Year	Spence	Ivie Pipeline	Total
2017	\$ 76,440	\$ 598,296	\$ 674,736
2018	76,440	636,101	712,541
2019	76,440	676,984	753,424
2020	76,440	717,867	794,307
2021	76,440	761,827	838,267
Total Commitments	\$ 382,200	\$ 3,391,075	\$ 3,773,275

The City paid \$1,411,997 under all of these water purchase contracts in the current year.

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

IV.H. Fund Balances and Net Position

Fund Balances

The following table shows the fund balance classifications as shown on the Governmental Funds Balance Sheet in accordance with GASB Statement 54, *Fund Balance Reporting and Governmental Fund Type Definitions*:

	General Fund	Sales Tax Capital Project	Capital Improvement Plan	Debt Service Fund	Other Governmental Funds
Nonspendable for:					
Inventories	\$ 37,304				
Prepays	7,634				
Lake Nasworthy					\$ 12,737,748
Sante Fe Park					10,000
Total Nonspendable	<u>\$ 44,988</u>				<u>\$ 12,747,748</u>
Restricted for:					
Economic					\$ 1,525,514
Development					
Grant Expenditures					991,597
Santa Fe Park					3,925
Lake Nasworthy					834,741
Total Restricted					<u>\$ 3,355,777</u>
Committed for:					
Designated Purposes					\$ 224,988
Debt Service				\$ 3,218,102	
Capital		\$ 1,139,847	\$ 25,610,851		
Improvements					
Total Committed		<u>\$ 1,139,847</u>	<u>\$ 25,610,851</u>	<u>\$ 3,218,102</u>	<u>\$ 224,988</u>

The amounts Committed for Designated Purposes include citizen donations for specific items related to Public Safety, Culture, Parks and Recreation, and Capital Outlay.

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Restatements

The City restated beginning net position and fund balances as shown below:

	Funds Level	Government- Wide
Governmental Activities:		
Beginning Balance as Previously Reported	\$ 75,945,008	\$ 22,386,941
Add: Correct Addition of CIP	2,866,846	2,866,846
Less: Correct Property Tax Receivable	(3,017,222)	(3,017,222)
Add: Correct Expense Recorded to Incorrect Fund	7,339	7,339
Add: Correct for Over Accrual of Expense	126,673	126,673
Total Changes to Beginning Balance as Previously Reported	(\$ 16,364)	(\$ 16,364)
Beginning Balance as Restated	<u>\$ 75,928,644</u>	<u>\$ 22,370,577</u>
Business-type Activities:		
Beginning Balance as Previously Reported	\$ 192,402,399	\$ 192,402,399
Less: Correct Expense Recorded to Incorrect Fund	(7,339)	(7,339)
Add: Correct for Contributions for Closure and Post-Closure	215,151	215,151
Total Changes to Beginning Balance as Previously Reported	<u>\$ 207,812</u>	<u>\$ 207,812</u>
Beginning Balance as Restated	<u>\$ 192,610,211</u>	<u>\$ 192,610,211</u>

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

IV.I Segment Information

The City issued revenue bonds and certificates of obligation to finance additions and improvements to its Water and Sewer facilities and construction costs and improvements to its State Office Building. Investors in the bonds and certificates rely solely on the revenue generated by the individual activities for repayment. The Water Department operates the City's water supply system, and the Sewer Department operates the City's sewage treatment plant, sewage pumping stations, and collection systems. Financial information for the Water and Sewer funds (major funds) is reported separately in the proprietary funds statement of net position, statement of activities, and statement of cash flows. The State Office Building provides a full service lease to thirteen state agencies. Summary financial information for the State Office Building fund is presented below:

Condensed Statement of Net Position

Assets	
Current Assets	\$ 74,454
Capital Assets	3,216,593
Other Noncurrent Assets	-0-
Total Assets	<u>\$ 3,291,047</u>
Deferred Outflows of Resources	
Deferred Amounts Related to Pensions	<u>\$ 42,548</u>
Liabilities	
Current Liabilities	\$ 556,897
Noncurrent Liabilities Due Within One Year	477,670
Noncurrent Liabilities Due After One Year	877,454
Total Liabilities	<u>\$ 1,912,021</u>
Deferred Inflows of Resources	
Deferred Amounts Related to Pensions	<u>\$ 4,517</u>
Net Position	
Net Investment in Capital Assets	\$ 2,014,021
Unrestricted	(596,964)
Total Net position	<u>\$ 1,417,057</u>

Condensed Statement of Revenues, Expenses, and Changes in Net Position

Revenues Pledged for Payment of Bonds and COs	\$ 1,276,717
Cost of Sales and Services and Administrative	(850,805)
Depreciation and Amortization	(235,702)
Operating Income	<u>\$ 190,210</u>
Non-Operating Revenues (Expenses)	
Investment Income	112
Change in Fair Value of Investments	190
Interest Expense	(40,873)
Change in Net Position	<u>\$ 149,639</u>
Net Position – Beginning	1,267,418
Net Position – Ending	<u>\$ 1,417,057</u>

Condensed Statement of Cash Flows

Net Cash Provided (Used) by:	
Operating Activities	\$ 481,629
Non-Capital Financing Activities	40,382
Capital and Related Financing Activities	(502,279)
Investing Activities	(4,455)
Net Increase (Decrease) in Cash	<u>\$ 15,277</u>
Cash and Cash Equivalents – Beginning	-0-
Cash and Cash Equivalents – Ending	<u>\$ 15,277</u>

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

V. OTHER INFORMATION

V.A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The City manages these various risks of loss as follows:

Risk Category	Retained Risk	Commercial Insurance Purchased
General/Professional Liability	Deductibles up to \$500,000	Up to \$10,000,000 Less Deductible
Workers' Compensation	\$650,000/Occurrence/Person	\$1,000,000/Occur/Yr. Less Retained Risk
Property Damage	\$10,000 to \$25,000	Up to \$143,503,324 Less Deductibles
Employee/Retiree Health	100% of Risk	None
Pollution Liability	\$10,000	\$1,000,000

The amount of settlements for each of the past three fiscal years has not exceeded insurance coverage. Coverages have not changed from the prior year.

All of the City's funds participate in the employee/retiree health, property and casualty, and workers' compensation programs and make payments to the internal service funds based on actuarial estimates for liability and workers' compensation in amounts needed to pay prior and current year claims and to establish "reserves" for catastrophic losses. The payments for employee/retiree health were the amounts previously paid for commercial insurance coverage. The estimate calculation includes costs such as legal fees and expert witnesses but excludes general administrative and risk management services as well as costs of excess coverages and actuarial fees. The reserves (reported as unrestricted net position) at year-end were (\$1,333,179), \$948,508, and (\$1,148,884) for employee/retiree health, property and casualty, and workers compensation, respectively.

The claims liabilities reported in the funds are based on an actuarial estimate for property and casualty, workers compensation, and claims payments after year-end for employee/retiree health. The actuarial liabilities are discounted to present value using a 3% annual investment return on assets held in support of the liabilities and are based on industry payments modified by the City's actual experience.

Changes in the funds' liabilities for the past two fiscal years were as follows:

	Employee/ Retired Health	Property and Casualty	Workers' Compensation	Total
September 30, 2014	\$ 281,071	\$ 737,290	\$ 1,742,169	\$ 2,760,530
FY14 Incurred	-0-	153,035	751,894	904,929
FY14 Paid	(43,610)	(223,881)	(539,534)	(807,025)
September 30, 2015	\$ 237,461	\$ 666,444	\$ 1,954,529	\$ 2,858,434
FY15 Incurred	3,585,987	888,179	812,737	5,286,903
FY15 Paid	(2,816,424)	(704,470)	(356,659)	(3,877,553)
September 30, 2016	\$ 1,007,024	\$ 850,153	\$ 2,410,607	\$ 4,267,784

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

V.B. Commitments and Contingencies

Construction Commitments

At year-end, the City had the following major projects in progress:

Project Descriptions	Funding Source	Budget	Spent to Date	Balance
Hickory Well Field Expansion	Type B Sales Tax/Water Fees	17,335,865	16,054,921	1,102,676
Water Treatment Plan Improvements	Type B Sales Tax/Water Fees	2,685,250	2,314,806	370,444
Auditorium Renovation	Type B Sales Tax, SAAF Funds and General	15,270,220	3,518,228	11,751,992
Fort Concho Visitor Center	Type B Sales Tax Funds	1,000,000	10,000	990,000
Remediation of Drainage Ave P	Stormwater Capital and General Funds	2,440,000	21,551	2,418,449
Transportation Enhancement Project	Grant/General Capital Funds	5,806,652	-0-	5,806,652
Street Reconstruction	General Fund Debt/Property Tax	16,000,000	890,558	15,109,442
Police Station	General Fund Debt/Property Tax	1,627,699	57,109	1,570,590
Police Communications Upgrade	General Fund Debt/Property Tax	1,500,000	1,099,832	400,168
Public Safety Radio	General Fund Debt/Property Tax	6,000,000	5,077,107	922,893
Fire Training Center	General Fund Debt/Property Tax	4,400,000	2,429,155	1,970,845
Fire Station #4	General Fund Debt/Property Tax	3,200,000	8,250	3,191,750

V.C. Federal Assistance Programs

Amounts received or receivable from grantor agencies are subject to adjustments by the grantor agencies, principally the federal government, upon review of audit reports on those programs. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantors cannot be determined at this time.

V.D. Litigation

The City is a defendant in several lawsuits. Lawsuits pending on September 30, 2016 represented no material adverse financial impact to the City. Any potential judgments or awards related to these lawsuits are included in the loss reserves and estimated claims payable from the City's Self-Insurance Funds.

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

VI. EMPLOYEE RETIREMENT BENEFITS

The City contributes to a single-employer defined benefit pension plan (San Angelo Firemen's Relief and Retirement Fund), which covers fire department employees. The City also provides a non-traditional hybrid defined benefit plan through the statewide municipal retirement system (Texas Municipal Retirement System) for the remainder of the City's employees. Additionally, the City provides an alternative to Social Security for part-time, seasonal, and temporary employees and a post-employment health benefit plan.

The aggregate net pension liability, deferred inflows, deferred outflows, and pension expense for the plans at September 30, 2016:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Pension Liability	Pension Expense
SFRRF	\$ 12,059,112	\$ -0-	\$ 39,544,318	\$ 4,793,25
TMRS	17,634,171	1,011,276	47,119,846	8,113,093
Totals	\$ 29,693,283	\$ 1,011,276	\$ 86,664,166	\$ 12,906,345

Reconciliation to government-wide financials:

Governmental	\$ 77,546,379
Business-type	9,117,787
	<u>\$ 86,664,164</u>

VI.A. Defined Benefit Plan

Plan Description

The Board of Trustees of the San Angelo Firemen's Relief and Retirement Fund is the administrator of the single-employer defined benefit pension plan. This pension fund is a trust fund. The Board acts independently of the governing body of the City. The plan is established under the authority of the Texas Local Firefighters' Retirement Act (TLFFRA). TLFFRA provides the authority and procedure to amend benefit provisions. The plan covers current and former firefighters of the City of San Angelo, as well as certain beneficiaries of former firefighters.

Summary of Significant Accounting Policies

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the plan have been determined on the same basis as they are reported by the plan. Detailed information about the plan's net position is available in the separately issued by the San Angelo Firemen's Relief and Retirement Fund financial report.

Annual reports including required supplementary information can be obtained from the Board of Trustees of the San Angelo Firemen's Relief and Retirement Fund, 72 W. College, San Angelo, Texas 76903.

Benefits Provided

The Plan provides service retirement, death, disability, and withdrawal benefits. These benefits fully vest after 20 years of credited service. A partially vested deferred benefit is available for firefighters who terminate employment with at least 10 but less than 20 years of service. Employees may retire at age 50 with 20 years of credited service. A reduced early service retirement benefit is available for employees who terminate employment with 20 or more years of service regardless of age. The Plan, effective November 1, 1999, and amended September 1, 2007, provides a monthly normal service retirement benefit, payable in a Joint and 72% to Spouse form of annuity. For firefighters hired before May 1, 1986, the monthly benefit equals 67.5% of the Highest 48-Month Average Salary plus \$230 per month for each whole year of service in excess of 20 years with partial credit given based on the number of months completed in excess of whole years. For

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

firefighters hired on or after May 1, 1986, the monthly benefit equals 66% of the Highest 48-Month Average Salary plus \$230 per month for each whole year of service in excess of 20 years with partial credit given based on the number of months completed in excess of whole years.

A firefighter has the option to participate in the Optional Retirement Program (ORP) or the Retroactive Deferred Retirement Plan (RETRO DROP) which will provide a lump sum benefit and a monthly retirement benefit upon termination of employment. A Joint and 100% to Surviving Spouse option is also available for normal service retirement, early service retirement, ORP, and RETRO DROP plans instead of the standard Joint and 72% to Surviving Spouse form. Effective January 1, 1997, the Plan was amended to provide automatic post-retirement benefit increases of 1.2% per year deferred to begin at age 61 for firefighters retiring after January 1, 1997. In addition, the Plan has the authority to provide, and has periodically in the past provided for, ad hoc postretirement benefit increases. An ad hoc postretirement benefit increase to certain retirees as of January 1, 2002, was granted. The benefit provisions of this Plan are authorized by the Texas Local Fire Fighters' Retirement Act (TLFFRA). The TLFFRA provides the authority and procedure to amend benefit provisions.

Employees Covered by Benefit Terms

Retirees and Beneficiaries Currently Receiving Benefits and Terminated Employees Entitled to Benefits but Not Yet Receiving Them	137
Current Employees:	
Fully Vested	33
Partially Vested	63
Non-Vested	83
Total	<u>316</u>

Contributions

The contribution provisions of the Plan are authorized by the Texas Local Fire Fighters Retirement Act (TLFFRA). The TLFFRA provides the authority and procedure to change the amount of contributions determined as a percentage of pay by each firefighter and a percentage of payroll by the City of San Angelo ("City").

While the contribution requirements are not actuarially determined, state law requires that each plan of benefits adopted by the Plan be approved by an eligible actuary. The actuary certifies that the contribution commitment by the firefighters and the City provides an adequate financing arrangement. Using the entry age actuarial cost method, the Plan's normal cost contribution rate is determined as a percentage of payroll. The excess of the total contribution rate over the normal cost contribution rate is used to amortize the Plan's unfunded actuarial accrued liability, and the number of years needed to amortize the Plan's unfunded actuarial accrued liability is determined using an open, level percentage of payroll method.

The funding policy of the San Angelo Firemen's Relief and Retirement Fund requires contributions equal to 14.2% of pay by the firefighters and contributions by the City based on a formula, which causes the City's contribution rate to fluctuate from year to year. The December 31, 2015 actuarial valuation assumes that the City's contribution rate will average 20.20% of payroll in the future for firefighters hired on or after May 1, 1986, and average 21.65% of payroll in the future for firefighters hired before May 1, 1986. Contributions to the pension plan from the City were \$2,219,315.

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The City reported \$4,793,252 in pension expense for the year ended September 30, 2016. At September 30, 2016, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ 3,184,395	\$ -0-
Changes of Assumptions	2,017,744	-0-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	5,180,345	-0-
City Contributions Subsequent to the Measurement Date	1,676,628	-0-
Total	<u>\$ 12,059,112</u>	<u>\$ -0-</u>

\$1,676,628 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2017. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended September 30:

2017	\$ 2,183,121
2018	2,183,121
2019	2,392,285
2020	2,129,592
2021	902,512
Thereafter	591,853
Total	<u>\$ 10,382,484</u>

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of December 31, 2015, using the following actuarial assumptions, applied to all prior periods included in the measurement:

Inflation:	3.5%
Salary Increases:	3.5%, average, including inflation
Investment Rate of Return:	7.9% net of pension plan investment expense, including inflation

Mortality rates were based on the RP2000 mortality with Blue Collar adjustment with mortality improvements projected using Scale AA.

Mortality rates were based on the RP2000 mortality with Blue Collar adjustment with mortality improvements projected using Scale AA.

The actuarial assumptions used in the December 31, 2015 valuation were based on the results of an actuarial experience study as of December 31, 2009. The experience study covered the following periods:

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

-
- Historical Census data from 2000-2009
 - Investment return experience 2005-2009
 - Salary increase experience 2005-2009
 - Covered payroll growth experience 1994-2009

The actuarial assumptions used in the December 31, 2015, valuation were based on the results of a bi-annual actuarial study.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of December 31, 2015, are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Equity:		6.00%
Domestic Equity	54.00%	
International Equity	6.00%	
Real Estate	6.00%	4.00%
Fixed Income	32.00%	
Cash	2.00%	0.00%
	<u>100.00%</u>	

Discount Rate

The discount rate used to measure the total pension liability was 7.9%. The projection of cash flows used to determine the discount rate assumed that Plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current Plan members. Therefore, the long-term expected rate of return on Plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in Net Pension Liability

The total pension liability was determined based on an actuarial valuation performed as of December 31, 2015 with a measurement date of December 31, 2015. There were no changes in assumptions or changes in benefit terms that affected measurement of the total pension liability. There were also no changes between the measurement date of December 31, 2015 and the City's report ending date of September 30, 2016, that would have had a significant impact on the net pension liability. The following table reports the components of changes in net pension liability:

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

SCHEDULE OF CHANGES IN NET PENSION LIABILITY			
Increase (Decrease)			
	Total Pension Liability (a)	Plan Net Position (b)	Net Pension Liability (a) - (b)
Balances Beginning of Year	\$ 88,072,812	\$ 60,730,110	\$ 27,342,702
Changes for the Year:			
Service cost	\$ 2,002,372	\$ -0-	\$ 2,002,372
Interest expense	6,772,396	-0-	6,772,396
Differences between expected and actual experience	3,449,652	-0-	3,449,652
Changes of assumptions	2,215,105	-0-	2,215,105
Contributions - City	-0-	2,086,618	(2,086,618)
Contributions - Members	-0-	1,462,906	(1,462,906)
Net investment income	-0-	(1,262,749)	1,262,749
Benefits paid	(4,695,087)	(4,695,087)	-0-
Plan administrative expenses	-0-	(48,866)	48,866
Net Changes	<u>\$ 9,744,438</u>	<u>(\$ 2,457,178)</u>	<u>\$ 12,201,616</u>
Balances End of Year	<u>\$ 97,817,250</u>	<u>\$ 58,272,932</u>	<u>\$ 39,544,318</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the employers calculated using the discount rate of 7.9%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.9%) or 1-percentage-point higher (8.9%) than the current rate:

	1% Decrease (6.9%)	Current Discount Rate (7.9%)	1% Increase (8.9%)
Employers' Net Pension Liability	\$ 51,922,925	\$ 39,544,416	\$ 29,344,940

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued financial report that can be obtained from the Board of Trustees of the San Angelo Firemen's Relief and Retirement Fund, 72 W. College, San Angelo, Texas 76903.

VI.B. Hybrid Defined Benefit Plan

Plan Description

The City participates as one of 860 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS' defined benefit pension plan is a tax qualified plan under Section 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmrs.com.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided

Benefits depend upon the sum of the employee's contributions to the plan, with interest, and the City financed monetary credits, with interest. At the date the plan began, the City granted monetary credits for

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

service rendered before the plan began of a theoretical amount at least equal to two times what would have been contributed by the employee, with interest, prior to establishment of the plan. Monetary credits for service since the plan began are a percent (100%, 150%, or 200%) of the employee's accumulated contributions. In addition, the City can grant, as often as annually, another type of monetary credit referred to as an updated service credit, which is a theoretical amount. This amount, when added to the employee's accumulated contributions and the monetary credits for service since the plan began, would be equal to the total monetary credits and employee contributions (accumulated with interest). This is assuming the current employee contribution rate and City matching percent have always been in existence and the employee's salary had always been the average of his salary in the last three years that are one year before the effective date. At retirement, the benefit is calculated as if the sum of the employee's accumulated contributions with interest and the employer-financed monetary credits with interest were used to purchase an annuity.

At the December 31, 2015 valuation and measurement date, the following employees were covered by the benefit terms:

Active Employees	591
Deferred Vested Former Employees	330
Retirees or Retiree Beneficiaries	<u>717</u>
Total	<u>1,638</u>

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the city matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rate for the City was 17.70% and 17.09% in calendar years 2015 and 2016, respectively. The City's contributions to TMRS for the year ended September 30, 2016 were \$5,974,012, and were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2014 and the Total Pension Liability (TPL) used to calculate the NPL was determined by an actuarial valuation as of that date.

Actuarial Assumptions:

The Total Pension Liability in the December 31, 2015 actuarial valuation was determined using the following actuarial assumptions:

Inflation -	2.5% per year
Overall payroll growth -	2.8% per year
Investment Rate of Return -	6.75%, net of pension plan investment expense, including Inflation
Retirement Age -	Experience based table City specific based on the 2015 experience study

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender distinct RP2000 Combined Healthy Mortality Table, which male rates multiplied by 109% and female rates multiplied by 103%. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Disabled Retiree Mortality Table is used, with slight adjustments.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Actuarial assumptions used in the December 31, 2015 valuation were based on the results of actuarial experience studies. This experience study was for the period January 1, 2010 through December 31, 2014, first used in the December 31, 2015 valuation. Healthy postretirement mortality rates and annuity purchase rates were updated based on a Mortality Experience Investigation Study covering 2009 through 2011, and dated December 31, 2013. These assumptions were first used in the December 31, 2013 valuation, along with a change to the Entry Age Normal (EAN) actuarial cost method. Assumptions are reviewed annually.

After the Asset Allocation Study analysis and experience investigation study, the Board amended the long-term expected rate of return on pension plan investments from 7% to 6.75%. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS. The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the TMRS Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

This rate was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	17.50%	4.55%
International Equity	17.50%	6.10%
Core Fixed Income	10.00%	1.00%
Non-Core Fixed Income	20.00%	3.65%
Real Return	10.00%	4.03%
Real Estate	10.00%	5.00%
Absolute Return	10.00%	4.00%
Private Equity	5.00%	8.00%
Total	100.00%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Changes in the Net Pension Liability

SCHEDULE OF CHANGES IN NET PENSION LIABILITY			
Increase (Decrease)			
	Total Pension Liability (a)	Plan Net Position (b)	Net Pension Liability (a) - (b)
Balances Beginning of Year	\$ 205,596,478	\$ 172,419,564	\$ 33,176,914
Changes for the Year:			
Service cost	\$ 4,877,309	\$ -0-	\$ 4,877,309
Interest expense	14,190,598	-0-	14,190,598
Changes of assumptions	2,707,629	-0-	2,707,629
Difference between expected and actual experience	253,147	-0-	253,147
Contributions - City	-0-	5,728,465	(5,728,465)
Contributions - Members	-0-	2,265,505	(2,265,505)
Net investment income	-0-	254,398	(254,398)
Benefits paid	(10,624,607)	(10,624,607)	-0-
Plan administrative expenses	-0-	(154,965)	154,965
Other Charges	-0-	(7,654)	7,654
Net Changes	<u>\$ 11,404,076</u>	<u>(\$ 2,538,858)</u>	<u>\$ 13,942,934</u>
Balances End of Year	<u>\$ 217,000,554</u>	<u>\$ 169,880,706</u>	<u>\$ 47,119,848</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (5.75%) or 1 percentage-point higher (7.75%) than the current rate:

	1% Decrease (5.75%)	Current Discount Rate (6.75%)	1% Increase (7.75%)
Net Pension Liability	\$ 76,433,849	\$ 47,119,848	\$ 23,016,492

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained at www.tmr.com.

Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2016, the City recognized pension expense of \$8,113,093. At September 30, 2016, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

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CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ 182,633	\$ 717,849
Changes of Assumptions	1,953,415	-0-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	10,727,798	-0-
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	318,584	293,427
City Contributions Subsequent to the Measurement Date	4,451,741	-0-
Total	<u>\$ 17,634,171</u>	<u>\$ 1,011,276</u>

The \$4,451,741 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2017. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended September 30:		
2017	\$	3,217,442
2018		3,310,127
2019		3,280,589
2020		2,362,996
	<u>\$</u>	<u>12,171,154</u>

VI.C. Other Post-Retirement Benefits

Plan Description

In addition to the pension benefits discussed above, the City of San Angelo offers its retirees and their dependents medical and prescription drug coverage for life. The pre-65 retirees can choose from among the three actives plans – the high, medium, or low plan. The post-65 retirees are offered a fully insured Medicare supplement plan with Hartford. The plan was frozen as of January 1, 2000 and only employees hired before then are allowed to participate in the plan and receive the City's subsidy. Thus, the group is closed at this time, and the liability will eventually decrease to zero. The plan is not accounted for as a trust fund, as an irrevocable trust has not been established to account for the plan. The plan does not issue a separate financial report.

For the pre-65 retirees, in theory, contributions are such that the City subsidizes the same amount toward coverage regardless of the tier or plan the retiree has chosen. In practice, however, the dependents are actuarially more costly than assumed. Consequently, though the intent of the City is that the dependents pay their full cost, in reality, some of that cost is subsidized by the City and thus generates a liability. This is not true with the post-65 retirees. Their cost is priced appropriately so the dependents do pay full cost, are not subsidized and therefore, there is no GASB liability for them.

Funding Policy

The plan premium rates are determined annually in collaboration with an outside employee benefits actuarial and consulting firm, and are approved by the San Angelo City Council. By providing retirees with access to the City's healthcare plans, based on the same rates it charges to active employees, the City is in effect providing a subsidy to retirees. This implied subsidy exists because on average, retiree health care costs are higher than active employee healthcare costs. By the City not contributing anything toward this

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

plan in advance, the City employs a pay-as-you-go method through paying the higher rate for active employees each year.

Beginning with the fiscal year ending September 30, 2009, the City of San Angelo is required to account for their retiree medical plan using the Governmental Standards Accounting Board Statement Number 45 (GASB 45). Whereas before, these benefits were accounted for on a “pay-as-you-go” basis, now they must be accrued not when they are paid but when they are earned, i.e. during active service. Thus, during each year of active service, a piece of the present value of the future retirement benefit must be accrued so that when the employee reaches retirement age, the benefit is fully accrued.

The key actuarial results are as follows:

Actuarial Present Value of Benefits	\$	89,871,575
Actuarial Accrued Liability		90,306,037
Annual Required Contribution		4,988,341
Net OPEB Obligation		17,988,918

The actuarial present value of benefits is the total cost of the program in today’s dollars. The accrued liability is the piece of the present value of benefits that is allocated to prior service. It is the liability that would have been recognized had the City been accounting on a GASB 45 basis all along. That amount is being amortized over time. The annual required contribution (ARC) is the amount the City needs to accrue for the year to cover both the following year of benefit accrual (the normal cost) and the amortization of the accrued liability. The expected net benefits are the projection of medical claims and expenses net of retiree contributions expected during the year. Finally, the net OPEB obligation is the difference between the ARC and the expected benefits. It is the piece of the cumulative ARCs that has gone unfunded.

The following table shows the three components of the annual required contribution. The first component is the normal cost. This represents the accrual for the benefits that will be earned by the employees in the coming year.

The supplemental cost or unrecognized liability has two components: the initial liability when GASB 45 was first implemented and the gain/loss. The initial liability is the amount that should have been accrued to date by the City when GASB 45 was first adopted. Instead of requiring immediate recognition of this liability, GASB 45 allowed a “catch-up” amortization of this amount over several years.

A gain/loss occurs when the actual experience differs from the expected experience either from a change in the experience or a change in the assumptions, method, or plan provisions. In this case, the actual experience produced a liability that was greater than the expected liability thus producing an actuarial loss.

The third component of the ARC is the amortization of the net obligation. If the employer does not fully fund the ARC, there is an outstanding obligation at the end of the year. That obligation gets amortized over time, and the amortization then becomes a component of the ARC in the following year.

	Year Ended September 30, 2016
<u>Normal Cost Component</u>	
Normal Cost	\$ 425,264
<u>Amortization of Net OPEB Obligation</u>	
Amortization	4,563,077
<u>Annual Required Contribution</u>	<u>\$ 4,988,341</u>

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Annual OPEB Costs and Net OPEB Obligation

The City's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following tables show the components of the City's annual OPEB cost, the amount actually contributed to the plan, and changes in the City's net OPEB obligation for the year ended September 30, 2016:

<u>Net OPEB Obligation</u>	Year Ended September 30, 2016
Annual Required Contribution	\$ 4,988,341
Interest on Net OPEB Obligation	712,796
Adjustment to ARC	(646,074)
Annual OPEB Cost	\$ 5,055,063
Employer Contribution	(2,906,050)
Increase in Net OPEB Obligation	\$ 2,149,013
Net Obligation (Beginning of Year)	15,839,905
Net Obligation (Ending of Year)	<u>\$ 17,988,918</u>

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net unfunded OPEB obligation were as follows:

<u>Fiscal Year Ending</u>	<u>Annual OPEB Cost</u>	<u>Employer Contribution</u>	<u>Percentage Contributed</u>	<u>Net OPEB Obligation</u>
September 30, 2014	\$5,431,659	\$2,850,861	52.5%	\$13,741,743
September 30, 2015	\$5,266,428	\$3,168,267	60.2%	\$15,839,905
September 30, 2016	\$5,055,063	\$2,906,050	57.5%	\$17,988,918

Funded Status

The following table shows what percent of the liability is funded and what percent of the covered payroll the unfunded liability represents. Since there is no additional funding required, there are no assets, and consequently, the funded ratio is 0%.

<u>Actuarial Valuation Date</u>	<u>September 30, 2015</u>
Actuarial Accrued Liability (AAL)	\$ 88,835,475
Actuarial Value of Assets	-0-
Unfunded Actuarial Accrued Liability (UAAL)	\$ 88,835,475
Funded Ratio	0.0%
Estimated Covered Payroll	\$ 42,793,514
UAAL as a Percentage of Payroll	207.6%

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events in the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. The schedule of funding progress, presented as Required Supplementary Information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

For the Year Ended September 30, 2016

Actuarial Methods and Assumptions

Projections of benefits are based on the substantive plan (the plan understood by the employer and plan members) and include the type of benefits in force at the valuation date and the pattern of sharing benefits between the City and the plan members at that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce the short-term volatility in actuarial accrued liabilities and the actuarial value of assets. Actuarial valuations are performed on a bi-annual basis. Significant methods and assumptions used for this fiscal year's valuation are as follows:

Actuarial Methods:

Actuarial Valuation Date	September 30, 2015
Actuarial Cost Method	Projected Unit Credit
Amortization Method	Level Percentage of Payroll
Amortization Period	30 Years (Open)
Asset Valuation Method	5 Year Smoothed Market

Actuarial Assumptions:

Discount rate	4.5%
Projected Salary Increases	3.0%
Healthcare Cost Trend Rate	10.0%
No inflation rate provided by actuary.	

VI.D. Part-Time, Seasonal, and Temporary Employees Alternatives to Social Security

Starting May 1, 2007, employees not eligible to participate in TMRS began participating in an alternative to Social Security. Under the Part-Time Alternative Retirement System (PARS), City part-time staff no longer contribute 6.2% of their salary to Social Security. Rather, they contribute 6.2% of their salary into PARS. The City contributes 1.3% of the employee's salary to that same PARS. The employee's PARS deduction is pre-tax and the contributions are kept in a trust that can either be paid out (with tax penalty) when the employee's employment with the City ends, or rolled into an individual retirement account (IRA). The City's contributions to the PARS accounts in the current year were \$9,974.

VII. NEW PRONOUNCEMENTS

The GASB has issued several new accounting pronouncements, which will be effective in subsequent years. A description of the new accounting pronouncements, the fiscal year in which they are effective, and the City's consideration of the impact of these pronouncements are described below:

Statement No. 74, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans - GASB No. 74 was issued in June 2015, and replaces Statements No. 43, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, as amended, and No. 57, OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans. It also includes requirements for defined contribution OPEB plans that replace the requirements for those OPEB plans in Statement No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, as amended, Statement 43, and Statement No. 50, Pension Disclosures. This Statement is effective for financial statements for fiscal years beginning after June 15, 2016. The City has not yet determined the impact that implementation of GASB 74 will have on its net position.

Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions - GASB No. 75 was issued in June 2015, and addresses accounting and financial reporting for OPEB that is provided to the employees of state and local governmental employers. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For a defined benefit OPEB, this Statement identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and

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For the Year Ended September 30, 2016

required supplementary information requirements about defined benefit OPEB also are addressed. This Statement is effective for fiscal years beginning after June 15, 2017. The City has not yet determined the impact that implementation of GASB 75 will have on its net position, although it may be material.

GASB Statement No. 77, Tax Abatement Disclosures - GASB 77 was issued in August 2015, and establishes financial reporting standards for tax abatement agreements entered into by state and local governments. The disclosures required by this Statement encompass tax abatements resulting from both (a) agreements that are entered into by the reporting government and (b) agreements that are entered into by other governments and that reduce the reporting government's tax revenues. The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2015. At this time, the impact to the City is unknown.

GASB Statement No. 78, Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans - GASB 78 was issued in December 2015 and amends the scope and applicability of Statement 68 to exclude pensions provided to employees of state or local governmental employers through a cost-sharing multiple-employer defined benefit pension plan that (1) is not a state or local governmental pension plan, (2) is used to provide defined benefit pensions both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (3) has no predominant state or local governmental employer (either individually or collectively with other state or local governmental employers that provide pensions through the pension plan). This Statement establishes requirements for recognition and measurement of pension expense, expenditures, and liabilities; note disclosures; and required supplementary information for pensions that have the characteristics described above. The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2015. At this time, the impact to the City is unknown.

GASB Statement No. 79, Certain External Investment Pools and Pool Participants - GASB 79 was issued December 2015 and addresses the accounting and financial reporting for certain external investment pools and pool participants. Specifically, it establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. An external investment pool qualifies for that reporting if it meets all of the applicable criteria established in this Statement. This statement also establishes additional note disclosure requirements for qualifying external investment pools that measure all of their investments at amortized cost for financial reporting purposes and for governments that participate in those pools. Those disclosures for both the qualifying external investment pools and their participants include information about any limitations or restrictions on participant withdrawals. The requirements of this Statement are effective for reporting periods beginning after June 15, 2015, except for certain provisions on portfolio quality, custodial credit risk, and shadow pricing. Those provisions are effective for reporting periods beginning after December 15, 2015. At this time, the impact to the City is unknown.

GASB Statement No. 80, Blending Requirements for Certain Component Units—an amendment of GASB Statement No. 14 - GASB 80 was issued January 2016 and amends the blending requirements for the financial statement presentation of component units of all state and local governments. The additional criterion requires blending of a component unit incorporated as a not-for-profit corporation in which the primary government is the sole corporate member. The additional criterion does not apply to component units included in the financial reporting entity pursuant to the provisions of Statement No. 39, Determining Whether Certain Organizations Are Component Units. The requirements of this Statement are effective for reporting periods beginning after June 15, 2016. At this time, the impact to the City is unknown.

GASB Statement No. 81, Irrevocable Split-Interest Agreements - GASB 81 was issued in March 2016 and addresses the accounting and financial reporting for irrevocable split-interest agreements by provided recognition and measurement guidance for situations in which a government is a beneficiary of the agreement. This Statement requires that a government that receives resources pursuant to an irrevocable split-interest agreement recognize assets, liabilities, and deferred inflows of resources at the inception of the agreement. Furthermore, this Statement requires that a government recognize assets representing its beneficial interest in irrevocable split-interest agreements that are administered by a third party, if the government controls the present service capacity of the beneficial interest. This Statement requires that a government recognize revenue when the resources become applicable to the reporting period. The

CITY OF SAN ANGELO, TEXAS

Notes to the Basic Financial Statements

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requirements of this Statement are effective for financial statements for periods beginning after December 15, 2016, and should be applied retroactively. At this time, the impact to the City is unknown.

GASB Statement No. 82, Pension Issues – an amendment of GASB Statements No. 67, No. 68, and No. 73 – GASB 82 was issued in March 2016 and addresses issues regarding the presentation of payroll-related measures in required supplementary information, the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and the classification of payments made by employers to satisfy employee (plan member) contribution requirements. The requirements of this Statement are effective for reporting periods beginning after June 15, 2016, except for the requirements of this Statement for the selection of assumptions in a circumstance in which an employer's pension liability is measured as of a date other than the employer's most recent fiscal year-end. In that circumstance, the requirements for the selection of assumptions are effective for that employer in the first reporting period in which the measurement date of the pension liability is on or after June 15, 2017. At this time, the impact to the City is unknown.

GASB Statement No. 83, Certain Asset Retirement Obligations – GASB 83 was issued in November 2016 and establishes criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for AROs. This Statement requires that recognition occur when the liability is both incurred and reasonably estimable. This Statement also requires the measurement of an ARO to be based on the best estimate of the current value of outlays expected to be incurred. Additionally, this Statement requires the current value of a government's AROs to be adjusted for the effects of general inflation or deflation at least annually. It also requires disclosure of information about the nature of a government's AROs, the methods and assumptions used for the estimates of the liabilities, and the estimated remaining useful life of the associated tangible capital assets. The requirements of this Statement are effective for reporting periods beginning after June 15, 2018. At this time, the impact to the City is unknown.

VIII. SUBSEQUENT EVENTS

The following event occurred after the fiscal year end and is disclosed for reporting purposes:

- In a Special Meeting on November 7, 2016, the City Council authorized the City Manager to negotiate and execute all documents necessary for the purchase of the Ford Ranch, located in McCulloch County, and on which the Hickory Well Field is located, at a price not to exceed \$1,350 per acre, including 25% on minerals owned by the seller. Negotiations are still in process, and the City expects to issue a revenue bond to make the acquisition.
- In May 2016, the City of San Angelo reached a settlement with Martifer-Hirschfeld Energy Systems (MHES). The amount, which was a repayment of incentives paid to MHES, and allocated between the City and COSADC, was \$1.4M and was received in fiscal year 2017. Those incentives were paid as part of a contractual commitment to invest in and create jobs at a renewable energy plant in San Angelo. The settlement agreement resulted in the company maintaining its current workforce and tax rebate if it creates more jobs and invests \$1 million in its steel bridge fabrication plant in the City.



CITY OF SAN ANGELO, TEXAS

Budgetary Comparison Schedule - General Fund

For the Year Ended September 30, 2016

	Budgeted Amounts		Actual Amounts			Variance With Final Budget - Positive (Negative)
	Original	Final	Modified Accrual	Adjustments	Budget Basis	
REVENUES						
Taxes:						
Property	\$ 30,808,814	\$ 30,957,103	\$ 30,910,767	\$ 173,111	\$ 31,083,878	\$ 126,775
Sales	19,973,994	17,655,696	17,147,214	353,085	17,500,299	(155,397)
Franchise	4,454,370	4,454,370	4,349,480	-0-	4,349,480	(104,890)
Motel	2,300,000	2,300,000	1,960,114	-0-	1,960,114	(339,886)
Mixed Drink	370,000	370,000	332,309	-0-	332,309	(37,691)
Bingo	40,000	40,000	42,505	-0-	42,505	2,505
Licenses and Permits	854,636	897,662	868,449	-0-	868,449	(29,213)
Intergovernmental	-0-	4,870,744	4,870,744	-0-	4,870,744	-0-
Charges for Services	6,084,534	6,319,748	7,995,869	51,179	8,047,048	1,727,300
Fines and Forfeitures	2,677,676	2,677,676	2,621,105	-0-	2,621,105	(56,571)
Investment Income:						
Interest	71,536	71,536	195,367	-0-	195,367	123,831
Change in Fair Value of Investments	-0-	-0-	77,061	-0-	77,061	77,061
Miscellaneous:						
Gifts and Contributions	52,050	7,304,621	182,881	-0-	182,881	(7,121,740)
Other Miscellaneous	543,301	629,493	1,052,023	-0-	1,052,023	422,530
Total Revenues	\$ 68,230,911	\$ 78,548,649	\$ 72,605,888	\$ 577,375	\$ 73,183,263	(\$ 5,365,386)
EXPENDITURES						
Current:						
General Government:						
City Council	\$ 132,943	\$ 175,354	\$ 167,575	\$ -0-	\$ 167,575	\$ 7,779
City Manager	675,181	705,838	680,356	-0-	680,356	25,482
Legal	1,091,793	1,109,865	1,103,405	-0-	1,103,405	6,460
Public Information	190,885	198,966	183,577	-0-	183,577	15,389
Construction Management	582,963	617,466	540,965	-0-	540,965	76,501
Finance	2,243,121	2,250,021	2,222,552	-0-	2,222,552	27,469
Information Services	552,637	566,914	505,832	-0-	505,832	61,082
Purchasing	147,064	152,837	138,034	-0-	138,034	14,803
Personnel	399,146	378,077	366,277	-0-	366,277	11,800
Non-Departmental	7,015,540	4,895,987	4,961,003	-0-	4,961,003	(65,016)
Total General Government	\$ 13,031,273	\$ 11,051,325	\$ 10,869,576	\$ -0-	\$ 10,869,576	\$ 181,749
Public Safety:						
Municipal Court	\$ 2,367,921	\$ 3,306,378	\$ 2,454,084	\$ -0-	\$ 2,454,084	\$ 852,294
Police	17,401,841	18,165,902	17,941,719	-0-	17,941,719	224,183
Fire	15,808,141	16,509,148	16,810,517	-0-	16,810,517	(301,369)
Communications	1,431,704	1,355,251	1,309,203	-0-	1,309,203	46,048
School Crossing Guards	124,000	167,198	128,800	-0-	128,800	38,398
Total Public Safety	\$ 37,133,607	\$ 39,503,877	\$ 38,644,323	\$ -0-	\$ 38,644,323	\$ 859,554
Public Works and Transportation:						
Public Works	\$ 364,972	\$ 349,614	\$ 344,798	\$ -0-	\$ 344,798	\$ 4,816
Signal Control	801,908	769,601	765,612	-0-	765,612	3,989
Streets and Bridges	7,069,003	9,146,837	7,230,633	-0-	7,230,633	1,916,204
Planning and Zoning	2,193,180	2,183,209	2,143,326	-0-	2,143,326	39,883
Permits and Inspections	801,319	828,014	869,747	-0-	869,747	(41,733)
Total Public Works and Transportation	\$ 11,230,382	\$ 13,277,275	\$ 11,354,116	\$ -0-	\$ 11,354,116	\$ 1,923,159

CITY OF SAN ANGELO, TEXAS

Budgetary Comparison Schedule - General Fund

For the Year Ended September 30, 2016

	Budgeted Amounts		Actual Amounts			Variance With Final Budget - Positive (Negative)
	Original	Final	Modified Accrual	Adjustments	Budget Basis	
Public Facilities:						
City Hall	\$ 621,141	\$ 670,900	\$ 598,520	\$ -0-	\$ 598,520	\$ 72,380
Fairmount Cemetery	450,555	450,555	400,124	-0-	400,124	50,431
Total Public Facilities	\$ 1,071,696	\$ 1,121,455	\$ 998,644	\$ -0-	\$ 998,644	\$ 122,811
Health and Human Services:						
Health Department	\$ 158,931	\$ 164,691	\$ 166,557	\$ -0-	\$ 166,557	(\$ 1,866)
Animal Control	926,837	896,689	839,745	-0-	839,745	56,944
Code Compliance	458,298	460,652	458,496	-0-	458,496	2,156
Social Services	55,423	55,423	55,422	-0-	55,422	1
Total Health and Human Services	\$ 1,599,489	\$ 1,577,455	\$ 1,520,220	\$ -0-	\$ 1,520,220	\$ 57,235
Culture, Parks and Recreation:						
Parks	\$ 4,208,560	\$ 4,182,281	\$ 4,036,019	\$ -0-	\$ 4,036,019	\$ 146,262
Recreation	895,768	875,339	878,537	-0-	878,537	(3,198)
Golf Course	-0-	-0-	-0-	-0-	-0-	-0-
Swimming Pool	161,550	316,429	165,846	-0-	165,846	150,583
Fort Concho Museum	1,004,095	1,012,957	1,016,175	-0-	1,016,175	(3,218)
Total Culture, Parks and Recreation	\$ 6,269,973	\$ 6,387,006	\$ 6,096,577	\$ -0-	\$ 6,096,577	\$ 290,429
Total Current Expenditures	\$ 70,336,420	\$ 72,918,393	\$ 69,483,456	\$ -0-	\$ 69,483,456	\$ 3,434,937
Capital Outlay	\$ 758,288	\$ 22,817,178	\$ 2,725,937	\$ -0-	\$ 2,725,937	\$ 20,091,241
Total Expenditures	\$ 71,094,708	\$ 95,735,571	\$ 72,209,393	\$ -0-	\$ 72,209,393	\$ 23,526,178
Excess (Deficiency) of Revenues Over (Under) Expenditures	(\$ 2,863,797)	(\$ 17,186,922)	\$ 396,495	\$ 577,375	\$ 973,870	\$ 18,160,792
OTHER FINANCING SOURCES (USES)						
Transfers In	\$ 5,456,322	\$ 5,614,622	\$ 5,530,251	\$ -0-	\$ 5,530,251	(\$ 84,371)
Sale of Capital Assets	58,000	3,000	36,734	-0-	36,734	33,734
Transfers Out	(926,932)	(727,054)	(482,759)	-0-	(482,759)	244,295
Total Other Financing Sources (Uses)	\$ 4,587,390	\$ 4,890,568	\$ 5,084,226	\$ -0-	\$ 5,084,226	\$ 193,658
Net Change in Fund Balance	\$ 1,723,593	(\$ 12,296,354)	\$ 5,480,721	\$ 577,375	\$ 6,058,096	\$ 18,354,450
Fund Balance - Beginning	7,869,464	(7,593,583)	35,956,143	(7,505,257)	8,886,536	16,480,119
Restatement of Beginning Fund Balance	-0-	-0-	(2,594,511)	-0-	(2,594,511)	(2,594,511)
Fund Balance - Ending	\$ 9,593,057	(\$ 19,889,937)	\$ 38,842,353	(\$ 6,927,882)	\$ 12,350,121	\$ 32,240,058

CITY OF SAN ANGELO, TEXAS

Required Supplementary Information

For the Year Ended September 30, 2016

Required Supplementary Information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes budgetary comparison schedules for the General Fund, each major Special Revenue Fund, and the Capital Project Fund with an annual appropriated budget.

Budgetary Accounting and Control

Prior to the beginning of each fiscal year, the City Manager submits a proposed annual budget to the City Council for the general, special revenue, debt service, permanent, enterprise, and internal service funds. The budgets for the enterprise and internal service funds are for internal management purposes. Public hearings are held to obtain citizen's comments on the proposed budget. The budget is legally enacted prior to October 1 of each year by the adoption of a general appropriations ordinance. Expenditures cannot exceed the total appropriations at the fund total level. Changes in the total budget for a fund can only be made by amendments approved by City Council. Management, without City Council approval, can make changes within and between departments in a fund which does not change the total budget for that fund. Budget amounts shown in the budgetary comparison schedules represent the budget as amended.

Project-length financial plans are adopted for expenditure of grants, contributions, and/or long-term debt proceeds in the Community Development and Home Program special revenue funds and the capital projects funds. The Santa Fe Park Trust permanent fund is not budgeted.

The City utilizes encumbrances accounting under which purchase orders, contracts and other commitments for the expenditure funds are recorded in order to reserve a portion of the applicable appropriation. Encumbered appropriations at year-end are lapsed, and encumbrances to be honored are reappropriated in the following budget year.

Budgetary basis for some funds differs from GAAP in several ways. Governmental funds' budgets do not include certain revenue and expenditure accruals and deferrals. Budgets for the proprietary funds are substantially on a governmental funds modified accrual basis, which differs from the accrual basis required by GAAP. A column for adjustments from GAAP basis to the budgetary basis, where applicable, is provided for the budgetary comparisons.

CITY OF SAN ANGELO, TEXAS

Required Supplementary Information

For the Year Ended September 30, 2016

Texas Municipal Retirement Fund	
Schedule of Changes in Net Pension Liability and Related Ratios	Last Fiscal Year
	*2016
Total Pension Liability	
Service Cost	\$ 4,877,309
Interest	14,190,598
Difference Between Expected and Actual Experience	253,147
Changes of Assumptions	2,707,629
Benefit Payments, Including Refunds of Member Contributions	(10,624,607)
Net Change in Total Pension Liability	\$ 11,404,076
Total Pension Liability – Beginning	205,596,478
Total Pension Liability – Ending (a)	\$ 217,000,554
Plan Fiduciary Net Pension	
Contributions - Employer	\$ 5,728,465
Contributions - Member	2,265,505
Net Investment Income	254,398
Benefit Payments, Including Refunds of Member Contributions	(10,624,607)
Administrative Expense	(154,965)
Other	(7,654)
Net Change in Plan Fiduciary Net Position	(\$ 2,538,858)
Plan Fiduciary Net Position – Beginning	172,419,564
Plan Fiduciary Net Position – Ending (b)	\$ 169,980,706
Net Pension Liability – Ending (a) - (b)	\$ 47,119,848
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	78.29%
Covered Employee Payroll	\$ 32,996,085
Net Pension Liability as a Percentage of Covered-Employee Payroll	142.80%

Notes to Schedule:

Only the current fiscal year is presented because 10-year data is not yet available.

*The information presented for fiscal year 2016 is based on a measurement date of 12/31/2015

CITY OF SAN ANGELO, TEXAS

Required Supplementary Information

For the Year Ended September 30, 2016

**Texas Municipal Retirement Fund
Schedule of Employer Contributions**

Last Fiscal Year

	2016
Actuarially Determined Contribution	\$ 5,974,012
Contributions in Relation to the Actuarially Determined Contribution	5,974,012
Contribution Deficiency (Excess)	\$ -0-
Covered Employee Payroll	\$ 34,081,292
Contributions as a Percentage of Covered-Employee Payroll	17.53%

Notes to Schedule:

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	22 years
Contributions	18.93% for Calender Year 2014 17.70% for Calender Year 2015
Asset Valuation Method	10 Year smoothed market; 15% soft corridor
Inflation	3.0%
Salary Increases	3.50% to 12.00% including inflation
Investment Rate of Return	6.75% (reduced from 7.00% for Fiscal Year 2015)
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2010 valuation pursuant to an experience study of the period 2005 - 2009
Mortality	RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis with scale BB

CITY OF SAN ANGELO, TEXAS

Required Supplementary Information

For the Year Ended September 30, 2016

San Angelo Firemen's Relief and Retirement Fund	
Schedule of Changes in Net Pension Liability and Related Ratios	Last Fiscal Year

	*2016
Total Pension Liability	
Service Cost	\$ 2,002,372
Interest	6,772,296
Difference Between Expected and Actual Experience	3,449,652
Changes of Assumptions	2,215,105
Benefit Payments, Including Refunds of Member Contributions	(4,695,087)
Net Change in Total Pension Liability	\$ 9,774,438
Total Pension Liability – Beginning	88,072,812
Total Pension Liability – Ending (a)	\$ 97,817,250
Plan Fiduciary Net Pension	
Contributions - Employer	\$ 2,086,618
Contributions - Member	1,462,906
Net Investment Income	(1,262,749)
Benefit Payments, Including Refunds of Member Contributions	(4,695,087)
Administrative Expense	(48,866)
Other	-0-
Net Change in Plan Fiduciary Net Position	(\$ 2,457,178)
Plan Fiduciary Net Position – Beginning	60,730,110
Plan Fiduciary Net Position – Ending (b)	\$ 58,272,932
Net Pension Liability – Ending (a) - (b)	\$ 39,544,318
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	59.57%
Covered Employee Payroll	\$ 10,302,155
Net Pension Liability as a Percentage of Covered-Employee Payroll	383.85%

Notes to Schedule:

Only the current fiscal year is presented because 10-year data is not yet available.

*The information presented for fiscal year 2016 are based on a measurement date of 12/31/2015.

CITY OF SAN ANGELO, TEXAS

Required Supplementary Information

For the Year Ended September 30, 2016

San Angelo Firemen's Relief and Retirement Fund
Schedule of Employer Contributions

Last Fiscal Year

	2016
Actuarially Determined Contribution	\$ 2,219,315
Contributions in Relation to the Actuarially Determined Contribution	2,219,315
Contribution Deficiency (Excess)	<u>\$ -0-</u>
Covered Employee Payroll	\$ 10,965,035
Contributions as a Percentage of Covered-Employee Payroll	20.24%

Notes to Schedule:

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Projected Payroll
Amortization Period	39.8 Years
Contributions	20.20% -Firefighters hired on or after May 1, 1986 21.65% -Firefighters hired before May 1, 1986
Asset Valuation Method	5 Year smoothed market
Inflation	4.0%
Salary Increases	Graduated scale based on firefighter age
Investment Rate of Return	7.9%
Projected Payroll Growth	3.5%
Mortality	RP2000 Combined Mortality Table with Blue Collar Adjustment with mortality improvements projected using Scale AA.

CITY OF SAN ANGELO, TEXAS

Schedule of Funding Progress

For the Year Ended September 30, 2016

OTHER POST EMPLOYMENT BENEFITS

Schedule of Funding Progress (Unaudited)

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Funded Ratio	Unfunded AAL (UAAL)	Covered Payroll	UAAL as a percentage of Covered Payroll
	1	2	3	4	5	6
			(1 / 2)	(2 - 1)		(4 / 5)
09/30/2015	\$-0-	\$88,835,475	0%	\$88,835,475	\$42,793,514	207.60%
09/30/2013	\$-0-	\$95,683,246	0%	\$95,683,246	\$39,509,623	242.20%
09/30/2011	\$-0-	\$82,236,000	0%	\$82,236,000	\$33,053,000	248.80%

CITY OF SAN ANGELO, TEXAS

General Fund Descriptions

For the Year Ended September 30, 2016

GENERAL FUND

To account for all financial resources not legally or administratively required to be reported in another fund. It is always a major governmental fund.

Under GASB Statement 54, certain funds no longer meet the definition to be presented as special revenue funds. Those funds became accounts of the general fund for reporting purposes.

The General Fund contains the following subfund accounts:

Texas Sports Complex Subfund – To account for the revenue and expenses associated with the City's sports complex.

Civic Events Subfund – To account for the expenditure of a designated portion of the motel tax and rental and concessions generated by the coliseum and fairgrounds, city auditorium, and convention center.

Equipment Replacement Subfund – To account for the purchase of capital equipment for the general fund.

General Capital Project Subfund – To account for large capital projects in the general fund.

Fort Concho Museum Subfund – To account for the operation of old Fort Concho as a museum.

Fairmount Cemetery Subfund – To account for funds received from cemetery lot sales and care and for contributions from a trust.

Payroll Subfund – To process payroll and benefits for the entire City.

CITY OF SAN ANGELO, TEXAS

Combining Balance Sheet - General Fund Accounts

For the Year Ended September 30, 2016

	General	Texas Sports Complex	Civic Events	Equipment Replacement	Street Capital Project	Fort Concho	Fairmount Cemetery	Payroll	Total General Fund
ASSETS									
Assets:									
Cash and Cash Equivalents	\$ 3,675,242	\$ 418,830	\$ 988,793	\$ 387,556	\$ 3,269,070	\$ 285,243	\$ 100	\$ 342,258	\$ 9,367,092
Investments	5,483,754	-0-	1,359,171	50,504	7,721,222	100	-0-	-0-	14,614,751
Receivables:									
Accrued Interest	17,274	729	1,058	590	18,169	782	-0-	-0-	38,602
Property Taxes	1,191,553	-0-	-0-	-0-	-0-	-0-	-0-	-0-	1,191,553
Accounts	14,292,060	615	-0-	1,382	95,123	-0-	33,225	273	14,422,678
Less: Allowance for Uncollectibles	(11,591,515)	-0-	-0-	-0-	-0-	-0-	-0-	-0-	(11,591,515)
Due from Other Governments	2,776,724	-0-	-0-	-0-	-0-	-0-	-0-	-0-	2,776,724
Due from Other Funds (Interfund)	474,629	-0-	-0-	-0-	-0-	-0-	-0-	-0-	474,629
Due from Other Funds	10,844,998	-0-	-0-	-0-	-0-	-0-	-0-	-0-	10,844,998
Inventories	19,915	-0-	-0-	-0-	-0-	17,389	-0-	-0-	37,304
Prepays	7,684	-0-	-0-	-0-	-0-	-0-	-0-	-0-	7,684
Total Assets	<u>\$ 27,192,318</u>	<u>\$ 420,174</u>	<u>\$ 2,349,022</u>	<u>\$ 440,032</u>	<u>\$ 11,103,584</u>	<u>\$ 303,514</u>	<u>\$ 33,325</u>	<u>\$ 342,531</u>	<u>\$ 42,184,500</u>
DEFERRED OUTFLOWS OF RESOURCES									
Deferred Charges	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total Deferred Outflows of Resources	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
LIABILITIES									
Current Liabilities:									
Accounts Payable	\$ 1,119,030	\$ 23,033	\$ 55,550	\$ 9,871	\$ 68,546	\$ 59,310	\$ 51,439	(\$ 2,450)	\$ 1,384,329
Deposits	171,833	-0-	-0-	-0-	-0-	36,582	-0-	-0-	208,415
Due to Other Funds (Interfund)	-0-	-0-	-0-	-0-	-0-	-0-	129,648	344,981	474,629
Due to Other Funds	26,454	-0-	-0-	-0-	-0-	-0-	-0-	-0-	26,454
Due to Other Governments	67,716	-0-	-0-	-0-	-0-	-0-	-0-	-0-	67,716
Unearned Revenue	-0-	131,250	56,807	-0-	-0-	-0-	3,450	-0-	191,507
Arbitrage Rebates Payable	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Total Liabilities	<u>\$ 1,385,033</u>	<u>\$ 154,283</u>	<u>\$ 112,357</u>	<u>\$ 9,871</u>	<u>\$ 68,546</u>	<u>\$ 95,892</u>	<u>\$ 184,537</u>	<u>\$ 342,531</u>	<u>\$ 2,353,050</u>
DEFERRED INFLOWS OF RESOURCES									
Unavailable Revenue - Property Taxes	\$ 933,126	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 933,126
Deferred Revenues	-0-	-0-	-0-	-0-	55,971	-0-	-0-	-0-	55,971
Total Deferred Inflows of Resources	<u>\$ 933,126</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ 55,971</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ 989,097</u>
FUND BALANCES									
Nonspendable	\$ 7,684	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 17,389	\$ -0-	\$ -0-	\$ 25,073
Unassigned	24,866,475	265,891	2,236,665	430,161	10,979,067	190,233	(151,212)	-0-	38,817,280
Total Fund Balances	<u>\$ 24,874,159</u>	<u>\$ 265,891</u>	<u>\$ 2,236,665</u>	<u>\$ 430,161</u>	<u>\$ 10,979,067</u>	<u>\$ 207,622</u>	<u>(\$ 151,212)</u>	<u>\$ -0-</u>	<u>\$ 38,842,353</u>

CITY OF SAN ANGELO, TEXAS

Combining Schedule of Revenues, Expenditures, and Changes in Fund Balance - General Fund Accounts

For the Year Ended September 30, 2016

	General	Texas Sports Complex	Civic Events	Equipment Replacement	Street Capital Project	Fort Concho Museum	Fairmount Cemetery	Payroll	Total General Fund
REVENUES									
Taxes:									
Property	\$ 30,910,767	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 30,910,767
Sales	17,147,214	-0-	-0-	-0-	-0-	-0-	-0-	-0-	17,147,214
Franchise	4,349,480	-0-	-0-	-0-	-0-	-0-	-0-	-0-	4,349,480
Motel	-0-	-0-	1,960,114	-0-	-0-	-0-	-0-	-0-	1,960,114
Mixed Drink	332,309	-0-	-0-	-0-	-0-	-0-	-0-	-0-	332,309
Bingo	42,505	-0-	-0-	-0-	-0-	-0-	-0-	-0-	42,505
Licenses and Permits	868,449	-0-	-0-	-0-	-0-	-0-	-0-	-0-	868,449
Intergovernmental	-0-	-0-	-0-	-0-	4,870,744	-0-	-0-	-0-	4,870,744
Charges for Services	6,337,262	174,927	480,156	47,862	-0-	646,216	309,446	-0-	7,995,869
Fines and Forfeits	2,621,105	-0-	-0-	-0-	-0-	-0-	-0-	-0-	2,621,105
Investment Income:									
Interest	141,926	1,118	12,032	705	36,286	827	2,473	-0-	195,367
Change in Fair Value of Investments	64,658	-0-	6,997	260	5,145	1	-0-	-0-	77,061
Miscellaneous:									
Gifts and Contributions	105	-0-	-0-	-0-	136,470	6,716	39,590	-0-	182,881
Other Miscellaneous	916,605	-0-	28,592	89,188	-0-	11,438	6,200	-0-	1,052,023
Total Revenues	\$ 63,732,385	\$ 176,045	\$ 2,487,891	\$ 138,015	\$ 5,048,645	\$ 665,198	\$ 357,709	\$ -0-	\$ 72,605,888
EXPENDITURES									
Current:									
General Government	\$ 8,595,902	\$ -0-	\$ 2,273,674	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 10,869,576
Public Safety	38,644,323	-0-	-0-	-0-	-0-	-0-	-0-	-0-	38,644,323
Public Works and Transportation	11,354,013	-0-	-0-	-0-	103	-0-	-0-	-0-	11,354,116
Public Facilities	598,505	-0-	-0-	-0-	-0-	-0-	400,139	-0-	998,644
Health and Human Services	1,505,952	-0-	-0-	14,268	-0-	-0-	-0-	-0-	1,520,220
Culture, Parks and Recreation	4,301,634	778,769	-0-	-0-	-0-	1,016,174	-0-	-0-	6,096,577
Total Current Expenditures	\$ 65,000,329	\$ 778,769	\$ 2,273,674	\$ 14,268	\$ 103	\$ 1,016,174	\$ 400,139	\$ -0-	\$ 69,483,456
Capital Outlay	785,121	11,620	226,084	1,129,441	559,723	-0-	13,948	-0-	2,725,937
Total Expenditures	\$ 65,785,450	\$ 790,389	\$ 2,499,758	\$ 1,143,709	\$ 559,826	\$ 1,016,174	\$ 414,087	\$ -0-	\$ 72,209,393
Excess (Deficiency) of Revenues Over (Under) Expenditures	(\$ 2,053,065)	(\$ 614,344)	(\$ 11,867)	(\$ 1,005,694)	\$ 4,488,819	(\$ 350,976)	(\$ 56,378)	\$ -0-	\$ 396,495
OTHER FINANCING SOURCES (USES)									
Transfers In	\$ 5,530,251	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 5,530,251
Transfer In (Interfund)	104,232	746,802	-0-	1,071,862	244,295	391,826	91,020	-0-	2,650,037
Sale of Capital Assets	1,270	-0-	-0-	-0-	35,464	-0-	-0-	-0-	36,734
Transfers Out	(482,759)	-0-	-0-	-0-	-0-	-0-	-0-	-0-	(482,759)
Transfer Out (Interfund)	(2,450,805)	-0-	(199,232)	-0-	-0-	-0-	-0-	-0-	(2,650,037)
Total Other Financing Sources (Uses)	\$ 2,702,189	\$ 746,802	(\$ 199,232)	\$ 1,071,862	\$ 279,759	\$ 391,826	\$ 91,020	\$ -0-	\$ 5,084,226
Net Change in Fund Balances	\$ 649,124	\$ 132,458	(\$ 211,099)	\$ 66,168	\$ 4,768,578	\$ 40,850	\$ 34,642	\$ -0-	\$ 5,480,721
Fund Balances - Beginning	26,819,546	133,433	2,447,764	363,993	6,210,489	166,772	(185,854)	-0-	35,956,143
Restatement of Beginning Fund Balance	(2,594,511)	-0-	-0-	-0-	-0-	-0-	-0-	-0-	(2,594,511)
Fund Balances - Ending	\$ 24,874,159	\$ 265,891	\$ 2,236,665	\$ 430,161	\$ 10,979,067	\$ 207,622	(\$ 151,212)	\$ -0-	\$ 38,842,353

CITY OF SAN ANGELO, TEXAS

Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
(Non-GAAP Budgetary Basis) - General Fund Accounts

For the Year Ended September 30, 2016

	General			Texas Sports Complex			Civic Events		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES									
Taxes:									
Property	\$ 30,957,103	\$ 30,910,767	(\$ 46,336)	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Sales	17,655,696	17,147,214	(508,482)	-0-	-0-	-0-	-0-	-0-	-0-
Franchise	4,454,370	4,349,480	(104,890)	-0-	-0-	-0-	-0-	-0-	-0-
Motel	-0-	-0-	-0-	-0-	-0-	-0-	2,300,000	1,960,114	(339,886)
Mixed Drink	370,000	332,309	(37,691)	-0-	-0-	-0-	-0-	-0-	-0-
Bingo	40,000	42,505	2,505	-0-	-0-	-0-	-0-	-0-	-0-
Licenses and Permits	897,662	868,449	(29,213)	-0-	-0-	-0-	-0-	-0-	-0-
Intergovernmental	4,870,744	-0-	(4,870,744)	-0-	-0-	-0-	-0-	-0-	-0-
Charges for Services	4,609,388	6,337,262	1,727,874	145,000	174,927	29,927	613,000	480,156	(132,844)
Fines and Forfeits	2,677,676	2,621,105	(56,571)	-0-	-0-	-0-	-0-	-0-	-0-
Investment Income:									
Interest	54,023	141,926	87,903	22	1,118	1,096	6,106	12,032	5,926
Change in Fair Value of Investments	-0-	64,658	64,658	-0-	-0-	-0-	-0-	6,997	6,997
Miscellaneous:									
Gifts and Contributions	-0-	105	105	-0-	-0-	-0-	-0-	-0-	-0-
Other Miscellaneous	528,093	916,605	388,512	-0-	-0-	-0-	27,400	28,592	1,192
Total Revenues	<u>\$ 67,114,755</u>	<u>\$ 63,732,385</u>	<u>(\$ 3,382,370)</u>	<u>\$ 145,022</u>	<u>\$ 176,045</u>	<u>\$ 31,023</u>	<u>\$ 2,946,506</u>	<u>\$ 2,487,891</u>	<u>(\$ 458,615)</u>
EXPENDITURES									
Current:									
General Government	\$ 8,793,440	\$ 8,595,902	\$ 197,538	\$ -0-	\$ -0-	\$ -0-	\$ 2,288,703	\$ 2,273,674	\$ 15,029
Public Safety	39,503,877	38,644,323	859,554	-0-	-0-	-0-	-0-	-0-	-0-
Public Works and Transportation	13,083,662	11,354,013	1,729,649	-0-	-0-	-0-	100	-0-	100
Public Facilities	670,875	598,505	72,370	-0-	-0-	-0-	-0-	-0-	-0-
Health and Human Services	1,563,187	1,505,952	57,235	-0-	-0-	-0-	-0-	-0-	-0-
Culture, Parks and Recreation	4,477,268	4,301,634	175,634	896,781	778,769	118,012	-0-	-0-	-0-
Total Current Expenditures	<u>\$ 68,092,309</u>	<u>\$ 65,000,329</u>	<u>\$ 3,091,980</u>	<u>\$ 896,781</u>	<u>\$ 778,769</u>	<u>\$ 118,012</u>	<u>\$ 2,288,803</u>	<u>\$ 2,273,674</u>	<u>\$ 15,129</u>
Capital Outlay	2,339,778	785,121	1,554,657	78,330	11,620	66,710	303,871	226,084	77,787
Total Expenditures	<u>\$ 70,432,087</u>	<u>\$ 65,785,450</u>	<u>\$ 4,646,637</u>	<u>\$ 975,111</u>	<u>\$ 790,389</u>	<u>\$ 184,722</u>	<u>\$ 2,592,674</u>	<u>\$ 2,499,758</u>	<u>\$ 92,916</u>
Excess (Deficiency) of Revenues									
Over (Under) Expenditures	<u>(\$ 3,317,332)</u>	<u>(\$ 2,053,065)</u>	<u>(\$ 1,264,267)</u>	<u>(\$ 830,089)</u>	<u>(\$ 614,344)</u>	<u>(\$ 215,745)</u>	<u>\$ 353,832</u>	<u>(\$ 11,867)</u>	<u>\$ 365,699</u>
OTHER FINANCING SOURCES (USES)									
Transfers In	\$ 5,614,622	\$ 5,530,251	\$ 84,371	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Transfer In (Interfund)	-0-	104,232	104,232	746,802	746,802	-0-	-0-	-0-	-0-
Sale of Capital Assets	3,000	1,270	1,730	-0-	-0-	-0-	-0-	-0-	-0-
Transfers Out	(727,054)	(482,759)	(244,295)	-0-	-0-	-0-	-0-	-0-	-0-
Transfers Out (Interfund)	(2,206,510)	(2,450,805)	244,295	-0-	-0-	-0-	(199,232)	(199,232)	-0-
Total Other Financing Sources (Uses)	<u>\$ 2,684,058</u>	<u>\$ 2,702,189</u>	<u>\$ 190,333</u>	<u>\$ 746,802</u>	<u>\$ 746,802</u>	<u>\$ -0-</u>	<u>(\$ 199,232)</u>	<u>(\$ 199,232)</u>	<u>\$ -0-</u>
Net Change in Fund Balance	<u>(\$ 633,274)</u>	<u>\$ 649,124</u>	<u>\$ 1,282,398</u>	<u>(\$ 83,287)</u>	<u>\$ 132,458</u>	<u>\$ 215,745</u>	<u>\$ 154,600</u>	<u>(\$ 211,099)</u>	<u>(\$ 56,499)</u>
Fund Balance - Beginning	-0-	26,819,546	26,819,546	-0-	133,433	133,433	-0-	2,447,764	2,447,764
Restatement of Beginning Fund Balance	-0-	(2,594,511)	(2,594,511)	-0-	-0-	-0-	-0-	-0-	-0-
Fund Balance - Ending	<u>(\$ 633,274)</u>	<u>\$ 24,874,159</u>	<u>\$ 25,507,433</u>	<u>(\$ 83,287)</u>	<u>\$ 265,891</u>	<u>\$ 349,178</u>	<u>\$ 154,600</u>	<u>\$ 2,236,665</u>	<u>\$ 2,391,265</u>

(Continued)

CITY OF SAN ANGELO, TEXAS

Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
(Non-GAAP Budgetary Basis) - General Fund Accounts

For the Year Ended September 30, 2016

	Equipment Replacement			Street Capital Project			Fort Concho Museum		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES									
Taxes:									
Property	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Sales	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Franchise	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Motel	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Mixed Drink	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Bingo	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Licenses and Permits	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Intergovernmental	-0-	-0-	-0-	-0-	4,870,744	4,870,744	-0-	-0-	-0-
Charges for Services	40,000	47,862	7,862	-0-	-0-	-0-	596,850	646,216	49,366
Fines and Forfeits	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Investment Income:									
Interest	888	705	(183)	8,128	36,286	28,158	369	827	458
Change in Fair Value of Investments	-0-	260	260	-0-	5,145	5,145	-0-	1	1
Miscellaneous:									
Gifts and Contributions	-0-	-0-	-0-	7,252,571	136,470	(7,116,101)	2,050	6,716	4,666
Other Miscellaneous	55,000	89,188	34,188	-0-	-0-	-0-	13,000	11,438	(1,562)
Total Revenues	\$ 95,888	\$ 138,015	\$ 42,127	\$ 7,260,699	\$ 5,048,645	(\$ 2,212,054)	\$ 612,269	\$ 665,198	\$ 52,929
EXPENDITURES									
Current:									
General Government	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Public Safety	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Public Works and Transportation	-0-	-0-	-0-	193,513	103	193,410	-0-	-0-	-0-
Public Facilities	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Health and Human Services	14,268	14,268	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Culture, Parks and Recreation	-0-	-0-	-0-	-0-	-0-	-0-	1,012,957	1,016,174	(3,217)
Total Current Expenditures	\$ 14,268	\$ 14,268	\$ -0-	\$ 193,513	\$ 103	\$ 193,410	\$ 1,012,957	\$ 1,016,174	(\$ 3,217)
Capital Outlay	13,012,773	1,129,441	11,883,332	7,068,476	559,723	6,508,753	-0-	-0-	-0-
Total Expenditures	\$ 13,027,041	\$ 1,143,709	\$ 11,883,332	\$ 7,261,989	\$ 559,826	\$ 6,702,163	\$ 1,012,957	\$ 1,016,174	(\$ 3,217)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(\$ 12,931,153)	(\$ 1,005,694)	(\$ 11,925,459)	(\$ 1,290)	\$ 4,488,819	(\$ 4,490,109)	(\$ 400,688)	(\$ 350,976)	(\$ 49,712)
OTHER FINANCING SOURCES (USES)									
Transfers In	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Transfer In (Interfund)	1,071,862	1,071,862	-0-	244,295	244,295	-0-	391,826	391,826	-0-
Sale of Capital Assets	-0-	-0-	-0-	-0-	35,464	(35,464)	-0-	-0-	-0-
Transfers Out	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Transfers Out (Interfund)	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Total Other Financing Sources (Uses)	\$ 1,071,862	\$ 1,071,862	\$ -0-	\$ 244,295	\$ 279,759	(\$ 35,464)	\$ 391,826	\$ 391,826	\$ -0-
Net Change in Fund Balance	(\$ 11,859,291)	\$ 66,168	(\$ 11,793,123)	\$ 243,005	\$ 4,768,578	\$ 5,011,583	(\$ 8,862)	\$ 40,850	\$ 31,988
Fund Balance - Beginning	-0-	363,993	363,993	-0-	6,210,489	6,210,489	-0-	166,772	166,772
Restatement of Beginning Fund Balance	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Fund Balance - Ending	(\$ 11,859,291)	\$ 430,161	(\$ 11,429,130)	\$ 243,005	\$ 10,979,067	\$ 11,222,072	(\$ 8,862)	\$ 207,622	\$ 198,760

(Continued)

CITY OF SAN ANGELO, TEXAS

Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
(Non-GAAP Budgetary Basis) - General Fund Accounts

For the Year Ended September 30, 2016

	Fairmount Cemetery		
	Budget	Actual	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ -0-	\$ -0-	\$ -0-
Sales	-0-	-0-	-0-
Franchise	-0-	-0-	-0-
Motel	-0-	-0-	-0-
Mixed Drink	-0-	-0-	-0-
Bingo	-0-	-0-	-0-
Licenses and Permits	-0-	-0-	-0-
Intergovernmental	-0-	-0-	-0-
Charges for Services	315,510	309,446	(6,064)
Fines and Forfeits	-0-	-0-	-0-
Investment Income:			
Interest	2,000	2,473	473
Change in Fair Value of Investments	-0-	-0-	-0-
Miscellaneous:			
Gifts and Contributions	50,000	39,590	(10,410)
Other Miscellaneous	6,000	6,200	200
Total Revenues	<u>\$ 373,510</u>	<u>\$ 357,709</u>	<u>(\$ 15,801)</u>
EXPENDITURES			
Current:			
General Government	\$ -0-	\$ -0-	\$ -0-
Public Safety	-0-	-0-	-0-
Public Works and Transportation	-0-	-0-	-0-
Public Facilities	450,580	400,139	50,441
Health and Human Services	-0-	-0-	-0-
Culture, Parks and Recreation	-0-	-0-	-0-
Total Current Expenditures	<u>\$ 450,580</u>	<u>\$ 400,139</u>	<u>\$ 50,441</u>
Capital Outlay	13,950	13,948	2
Total Expenditures	<u>\$ 464,530</u>	<u>\$ 414,087</u>	<u>\$ 50,443</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(\$ 91,020)</u>	<u>(\$ 56,378)</u>	<u>(\$ 34,642)</u>
OTHER FINANCING SOURCES (USES)			
Transfers In	\$ -0-	\$ -0-	\$ -0-
Transfer In (Interfund)	91,020	91,020	-0-
Sale of Capital Assets	-0-	-0-	-0-
Transfers Out	-0-	-0-	-0-
Transfers Out (Interfund)	-0-	-0-	-0-
Total Other Financing Sources (Uses)	<u>\$ 91,020</u>	<u>\$ 91,020</u>	<u>\$ -0-</u>
Net Change in Fund Balance	<u>\$ -0-</u>	<u>\$ 34,642</u>	<u>\$ 34,642</u>
Fund Balance - Beginning	-0-	(185,854)	(185,854)
Restatement of Beginning Fund Balance	-0-	-0-	-0-
Fund Balance - Ending	<u><u>\$ -0-</u></u>	<u><u>(\$ 151,212)</u></u>	<u><u>(\$ 151,212)</u></u>

CITY OF SAN ANGELO, TEXAS

Nonmajor Governmental Fund Descriptions

For the Year Ended September 30, 2016

SPECIAL REVENUE FUNDS

To account for the proceeds of specific revenue sources that are normally restricted or committed to expenditures for specified purposes.

Community Development Fund – To account for the expenditure of funds received from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant program.

Intergovernmental Fund – To account for funds received from the various federal and state grants.

HOME Program Fund – To account for funds received from HUD under the housing rehabilitation and assistance program.

Designated Revenue Fund – To account for the expenditure of funds contributed by San Angelo citizens for special purposes.

Tax Increment Reinvestment Zone Fund – To account for expenditure of property taxes on the increments in real property values over the base values established on January 1, 2006, for public improvements in the Zone or payment of debt service on bonds issued for public improvements.

PERMANENT FUNDS

To report resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs, that is, for the benefit of the government or its citizenry.

Santa Fe Park Trust Fund – To account for trust principal and related investment income. Net earnings up to 7% can be paid to the City to be used for the upkeep and beautification of the park. Earnings in excess of 7% become part of principal.

Lake Nasworthy Trust Fund – To account for trust principal, consisting of 20% of all lake lot lease income and the proceeds from the sale of lake lots plus 10% of the annual interest income. None of the principal can be expended without the approval of a majority of the voters in an election for such purpose.

CITY OF SAN ANGELO, TEXAS

Combining Balance Sheet - Nonmajor Governmental Funds

As of September 30, 2016

	Special Revenue Funds						Permanent Funds			Total Nonmajor Governmental Funds
	Community Development	Intergovernmental	HOME Program	Designated Revenue	Tax Increment Reinv. Zone	Total	Santa Fe Park Trust	Lake Nasworthy Trust	Total	
ASSETS										
Assets:										
Cash and Cash Equivalents	\$ 165,956	\$ 96	\$ 180,414	\$ -0-	\$ -0-	\$ 346,466	\$ -0-	\$ -0-	\$ -0-	\$ 346,466
Investments	47	231	-0-	-0-	516,765	517,043	-0-	-0-	-0-	517,043
Receivables:										
Accrued Interest	1,441	906	-0-	150	488	2,985	-0-	38,513	38,513	41,498
Property Taxes	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Accounts	289,171	295	252,121	-0-	402,078	943,665	-0-	-0-	-0-	943,665
Less: Allowance for Uncollectibles	(11,886)	-0-	-0-	-0-	-0-	(11,886)	-0-	-0-	-0-	(11,886)
Due from Other Governments	37,580	252,216	-0-	-0-	-0-	289,796	-0-	-0-	-0-	289,796
Restricted Assets:										
Cash and Cash Equivalents	-0-	-0-	-0-	97,496	625,646	723,142	13,925	1,019,374	1,033,299	1,756,441
Investments	-0-	-0-	-0-	130,078	-0-	130,078	-0-	12,522,503	12,522,503	12,652,581
Total Assets	<u>\$ 482,309</u>	<u>\$ 253,744</u>	<u>\$ 432,535</u>	<u>\$ 227,724</u>	<u>\$ 1,544,977</u>	<u>\$ 2,941,289</u>	<u>\$ 13,925</u>	<u>\$ 13,580,390</u>	<u>\$ 13,594,315</u>	<u>\$ 16,535,604</u>
DEFERRED OUTFLOWS OF RESOURCES										
Deferred Charges on Refunding	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total Deferred Outflows of Resources	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
LIABILITIES										
Liabilities:										
Accounts Payable	\$ 1,200	\$ 29,811	\$ 5,749	\$ 2,736	\$ 19,466	\$ 58,962	\$ -0-	\$ 7,900	\$ 7,900	\$ 66,862
Due to Other Funds	-0-	138,529	-0-	-0-	-0-	138,529	-0-	-0-	-0-	138,529
Deposits	-0-	-0-	1,700	-0-	-0-	1,700	-0-	-0-	-0-	1,700
Total Liabilities	<u>\$ 1,200</u>	<u>\$ 168,340</u>	<u>\$ 7,449</u>	<u>\$ 2,736</u>	<u>\$ 19,466</u>	<u>\$ 199,191</u>	<u>\$ -0-</u>	<u>\$ 7,900</u>	<u>\$ 7,900</u>	<u>\$ 207,091</u>
DEFERRED INFLOWS OF RESOURCES										
Unavailable Revenue - Property Taxes	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total Deferred Outflows of Resources	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
FUND BALANCES										
Nonspendable	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 10,000	\$ 12,737,748	\$ 12,747,748	\$ 12,747,748
Restricted	481,109	85,404	425,086	-0-	1,525,511	2,517,110	3,925	834,742	838,667	3,355,777
Committed	-0-	-0-	-0-	224,988	-0-	224,988	-0-	-0-	-0-	224,988
Assigned	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Unassigned	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Total Fund Balances	<u>\$ 481,109</u>	<u>\$ 85,404</u>	<u>\$ 425,086</u>	<u>\$ 224,988</u>	<u>\$ 1,525,511</u>	<u>\$ 2,742,098</u>	<u>\$ 13,925</u>	<u>\$ 13,572,490</u>	<u>\$ 13,586,415</u>	<u>\$ 16,328,513</u>

CITY OF SAN ANGELO, TEXAS

**Combining Statement of Revenues, Expenditures and Changes in Fund Balances -
Nonmajor Governmental Funds**

For the Year Ended September 30, 2016

	Special Revenue Funds						Permanent Funds			Total Nonmajor Governmental Funds
	Community Development	Intergovern- mental	HOME Program	Designated Revenue	Tax Increment Reinv. Zone	Total	Santa Fe Park Trust	Lake Nasworthy Trust	Total	
REVENUES										
Taxes:										
Property	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 635,561	\$ 635,561	\$ -0-	\$ -0-	\$ -0-	\$ 635,561
Licenses and Permits	-0-	87,943	-0-	-0-	-0-	87,943	-0-	-0-	-0-	87,943
Intergovernmental	757,855	1,285,510	176,216	-0-	-0-	2,219,581	-0-	-0-	-0-	2,219,581
Charges for Services	-0-	166,659	197,320	-0-	-0-	363,979	-0-	28,148	28,148	392,127
Investment Income:										-0-
Interest	11,192	710	-0-	65,786	5,263	82,951	-0-	154,102	154,102	237,053
Change in Fair Value of Investments	-0-	-0-	-0-	670	2,660	3,330	-0-	-0-	-0-	3,330
Miscellaneous:										-0-
Gifts and Contributions	-0-	209,137	-0-	87,753	-0-	296,890	-0-	-0-	-0-	296,890
Program Income	5,356	-0-	3,739	-0-	-0-	9,095	-0-	-0-	-0-	9,095
Other Miscellaneous	28,849	87,018	66,859	-0-	-0-	182,726	-0-	700	700	183,426
Total Revenues	\$ 803,252	\$ 1,836,977	\$ 444,134	\$ 154,209	\$ 643,484	\$ 3,882,056	\$ -0-	\$ 182,950	\$ 182,950	\$ 4,065,006
EXPENDITURES										
Current:										
Public Safety	\$ -0-	\$ 212,918	\$ -0-	\$ 46,980	\$ -0-	\$ 259,898	\$ -0-	\$ -0-	\$ -0-	\$ 259,898
Public Works and Transportation	-0-	169,624	-0-	-0-	-0-	169,624	-0-	-0-	-0-	169,624
Public Facilities	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Health and Human Services	38,000	1,728,345	-0-	48,119	-0-	1,814,464	-0-	-0-	-0-	1,814,464
Culture, Parks and Recreation	-0-	-0-	-0-	24,759	-0-	24,759	-0-	-0-	-0-	24,759
Economic Development	-0-	-0-	-0-	-0-	392,494	392,494	-0-	-0-	-0-	392,494
Urban Redevelopment and Housing	609,416	-0-	409,533	-0-	-0-	1,018,949	-0-	-0-	-0-	1,018,949
Total Current Expenditures	\$ 647,416	\$ 2,110,887	\$ 409,533	\$ 119,858	\$ 392,494	\$ 3,680,188	\$ -0-	\$ -0-	\$ -0-	\$ 3,680,188
Capital Outlay	3,421	358,854	2,600	19,491	-0-	384,366	-0-	-0-	-0-	384,366
Debt Service:										
Principal	107,000	-0-	-0-	-0-	-0-	107,000	-0-	-0-	-0-	107,000
Interest and Fiscal Charges	42,001	-0-	-0-	-0-	-0-	42,001	-0-	-0-	-0-	42,001
Total Expenditures	\$ 799,838	\$ 2,469,741	\$ 412,133	\$ 139,349	\$ 392,494	\$ 4,213,555	\$ -0-	\$ -0-	\$ -0-	\$ 4,213,555
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 3,414	(\$ 632,764)	\$ 32,001	\$ 14,860	\$ 250,990	(\$ 331,499)	\$ -0-	\$ 182,950	\$ 182,950	(\$ 148,549)
OTHER FINANCING SOURCES (USES)										
Transfers In	\$ -0-	\$ 381,869	\$ -0-	\$ -0-	\$ -0-	\$ 381,869	\$ -0-	\$ -0-	\$ -0-	\$ 381,869
Sale of Capital Assets	-0-	-0-	-0-	-0-	-0-	-0-	-0-	122,713	122,713	122,713
Proceeds from Long-Term Debt	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Transfers Out	-0-	(369,437)	-0-	-0-	-0-	(369,437)	-0-	(116,889)	(116,889)	(486,326)
Total Other Financing Sources (Uses)	\$ -0-	\$ 12,432	\$ -0-	\$ -0-	\$ -0-	\$ 12,432	\$ -0-	\$ 5,824	\$ 5,824	\$ 18,256
Net Change in Fund Balances	\$ 3,414	\$ 620,332	\$ 32,001	\$ 14,860	\$ 250,990	(\$ 319,067)	\$ -0-	\$ 188,774	\$ 188,774	(\$ 130,293)
Fund Balances - Beginning	477,695	705,736	393,085	210,128	1,274,521	3,061,165	13,925	13,383,716	13,397,641	16,458,806
Restatement of Beginning Fund Balance	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Fund Balances - Ending	\$ 481,109	\$ 85,404	\$ 425,086	\$ 224,988	\$ 1,525,511	\$ 2,742,098	\$ 13,925	\$ 13,572,490	\$ 13,586,415	\$ 16,328,513

CITY OF SAN ANGELO, TEXAS

**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual -
(Non-GAAP Budgetary Basis) - Nonmajor Governmental Funds**

For the Year Ended September 30, 2016

	Community Development			Intergovernmental Special Revenue Fund			HOME Program		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES									
Taxes:									
Property	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Licenses and Permits	-0-	-0-	-0-	85,945	87,943	1,998	-0-	-0-	-0-
Intergovernmental	858,982	757,855	(101,127)	3,105,036	1,285,510	(1,819,526)	272,586	176,216	(96,370)
Charges for Services	-0-	-0-	-0-	177,423	166,659	(10,764)	267,851	197,320	(70,531)
Investment Income:									
Interest	10,000	11,193	1,193	-0-	710	710	-0-	-0-	-0-
Change in Fair Value of Investments	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Miscellaneous:									
Gifts and Contributions	-0-	-0-	-0-	246,256	209,137	(37,119)	-0-	-0-	-0-
Program Income	49,440	5,356	(44,084)	-0-	-0-	-0-	92,747	3,739	(89,008)
Other Miscellaneous	28,850	28,849	(1)	90,300	87,018	(3,282)	39,877	66,860	26,983
Total Revenues	<u>\$ 947,272</u>	<u>\$ 803,253</u>	<u>(\$ 144,019)</u>	<u>\$ 3,704,960</u>	<u>\$ 1,836,977</u>	<u>(\$ 1,867,983)</u>	<u>\$ 673,061</u>	<u>\$ 444,135</u>	<u>(\$ 228,926)</u>
EXPENDITURES									
Current:									
Public Safety	\$ -0-	\$ -0-	\$ -0-	\$ 231,284	\$ 212,918	\$ 18,366	\$ -0-	\$ -0-	\$ -0-
Public Works and Transportation	-0-	-0-	-0-	234,973	169,624	65,349	-0-	-0-	-0-
Public Facilities	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Health and Human Services	38,000	38,000	-0-	2,395,634	1,728,345	667,289	-0-	-0-	-0-
Culture, Parks and Recreation	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Economic Development	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Urban Redevelopment and Housing	702,957	609,416	93,541	-0-	-0-	-0-	605,596	409,533	196,063
Total Current Expenditures	<u>\$ 740,957</u>	<u>\$ 647,416</u>	<u>\$ 93,541</u>	<u>\$ 2,861,891</u>	<u>\$ 2,110,887</u>	<u>\$ 751,004</u>	<u>\$ 605,596</u>	<u>\$ 409,533</u>	<u>\$ 196,063</u>
Capital Outlay	3,421	3,421	-0-	1,561,245	358,854	1,202,391	2,600	2,600	-0-
Debt Service:									
Principal	150,713	107,000	43,713	-0-	-0-	-0-	-0-	-0-	-0-
Interest and Fiscal Charges	-0-	42,001	(42,001)	-0-	-0-	-0-	-0-	-0-	-0-
Total Debt Service	<u>\$ 150,713</u>	<u>\$ 149,001</u>	<u>\$ 1,712</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
Total Expenditures	<u>\$ 895,091</u>	<u>\$ 799,838</u>	<u>\$ 95,253</u>	<u>\$ 4,423,136</u>	<u>\$ 2,469,741</u>	<u>\$ 1,953,395</u>	<u>\$ 608,196</u>	<u>\$ 412,133</u>	<u>\$ 196,063</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>\$ 52,181</u>	<u>\$ 3,415</u>	<u>\$ 48,766</u>	<u>(\$ 718,176)</u>	<u>(\$ 632,764)</u>	<u>(\$ 85,412)</u>	<u>\$ 64,865</u>	<u>\$ 32,002</u>	<u>\$ 32,863</u>
OTHER FINANCING SOURCES (USES)									
Transfers In	\$ -0-	\$ -0-	\$ -0-	\$ 381,869	\$ 381,869	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Sale of Capital Assets	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Transfers Out	-0-	-0-	-0-	(365,783)	(369,437)	3,654	-0-	-0-	-0-
Total Other Financing Sources (Uses)	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ 16,086</u>	<u>\$ 12,432</u>	<u>\$ 3,654</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
Net Change in Fund Balance	<u>\$ 52,181</u>	<u>\$ 3,415</u>	<u>\$ 48,766</u>	<u>(\$ 702,090)</u>	<u>(\$ 620,332)</u>	<u>(\$ 81,758)</u>	<u>\$ 64,865</u>	<u>\$ 32,002</u>	<u>\$ 32,863</u>
Fund Balance - Beginning	-0-	477,694	(477,694)	-0-	705,736	(705,736)	-0-	393,084	(393,084)
Restatement of Beginning Fund Balance	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Fund Balance - Ending	<u>\$ 52,181</u>	<u>\$ 481,109</u>	<u>(\$ 428,928)</u>	<u>(\$ 702,090)</u>	<u>\$ 85,404</u>	<u>(\$ 787,494)</u>	<u>\$ 64,865</u>	<u>\$ 425,086</u>	<u>(\$ 360,221)</u>

(Continued)

CITY OF SAN ANGELO, TEXAS

**Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual -
(Non-GAAP Budgetary Basis) - Nonmajor Governmental Funds**

For the Year Ended September 30, 2016

	Designated Revenue Special Revenue Fund			Tax Increment Reinvestment Zone Special Revenue Fund (TIRZ)			Sante Fe Park Trust		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES									
Taxes:									
Property	\$ -0-	\$ -0-	\$ -0-	\$ 655,228	\$ 635,561	(\$ 19,667)	\$ -0-	\$ -0-	\$ -0-
Licenses and Permits	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Intergovernmental	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Charges for Services	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Investment Income:									
Interest	2,068,748	65,786	(2,002,962)	2,346	5,263	2,917	-0-	-0-	-0-
Change in Fair Value of Investments	-0-	670	670	-0-	2,660	2,660	-0-	-0-	-0-
Miscellaneous:									
Gifts and Contributions	57,610	87,753	30,143	-0-	-0-	-0-	-0-	-0-	-0-
Program Income	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Other Miscellaneous	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Total Revenues	<u>\$ 2,126,358</u>	<u>\$ 154,209</u>	<u>(\$ 1,972,149)</u>	<u>\$ 657,574</u>	<u>\$ 643,484</u>	<u>(\$ 14,090)</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
EXPENDITURES									
Current:									
Public Safety	\$ 61,934	\$ 46,980	\$ 14,954	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Public Works and Transportation	11,301	-0-	11,301	-0-	-0-	-0-	-0-	-0-	-0-
Public Facilities	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Health and Human Services	52,118	48,119	3,999	-0-	-0-	-0-	-0-	-0-	-0-
Culture, Parks and Recreation	162,817	24,759	138,058	-0-	-0-	-0-	-0-	-0-	-0-
Economic Development	-0-	-0-	-0-	1,905,932	392,494	1,513,438	-0-	-0-	-0-
Urban Redevelopment and Housing	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Total Current Expenditures	<u>\$ 288,170</u>	<u>\$ 119,858</u>	<u>\$ 168,312</u>	<u>\$ 1,905,932</u>	<u>\$ 392,494</u>	<u>\$ 1,513,438</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
Capital Outlay	2,045,965	19,491	2,026,474	-0-	-0-	-0-	-0-	-0-	-0-
Debt Service:									
Principal	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Interest and Fiscal Charges	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Total Debt Service	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
Total Expenditures	<u>\$ 2,334,135</u>	<u>\$ 139,349</u>	<u>\$ 2,194,786</u>	<u>\$ 1,905,932</u>	<u>\$ 392,494</u>	<u>\$ 1,513,438</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(\$ 207,777)</u>	<u>\$ 14,860</u>	<u>(\$ 222,637)</u>	<u>(\$ 1,248,358)</u>	<u>\$ 250,990</u>	<u>(\$ 1,499,348)</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
OTHER FINANCING SOURCES (USES)									
Transfers In	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Sale of Capital Assets	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Transfers Out	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Total Other Financing Sources (Uses)	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
Net Change in Fund Balance	<u>(\$ 207,777)</u>	<u>\$ 14,860</u>	<u>(\$ 222,637)</u>	<u>(\$ 1,248,358)</u>	<u>\$ 250,990</u>	<u>(\$ 1,499,348)</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
Fund Balance - Beginning	-0-	210,128	(210,128)	-0-	1,274,521	(1,274,521)	-0-	13,925	(13,925)
Restatement of Beginning Fund Balance	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Fund Balance - Ending	<u>(\$ 207,777)</u>	<u>\$ 224,988</u>	<u>(\$ 432,765)</u>	<u>(\$ 1,248,358)</u>	<u>\$ 1,525,511</u>	<u>(\$ 2,773,869)</u>	<u>\$ -0-</u>	<u>\$ 13,925</u>	<u>(\$ 13,925)</u>

(Continued)

CITY OF SAN ANGELO, TEXAS

Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - (Non-GAAP Budgetary Basis) - Nonmajor Governmental Funds

For the Year Ended September 30, 2016

	Lake Nasworthy Trust Permanent Fund		
	Budget	Actual	Variance Positive (Negative)
REVENUES			
Taxes:			
Property	\$ -0-	\$ -0-	\$ -0-
Licenses and Permits	-0-	-0-	-0-
Intergovernmental	-0-	-0-	-0-
Charges for Services	84,000	28,148	(55,852)
Investment Income:			
Interest	127,851	154,102	26,251
Change in Fair Value of Investments	-0-	-0-	-0-
Miscellaneous:			
Gifts and Contributions	-0-	-0-	-0-
Program Income	-0-	-0-	-0-
Other Miscellaneous	-0-	700	700
Total Revenues	<u>\$ 211,851</u>	<u>\$ 182,950</u>	<u>(\$ 28,901)</u>
EXPENDITURES			
Current:			
Public Safety	\$ -0-	\$ -0-	\$ -0-
Public Works and Transportation	-0-	-0-	-0-
Public Facilities	-0-	-0-	-0-
Health and Human Services	-0-	-0-	-0-
Culture, Parks and Recreation	-0-	-0-	-0-
Economic Development	-0-	-0-	-0-
Urban Redevelopment and Housing	-0-	-0-	-0-
Total Current Expenditures	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
Capital Outlay	-0-	-0-	-0-
Debt Service:			
Principal	-0-	-0-	-0-
Interest and Fiscal Charges	-0-	-0-	-0-
Total Debt Service	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
Total Expenditures	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>\$ 211,851</u>	<u>\$ 182,950</u>	<u>\$ 28,901</u>
OTHER FINANCING SOURCES (USES)			
Transfers In	\$ -0-	\$ -0-	\$ -0-
Sale of Capital Assets	650,000	122,713	527,287
Transfers Out	(271,866)	(116,889)	(154,977)
Total Other Financing Sources (Uses)	<u>\$ 378,134</u>	<u>\$ 5,824</u>	<u>\$ 372,310</u>
Net Change in Fund Balance	<u>\$ 589,985</u>	<u>\$ 188,774</u>	<u>\$ 401,211</u>
Fund Balance - Beginning	-0-	13,383,716	(13,383,716)
Restatement of Beginning Fund Balance	-0-	-0-	-0-
Fund Balance - Ending	<u>\$ 589,985</u>	<u>\$ 13,572,490</u>	<u>(\$ 12,982,505)</u>

CITY OF SAN ANGELO, TEXAS

Major Governmental Capital Projects Fund Description

For the Year Ended September 30, 2016

CAPITAL PROJECTS FUND

To account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

Sales Tax Project - To account for certificate of obligation proceeds to accomplish projects specified on the ballots in the elections adopting the type B economic development sales tax.

Capital Improvement Fund – To account for the authorized expenditure of the proceeds of certificates of obligation.

CITY OF SAN ANGELO, TEXAS

Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
(Non-GAAP Budgetary Basis) - Major Governmental Capital Projects Funds

For the Year Ended September 30, 2016

	Sales Tax Projects Fund			Capital Improvement Fund		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Investment Income:						
Interest	\$ -0-	\$ 17,831	\$ 17,831	\$ 3,673	\$ 64,911	\$ 61,238
Change in Fair Value of Investments	-0-	13,134	13,134	-0-	13,244	13,244
Taxes:						
Property	-0-	-0-	-0-	-0-	-0-	-0-
Other Miscellaneous	-0-	-0-	-0-	-0-	-0-	-0-
Total Revenues	\$ -0-	\$ 30,965	\$ 30,965	\$ 3,673	\$ 78,155	\$ 74,482
EXPENDITURES						
Current:						
Culture, Parks and Recreation	\$ 165,000	\$ -0-	\$ 165,000	\$ -0-	\$ -0-	\$ -0-
Total Current Expenditures	\$ 165,000	\$ -0-	\$ 165,000	\$ -0-	\$ -0-	\$ -0-
Capital Outlay	3,875,106	2,393,222	1,481,884	29,962,234	3,779,943	26,182,291
Debt Service:						
Principal	-0-	-0-	-0-	-0-	-0-	-0-
Interest and Fiscal Charges	-0-	5,254	(5,254)	167,231	153,531	13,700
Total Expenditures	\$ 4,040,106	\$ 2,398,476	\$ 1,641,630	\$ 30,129,465	\$ 3,933,474	\$ 26,195,991
Excess (Deficiency) of Revenues Over (Under) Expenditures	(\$ 4,040,106)	(\$ 2,367,511)	\$ 1,672,595	(\$ 30,125,792)	(\$ 3,855,319)	\$ 26,270,473
OTHER FINANCING SOURCES (USES)						
Proceeds from Long-Term Debt	\$ -0-	\$ -0-	\$ -0-	\$ 17,627,699	\$ 16,153,531	\$ 1,474,168
Transfer Out	-0-	(203,617)	203,617	-0-	-0-	-0-
Total Other Financing Sources (Uses)	\$ -0-	(\$ 203,617)	\$ 203,617	\$ 17,627,699	\$ 16,153,531	\$ -0-
Net Change in Fund Balance	(\$ 4,040,106)	(\$ 2,571,128)	\$ 1,468,978	(\$ 12,498,093)	\$ 12,298,212	\$ 24,796,305
Fund Balance - Beginning	-0-	3,576,963	3,576,963	-0-	13,312,639	13,312,639
Replacement of Beginning Fund Balance	-0-	134,012	134,012	-0-	-0-	-0-
Fund Balance - Ending	(\$ 4,040,106)	\$ 1,139,847	\$ 5,179,953	(\$ 12,498,093)	\$ 25,610,851	\$ 38,108,944

CITY OF SAN ANGELO, TEXAS

Major Governmental Debt Service Fund Description

For the Year Ended September 30, 2016

DEBT SERVICE FUND

To record the accumulation of resources for, and the payment of, long-term debt principal and interest not serviced by the proprietary funds.

Debt Service Fund – To account for the accumulation of resources and payment of principal and interest on general obligation bonds and certificates of obligation and sales tax supported certificates of obligations. Resources are provided by an ad valorem tax levy and transfer of type B sales tax proceeds from the Development Corporation.

CITY OF SAN ANGELO, TEXAS

Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
(Non-GAAP Budgetary Basis) - Major Governmental Debt Service Fund

For the Year Ended September 30, 2016

	Debt Service Fund		
	Budget	Actual	Variance Positive (Negative)
REVENUES			
Investment Income:			
Interest	\$ 1,899	\$ 20,488	\$ 18,589
Change in Fair Value of Investments	-0-	1,414	1,414
Taxes:			
Property	6,968,463	6,920,875	(47,588)
Other Miscellaneous	-0-	-0-	-0-
Total Revenues	<u>\$ 6,970,362</u>	<u>\$ 6,942,777</u>	<u>(\$ 27,585)</u>
EXPENDITURES			
Current:			
General Government	\$ -0-	\$ -0-	\$ -0-
Total Current Expenditures	\$ -0-	\$ -0-	\$ -0-
Capital Outlay	-0-	-0-	-0-
Debt Service:			
Principal	5,119,215	5,302,500	(183,285)
Interest and Fiscal Charges	2,051,147	2,180,794	(129,647)
Total Expenditures	<u>\$ 7,170,362</u>	<u>\$ 7,483,294</u>	<u>(\$ 312,932)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(\$ 200,000)</u>	<u>(\$ 540,517)</u>	<u>(\$ 340,517)</u>
OTHER FINANCING SOURCES (USES)			
Proceeds from Long-Term Debt	\$ -0-	\$ 305,037	(\$ 305,037)
Transfer Out	-0-	-0-	-0-
Total Other Financing Sources (Uses)	\$ -0-	\$ 305,037	\$ -0-
Net Change in Fund Balance	<u>(\$ 200,000)</u>	<u>(\$ 235,480)</u>	<u>(\$ 35,480)</u>
Fund Balance - Beginning	-0-	3,876,297	3,876,297
Replacement of Beginning Fund Balance	-0-	(422,715)	(422,715)
Fund Balance - Ending	<u>(\$ 200,000)</u>	<u>\$ 3,218,102</u>	<u>\$ 3,418,102</u>

CITY OF SAN ANGELO, TEXAS

Nonmajor Enterprise Fund Description

For the Year Ended September 30, 2016

ENTERPRISE FUNDS

To account for any activity for which a fee is charged to external users for goods or services.

The City operates six enterprise funds. The Water, Sewer, and Airport enterprise funds are reported as major funds. The remaining enterprise funds are reported as nonmajor and include the following:

State Office Building Fund – To account for the operation of a building, acquired and renovated, primarily to provide a facility for lease to the State of Texas in order for all state offices to be in one location.

Solid Waste Fund – To account for the City's portion of operating the landfill.

Stormwater Fund – To account for the operation of stormwater treatment and management.

CITY OF SAN ANGELO, TEXAS

Combining Statement of Net Position - Nonmajor Enterprise Funds

As of September 30, 2016

	State Office Building	Solid Waste	Stormwater	Total
ASSETS				
Current Assets:				
Cash and Cash Equivalents	\$ 15,277	\$ 1,380,510	\$ 1,143,143	\$ 2,538,930
Investments	36,964	3,947,161	2,623,641	6,607,766
Receivables:				
Accrued Interest	-0-	20,760	7,999	28,759
Accounts	22,213	552,041	429,610	1,003,864
Less: Allowance for Uncollectibles	-0-	-0-	(80,064)	(80,064)
Closure and Post-Closure Trust Fund	-0-	5,138,430	-0-	5,138,430
Total Current Assets	\$ 74,454	\$ 11,038,902	\$ 4,124,329	\$ 15,237,685
Noncurrent Assets:				
Capital Assets:				
Land	\$ 275,412	\$ 480,310	\$ 54,123	\$ 809,845
Buildings	6,051,542	-0-	-0-	6,051,542
Improvements Other Than Buildings	467,576	-0-	431,089	898,665
Machinery and Equipment	19,589	1,214,880	2,146,346	3,380,815
Less: Accumulated Depreciation	(3,597,526)	(1,087,347)	(1,127,204)	(5,812,077)
Net Capital Assets	\$ 3,216,593	\$ 607,843	\$ 1,504,354	\$ 5,328,790
Total Noncurrent Assets	\$ 3,216,593	\$ 607,843	\$ 1,504,354	\$ 5,328,790
Total Assets	\$ 3,291,047	\$ 11,646,745	\$ 5,628,683	\$ 20,566,475
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Amounts Related to Pensions	\$ 42,548	\$ 103,889	\$ 414,827	\$ 561,264
Total Deferred Outflows of Resources	\$ 42,548	\$ 103,889	\$ 414,827	\$ 561,264
LIABILITIES				
Current Liabilities:				
Accounts Payable	\$ 38,700	\$ 838,300	\$ 35,941	\$ 912,941
Accrued Interest Payable	4,586	1,031	-0-	5,617
Due to Other Funds	513,611	-0-	-0-	513,611
Non Current Liabilities Due Within One Year	477,670	-0-	30,482	508,152
Total Current Liabilities	\$ 1,034,567	\$ 839,331	\$ 66,423	\$ 1,940,321
Noncurrent Liabilities:				
Net Pension Liability	\$ 115,781	\$ 182,401	\$ 1,112,070	\$ 1,410,252
Non Current Liabilities Due After One Year	761,601	4,029,373	250,181	5,041,155
Total Noncurrent Liabilities	\$ 877,382	\$ 4,211,774	\$ 1,362,251	\$ 6,451,407
Total Liabilities	\$ 1,911,949	\$ 5,051,105	\$ 1,428,674	\$ 8,391,728
DEFERRED INFLOWS OF RESOURCES				
Deferred Amounts Related to Pensions	\$ 4,517	\$ 2,779	\$ 16,942	\$ 24,238
Total Deferred Inflows of Resources	\$ 4,517	\$ 2,779	\$ 16,942	\$ 24,238
NET POSITION				
Net Investment in Capital Assets	\$ 2,014,021	\$ 607,843	\$ 1,504,354	\$ 4,126,218
Restricted	-0-	-0-	-0-	-0-
Unrestricted	(596,892)	6,088,907	3,093,540	8,585,555
Total Net Position	\$ 1,417,129	\$ 6,696,750	\$ 4,597,894	\$ 12,711,773

CITY OF SAN ANGELO, TEXAS

**Combining Statement of Revenues, Expenses, and Changes in Fund Net Position -
Nonmajor Enterprise Funds**

For the Year Ended September 30, 2016

	State Office Building	Solid Waste	Stormwater	Total
OPERATING REVENUES				
Charges for Sales and Services:				
Pledged for Payment of Revenue Bonds:				
Stormwater Fee	\$ -0-	\$ -0-	\$ 2,568,278	\$ 2,568,278
Solid Waste Service	-0-	2,168,090	-0-	2,168,090
Rents, Leases and Fees	1,221,712	-0-	-0-	1,221,712
Other	55,005	67,308	22,097	144,410
Total Operating Revenues	\$ 1,276,717	\$ 2,235,398	\$ 2,590,375	\$ 6,102,490
OPERATING EXPENSES				
Cost of Sales and Services	\$ 765,673	\$ 651,180	\$ 1,831,307	\$ 3,248,160
Administrative	85,132	5,476	-0-	90,608
Depreciation	235,702	122,702	200,714	559,118
Total Operating Expenses	\$ 1,086,507	\$ 779,358	\$ 2,032,021	\$ 3,897,886
Operating Income (Loss)	\$ 190,210	\$ 1,456,040	\$ 558,354	\$ 2,204,604
NON-OPERATING REVENUES (EXPENSES)				
Investment Income:				
Interest	\$ 112	\$ 22,702	\$ 17,396	\$ 40,210
Gain (Loss) on Sale of Capital Assets	-0-	(1,077)	(11,852)	(12,929)
Change in Fair Value of Investments	190	2,107	4,400	6,697
Interest Expense and Fiscal Agent Fees	(40,801)	(7,351)	-0-	(48,152)
Total Non-Operating Revenues (Expenses)	(\$ 40,499)	\$ 16,381	\$ 9,944	(\$ 14,174)
Income (Loss) Before Contributions and Transfers	\$ 149,711	\$ 1,472,421	\$ 568,298	\$ 2,190,430
Transfers In (Out)	-0-	(255,000)	(116,710)	(371,710)
Total Contributions and Transfers	\$ -0-	(\$ 255,000)	(\$ 116,710)	(\$ 371,710)
Change in Net Position	\$ 149,711	\$ 1,217,421	\$ 451,588	\$ 1,818,720
Net Position - Beginning	1,267,418	5,264,178	4,146,306	10,677,902
Restatement of Beginning Net Position	-0-	215,151	-0-	215,151
Net Position - Ending	\$ 1,417,129	\$ 6,696,750	\$ 4,597,894	\$ 12,711,773

CITY OF SAN ANGELO, TEXAS

Combining Statement of Cash Flows - Nonmajor Enterprise Funds

For the Year Ended September 30, 2016

	State Office Building	Solid Waste	Stormwater	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers	\$ 1,289,350	\$ 1,810,602	\$ 2,603,422	\$ 5,703,374
Cash Paid to Suppliers for Goods and Services	(686,800)	(502,145)	(466,893)	(1,655,838)
Cash Paid for Employee Services and Benefits	(120,921)	(178,657)	(1,224,144)	(1,523,722)
Net Cash Provided (Used) by Operating Activities	\$ 481,629	\$ 1,129,800	\$ 912,385	\$ 2,523,814
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers In	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Transfers Out	-0-	(255,000)	(116,710)	(371,710)
Short-term Interfund Loans Received	40,382	-0-	-0-	40,382
Short-term Interfund Loans Paid	-0-	-0-	-0-	-0-
Net Cash Provided (Used) by Noncapital Financing Activities	\$ 40,382	(\$ 255,000)	(\$ 116,710)	(\$ 331,328)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Purchase of Capital Assets	\$ -0-	(\$ 6,296)	(\$ 282,822)	(\$ 289,118)
Proceeds from Sale of Assets	-0-	-0-	522	522
Principal Paid on Debt	(447,735)	(330,000)	-0-	(777,735)
Interest Paid on Debt	(54,544)	(8,250)	-0-	(62,794)
Net Cash Provided (Used) by Capital and Related Financing Activities	(\$ 502,279)	(\$ 344,546)	(\$ 282,300)	(\$ 1,129,125)
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of Investments	(\$ 4,709)	(\$ 3,589,943)	(\$ 1,877,770)	(\$ 5,472,422)
Interest Received on Investments	254	15,190	14,058	29,502
Net Cash Provided (Used) by Investing Activities	(\$ 4,455)	(\$ 3,574,753)	(\$ 1,863,712)	(\$ 5,442,920)
Net Increase (Decrease) in Cash	\$ 15,277	(\$ 3,044,499)	(\$ 1,350,337)	(\$ 4,379,559)
Cash - Beginning	-0-	4,425,009	2,493,480	6,918,489
Cash - Ending	\$ 15,277	\$ 1,380,510	\$ 1,143,143	\$ 2,538,930
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating Income (Loss)	\$ 190,210	\$ 1,456,040	\$ 558,354	\$ 2,204,604
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:				
Depreciation	235,702	122,702	200,714	559,118
(Increase) Decrease in:				
Accounts Receivable	12,633	(236,517)	13,047	(210,837)
Other Receivable	-0-	(188,279)	-0-	(188,279)
Increase (Decrease) in:				
Accounts Payable	36,946	(284,594)	33,597	(214,051)
Compensated Absences	1,949	23,118	26,195	51,262
Pension Liability	4,189	20,760	26,863	51,812
OPEB Obligation	-0-	-0-	53,615	53,615
Landfill Postclosure Liability	-0-	216,570	-0-	216,570
Net Cash Provided (Used) by Operating Activities	\$ 481,629	\$ 1,129,800	\$ 912,385	\$ 2,523,814
NONCASH INVESTING, CAPITAL AND FINANCING ACTIVITIES				
Loss on Disposal of Capital Assets	\$ -0-	(\$ 1,077)	(\$ 12,374)	(\$ 13,451)
Amortization of Premiums and Discounts	(\$ 11,441)	(\$ 899)	\$ -0-	(\$ 12,340)
Change in Fair Value of Investments	\$ 190	\$ 2,107	\$ 4,400	\$ 6,697

CITY OF SAN ANGELO, TEXAS

Internal Service Fund Descriptions

For the Year Ended September 30, 2016

INTERNAL SERVICE FUNDS

To report any activity that provides goods or services to other funds, departments, or agencies of the primary government and its component units on a cost-reimbursement basis.

Vehicle Maintenance Fund – To account for fuel, oil, and the maintenance and upkeep on City and school district vehicles.

Employee/Retiree Health Fund – To account for health insurance claims and the cost of medical treatment of employees, retirees, and their dependents.

Property and Casualty Insurance Fund – To account for general and automobile liability and property damage coverage for City property and vehicles.

Workers Compensation Insurance Fund – To account for workers compensation coverage for City employees.

Communications Fund – To account for the operations of the City's radio communications system.

CITY OF SAN ANGELO, TEXAS

Combining Statement of Net Position - Internal Service Funds

As of September 30, 2016

	Vehicle Maintenance	Employee/ Retiree Health	Property and Casualty Insurance	Workers' Compensation Insurance	Communications	Total
ASSETS AND DEFERRED OUTFLOWS						
Assets:						
Current Assets						
Cash and Cash Equivalents	\$ 687,752	\$ 1,737	\$ 535,718	\$ 661,345	\$ 64	\$ 1,886,616
Investments	76,235	4,215	1,275,950	1,063,523	155	2,420,078
Receivables:						
Accrued Interest	2,617	-0-	-0-	-0-	1,205	3,822
Accounts	73,334	116,890	-0-	207	-0-	190,431
Less: Allowance for Uncollectibles	-0- (	116,890)	-0-	-0-	-0- (	116,890)
Due from Other Funds	-0-	-0-	-0-	8	-0-	8
Inventories	51,087	-0-	-0-	-0-	1,772	52,859
Total Current Assets	\$ 891,025	\$ 5,952	\$ 1,811,668	\$ 1,725,083	\$ 3,196	\$ 4,436,924
Noncurrent Assets						
Capital Assets:						
Buildings	\$ 390,269	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 390,269
Improvements Other Than Buildings	66,093	-0-	-0-	-0-	5,237,312	5,303,405
Machinery and Equipment	578,179	-0-	-0-	1,278	147,976	727,433
Construction in Progress	-0-	-0-	-0-	-0-	7,938,953	7,938,953
Less: Accumulated Depreciation	(951,591)	-0-	-0- (	1,278)	(2,990,253)	(3,943,122)
Total Noncurrent Assets	\$ 82,950	\$ -0-	\$ -0-	\$ -0-	\$ 10,333,988	\$ 10,416,938
Total Assets	\$ 973,975	\$ 5,952	\$ 1,811,668	\$ 1,725,083	\$ 10,337,184	\$ 14,853,862
DEFERRED OUTFLOWS OF RESOURCES						
Deferred Amounts Related to Pensions	\$ 308,340	\$ 41,779	\$ -0-	\$ 104,428	\$ 79,169	\$ 533,716
Total Deferred Outflows of Resources	\$ 308,340	\$ 41,779	\$ -0-	\$ 104,428	\$ 79,169	\$ 533,716
LIABILITIES						
Current Liabilities:						
Accounts Payable	\$ 147,524	\$ 60,418	\$ 13,007	\$ 39,954	\$ 41,526	\$ 302,429
Due to Other Funds	-0-	93,078	-0-	-0-	4,699,170	4,792,248
Noncurrent Liabilities Due Within One Year	-0-	1,008,531	248,814	964,243	7,416	2,229,004
Total Current Liabilities	\$ 147,524	\$ 1,162,027	\$ 261,821	\$ 1,004,197	\$ 4,748,112	\$ 7,323,681
Noncurrent Liabilities Due After One Year						
Net Pension Obligation	588,562	102,589	601,339	1,654,887	33,704	2,981,081
	795,031	113,691	-0-	284,173	215,438	1,408,333
Total Liabilities	\$ 1,531,117	\$ 1,378,307	\$ 863,160	\$ 2,943,257	\$ 4,997,254	\$ 11,713,095
DEFERRED INFLOWS OF RESOURCES						
Deferred Amounts Related to Pensions	\$ 12,112	\$ 2,603	\$ -0-	\$ 35,138	\$ 9,781	\$ 59,634
Total Deferred Inflows of Resources	\$ 12,112	\$ 2,603	\$ -0-	\$ 35,138	\$ 9,781	\$ 59,634
NET POSITION						
Net Investment in Capital Assets	\$ 82,950	\$ -0-	\$ -0-	\$ -0-	\$ 10,333,988	\$ 10,416,938
Unrestricted	(343,864)	(1,333,179)	948,508	(1,148,884)	(4,924,670)	(6,802,089)
Total Net Position	(\$ 260,914)	(\$ 1,333,179)	\$ 948,508	(\$ 1,148,884)	\$ 5,409,318	\$ 3,614,849

CITY OF SAN ANGELO, TEXAS

**Combining Statement of Revenues, Expenses, and Changes in Fund Net Position -
Internal Service Funds**

For the Year Ended September 30, 2016

	Vehicle Maintenance	Employee/ Retiree Health	Property and Casualty Insurance	Workers' Compensation Insurance	Communications	Total
OPERATING REVENUES						
Charges for Sales and Services:						
Sales and Service	\$ 3,318,648	\$ 7,819,606	\$ 1,028,144	\$ 1,285,631	\$ 634,878	\$ 14,086,907
Other	120,035	299,969	-0-	-0-	167,753	587,757
Total Operating Revenues	<u>\$ 3,438,683</u>	<u>\$ 8,119,575</u>	<u>\$ 1,028,144</u>	<u>\$ 1,285,631</u>	<u>\$ 802,631</u>	<u>\$ 14,674,664</u>
OPERATING EXPENSES						
Cost of Sales and Services:						
Administrative	\$ 3,715,511	\$ 8,752,961	\$ 1,225,278	\$ 1,678,490	\$ 799,659	\$ 16,171,899
Depreciation	34,313	-0-	-0-	-0-	539,283	573,596
Total Operating Expenses	<u>\$ 3,749,824</u>	<u>\$ 8,752,961</u>	<u>\$ 1,225,278</u>	<u>\$ 1,678,490</u>	<u>\$ 1,338,942</u>	<u>\$ 16,745,495</u>
Operating Income (Loss)	<u>(\$ 311,141)</u>	<u>(\$ 633,386)</u>	<u>(\$ 197,134)</u>	<u>(\$ 392,859)</u>	<u>(\$ 536,311)</u>	<u>(\$ 2,070,831)</u>
NONOPERATING REVENUES (EXPENSES)						
Investment Income:						
Interest	\$ 4,433	\$ 3,235	\$ 11,084	\$ 10,085	\$ 878	\$ 29,715
Change in Fair Value of Investments	392	5,486	6,569	5,475	-0-	17,922
Gain (Loss) on Sale of Capital Assets	7,037	-0-	-0-	-0-	-0-	7,037
Total Nonoperating Revenues (Expenses)	<u>\$ 11,862</u>	<u>\$ 8,721</u>	<u>\$ 17,653</u>	<u>\$ 15,560</u>	<u>\$ 878</u>	<u>\$ 54,674</u>
Income (Loss) Before Contributions, Special Items, and Transfers	<u>(\$ 299,279)</u>	<u>(\$ 624,665)</u>	<u>(\$ 179,481)</u>	<u>(\$ 377,299)</u>	<u>(\$ 535,433)</u>	<u>(\$ 2,016,157)</u>
CONTRIBUTIONS AND TRANSFERS						
Transfers In	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Transfers Out	-0-	-0-	-0-	-0-	-0-	-0-
Total Contributions and Transfers	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
Change in Net Position	<u>(\$ 299,279)</u>	<u>(\$ 624,665)</u>	<u>(\$ 179,481)</u>	<u>(\$ 377,299)</u>	<u>(\$ 535,433)</u>	<u>(\$ 2,016,157)</u>
Net Position - Beginning	38,365	(708,514)	1,127,989	(771,585)	3,077,905	2,764,160
Restatement of Beginning Net Position	-0-	-0-	-0-	-0-	2,866,846	2,866,846
Net Position - Ending	<u>(\$ 260,914)</u>	<u>(\$ 1,333,179)</u>	<u>\$ 948,508</u>	<u>(\$ 1,148,884)</u>	<u>\$ 5,409,318</u>	<u>\$ 3,614,849</u>

CITY OF SAN ANGELO, TEXAS

Combining Statement of Cash Flows - Internal Service Funds

For the Year Ended September 30, 2016

	Vehicle Maintenance	Employee/ Retiree Health	Property & Casualty Insurance	Workers' Compensation Insurance	Communications	Total
CASH FLOWS FROM OPERATING ACTIVITIES						
Cash Received from Customers	\$ 3,451,764	\$ 8,153,620	\$ -0-	\$ -0-	\$ -0-	\$ 11,605,384
Cash Received from Other Funds for Interfund Services Provided	-0-	-0-	-0-	-0-	802,631	802,631
Cash Received from Reinsurance	-0-	-0-	1,028,144	1,285,631	-0-	2,313,775
Cash Paid to Suppliers for Goods and Services	(2,697,113)	(907,144)	(1,081,950)	1,938	(3,594,866)	(8,279,135)
Cash Paid for Insurance Claims and Premiums	-0-	(6,899,599)	-0-	(876,062)	-0-	(7,775,661)
Cash Paid for Employee Services and Benefits	(883,205)	(128,733)	-0-	(272,485)	(83,411)	(1,367,834)
Net Cash Provided (Used) by Operating Activities	(\$ 128,554)	\$ 218,144	(\$ 53,806)	\$ 139,022	(\$ 2,875,646)	(\$ 2,700,840)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES						
Transfers In	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Short-Term Interfund Loans Received	-0-	(1,145,263)	-0-	(8)	4,580,628	3,435,357
Net Cash Provided (Used) by Non-Capital Financing Activities	\$ -0-	(\$ 1,145,263)	\$ -0-	(\$ 8)	\$ 4,580,628	\$ 3,435,357
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Acquisition of Capital Assets	(\$ 32,452)	\$ -0-	\$ -0-	\$ -0-	(\$ 1,705,520)	(\$ 1,737,972)
Capital Grants Received	-0-	-0-	-0-	-0-	-0-	-0-
Proceeds from Sale of Assets	14,074	-0-	-0-	-0-	-0-	14,074
Net Cash Provided (Used) by Capital and Related Financing Activities	(\$ 18,378)	\$ -0-	\$ -0-	\$ -0-	(\$ 1,705,520)	(\$ 1,723,898)
CASH FLOWS FROM INVESTING ACTIVITIES						
Purchase of Investments	(\$ 9,710)	\$ 925,621	(\$ 162,518)	(\$ 135,461)	(\$ 21)	\$ 617,911
Interest Received on Investments	2,922	3,235	13,199	11,200	623	31,179
Net Cash Provided (Used) by Investing Activities	(\$ 6,788)	\$ 928,856	(\$ 149,319)	(\$ 124,261)	\$ 602	\$ 649,090
Net Increase (Decrease) in Cash	(\$ 153,720)	\$ 1,737	(\$ 203,125)	\$ 14,753	\$ 64	(\$ 340,291)
Cash - Beginning	841,472	-0-	738,843	646,592	-0-	2,226,907
Cash - Ending	\$ 687,752	\$ 1,737	\$ 535,718	\$ 661,345	\$ 64	\$ 1,886,616
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES						
Operating Income (Loss)	(\$ 311,141)	(\$ 633,386)	(\$ 197,134)	(\$ 392,859)	(\$ 536,311)	(\$ 2,070,831)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities						
Depreciation	34,313	-0-	-0-	-0-	539,283	573,596
(Increase) Decrease in Accounts Receivable	13,081	34,045	-0-	-0-	-0-	47,126
(Increase) Decrease in Inventories	(7,530)	-0-	-0-	-0-	34	(7,496)
(Increase) Decrease in Deferred Charges	-0-	(27,320)	-0-	(33,114)	-0-	(60,434)
Increase (Decrease) in Accounts Payable	25,198	28,810	(40,381)	37,799	(2,869,164)	(2,817,738)
Increase (Decrease) in Insurance Claims Payable	-0-	769,563	183,709	456,079	-0-	1,409,351
Increase (Decrease) in OPEB Obligation	48,137	15,903	-0-	16,117	-0-	80,157
Increase (Decrease) in Net Pension Obligation	42,344	32,062	-0-	35,117	7,316	116,839
Increase (Decrease) in Compensated Absences	27,044	(1,533)	-0-	19,883	(16,804)	28,590
Net Cash Provided (Used) by Operating Activities	(\$ 128,554)	\$ 218,144	(\$ 53,806)	\$ 139,022	(\$ 2,875,646)	(\$ 2,700,840)
NON-CASH INVESTING, CAPITAL AND FINANCING ACTIVITIES						
Gain on Disposal of Capital Assets	\$ 7,037	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 7,037
Change in Fair Value of Investments	\$ 392	\$ 5,486	\$ 6,569	\$ 5,475	\$ -0-	\$ 17,922

CITY OF SAN ANGELO, TEXAS

Agency Funds Description

For the Year Ended September 30, 2016

FIDUCIARY FUNDS

To report assets held in a trust or agency capacity for others and, therefore, cannot be used to support the government's own programs. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

CJC Agency Fund – To account for fines and fees collected on behalf of the State of Texas.

CITY OF SAN ANGELO, TEXAS

Statement of Changes in Assets and Liabilities -
CJC Agency Fund

For the Year Ended September 30, 2016

	Beginning Balance	Additions	Deletions	Ending Balance
ASSETS				
Cash	\$ 332,326	\$ 1,297,452	\$ 1,305,089	\$ 324,689
Total Assets	\$ 332,326	\$ 1,297,452	\$ 1,305,089	\$ 324,689
LIABILITIES				
Accounts Payable	\$ 30	\$ 60	\$ 90	\$ -0-
Due to Other Governments	332,296	1,286,021	1,293,628	324,689
Total Liabilities	\$ 332,326	\$ 1,286,081	\$ 1,293,718	\$ 324,689

CITY OF SAN ANGELO, TEXAS

Discretely Presented Component Units Description

For the Year Ended September 30, 2016

DISCRETELY PRESENTED COMPONENT UNIT

Additional information for the discretely presented component units referred to in the notes to the financial statements is provided:

Development Corporation - To administer funds received under the type B City sales tax for economic development.

CITY OF SAN ANGELO, TEXAS

Combining Balance Sheet -
Discretely Presented Component Units

As of September 30, 2016

	Development Corporation
ASSETS	
Assets:	
Cash and Cash Equivalents	\$ 4,047,015
Investments	8,999,952
Accounts Receivable	55,622
Due from Other Governments	1,394,922
Advances to Other Funds	273,594
Prepays	29,633
Total Assets	<u>\$ 14,800,738</u>
LIABILITIES	
Accounts Payable	\$ 882,557
Total Liabilities	<u>\$ 882,557</u>
FUND BALANCES	
Nonspendable	\$ 273,594
Restricted	13,644,589
Committed	-0-
Assigned	-0-
Unassigned	-0-
Total Fund Balances	<u>\$ 13,918,183</u>
Total Liabilities and Fund Balances	<u>\$ 14,800,740</u>

**RECONCILIATION OF THE COMPONENT UNITS' BALANCE SHEETS TO THE
STATEMENT OF NET POSITION**

Fund Balances - Component Units	\$ 13,918,183
Capital assets used in component units are not financial resources, and therefore, are not reported in the balance sheets. The net effect - increases (decrease) in net position - of including capital assets are:	
Beginning of the Year Cost	3,198,468
Beginning of the Year Accumulated Depreciation	(459,472)
Current Year Depreciation	(100,248)
Capital Asset Disposal	(600)
Net Position of Component Units	<u>\$ 16,556,331</u>

CITY OF SAN ANGELO, TEXAS

**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances -
Discretely Presented Component Units**

For the Year Ended September 30, 2016

	Development Corporation
REVENUES	
Taxes:	
Sales	\$ 8,226,791
Intergovernmental	2,437
Charges for Services	45,221
Investment Income - Interest	51,131
Total Revenues	<u>\$ 8,325,580</u>
EXPENDITURES	
Operating Expenditures	\$ 12,278,211
(Gain) or Loss on Sale of Capital Assets	(57,208)
Total Expenditures	<u>\$ 12,221,003</u>
Excess (Deficiency) of Revenues	
Over (Under) Expenditures	<u>(\$ 3,895,423)</u>
Net Change in Fund Balances	(\$ 3,895,423)
Fund Balances - Beginning	17,813,604
Fund Balances - Ending	<u><u>\$ 13,918,181</u></u>

**RECONCILIATION OF THE COMPONENT UNITS' STATEMENT OF REVENUES, TO
EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF
ACTIVITIES**

Total Net Change in Fund Balances - Component Units	(\$ 3,895,423)
Depreciation does not require the use of current financial resources, and therefore, is not reported as an expenditure. The current year's depreciation decreases Net Position.	(100,250)
Capital Asset Disposal	<u>(600)</u>
Change in Net Position of Component Units	<u><u>(\$ 3,996,273)</u></u>

CITY OF SAN ANGELO, TEXAS

Statistical Section Narrative

For the Year Ended September 30, 2016

STATISTICAL SECTION

This part of the City of San Angelo's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and Required Supplementary Information says about the City's overall financial health.

Such statistical information includes:

Financial Trends – These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity – These schedules contain information to help the reader assess the City's most significant local revenue sources, gas, and sales tax revenues.

Debt Capacity – These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information – These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information – These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

STATISTICAL SECTION
(UNAUDITED - for Analytical Purposes Only)

This part of City of San Angelo's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

TABLE	CONTENTS
	Financial Trends <i>These tables contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.</i> Entity-wide information: 1 Net position by component, last ten fiscal years 2 Changes in net position, last ten fiscal years Governmental Funds Information: 3 Fund balances, last ten fiscal years 4 Changes in fund balances, last ten fiscal years
	Revenue Capacity <i>These tables contain information to help the reader assess the City's most significant local revenue source, the property tax. Also included is some additional information on sales tax revenue.</i> 5 Assessed value and actual value of taxable property, last ten fiscal years 6 Direct and overlapping property tax rates, last ten fiscal years 7 Principal property taxpayers, current year and nine years ago 8 Property tax levies and collections, last ten fiscal years 9 Direct and overlapping sales tax rates, last ten fiscal years 10 Sales tax revenue by industry, current year and five years ago
	Debt Capacity <i>These tables present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.</i> 11 Ratios of outstanding debt by type, last ten fiscal years 12 Ratios of net general bonded debt outstanding, last ten fiscal years 13 Direct and overlapping governmental activities debt 14 Pledged revenue coverage, last ten fiscal years
	Demographic and Economic Information <i>These tables offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and to help make comparisons over time and with other governments.</i> 15 Demographic and economic statistics, last ten calendar years 16 Principal employers, current year and five years ago
	Operating Information <i>These tables contain information about the City's operations and resources to help the reader understand how the City's financial information relates to the services the City provides and activities it performs.</i> 17 Full-time equivalent City employees by department, last ten fiscal years 18 Operating indicators, last ten fiscal years 19 Capital asset statistics, last ten fiscal years

Sources: Unless otherwise noted, the information in these tables is derived from the comprehensive annual financial reports for the relevant year.

CITY OF SAN ANGELO
NET POSITION BY COMPONENT,
LAST TEN FISCAL YEARS
(UNAUDITED - accrual basis of accounting)

	Fiscal Year									
	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
Governmental Activities:										
Net Investment in Capital Assets	\$ 47,251,737	\$ 22,683,705	\$ 36,872,153	\$ 37,922,031	\$ 27,779,895	\$ 33,286,143	\$ 28,137,141	\$ 29,944,984	\$ 30,724,967	\$ 26,507,028
Restricted	34,668,116	16,248,477	11,346,760	11,346,760	21,358,553	24,796,775	24,383,653	20,074,040	19,037,199	15,864,132
Unrestricted	(63,955,519)	(16,545,241)	18,705,893	1,809,832	11,860,302	12,762	(4,917,254)	8,244,853	6,957,095	7,202,670
Total Governmental Activities Net Position	<u>\$ 17,964,334</u>	<u>\$ 22,386,941</u>	<u>\$ 66,924,806</u>	<u>\$ 51,078,623</u>	<u>\$ 60,998,750</u>	<u>\$ 58,095,680</u>	<u>\$ 47,603,540</u>	<u>\$ 58,263,877</u>	<u>\$ 56,719,261</u>	<u>\$ 49,573,830</u>
Business-type Activities:										
Net Investment in Capital Assets	\$ 168,098,952	\$ 161,562,185	\$ 137,816,767	\$ 59,580,126	\$ 111,718,102	\$ 133,918,235	\$ 135,862,187	\$ 74,764,222	\$ 92,803,487	\$ 85,210,087
Restricted	25,759,916	59,362,529	23,471,674	23,485,718	57,337,080	9,934,203	7,845,711	10,566,326	13,865,935	12,379,385
Unrestricted	9,725,257	(28,886,311)	25,651,846	91,981,182	(4,216,773)	13,994,167	10,016,280	59,078,105	31,563,088	29,870,656
Total Business-type Activities Net Position	<u>\$ 203,584,125</u>	<u>\$ 192,038,403</u>	<u>\$ 186,940,287</u>	<u>\$ 175,047,026</u>	<u>\$ 164,838,409</u>	<u>\$ 157,846,605</u>	<u>\$ 153,724,178</u>	<u>\$ 144,408,653</u>	<u>\$ 138,232,510</u>	<u>\$ 127,460,128</u>
Primary Government:										
Net Investment in Capital Assets	\$ 215,350,689	\$ 184,245,890	\$ 174,688,920	\$ 97,502,157	\$ 139,497,997	\$ 167,204,378	\$ 163,999,328	\$ 104,709,206	\$ 123,528,454	\$ 111,717,115
Restricted	60,428,032	75,611,006	34,818,434	34,832,478	78,695,633	34,730,978	32,229,364	30,640,366	32,903,134	28,243,517
Unrestricted	(54,230,262)	(45,431,552)	44,357,739	93,791,014	7,643,529	14,006,929	5,099,026	67,322,958	38,520,183	37,073,326
Total Primary Government Net Position	<u>\$ 221,548,459</u>	<u>\$ 214,425,344</u>	<u>\$ 253,865,093</u>	<u>\$ 226,125,649</u>	<u>\$ 225,837,159</u>	<u>\$ 215,942,285</u>	<u>\$ 201,327,718</u>	<u>\$ 202,672,530</u>	<u>\$ 194,951,771</u>	<u>\$ 177,033,958</u>

CITY OF SAN ANGELO
CHANGES IN NET POSITION,
LAST TEN FISCAL YEARS
(UNAUDITED - accrual basis of accounting)

Table 2

	Fiscal Year									
	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
Expenses										
Governmental Activities:										
General Government	\$ 15,503,820	\$ 14,693,548	\$ 9,351,776	\$ 12,180,551	\$ 10,863,197	\$ 10,965,462	\$ 7,619,436	\$ 6,646,545	\$ 7,373,754	\$ 7,436,815
Public Safety	45,843,672	40,093,771	37,912,268	36,925,673	36,379,803	33,867,601	37,296,403	33,647,466	30,224,043	28,997,960
Public Works and Transportation	12,554,602	10,151,004	7,271,354	9,379,877	8,123,640	7,863,396	10,034,118	11,465,247	10,379,312	9,201,056
Public Facilities	3,790,497	2,742,085	2,574,982	2,616,279	2,468,554	2,261,854	4,315,945	3,451,101	3,135,275	3,108,835
Health and Human Services	3,697,454	3,222,433	2,989,869	3,033,911	3,288,315	4,112,967	4,202,814	3,811,667	4,289,756	3,452,185
Culture Parks and Recreation	8,076,896	7,147,927	6,513,566	7,619,225	5,999,809	4,534,751	6,016,419	5,495,089	4,738,321	5,804,458
Economic Development	392,494	368,283	495,557	1,211,080	3,463,923	4,193,681	4,974,088	2,284,947	2,683,897	1,960,406
Urban Redevelopment and Housing	1,051,058	938,418	970,756	1,552,520	2,163,356	3,084,266	2,491,213	1,079,130	1,338,756	1,412,580
Interest and Fiscal Charges	2,153,962	2,350,993	2,539,485	840,512	1,878,828	1,371,616	2,110,568	1,650,181	1,202,158	1,043,647
Total Governmental Activities Expenses	\$ 93,064,455	\$ 81,708,462	\$ 70,619,613	\$ 75,359,628	\$ 74,629,425	\$ 72,255,594	\$ 79,061,004	\$ 69,531,373	\$ 65,365,272	\$ 62,417,942
Business-type Activities:										
Water	\$ 17,183,317	\$ 16,783,235	\$ 16,064,612	\$ 15,711,368	\$ 18,985,682	\$ 15,680,907	\$ 17,863,109	\$ 16,841,412	\$ 15,429,289	\$ 14,502,556
Sewer	8,873,695	8,170,739	7,268,532	7,564,628	10,742,627	9,732,614	10,820,699	9,238,932	8,545,263	7,306,901
Transit	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	105	43,237
Airport	4,506,411	3,813,818	3,783,952	2,938,311	4,171,162	3,665,909	2,824,518	3,881,134	3,070,025	2,187,103
State Office Building	1,127,308	993,803	1,140,737	1,061,772	1,272,338	1,671,974	1,046,448	1,205,244	1,049,558	939,674
Solid Waste	786,709	491,075	1,876,321	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Stormwater	2,032,021	1,952,448	2,069,601	1,454,672	-0-	-0-	-0-	-0-	-0-	-0-
Total Business-type Activities Expenses	\$ 34,509,461	\$ 32,205,118	\$ 32,203,755	\$ 28,730,751	\$ 35,171,809	\$ 30,751,404	\$ 32,554,774	\$ 31,166,722	\$ 28,094,240	\$ 24,979,471
Total Primary Government Expenses	\$ 127,573,916	\$ 113,913,580	\$ 102,823,368	\$ 104,090,379	\$ 109,801,234	\$ 103,006,998	\$ 111,615,778	\$ 100,698,095	\$ 93,459,512	\$ 87,397,413
Program Revenues										
Governmental Activities:										
Charges for services:										
General Government	\$ 1,263,453	\$ 1,175,801	\$ 1,127,007	\$ 1,255,367	\$ 1,341,469	\$ 1,231,983	\$ 3,261,098	\$ 365,176	\$ 311,837	\$ 423,099
Public Safety	6,503,328	6,027,415	5,777,959	6,436,072	6,877,504	6,316,188	6,078,350	6,520,317	5,133,992	4,850,220
Public Works and Transportation	1,096,279	1,011,878	971,276	1,081,898	1,156,103	1,061,746	135,554	1,779,392	1,861,205	1,872,751
Public Facilities	642,393	591,151	567,979	632,669	676,062	620,884	410,061	691,555	673,038	480,933
Health and Human Services	902,281	793,706	773,866	862,005	921,127	845,948	426,735	363,074	322,506	305,963
Culture, Parks and Recreation	403,454	372,065	357,236	397,923	425,215	390,511	286,462	451,051	347,718	116,981
Economic Development	257,524	238,744	228,843	254,907	272,390	250,159	35,336	-0-	-0-	-0-
Urban Redevelopment and Housing	19,077	17,603	16,898	18,823	20,114	18,472	-0-	-0-	186,105	125,420
Operating Grants and Contributions	3,443,621	3,243,424	3,093,348	3,445,662	3,681,990	3,381,480	5,413,539	3,236,474	4,297,830	4,124,169
Capital Grants and Contributions	5,167,884	279,866	266,916	297,316	317,708	291,777	1,311,784	190,823	259,401	287,822
Total Governmental Activities Program Revenues	\$ 19,699,294	\$ 13,751,653	\$ 13,181,328	\$ 14,682,642	\$ 15,689,682	\$ 14,409,148	\$ 17,358,919	\$ 13,597,862	\$ 13,393,632	\$ 12,587,358
Business-type Activities:										
Water	\$ 28,438,454	\$ 24,155,233	\$ 25,255,292	\$ 25,539,687	\$ 27,301,830	\$ 23,324,070	\$ 20,818,217	\$ 20,719,288	\$ 19,609,055	\$ 16,292,190
Sewer	11,808,606	11,062,765	11,169,732	11,282,467	13,435,701	15,033,265	13,585,101	11,721,899	11,555,165	8,880,868
Transit	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	2,813
Airport	1,664,125	1,330,236	1,246,710	2,287,792	1,437,400	1,418,125	1,455,673	1,777,390	1,965,685	1,356,901
State Office Building	1,276,717	1,220,429	1,201,085	1,191,259	1,161,119	1,157,281	1,160,080	1,409,987	1,121,358	1,109,857
Solid Waste	2,235,398	1,928,017	7,642,056	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Stormwater	2,590,375	2,545,923	2,665,234	2,588,676	-0-	-0-	-0-	-0-	-0-	-0-
Operating Grants and Contributions	-0-	-0-	-0-	1,984	1,658	350	4,530	3,700,086	-0-	15,821
Capital Grants and Contributions	1,024,628	876,929	1,527,019	980,899	1,117,448	1,715,694	4,228,460	-0-	5,344,583	2,188,246
Total Business-type Activities Program Revenues	\$ 49,038,303	\$ 43,119,532	\$ 50,707,128	\$ 43,872,764	\$ 44,455,156	\$ 42,648,785	\$ 41,252,061	\$ 39,328,650	\$ 39,595,846	\$ 29,846,696
Total Primary Government Program Revenues	\$ 68,737,597	\$ 56,871,185	\$ 63,888,456	\$ 58,555,406	\$ 60,144,838	\$ 57,057,933	\$ 58,610,980	\$ 52,926,512	\$ 52,989,478	\$ 42,434,054
Net (Expense) / Revenue										
Governmental Activities	(\$ 73,365,161)	(\$ 67,956,809)	(\$ 57,438,285)	(\$ 60,676,986)	(\$ 58,939,743)	(\$ 57,846,446)	(\$ 61,702,085)	(\$ 55,933,511)	(\$ 51,971,640)	(\$ 49,830,584)
Business-type Activities	14,528,842	10,914,414	18,503,373	15,142,013	9,283,347	11,897,381	8,697,287	8,161,928	11,501,606	4,867,225
Total Primary Government Net Expense	(\$ 58,836,319)	(\$ 57,042,395)	(\$ 38,934,912)	(\$ 45,534,973)	(\$ 49,656,396)	(\$ 45,949,065)	(\$ 53,004,798)	(\$ 47,771,583)	(\$ 40,470,034)	(\$ 44,963,359)

(Continued)

CITY OF SAN ANGELO
CHANGES IN NET POSITION,
LAST TEN FISCAL YEARS
(UNAUDITED - accrual basis of accounting)

Table 2

	Fiscal Year									
	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
General Revenues and Other Changes in Net Position										
Governmental Activities:										
Taxes										
Property Taxes	\$ 38,061,931	\$ 36,040,174	\$ 35,886,552	\$ 31,726,116	\$ 28,675,344	\$ 28,515,143	\$ 27,818,552	\$ 26,840,692	\$ 25,598,986	\$ 24,376,737
Sales Taxes	17,147,214	19,253,436	18,948,114	17,257,554	22,633,111	20,200,646	18,757,222	19,638,399	19,425,593	18,575,337
Franchise Taxes	4,349,480	4,472,891	4,362,554	3,934,338	3,885,969	3,841,056	4,947,607	4,988,087	3,769,280	3,821,051
Other Taxes	2,334,928	2,780,823	3,599,661	3,168,436	2,489,412	1,908,202	1,709,757	1,743,442	1,812,447	1,537,181
Penalty, Interest and Fees on Delinquent Taxes	337,978	-0-	336,332	372,288	223,844	342,355	321,794	281,677	253,465	277,283
Unrestricted Grants and Contributions	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Investment Income	691,470	446,208	222,538	149,045	264,080	589,133	382,714	1,146,836	1,834,249	2,509,201
Miscellaneous	1,235,450	975,710	1,299,586	1,983,470	677,892	239,334	3,252,130	1,900,396	3,475,404	309,039
Gain (Loss) on Sale of Capital Assets	-0-	-0-	519,315	(3,357)	694,080	(154,962)	162,906	704,084	588,859	713,515
Transfers	4,800,468	5,825,678	3,775,844	4,197,654	2,299,082	7,389,201	273,971	(1,663,614)	2,358,788	2,391,214
Total Governmental Activities	\$ 68,958,919	\$ 69,794,920	\$ 68,950,496	\$ 62,785,544	\$ 61,842,814	\$ 62,870,108	\$ 57,626,653	\$ 55,579,999	\$ 59,117,071	\$ 54,510,558
Business-type Activities										
Investment Income	\$ 582,468	\$ 411,913	\$ 147,684	\$ 118,321	\$ 183,002	\$ 129,755	\$ 249,049	\$ 772,953	\$ 1,498,511	\$ 1,428,905
Unrestricted Grants and Contributions	-0-	-0-	4,225	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Gain (Loss) on Sale of Capital Assets	663,072	24,947	157,227	(30,138)	50,245	14,074	53,218	(8,736)	131,053	44,630
Special Item-Transfer Capital Assets to Concho	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Valley Transit District	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Transfers	(4,800,468)	(5,825,678)	(3,775,844)	(4,197,654)	(2,299,082)	(7,389,201)	275,380	1,114,061	(2,358,788)	(2,391,214)
Total Business-type Activities	(\$ 3,554,928)	(\$ 5,388,818)	(\$ 3,466,708)	(\$ 4,109,471)	(\$ 2,065,835)	(\$ 7,245,372)	\$ 577,647	\$ 1,878,278	(\$ 729,224)	(\$ 917,679)
Total Primary Government	<u>\$ 65,403,991</u>	<u>\$ 64,406,102</u>	<u>\$ 65,483,788</u>	<u>\$ 58,676,073</u>	<u>\$ 59,776,979</u>	<u>\$ 55,624,736</u>	<u>\$ 58,204,300</u>	<u>\$ 57,458,277</u>	<u>\$ 58,387,847</u>	<u>\$ 53,592,879</u>
Change in Net Position										
Governmental Activities	(\$ 4,406,243)	\$ 1,838,111	\$ 11,512,211	\$ 2,108,558	\$ 2,903,071	\$ 5,023,662	(\$ 4,075,432)	(\$ 353,512)	\$ 7,145,431	\$ 4,679,974
Business-type Activities	10,973,914	5,525,596	15,036,665	11,032,542	7,217,512	4,652,009	9,274,934	10,040,206	10,772,382	3,949,546
Total Primary Government	<u>\$ 6,567,671</u>	<u>\$ 7,363,707</u>	<u>\$ 26,548,876</u>	<u>\$ 13,141,100</u>	<u>\$ 10,120,583</u>	<u>\$ 9,675,671</u>	<u>\$ 5,199,502</u>	<u>\$ 9,686,694</u>	<u>\$ 17,917,813</u>	<u>\$ 8,629,520</u>

CITY OF SAN ANGELO
FUND BALANCES, GOVERNMENTAL FUNDS,
LAST TEN FISCAL YEARS
(UNAUDITED - modified accrual basis of accounting)

	Fiscal Year									
	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
General Fund:										
Nonspendable	\$ 44,988	\$ 23,407	\$ 18,724	\$ 18,724	\$ -0-	\$ -0-	\$ -0-	\$ 483,839	\$ 370,128	\$ 516,000
Restricted	-0-	-0-	-0-	-0-	-0-	554,938	-0-	-0-	-0-	-0-
Committed	-0-	-0-	-0-	375,219	-0-	-0-	-0-	-0-	-0-	-0-
Assigned	13,950,805	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Unassigned	24,846,560	35,932,736	30,347,858	21,450,995	15,552,359	12,055,562	5,936,110	6,773,819	9,387,096	9,681,083
Total General Fund	<u>\$ 38,842,353</u>	<u>\$ 35,956,143</u>	<u>\$ 30,366,582</u>	<u>\$ 21,844,938</u>	<u>\$ 15,552,359</u>	<u>\$ 12,610,500</u>	<u>\$ 5,936,110</u>	<u>\$ 7,257,658</u>	<u>\$ 9,757,224</u>	<u>\$ 10,197,083</u>
Development Corporation:										
Nonspendable	\$ 273,594	\$ 275,839	\$ 306,933	\$ 352,899	\$ 10,011,793	\$ 14,191,183	\$ 13,635,280	\$ 11,307,171	\$ 10,691,521	\$ 8,376,204
Restricted	13,644,587	17,537,765	13,715,612	9,896,715	-0-	-0-	-0-	-0-	-0-	-0-
Committed	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Assigned	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Unassigned	-0-	-0-	-0-	-0-	-0-	-0-	-0-	2,943,620	-0-	-0-
Total Development Corporation	<u>\$ 13,918,181</u>	<u>\$ 17,813,604</u>	<u>\$ 14,022,545</u>	<u>\$ 10,249,614</u>	<u>\$ 10,011,793</u>	<u>\$ 14,191,183</u>	<u>\$ 13,635,280</u>	<u>\$ 14,250,791</u>	<u>\$ 10,691,521</u>	<u>\$ 8,376,204</u>
Other Governmental Funds:										
Nonspendable	\$ 12,747,748	\$ 12,747,748	\$ -0-	\$ -0-	\$ -0-	\$ -0-	\$ 10,845,080	\$ 10,362,082	\$ 9,888,063	\$ 9,290,055
Restricted	3,355,777	3,500,930	14,754,510	13,112,031	12,580,265	11,967,745	-0-	-0-	-0-	-0-
Committed	224,988	210,128	214,544	195,544	195,409	274,426	-0-	-0-	-0-	-0-
Assigned	-0-	3,876,293	2,174,422	1,383,199	701,355	501,489	-0-	-0-	-0-	-0-
Unassigned, reported in:										
Special revenue funds	-0-	-0-	857,949	(386,968)	(102,430)	-0-	757,627	432,407	172,308	(334,867)
Capital projects funds	26,750,698	16,889,602	4,312,945	5,953,205	9,690,599	19,926,627	19,140,068	24,851,206	19,199,055	21,678,764
Permanent Funds	-0-	-0-	-0-	-0-	-0-	-0-	8,030	629,266	844,703	677,989
Total Other Governmental Funds	<u>\$ 43,079,211</u>	<u>\$ 37,224,701</u>	<u>\$ 22,314,370</u>	<u>\$ 20,257,011</u>	<u>\$ 23,065,198</u>	<u>\$ 32,670,287</u>	<u>\$ 30,750,805</u>	<u>\$ 36,274,961</u>	<u>\$ 30,104,129</u>	<u>\$ 31,311,941</u>
Total All Governmental Funds	<u>\$ 95,839,745</u>	<u>\$ 90,994,448</u>	<u>\$ 66,703,497</u>	<u>\$ 52,351,563</u>	<u>\$ 48,629,350</u>	<u>\$ 59,471,970</u>	<u>\$ 50,322,195</u>	<u>\$ 57,783,410</u>	<u>\$ 50,552,874</u>	<u>\$ 49,885,228</u>

Table 4

CITY OF SAN ANGELO
CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS,
LAST TEN FISCAL YEARS
(UNAUDITED - modified accrual basis of accounting)

	Fiscal Year									
	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
Revenues										
Taxes	\$ 62,298,826	\$ 62,509,576	\$ 63,784,662	\$ 56,905,030	\$ 58,034,537	\$ 54,701,851	\$ 53,360,648	\$ 53,174,028	\$ 50,739,596	\$ 48,540,214
Licenses and Permits	956,392	826,482	916,819	806,257	787,612	788,344	749,994	956,430	824,044	837,712
Intergovernmental	2,219,581	2,484,974	2,247,654	3,015,193	3,495,356	4,935,935	5,802,593	2,879,754	3,745,158	3,312,779
Charges for Services	8,387,995	6,609,817	6,233,192	7,522,933	7,964,663	6,587,116	6,507,228	6,259,958	4,795,470	4,109,843
Fines and Forfeits	2,621,105	2,995,256	3,209,901	2,813,772	2,994,371	3,360,423	3,376,374	2,795,338	2,963,407	3,037,725
Investment Income	643,833	424,050	211,041	135,729	247,146	571,502	355,807	1,082,591	1,704,198	2,264,004
Other Revenues	6,595,059	1,884,996	1,873,348	2,989,974	1,321,283	1,064,749	3,761,586	2,654,253	2,333,272	1,501,820
Total Revenues	\$ 83,722,791	\$ 77,735,151	\$ 78,476,617	\$ 74,188,888	\$ 74,844,968	\$ 72,009,920	\$ 73,914,230	\$ 69,802,352	\$ 67,105,145	\$ 63,604,097
Expenditures										
General Government	\$ 10,869,576	\$ 10,011,264	\$ 9,477,008	\$ 9,366,929	\$ 9,870,672	\$ 9,213,186	\$ 6,980,931	\$ 7,262,219	\$ 7,281,505	\$ 5,831,349
Public Safety	38,904,221	36,350,918	35,320,291	34,062,079	33,814,811	32,602,167	32,343,040	31,163,741	28,830,029	27,409,244
Public Works and Transportation	11,523,740	9,540,184	6,913,690	8,767,928	7,610,698	7,424,858	9,401,330	10,743,236	9,002,408	8,366,998
Public Facilities	998,644	914,595	1,013,884	889,044	674,273	676,047	2,294,330	2,357,480	2,150,597	2,009,509
Health and Human Services	3,334,684	3,009,616	2,848,160	2,842,001	3,120,047	3,931,698	3,815,320	3,659,902	4,211,926	3,318,347
Culture, Parks and Recreation	6,121,336	5,414,918	5,311,249	6,292,490	4,748,136	3,902,147	4,737,786	4,699,118	4,387,184	4,978,438
Economic Development	392,494	368,283	495,557	747,629	3,417,503	4,158,511	4,936,385	2,269,164	2,683,061	1,514,009
Urban Redevelopment and Housing	1,018,949	913,145	932,510	1,498,100	2,249,530	3,003,707	2,462,664	1,025,893	1,479,027	1,398,735
Capital Outlay	9,283,468	5,738,482	4,217,544	5,795,660	17,642,496	15,097,659	9,112,226	9,180,567	14,770,926	8,238,495
Debt Service:										
Principal	5,409,500	2,292,000	2,862,000	9,401,601	3,370,218	2,679,000	3,616,500	5,655,000	3,340,000	4,545,000
Interest and Fees	2,381,580	2,138,538	2,159,487	2,133,148	2,314,013	2,211,093	2,155,932	1,876,287	1,491,273	1,217,998
Total Expenditures	\$ 90,238,192	\$ 76,691,943	\$ 71,551,380	\$ 81,796,609	\$ 88,832,397	\$ 84,900,073	\$ 81,856,444	\$ 79,892,607	\$ 79,627,936	\$ 68,828,122
Excess Revenues Over (Under) Expenditures	(\$ 6,515,401)	\$ 1,043,208	\$ 6,925,237	(\$ 7,607,721)	(\$ 13,987,429)	(\$ 12,890,153)	(\$ 7,942,214)	(\$ 10,090,255)	(\$ 12,522,791)	(\$ 5,224,025)
Other Financing Sources (Uses)										
Transfers In	\$ 5,912,120	\$ 6,638,763	\$ 4,488,533	\$ 4,703,287	\$ 12,269,292	\$ 11,474,122	\$ 3,657,344	\$ 2,774,951	\$ 4,736,320	\$ 6,954,595
Debt Issue Proceeds	16,458,568	13,641,008	-0-	6,472,462	-0-	13,780,000	-0-	16,705,000	10,122,204	9,699,820
Capitalized Leases	-0-	-0-	-0-	-0-	-0-	-0-	(184,620)	-0-	663,110	-0-
Sale of Capital Assets	159,447	752,083	552,491	754,582	845,727	870,727	226,361	704,084	717,043	769,836
Transfers Out	(1,172,702)	(813,085)	(896,391)	(505,633)	(9,970,210)	(4,084,921)	(3,218,086)	(4,710,195)	(3,048,240)	(5,212,196)
Total Other Financing Sources (Uses)	\$ 21,357,433	\$ 20,218,769	\$ 4,144,633	\$ 11,424,698	\$ 3,144,809	\$ 22,039,928	\$ 480,999	\$ 15,473,840	\$ 13,190,437	\$ 12,212,055
Net Change in Fund Balances	\$ 14,842,032	\$ 21,261,977	\$ 11,069,870	\$ 3,816,977	(\$ 10,842,620)	\$ 9,149,775	(\$ 7,461,215)	\$ 5,383,585	\$ 667,646	\$ 6,988,030
Debt Service as a Percentage of Noncapital Expenditures	9.4%	6.4%	7.9%	15.2%	8.1%	7.1%	7.8%	10.8%	7.3%	9.4%

CITY OF SAN ANGELO
 ASSESSED VALUE AND ACTUAL VALUE OF TAXABLE PROPERTY,
 LAST TEN FISCAL YEARS;
(UNAUDITED)

Table 5

Fiscal Year	Tax Year	Actual Value					Less: Exemptions	Net Assessed Taxable Value	Total Direct Tax Rate
		Residential Property	Commercial Property	Industrial Property	Personal Property	Total			
2006-07	2006	2,153,077,096	637,153,512	34,613,450	557,811,547	3,382,655,605	517,486,090	2,865,169,515	0.85000
2007-08	2007	2,286,082,615	694,262,321	34,930,650	549,218,014	3,564,493,600	534,674,610	3,029,818,990	0.84000
2008-09	2008	2,502,263,186	708,020,201	30,210,850	585,056,734	3,825,550,971	490,009,599	3,335,541,372	0.82750
2009-10	2009	2,759,315,091	724,790,790	29,811,000	589,244,647	4,103,161,528	582,142,000	3,521,019,528	0.81750
2010-11	2010	2,843,511,067	704,939,433	30,058,400	584,247,824	4,162,756,724	561,216,519	3,601,540,205	0.81750
2011-12	2011	2,982,354,709	710,198,077	29,633,750	623,792,545	4,345,979,081	584,870,033	3,761,109,048	0.78600
2012-13	2012	3,126,836,948	635,385,879	33,506,700	642,047,015	4,437,776,542	692,309,826	3,745,466,716	0.78100
2013-14	2013	3,157,788,596	662,174,170	31,250,910	704,088,330	4,555,302,006	678,705,787	3,876,596,219	0.77600
2014-15	2014	3,557,375,484	724,622,860	32,217,560	762,652,660	5,076,868,564	844,657,199	4,232,211,365	0.77600
2015-16	2015	3,881,638,165	760,948,870	32,460,990	901,606,440	5,576,654,465	975,159,581	4,601,494,884	0.77600

Source: Tom Green County Appraisal District

Table 6

CITY OF SAN ANGELO
DIRECT AND OVERLAPPING PROPERTY TAX RATES
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	City's Direct Tax Rates (Per \$100 of Assessed Value)			Overlapping Rates *	
	General Fund	Debt Service Fund	Total	Tom Green County	San Angelo School District
2006-07	0.75000	0.10000	0.85000	0.52285	1.44000
2007-08	0.74000	0.10000	0.84000	0.52582	1.11000
2008-09	0.73000	0.09750	0.82750	0.52582	1.11000
2009-10	0.72000	0.09750	0.81750	0.52500	1.35250
2010-11	0.73750	0.08000	0.81750	0.52500	1.31250
2011-12	0.70600	0.08000	0.78600	0.52500	1.28000
2012-13	0.70100	0.08000	0.78100	0.52500	1.26000
2013-14	0.69600	0.08000	0.77600	0.52500	1.26000
2014-15	0.69600	0.08000	0.77600	0.51500	1.24000
2015-16	0.67740	0.09860	0.77600	0.51250	1.23500

* Includes rates for maintenance & operations and debt service.

Source: Tom Green County Appraisal District.

Table 7

CITY OF SAN ANGELO
PRINCIPAL PROPERTY TAXPAYERS
CURRENT YEAR AND NINE YEARS AGO
(UNAUDITED)

Taxpayer	Type of Business	Fiscal Year 2015-16				Fiscal Year 2006-07			
		Assessed Value	Rank	Percent of Total Assessed Value		Assessed Value	Rank	Percent of Total Assessed Value	
AEP Texas North	Utility	\$ 69,524,570	1	1.51%		\$ 45,209,290	2	1.58%	
Nabors Well Service	Petroleum Industry	62,327,600	2	1.35%					
Walmart/Sam's	Retail	54,166,310	3	1.18%		38,337,571	3	1.34%	
Ethicon, Inc	Manufacturing	47,509,596	4	1.03%		48,216,774	1	1.68%	
Langford Wind Energy (NRG)	Utility	45,879,006	5	1.00%					
Hirschfeld Industries	Manufacturing	41,908,320	6	0.91%					
LCRA Transmission Service	Utility	38,288,960	7	0.83%					
Pumpco	Petroleum Industry	35,305,270	8	0.77%					
San Angelo Community Medical	Medical	33,950,260	9	0.74%		36,861,801	5	1.29%	
Verizon Southwest	Utility	28,632,080	10	0.62%		37,904,350	4	1.32%	
Shannon Medical Center	Medical					21,798,461	6	0.76%	
Cox Communication	Cable TV					19,039,027	7	0.66%	
Sunset Mall, Inc.	Real Estate					16,584,580	8	0.58%	
Jim Bass Ford, Inc.	Automotive					13,440,384	9	0.47%	
Town & Country Food Stores	Retail					12,708,873	10	0.44%	
		<u>\$ 457,491,972</u>		<u>9.94%</u>		<u>\$ 290,101,111</u>		<u>10.12%</u>	
Total Assessed Value		<u>\$ 4,601,494,884</u>				<u>\$ 2,865,169,515</u>			

Table 8

CITY OF SAN ANGELO
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Taxes Levied for the Fiscal Year	Subsequent Adjustments	Collected within the Fiscal Year of Levy		Collections in Subsequent Years	Total Collections to Date	
			Amount	Percent of Levy		Amount	Percent of Levy
2006-07	24,353,960	-0-	23,872,659	98.02%	363,576	24,236,235	99.52%
2007-08	25,450,480	-0-	24,896,126	97.82%	392,691	25,288,817	99.36%
2008-09	26,714,703	-0-	25,928,360	97.06%	555,708	26,484,068	99.14%
2009-10	27,789,598	-0-	26,871,734	96.70%	502,131	27,373,865	98.50%
2010-11	28,319,334	-0-	27,606,888	97.48%	411,298	28,018,186	98.94%
2011-12	28,356,670	-0-	27,881,820	98.33%	211,413	28,093,233	99.07%
2012-13	29,278,418	-0-	28,570,061	97.58%	515,007	29,085,068	99.34%
2013-14	30,082,389	-0-	29,583,219	98.34%	404,512	29,987,731	99.69% **
2014-15	32,771,396	229,083	32,290,409	98.53%	415,937	32,706,346	99.11% **
2015-16	35,569,387	214,162	34,998,697	98.40%	416,701	35,415,398	98.97% **

Source: Tom Green County Appraisal District.

** Penalty and Interest not included

Table 9

CITY OF SAN ANGELO
 DIRECT and OVERLAPPING SALES TAX RATES
 LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	City Direct Rate	Tom Green County	State of Texas
2006-07	1.50%	0.50%	6.25%
2007-08	1.50%	0.50%	6.25%
2008-09	1.50%	0.50%	6.25%
2009-10	1.50%	0.50%	6.25%
2010-11	1.50%	0.50%	6.25%
2011-12	1.50%	0.50%	6.25%
2012-13	1.50%	0.50%	6.25%
2013-14	1.50%	0.50%	6.25%
2014-15	1.50%	0.50%	6.25%
2015-16	1.50%	0.50%	6.25%

Source: State of Texas Comptroller

Table 10

CITY OF SAN ANGELO
SALES TAX REVENUE BY INDUSTRY
LAST TEN FISCAL YEARS

	<u>2015-16</u>	<u>2014-15</u>	<u>2013-14</u>	<u>2012-13</u>	<u>2011-12</u>	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>	<u>2007-08</u>	<u>2006-07</u>
Agriculture, Forestry, Fishing, and Hunting	\$ 47,211	\$ 46,385	\$ 37,568	\$ 36,839	\$ 19,527	\$ 12,334	\$ 12,470	\$ 12,772	\$ 12,016	\$ 10,278
Mining, Oil and Gas	346,879	767,728	429,088	402,265	280,351	233,512	136,976	337,716	224,846	158,033
Utilities	58,381	87,880	53,777	41,687	35,275	25,453	27,833	6,164	21,356	-0-
Construction	549,393	522,345	450,768	436,994	386,899	347,833	425,429	623,753	449,448	411,212
Manufacturing	976,073	1,333,468	944,269	710,688	455,474	410,242	377,766	455,053	515,534	531,954
Wholesale Trade	1,609,563	1,735,430	1,219,857	1,075,020	855,832	710,629	689,171	852,549	779,932	902,534
Retail Trade	11,647,853	12,253,082	11,640,218	10,869,678	9,905,872	9,427,001	9,360,450	9,865,920	9,417,233	8,594,013
Transportation and Warehousing	79,455	102,107	91,993	83,802	71,069	45,011	7,083	9,104	7,635	7,935
Information	1,216,797	1,167,114	1,035,657	949,969	878,883	851,731	808,930	812,000	725,070	738,449
Finance and Insurance	36,262	41,043	35,754	34,687	35,805	31,064	29,879	32,023	25,338	25,877
Real Estate, Rental and Leasing	429,211	528,890	392,044	422,161	273,286	188,169	161,881	209,195	221,773	187,237
Professional, Scientific and Technical	352,274	300,996	190,827	181,968	142,006	231,099	149,079	193,466	161,776	181,196
Admin. Support and Waste Management	555,283	517,954	456,665	397,017	403,471	377,877	404,636	419,696	422,147	387,224
Educational Services	3,176	3,838	3,704	4,567	3,820	3,671	4,230	6,032	6,844	6,960
Health Care Social Assistance	81,637	77,685	83,371	79,529	71,754	78,101	62,061	64,850	92,038	78,460
Arts, Entertainment and Recreation	186,234	170,099	162,358	157,981	139,611	134,153	139,107	142,694	132,267	120,400
Accommodation and Food Service	3,213,328	3,195,109	2,911,178	2,708,992	2,446,771	2,280,349	2,209,333	2,212,483	2,075,792	1,927,279
Other Services	1,005,837	899,882	784,784	708,350	631,693	535,614	533,677	560,704	481,069	460,940
TAX LIABILITY	<u>\$ 22,394,847</u>	<u>\$ 23,751,035</u>	<u>\$ 20,923,880</u>	<u>\$ 19,302,193</u>	<u>\$ 17,037,398</u>	<u>\$ 15,923,844</u>	<u>\$ 15,539,990</u>	<u>\$ 16,816,173</u>	<u>\$ 15,772,114</u>	<u>\$ 14,729,981</u>

Source: State of Texas Comptroller

Note: Calendar year 2015 is the most current year available.

CITY OF SAN ANGELO
RATIOS OF OUTSTANDING DEBT BY TYPE,
LAST TEN FISCAL YEARS
(UNAUDITED)

Table 11

Fiscal Year	Governmental Activities					Business-type Activities						
	General Obligation Bonds	Certificates of Obligation		Notes Payable	Capital Leases	Water and Sewer Revenue Bonds	General Obligation Debt	Notes Payable	Capital Leases	Total Primary Government	Percent of Personal Income a	Per Capita a
		Ad Valorem Tax Supported	Sales Tax Supported									
2006-07	2,965,000	12,215,000	14,995,000	-0-	-0-	19,605,000	50,830,000	-0-	-0-	100,610,000	3.59%	1,112
2007-08	2,520,000	10,170,000	24,290,000	-0-	663,110	18,110,000	49,260,000	-0-	-0-	105,013,110	3.50%	1,143
2008-09	2,080,329	22,615,000	23,310,000	-0-	507,996	16,545,000	47,524,671	-0-	-0-	112,582,996	3.68%	1,222
2009-10	1,595,592	20,355,000	22,300,000	-0-	345,980	14,915,000	45,649,408	-0-	-0-	105,160,980	3.06%	1,128
2010-11	1,085,608	17,310,000	29,375,000	2,035,000	-0-	-0-	50,945,000	120,496,936	-0-	231,660,000	6.58%	2,471
2011-12	555,428	15,930,000	28,065,000	1,928,000	-0-	-0-	47,125,000	114,647,114	-0-	218,425,001	4.79%	2,278
2012-13	5,895,000	14,450,000	26,710,000	1,821,000	-0-	-0-	48,565,000	108,877,820	-0-	210,755,000	4.62%	2,162
2013-14	5,820,000	13,175,000	25,305,000	1,714,000	-0-	-0-	44,900,000	103,152,899	-0-	192,000,000	3.97%	1,969
2014-15	19,000,000	12,530,000	23,845,000	1,607,000	-0-	-0-	40,145,000	97,390,827	-0-	194,517,827	3.69%	1,936
2015-16	49,355,000	2,165,000	13,185,000	1,500,000	-0-	-0-	35,095,000	91,628,594	-0-	192,928,594	3.66%	1,921

Notes: Details of the City's outstanding debt are in the notes to the financial statements.

- a. See Table 15 for personal income and population data. These ratios are calculated using personal income and population for the prior calendar year.

CITY OF SAN ANGELO
RATIOS OF NET GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS
(UNAUDITED)

Table 12

Fiscal Year	Ad Valorem Tax Supported	Percent of Actual Value of Taxable Property	Per Capita	Other General Obligation Debt		Total General Obligation Debt	Percent of Actual Value of Taxable Property	Per Capita
	Net General Bonded Debt			Sales Tax Supported	Business-type Activities Revenue Supported			
2006-07	15,180,000	0.26%	89.70	14,995,000	50,830,000	81,005,000	1.57%	917.38
2007-08	12,690,000	0.45%	171.91	24,290,000	49,260,000	86,240,000	2.39%	953.11
2008-09	24,695,329	0.36%	140.25	23,310,000	47,524,671	95,530,000	2.42%	1,039.73
2009-10	21,950,592	0.65%	268.78	22,300,000	45,649,408	89,900,000	2.50%	975.59
2010-11	18,395,608	0.53%	238.21	29,375,000	50,945,000	98,715,608	2.19%	1,059.18
2011-12	16,485,428	0.48%	213.63	28,065,000	47,125,000	91,675,428	5.57%	977.78
2012-13	20,345,000	0.41%	189.05	26,710,000	48,565,000	95,620,000	5.03%	997.22
2013-14	18,995,000	0.48%	222.08	25,305,000	44,900,000	89,200,000	4.75%	914.95
2014-15	31,530,000	0.62%	318.57	23,845,000	40,145,000	95,520,000	1.88%	965.09
2015-16	51,520,000	0.92%	512.89	13,185,000	35,095,000	99,800,000	1.79%	993.53

CITY OF SAN ANGELO
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF SEPTEMBER 30, 2016
(UNAUDITED)

Governmental Unit	Debt Outstanding	As of	Estimated Percentage Applicable a	Estimated Share of Overlapping Debt
Debt Repaid With Property Taxes				
San Angelo Independent School District	\$ 110,304,982	9/30/2016	100.00%	\$ 110,304,982
Tom Green County	50,000,000	9/30/2016	82.02%	41,010,000
Grape Creek Independent School District	2,970,000	9/30/2016	0.24%	7,128
Subtotal Overlapping Debt				\$ 151,322,110
City of San Angelo Direct Debt			b	64,705,000
Total Direct & Overlapping Debt				\$ 216,027,110

Sources: Taxable value used to estimate applicable percentages provided by Tom Green County Appraisal District.
Outstanding debt data provided by each governmental unit.

Notes: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This table estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

a The percentage of overlapping debt applicable is estimated using taxable property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable value that is within the City's boundaries and dividing it by each unit's taxable value.

b See Table 11 for details of the City's direct governmental activities debt.

Table 14

CITY OF SAN ANGELO
 PLEDGED-REVENUE COVERAGE
 LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Water and Sewer Revenue Bonds					
	Utility Service Charges	Less: Operating Expenses	Net Available Revenue	Debt Service		Coverage
				Principal	Interest	
2006-07	27,442,047	18,341,620	9,100,427	1,565,000	1,359,424	3.11
2007-08	33,679,319	19,516,252	14,163,067	1,495,000	982,416	5.72
2008-09	34,524,952	17,440,985	17,083,967	1,565,000	910,617	6.90
2009-10	37,806,196	23,878,347	13,927,849	1,630,000	835,431	5.65
2010-11	n/a	n/a	n/a	n/a	n/a	n/a
2011-12	n/a	n/a	n/a	n/a	n/a	n/a
2012-13	n/a	n/a	n/a	n/a	n/a	n/a
2013-14	n/a	n/a	n/a	n/a	n/a	n/a
2014-15	n/a	n/a	n/a	n/a	n/a	n/a
2015-16	n/a	n/a	n/a	n/a	n/a	n/a

CITY OF SAN ANGELO
DEMOGRAPHIC AND ECONOMIC STATISTICS,
LAST TEN CALENDAR YEARS
(UNAUDITED)

Calendar Year	Population	Personal Income	Per Capita Income	Unemployment Rate
	a	b	b	c
2006	88,300	2,639,198,700	29,889	4.20%
2007	90,483	2,803,434,789	30,983	3.70%
2008	91,880	2,997,768,760	32,627	4.00%
2009	92,149	3,062,019,121	33,229	6.20%
2010	93,200	3,432,742,400	36,832	6.50%
2011	93,759	4,377,977,000	38,592	6.40%
2012	95,887	4,620,116,000	40,152	5.28%
2013	97,492	4,753,332,000	40,779	5.10%
2014	98,975	5,187,009,000	43,791	4.20%
2015	100,450	5,273,593,000	44,072	3.10%

Sources: **a** U.S. Census Bureau.

b U.S. Department of Commerce, Bureau of Economic Analysis for the San Angelo Metropolitan Statistical Area

c San Angelo Chamber of Commerce.

Table 16

CITY OF SAN ANGELO
PRINCIPAL EMPLOYERS,
CURRENT YEAR AND NINE YEARS AGO
(UNAUDITED)

Employer	Fiscal Year 2015-16			Fiscal Year 2006-07		
	Number of Employees	Rank	Percent of Total Employment	Number of Employees	Rank	Percent of Total Employment
Goodfellow Air Force Base	5,127	1	11.90%	5,835	1	13.86%
Shannon Health System	2,712	2	6.29%	2,142	2	5.09%
San Angelo Independent School District	1,973	3	4.58%	2,013	3	4.78%
Angelo State University	1,625	4	3.77%	1,350	5	3.21%
City of San Angelo	936	5	2.17%	927	8	2.20%
San Angelo State Supported Living Center	950	6	2.20%			0.00%
San Angelo Community Medical Center	720	7	1.67%	715	9	1.70%
Ethicon (Johnson & Johnson)	650	8	1.51%	1,015	7	2.41%
SITEL, Inc.	602	9	1.40%	1,200	6	2.85%
Tom Green County	514	10	1.19%	674	10	1.60%
Verizon			0.00%	1,400	4	3.33%
	<u>15,809</u>		<u>36.68%</u>	<u>17,271</u>		<u>41.03%</u>
Total San Angelo Employment	<u>43,086</u>			<u>42,104</u>		

Sources: San Angelo Chamber of Commerce
Texas Workforce Commission

CITY OF SAN ANGELO
FULL-TIME EQUIVALENT CITY EMPLOYEES by DEPARTMENT
LAST TEN FISCAL YEARS
(UNAUDITED)

	Fiscal Year									
	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
<u>Full-time-Equivalent Employees</u>										
General Government										
City Manager	5.0	5.0	5.0	4.0	4.0	4.0	7.0	7.0	6.0	5.0
Legal, City Clerk	7.0	7.0	9.0	9.0	8.0	8.0	9.0	10.0	10.0	9.3
Real Estate	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Public Information	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Development Corporation	4.0	3.0	3.0	2.0	2.0	2.0	0.0	0.0	0.0	0.0
Human Resources	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	4.0
Building Maintenance	6.0	7.0	7.0	6.0	6.0	3.0	2.0	2.0	2.0	2.0
Construction Management	2.0	1.0	1.0	1.0	1.0	1.0	0.0	0.0	0.0	0.0
Emergency Management	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
City Health Insurance	1.0	1.0	1.0	1.0	1.0	6.0	10.0	10.0	11.0	9.0
Risk Management	4.0	4.0	4.0	4.0	4.0	4.0	4.0	3.0	3.0	5.0
Administration										
Finance, Accounting	12.0	12.0	12.0	13.0	13.0	12.0	14.0	13.0	12.0	12.0
Information Services	5.0	5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Communications	3.0	3.0	3.0	3.0	3.0	3.0	3.0	2.0	0.0	0.0
Purchasing	2.0	2.0	2.0	2.0	3.0	3.0	4.0	3.0	3.0	3.0
Municipal Court	33.0	34.0	33.0	33.0	34.0	32.0	36.0	35.5	35.5	34.0
Water Billing and Receipts	9.0	8.0	8.0	8.0	8.0	8.0	20.5	20.5	20.5	21.5
Vehicle Maintenance	17.0	18.0	17.0	17.0	19.0	19.0	19.0	19.0	20.0	21.0
Public Safety										
Police	199.0	199.0	199.0	197.0	199.0	191.0	196.0	195.0	194.0	193.0
Public Safety Communications	25.0	25.0	25.0	25.0	25.0	25.0	26.0	26.0	26.0	26.0
Fire / Ambulance	169.0	169.0	169.0	169.0	169.0	169.0	169.0	169.0	168.0	159.0
Fire Prevention	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	7.5	6.5
Community Development / Planning										
Planning	13.0	11.0	13.0	12.0	12.0	12.0	13.0	13.0	11.0	10.0
Engineering	15.0	7.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	0.0
Permits and Inspection	13.0	13.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
Code Compliance	6.0	7.0	9.0	7.0	7.0	7.0	7.0	7.0	5.0	5.0
911 Addressing	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Neighborhood and Family Services	4.0	4.0	5.0	6.0	6.0	6.0	6.0	6.0	8.0	9.0
Public Works										
Operations	5.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	11.0
Traffic / Signal	11.0	11.0	11.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
Street and Bridge	33.0	27.0	27.0	27.0	27.0	27.0	46.0	46.0	42.0	42.0
Airport	13.0	13.0	14.0	14.0	14.5	14.5	13.0	13.0	14.0	13.0
Water	109.0	113.0	112.0	113.0	114.0	116.0	108.0	105.0	103.0	98.3
Sewer	38.0	38.0	38.0	38.0	38.0	38.0	38.0	38.0	37.0	33.0
Storm Water	21.0	22.0	21.0	24.0	24.0	21.0	0.0	0.0	0.0	0.0
Health and Social Services										
Administration	2.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	2.0	2.0
Animal Control	13.0	12.0	12.0	12.0	12.0	16.0	16.0	16.0	14.0	12.0
Nursing/Immunization	2.0	3.0	3.0	4.0	5.0	5.0	5.0	6.0	6.0	6.0
Environmental Health	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	4.0	10.0
BRLHO	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.5
Bioterrorism	0.0	0.0	0.0	0.0	1.0	1.0	1.0	1.0	1.0	1.2
WIC	15.0	15.0	17.0	14.0	18.0	18.0	18.0	18.0	20.5	13.3
Social Services	0.0	0.0	0.0	0.0	0.0	0.0	6.0	6.0	6.0	7.0
Parks and Recreation										
Parks	49.0	46.0	46.0	47.0	47.0	52.0	53.7	57.7	49.8	44.0
Texas Bank Sports Complex	9.0	9.0	9.0	10.0	9.0	7.0	0.0	0.0	0.0	0.0
Recreation	7.0	7.0	7.0	7.0	10.0	9.0	13.0	12.0	13.0	23.3
Nutrition	5.0	5.0	5.0	4.0	4.7	4.7	4.7	4.7	4.7	7.0
Golf Course	0.0	0.0	0.0	0.0	0.0	0.0	3.5	3.5	3.5	3.5
Civic Events	12.0	12.0	12.0	12.0	12.0	13.0	13.0	13.0	13.0	13.0
Fort Concho	14.0	14.0	14.0	13.0	13.0	13.0	14.0	14.0	14.7	13.3
Fairmount Cemetery	6.0	6.0	6.0	6.0	6.0	7.0	7.0	9.5	9.5	10.0
State Office Building	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Total Full-time-Equivalents	942.5	926.5	930.5	928.5	943.7	941.7	969.9	968.9	952.7	941.2

Source: City of San Angelo Operating Budget

*Real Estate was previously reported under the Legal, City Clerk

Table 18

CITY OF SAN ANGELO
OPERATING INDICATORS by FUNCTION / PROGRAM
LAST TEN FISCAL YEARS
(UNAUDITED)

FUNCTION / PROGRAM	Fiscal Year									
	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
<u>General Government</u>										
Building Permits Issued	6,797	7,256	8,219	8,036	8,129	8,430	7,800	8,524	9,022	7,908
<u>Health and Human Services</u>										
Animals Registered	2,146 **	9,552	9,581 *	1,352	600	992	1,494	1,067	1,100	1,077
<u>Police</u>										
Number of Arrests	4,273	5,755	6,458	6,367	6,213	6,741	8,127	7,725	9,327	9,863
Calls for Service	95,966	97,233	102,966	98,076	89,198	89,876	101,003	106,004	98,472	100,931
<u>Fire / Ambulance</u>										
Fire Responses	6,997	7,454	8,694	6,766	6,280	6,494	6,632	6,228	6,177	6,073
Ambulance Responses	12,761	12,224	12,543	12,070	11,658	11,325	10,571	10,135	9,791	9,784
Fire Marshall Inspections	2,418	2,759	3,110	2,807	3,750	4,142	3,730	3,110	2,775	2,175
<u>Municipal Court</u>										
Parking Violations	1,183	1,630	1,782	1,859	1,800	2,377	2,371	2,133	4,264	3,665
Traffic Cases	19,860	20,078	23,688	20,731	22,872	22,319	23,548	21,947	24,274	26,557
Criminal Cases	4,613	4,803	6,124	7,485	7,961	10,321	9,206	11,893	13,095	14,228
<u>Water</u>										
Number of Customers	35,320	36,269	35,373	34,175	32,845	31,885	31,721	31,618	31,381	31,449
Average Daily Consumption (millions of gallons)	10.04	8.81	9.15	9.84	11.28	14.00	13.93	13.47	11.22	12.89
<u>Sewer</u>										
Average Daily Treatment (millions of gallons)	8.42	8.55	8.20	7.94	8.46	8.35	8.22	9.08	8.44	9.04
Number of connections	37,247	33,656	31,113	30,880	30,342	29,473	28,920	28,883	30,910	30,812
<u>Parks, Recreation and Nutrition</u>										
Number of Acres Maintained	555	695	695	695	695	723	616	595	560	560
Number of Meals Served	36,013	30,696	33,709	36,945	38,873	43,061	47,316	44,478	45,631	45,137
<u>Coliseum, Auditorium, Convention Center</u>										
Number of Events-Coliseum	140	128	141	124	134	132	84	84	90	77
Number of Events-Auditorium	-0-	-0-	-0-	-0-	-0-	-0-	-0-	68	43	37
Number of Events-Convention Center	396	602	449	546	448	476	590	351	381	260

Source: City of San Angelo Operating Budget

**Began reporting City Wide registrations in 2014 vs Animal Shelter only registrations*

***Began micro chip instead of registration in March 2016*

Table 19

CITY OF SAN ANGELO
CAPITAL ASSET STATISTICS by FUNCTION / PROGRAM
LAST TEN FISCAL YEARS
(UNAUDITED)

FUNCTION / PROGRAM	Fiscal Year									
	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07
<u>Number of Fire Stations</u>	8	8	8	8	8	8	8	8	8	8
<u>Public Works</u>										
Miles of Streets	1,689	1,160	1,149 *	707	539	533	530	526	525	523
Miles of Alleys	174	173	287	283	205	205	203	203	202	202
Number of Street Lights	5,536	5,446 **	7,212	7,194	7,214	7,119	6,882	n/a	n/a	n/a
<u>Water</u>										
Miles of Water Mains	752	756	754	750	672	656	655	653	651	643
Number of Fire Hydrants	3,051	3,036	3,030	2,965	2,933	2,713	2,703	2,698	2,651	2,633
<u>Sewer</u>										
Miles of Storm Sewers	13.50	15.91	13.02	13.02	4.90	4.90	4.90	4.90	4.90	4.90
Miles of Sanitary Sewers	489	484	484	481	471	457	456	456	454	451
<u>Parks</u>										
Number of Acres	555	555	555	555	695	723	616	595	560	560
Number of Playgrounds	18	18	18	18	26	37	29	29	27	27
Number of Tennis Courts	18	18	18	18	20	20	20	20	20	20
Number of Recreation Centers	5	5	5	5	5	5	5	5	5	5
Number of Sports Complexes	7	7	5	5	5	5	5	5	5	5

*Began reporting lane miles in 2014 vs standard miles

** Began reporting only street lights that are owned by the City in 2015

Parks



ARMSTRONG BACKUS & CO., LLP

Certified Public Accountants

CITY OF SAN ANGELO, TEXAS

Single Audit Report

For the Year Ended September 30, 2016



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CITY OF SAN ANGELO, TEXAS

Single Audit Report

For the Year Ended September 30, 2016

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**Report on Internal Control over Financial Reporting and on Compliance and Other
Matters Based on an Audit of Financial Statements Performed in Accordance with
*Government Auditing Standards***

Independent Auditors' Report

Honorable Mayor
Members of the City Council
City of San Angelo, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of San Angelo, Texas (the "City"), as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the City of San Angelo, Texas' basic financial statements and have issued our report thereon dated March 16, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of San Angelo, Texas' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of San Angelo, Texas' internal control. Accordingly, we do not express an opinion of the effectiveness of City of San Angelo, Texas' internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying Schedule of Findings and Questioned Costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the

accompanying Schedule of Findings and Questioned Costs to be material weaknesses: 2016-001, 2016-002, and 2016-003.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying Schedule of Findings and Questioned Costs to be a significant deficiency: 2016-004.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of San Angelo, Texas' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of San Angelo, Texas' Response to Findings

City of San Angelo, Texas' response to the findings identified in our audit are described in the accompanying Schedule of Findings and Questioned Costs. City of San Angelo, Texas' response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Armstrong, Backus & Co., L.L.P.

San Angelo, Texas
March 16, 2017





Report on Compliance For Each Major Federal Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Independent Auditors' Report

Honorable Mayor and City Council
City of San Angelo, Texas

Report on Compliance for Each Major Federal Program

We have audited City of San Angelo, Texas' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of City of San Angelo, Texas' major federal programs for the year ended September 30, 2016. City of San Angelo, Texas' major federal programs are identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of City of San Angelo, Texas' major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of *Title 2 U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about City of San Angelo, Texas' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of City of San Angelo, Texas' compliance.

Opinion on Each Major Federal Program

In our opinion, City of San Angelo, Texas complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2016.

Report on Internal Control over Compliance

Management of City of San Angelo, Texas is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered City of San Angelo, Texas' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of City of San Angelo, Texas' internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of City of San Angelo, Texas as of and for the year ended September 30, 2016, and have issued our report thereon dated March 16, 2017, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to



the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the financial statements as a whole.

Armstrong, Backus & Co., L.L.P.

San Angelo, Texas
March 16, 2017



CITY OF SAN ANGELO, TEXAS

Schedule of Expenditures of Federal Awards

For the Year Ended September 30, 2016

Federal Grantor/Pass-Through Grantor/Program Title	Grant Number	Federal CFDA Number	Pass-Through Entity Identifying Number	Disbursements/ Expenditures	Pass-Through Amount to Subrecipients
U.S. DEPARTMENT OF AGRICULTURE					
<i>Passed-Through the Texas Department of State Health Services:</i>					
Special Supplemental Nutrition Program For Women, Infants and Children (WIC)	2014-045049-001	10.557	537	\$ 820,237	\$ -0-
				<u>\$ 820,237</u>	<u>\$ -0-</u>
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
<i>Direct Programs:</i>					
Community Development Block Grant	B-14-MC-48-0025	14.218	n/a	\$ 97,217	\$ -0-
Community Development Block Grant	B-15-MC-48-0025	14.218	n/a	660,639	-0-
				<u>\$ 757,856</u>	<u>\$ -0-</u>
HOME Investment Partnership Program	M12-MC-48-0224	14.239	n/a	\$ 875	\$ -0-
HOME Investment Partnership Program	M13-MC-48-0224	14.239	n/a	130,859	28,493
HOME Investment Partnership Program	M14-MC-48-0224	14.239	n/a	32,310	-0-
HOME Investment Partnership Program	M15-MC-48-0224	14.239	n/a	193,488	120,691
				<u>\$ 357,532</u>	<u>\$ 149,184</u>
U.S. DEPARTMENT OF TRANSPORTATION					
<i>Direct Programs:</i>					
Airport Improvement Program	3-48-0191-033-2012	20.106	n/a	\$ 760,050	\$ -0-
				<u>\$ 760,050</u>	<u>\$ -0-</u>
<i>Passed-Through the Texas Department of Transportation</i>					
Highway Research, Planning and Construction	50-14XF0014	20.205	601	\$ 133,921	\$ -0-
				<u>\$ 133,921</u>	<u>\$ -0-</u>
U.S. DEPARTMENT OF JUSTICE					
<i>Direct Programs:</i>					
2015 Justice Assistance Grant	2015-DJ-BX-0583	16.738	n/a	\$ 20,137	\$ -0-
				<u>\$ 20,137</u>	<u>\$ -0-</u>
U.S. DEPARTMENT OF HOMELAND SECURITY					
<i>Passed-Through the Texas Department of Public Safety:</i>					
Emergency Management Performance Grant	16TX-EMPG-0885	97.042	405	\$ 87,353	\$ -0-
				<u>\$ 87,353</u>	<u>\$ -0-</u>
U.S. DEPARTMENT OF COMMERCE - NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION					
<i>Passed-Through Adaptation International:</i>					
Rain Capture System Project at El Bosque	NA14OAR4310248	11.431	27-2361601	\$ 7,500	\$ -0-
				<u>\$ 7,500</u>	<u>\$ -0-</u>
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES					
<i>Passed-Through the Texas Department of State Health Services:</i>					
CPS Hazards Public Health Emergency Preparedness (PHEP)	2015-001269-00	93.283	537	\$ 96,625	\$ -0-
				<u>\$ 96,625</u>	<u>\$ -0-</u>
Preventive Health and Health Services Block Grant	2016-001291-00	93.991	537	\$ 119,470	\$ -0-
				<u>\$ 119,470</u>	<u>\$ -0-</u>
Texas Healthy Communities	2016-003839-00	93.991	537	\$ 49,302	\$ -0-
				<u>\$ 49,302</u>	<u>\$ -0-</u>
Preparedness and Prevention Bioterrorism Discretionary	2016-004051-00	93.069	537	\$ 21,918	\$ -0-
				<u>\$ 21,918</u>	<u>\$ -0-</u>
Total Federal Expenditures				<u>\$ 3,231,901</u>	<u>\$ 149,184</u>

CITY OF SAN ANGELO, TEXAS

Notes to the Schedule of Expenditures of Federal Awards

For the Year Ended September 30, 2016

NOTE A: GENERAL

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all applicable federal awards of the City of San Angelo for the year ended September 30, 2016. Federal awards received directly from federal agencies as well as federal awards passed through other government agencies are included on the Schedule. Federal awards include expenditures funded with program income but exclude expenditures funded with City matching funds.

Federal programs were accounted for in Special Revenue and Capital Projects governmental fund types and the Enterprise proprietary fund type.

The City has not made the election to use the 10% de minimis cost rate as covered in Uniform Guidance Section 200.414 Indirect (F&A) costs.

NOTE B: BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is presented using the modified accrual basis of accounting (accrual basis for proprietary funds) to the extent grants are approved and applicable government cost principles specified by each grant, contract, and agreement are allowed. Under those cost principles, certain types of expenditures are not allowable or are limited as to reimbursement. The City does not recover indirect costs unless expressly allowed by each award.

Federal grant revenues are generally considered to be earned to the extent of expenditures made under the provisions of the grant and, accordingly, when such funds are received, they are recorded as deferred revenues until earned.

NOTE C: SUB-RECIPIENT FUNDING

Of the federal expenditures presented in the Schedule of Expenditures of Federal Awards, the City provided federal awards to sub-recipients totaling \$149,184. These awards were funded to various sub-recipients under the HOME Investment Partnership Program as follows:

<u>Program</u>	<u>CFDA Number</u>	<u>Amount</u>
HOME Investment Partnership Program	14.239	\$ 149,184

NOTE D: OUTSTANDING LOANS

The City has provided loans through its various housing programs. The outstanding balance of loans at September 30, 2016 was \$619,960.

CITY OF SAN ANGELO, TEXAS

Schedule of Findings and Questioned Costs

For the Year Ended September 30, 2016

I. Summary of Auditors' Results

Financial Statements

Type of auditors' report issued: Unmodified opinion

Internal control over financial reporting:

Material weaknesses identified? Yes

Significant deficiencies identified that are not considered to be material weaknesses? Yes

Noncompliance material to financial statements noted? No

Federal Awards

Internal control over financial reporting:

Material weakness identified? No

Significant deficiencies identified that are not considered to be material weaknesses? No

Type of auditors' report issued on compliance for major programs: Unmodified opinion

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? No

Identification of major programs:

CFDA # 20.106 – Airport Improvement Program

CFDA #14.218 – Community Development Block Grant

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? No

II. Findings Relating to the Financial Statements

2016-001 – Inventory Observation

Type of Finding: Internal Control over Financial Reporting (Material Weakness)

Criteria: The City does not have sufficient controls in place to ensure that inventory is adjusted to physical count at fiscal year-end.

Condition/Context: The City's inventory observation occurred approximately 2 weeks prior to the fiscal year-end date. Activity between the observation date and the fiscal year-end was not properly captured and reflected in the inventory balance at fiscal year-end.

CITY OF SAN ANGELO, TEXAS

Schedule of Findings and Questioned Costs

For the Year Ended September 30, 2016

Cause/Effect: The City's experienced turnover of the inventory manager position, and the new employees failed to schedule their annual observation closer to fiscal year-end. Additionally, activity between the observation date and fiscal year-end date was not captured and reconciled to the general ledger balance on September 30, 2016. Adjustments to the inventory balances were considered for materiality prior to the issuance of the annual financial statements.

Recommendation: We recommend that management schedule a year-end inventory observation on September 30 of each subsequent year and maintain logs of inventory purchases and usage that occur following the observation. We also recommend that inventory reports be compared to observed and reconciled counts and that the balance be adjusted to agree to the physical inventory on hand as fiscal year end.

Views of Responsible Officials: Staff has already scheduled the physical inventory with the water department (Alex Maldonado, Warehouse Supervisor, and Crystal Correa, Administrative Assistant) to occur on September 29, 2017 (the last work day of the fiscal year) and reminded them of the importance of that process. The appropriate reports will be run after all inventory adjustments are made.

2016-002 – Accrued Expenses

Type of Finding: Internal Control over Financial Reporting (Material Weakness)

Criteria: The City does not have sufficient controls in place to ensure that expenses are recorded in the proper accounting period.

Condition/Context: In determining whether expenses meet the cut-off assertion, expenses should be recorded in the period in which the goods or service occurred. Expenses related to the year ended September 30, 2016 were recorded in the general ledger during the subsequent fiscal year period.

Cause/Effect: The City's accounting staff did not review subsequent year transactions and record expenses applicable to the year ended September 30, 2016 in the proper period. These expenses and related accruals were corrected prior to issuance of the annual financial statements.

Recommendation: We recommend that management identify and record subsequent year disbursements that should be accrued at fiscal year-end and properly report both liabilities and expenditures in the proper accounting period.

Views of Responsible Officials: Staff will begin to include expenses on purchase orders in our normal review of subsequent expenditures for accrual.

2016-003 – Fixed Assets

Type of Finding: Internal Control over Financial Reporting (Material Weakness)

CITY OF SAN ANGELO, TEXAS

Schedule of Findings and Questioned Costs

For the Year Ended September 30, 2016

Criteria: The City does not have sufficient controls in place to ensure that fixed assets activity is captured and properly recorded in accordance with accounting principles generally accepted in the United States of America.

Condition/Context: Fixed asset activity and general ledger balances were not properly stated in accordance with accounting principles generally accepted in the United States of America.

Cause/Effect: The City experienced turnover in the accounting position in charge of fixed assets. There was no clear process for the new staff to follow to capture fixed asset activity and properly adjust fixed asset balances. The fixed asset balances and related depreciation were corrected prior to issuance of the annual financial statements.

Recommendation: We recommend that policies be developed to train staff to capture fixed asset data at least annually and to properly record fixed asset activity to the general ledger system.

Views of Responsible Officials: Staff will continue to train on the fixed asset system and create a better process to tie-out the fixed asset PBCs.

2016-004 – Accounts Receivable

Type of Finding: Internal Control over Financial Reporting (Significant Deficiency)

Criteria: The City does not have sufficient controls in place to ensure that receivable balances agree to supporting aged receivable detail.

Condition/Context: Aged receivable details did not agree to several of their related accounts receivable balances in the general ledger.

Cause/Effect: Customer accounts are often moved within the general ledger system, but there is no known way to move the historical balances with the account information. As a result, the aged receivable detail does not agree to the related accounts receivable balances in the general ledger, and no reconciliation is performed on these accounts. The receivable balances were corrected prior to issuance of the annual financial statements.

Recommendation: We recommend that management ensure that the general ledger receivables balance are reconciled to aged receivable details at least monthly to determine that balances are properly stated.

Views of Responsible Officials: Accounting staff will work with the Billing & Receipts division to resolve receivable general ledger balances to aging reports and continue to monitor those accounts for accuracy.

III. Findings and Questioned Costs for Federal Awards

None

CITY OF SAN ANGELO, TEXAS

Status of Prior Audit Findings

For the Year Ended September 30, 2016

There were no prior year findings; therefore, Status of Prior Audit Findings – N/A.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

Consider authorizing the City Manager to negotiate and executive a contract with Antentora Architects of Austin in the amount of \$ 340,929 for architectural and design services for the renovations of Barracks 1 & 2 at Fort Concho - (Presentation by Fort Concho Manager Robert Bluthardt)

Summary/History:

Council authorized staff to negotiate a contract for architectural services with Anterora in 2016 as they were the top selection in the RFP process. Antenora would design the renovations and expansion of the Fort's Visitor Center, created in 1995, for Barracks 1 and 2. Voters approved \$1,000,000 for this project in the 2010 Section 4b Sales Tax election.

Financial Impact:

\$1,000,000 had been approved for this project in the 2010 Section 4b Sales Tax election. Fort Concho will need to raise the additional funds to complete the project as designed.

Other Information/Recommendation:

Staff recommend approval of this architectural contract.

Attachments:

1. Contract including Exhibits A-E Ft Concho.pdf

Presentation:

Robert F. Bluthardt Fort Concho Site Manager

Approvals/Reviews:

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SAN ANGELO AND ANTENORA ARCHITECTS, LLP**

This Professional Services Agreement (“Agreement”) is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation (“City”) and Antenora Architects, LLP, a (“Provider”), effective as of the 22nd day of March, 2017 (the Effective Date).

RECITAL

A. City issued a Request for Qualifications No. FC-01-16 Restoration of Barracks 1 & 2 – Visitor Center Fort Concho National Historic Landmark (“RFQ FC-01-16”), for professional architectural services (“Services”) on January 4, 2016; Provider’s response thereto (“Response”) has been selected as the most qualified Response for the provision of Services; and, Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. City wishes to engage the services of Provider, and Provider wishes to perform Services for City relating to the Fort Concho National Historic Landmark Preservation Project (“Project”) City shall perform its obligations under this agreement in good faith and at all times make reasonable attempts to maintain open communications with Provider to facilitate Providers provision for services under this Agreement.. City will not unreasonably interfere with provider’s performance of its obligations under this Agreement, except to the extent expressly provided for in this Agreement.

C. On March 21, 2017, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.

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

TERMS:

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

2. **TERM:** The term shall begin upon the execution of this Agreement and continue through completion of the activities outlined in the Scope of Services set forth herein and in **Exhibit “A”** attached hereto, and made part of this Agreement for all purposes. Performance of the Services shall be conducted within the time period described in the schedule set forth in **Exhibit “A”**. Consultant will not be responsible for schedule delays caused by the City, Agents of the City, the Project’s builder, Acts of God, or force majeure. In the event of delays not caused by Consultant, the schedule shall be revised to reflect, at least, the net effect of the delay.

3. **SCOPE OF SERVICE:**

A. Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein and in **Exhibit “A”**.

B. Provider acknowledges to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) Services will be performed in the manner described in Contract Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; and (vi) services provided under this Agreement shall be performed as

expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

4. **COMPENSATION:** Provider warrants that it has reviewed City's requirements and has asked such questions and conducted such other inquiries as Provider deemed necessary in order to determine the price Provider will charge to provide Services to be performed under this Agreement.

A. The amount of compensation payable by City to Provider shall be based on the rates and schedules described in **Exhibit "B"** hereto, which by this reference is incorporated into this Agreement.

B. Unless otherwise specifically provided in **Exhibit "B"**, payment shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed.

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

1. Exhibit "A" "Scope of Services" referenced in Paragraph 2 above;
2. Exhibit "B" "Compensation Schedule" referenced in Paragraph 4 above;
3. Exhibit "C"; "Special Insurance Rider"
4. Exhibit "D";, RFQ FC-01-16; and
5. Exhibit "E", Provider's Response to RFQ FC-01-16,

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 14. "Resolution of Contract Disputes". The interpretations will be based on the following priorities:

1. This Professional Services Agreement;
2. Exhibit "A", "Scope of Services";
3. Exhibit "B", "Compensation Schedule";
4. Exhibit "C", "Special Insurance Rider";
5. Exhibit "D", RFQ No. FC-01-16; and
6. Exhibit "E", Provider's Response to RFQ FC-01-16.

6. **OWNERSHIP OF DOCUMENTS:** Provider and the City warrant that in transmitting Instruments of Service, or any other information, the transmitting party shall be the copyright owner of such information, have permission from the copyright owner to transmit such information, or otherwise have legal authority to transmit the information for its use on the Project. If the City and Provider intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

Subject to provisions of this Agreement and applicable law, Provider and the Provider's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Provider and the Provider's consultants.

Upon execution of this Agreement, Provider grants to the City a nonexclusive perpetual license to use Provider's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Provider shall obtain similar nonexclusive licenses from the Provider's consultants consistent with this Agreement. The license granted under this section permits the City to authorize the Contractor, Subcontractors, Sub-

subcontractors, and material or equipment suppliers, as well as the City's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project.

Except for the licenses granted in this Agreement, no other license or right shall be deemed granted or implied. The City shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party separate and apart from a proprietary or managerial interest in the Project site or a Project structures, without the prior written agreement of Provider. In the event the City assigns, delegates, sublicenses, pledges, or otherwise attempts to transfer any license in violation of this Agreement, or in any manner which is not expressly authorized by this Agreement, the licenses granted by Provider to the City under this Agreement shall terminate.

Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Provider pursuant to or under the terms of this Agreement is, and shall at all times remain, the property of City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

7. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of not less than five (5) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement.

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

8. AWARD OF AGREEMENT: Provider represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

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

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

comply with any regulations enacted after the date of this Agreement, provided, however, that Provider will be entitled to compensation for any significant redesigns necessitated by regulations amended or enacted after the date of this Agreement.

11. INDEMNIFICATION AND INSURANCE. To the fullest extent permitted by law, Provider shall indemnify and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all Damages, including losses, costs, penalties, fines, damages, claims, expenses or liabilities, plus reasonable attorney's fees in proportion to the Provider's liability, to the extent that the damages are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier, committed by Provider or Provider's agent, consultant under contract, or another entity over which the Provider exercises control. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any negligent acts or omissions of Provider in performing Services under this Agreement.

For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by City but only after final adjudication and to the extent and percent that Provider or Provider's agents are found negligent or otherwise at fault.

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

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

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

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

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required, if such insurance coverage is available. City shall issue written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Provider will reasonably endeavor to provide the requested insurance, assuming that same is available. City shall be responsible for compensating Provider for any additional costs associated with any additional or different insurance that City requests during the Project. Should Provider fail to reasonably endeavor to acquire the requested change in coverage within thirty (30) days following City's written notice, Provider shall be deemed in default of this Agreement.

13. DEFAULT: If Provider materially fails to comply with any term or condition of this Agreement, or materially fails to perform any of its obligations hereunder, where such failure continues for ten (10) days after the City delivers written notice thereof to Provider, then Provider shall be in default; provided, however, that if the nature of such default is such that same cannot reasonably be cured within a ten (10) day period, then Provider shall not be deemed to be in default if: (i) Provider diligently commences to cure such default within a ten (10) day period after receipt of notice of default, and (ii) thereafter diligently proceeds to rectify and cure said default. Upon the occurrence of a default hereunder City, may terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be due and payable and returned to City.

14. RESOLUTION OF CONTRACT DISPUTES:

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation administered pursuant to American Arbitration Association Commercial Mediation Procedures before resorting to litigation or some other dispute resolution procedure.

15. TERMINATION RIGHTS:

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

B. The City's right to terminate Provider for default is governed by Section 13 "DEFAULT" above.

C. If (1) the City fails to make payments to Provider within thirty (30) days after due in accordance with this Agreement, and Provider is not in default under this Agreement, such failure shall be, at Provider's option, cause for suspension of performance of services under this Agreement. If Provider elects to suspend services, Provider shall give ten (10) days' written notice to the City before suspending services. In the event of a suspension of services pursuant to this subsection and Provider is not in default under this Agreement, Provider shall have no liability to the City for delay or damage caused the City because of such suspension of services, including any costs associated with re-procurement of Services. Before resuming services, Provider shall be paid all sums that were due under this Agreement prior to suspension so long as Provider is not in default.

16. **NONDISCRIMINATION:** Provider represents and warrants to City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

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

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

TO CITY:

City of San Angelo
Attn: City Manager
72 W. College Ave.
San Angelo, Texas 76903
Phone: (325) 657-4241

TO PROVIDER:

Antenora Architects, LLP
Attn: Michael Antenora
3410 Far West Blvd., Suite 330
Austin, Texas 78731
Phone: (512) 462-1848

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

20. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

F. Venue for any cause of action arising under this Agreement is Tom Green County, Texas.

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

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

21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their legal representatives or assigns.

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

23. **CONTINGENCY CLAUSE:** City's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination at the election of City due to lack of funds, reduction of funds or change in regulations. In such event, Provider will be entitled to payment for all services performed while Provider was not in default up to the date the City provides such notice.

24. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFQ FC-01-16.

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

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

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

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

“City”

CITY OF SAN ANGELO,

a municipal corporation of the State of Texas

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

“Provider”

ANTENORA ARCHITECTS LLP

By: _____
Michael S. Antenora, AIA, Principal
Email: Michaela@antenoraarchitects.com

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SAN ANGELO, TEXAS
AND ANTENORA ARCHITECTS LLP
RFQ FC-01-16**

APPROVED AS TO CONTENT:

Julia Antilley, Purchasing Manager

APPROVED AS TO
CONTENT:

Robert Bluthardt, Fort
Concho Manager

APPROVED AS TO CONTENT:

David Knapp, Construction Manager

APPROVED AS TO FORM

Dan Saluri, Deputy City Attorney

APPROVED FOR RISK

Charles Hagen, Risk Manager

EXHIBIT "A"
SCOPE OF SERVICES

(Following Pages)



03-10-2017

FORT CONCHO VISITOR'S CENTER – OUTLINE OF BASIC SCOPE OF WORK

- I. PHASE I – PREDESIGN
 - a. Digital scanning, surveying of Barracks 1 & 2, and development of CAD base drawings or BIM Model. (i.e. As-Builts).
 - b. Building Conditions Assessment and Cost Modeling.
 - c. Building Code Review.
 - d. Stakeholder Interviews.
 - e. Programming.
 - f. Stakeholder Review and approval of Program.*
- II. PHASE II - SCHEMATIC DESIGN
 - a. Preliminary Concept Design(s).
 - b. Cost Modeling.
 - c. Presentation to Stakeholders.
 - d. Stakeholder Review and Approval.*
 - e. Presentation to City Council.
 - f. Presentation to Texas Historical Commission [THC].
 - g. Provide duplicate of THC presentation to the National Trust for Historic Preservation [NTHP]
- III. PHASE III- DESIGN DEVELOPMENT
 - a. Development of the Concept Design.
 - b. Integration of Structural and MEP Engineering.
 - c. Cost Modeling.
 - d. Coordination with Exhibit Designer.
 - e. Stakeholder Review and Approval.*
- IV. PHASE IV- CONSTRUCTION DOCUMENTS
 - a. Production of the Contract Documents for the purposes of Bidding, Regulatory Approval and Construction.
 - b. Value Engineering (if applicable)
- V. PHASE V- BIDDING, NEGOTIATIONS AND PERMIT REVIEW
 - a. Submission of the project to the City for Building Permit.
 - b. Response to City of San Angelo Permit Review Comments.
 - c. Submission of the project to the TDLR for Accessibility Review.
 - d. Response to TDLR Accessibility Review Comments.
 - e. Assist the City with review of Competitive Proposals and selection of Contractor.
- VI. PHASE VI- CONSTRUCTION OBSERVATION & CONTRACT ADMINISTRATION**
 - a. Visit the site to conduct construction observation at intervals appropriate to the pace of construction. (15 visits total)
 - b. Observe the conditions at the site and the progress of construction.
 - c. Review the Builder's Requests for Information (RFI's) and to answer questions from the builder in regards to the design intent of the construction documents.
 - d. Review project submittals.

- e. Review the Builder's Applications for Payment and Change Orders (if applicable)
- f. Provide project punch list and project close-out.

VII. **PHASE VII – PRESENTATION SERVICES (Not in Basic Scope of Work)**

- a. By request of The City, The Architect may assist the City of San Angelo with the fundraising efforts by providing marketing and fundraising graphics. These will be provided as an additional service per our hourly rates. (Hourly rates listed below)

EXCLUSIONS AND ADDITIONAL SERVICES

Services not specifically listed above are not a part of our scope of basic services and are considered additional. We will be pleased to provide any service that we offer and that you may require. Additional services, however, are billed at our current hourly rates.

Digital Modeling, renderings, animations or any other presentation services or materials above and beyond what is required to convey design intent to the Owner (for example for marketing purposes) is excluded from this proposal and considered an additional service. Time spent towards presentation services will be billed on an hourly basis and billed under Phase VII- Presentation Services.

The work of other sub-consultants beyond those identified above including, but not limited to, Geotech Engineering, Landscape Architecture, permit/code consultants, lighting designers, interior designers, Marketing/Fundraising Graphics, A/V Systems Design, Acoustical design, Archival Systems, Signage/Wayfinding; and/or Life Safety, Environmental or Abatement consultants are excluded and considered additional. If the work of any additional consultants is required, the Owner and Architect will negotiate those sub-contracts separate from this one.

PLEASE NOTE:

- 1. *The City and Fort will appoint designated representatives who will review and approve the work of each phase of work, and authorize the commencement of the next phase.
- 2. ** Please see the attached detailed description of the services and responsibilities in Phase VI – Construction Observation and Contract Administration

HOURLY ARCHITECTURAL FEE SCHEDULE - For all work listed as hourly, we will perform the work described above at the hourly rates listed below.

Principal	\$210.00/hour
Associate Principal	\$165.00/hour
Senior Proj. Mgr.	\$165.00/Hour
Project Architect	\$150.00/hour
Project Manager	\$135.00/Hour
Intern Architect	\$110.00/hour
Draftsman/Tech	\$105.00/hour
Clerical	\$ 85.00/hour
Presentation services	\$150.00/hour (models, renderings, brochures, etc.)



March 6, 2017

PHASE VI - CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION

(Paraphrased from the AIA B101 Contract Document)

A. GENERAL

- 1.) The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Exhibit A, and the Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- 2.) The Architect's responsibility to provide PHASE VI Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

B. EVALUATIONS OF THE WORK

- 1.) The Architect, or their representatives, shall visit the site at intervals they deem appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. For the purposes of this agreement, and estimating a construction period of (7) months, the architect shall visit the site no more than (15) times. If the project schedule as determined by the builder is longer than (7) months, and the architect has already fulfilled his maximum (15) visits, the architect shall be reimbursed for the cost of additional visits for their time and their expenses plus 10% (See Hourly Rates at the end of this section). However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
- 2.) The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

B. EVALUATIONS OF THE WORK (Cont')

3.) The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.) Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

5.) Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

C. CERTIFICATES FOR PAYMENT TO CONTRACTOR

1.) The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed generally to the point indicated and that the quality of the Work is generally in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.) The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The issuance of a Certificate of Payment by the Architect shall in no event absolve the Contractor of its obligation to build the Project in strict conformance with the plans and specifications, that being solely the responsibility of the Contractor.

The Architect shall maintain a record of the Applications and Certificates for Payment.

D. SUBMITTALS

1.) The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. **The Architect shall have a minimum of 10 Business days to review and comment on submittals. The Contractor shall anticipate and incorporate this review time into their construction schedule.**

D. SUBMITTALS (Cont')

2.) In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are solely the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.) If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

4.) The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

5.) The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

CHANGES IN THE WORK

1.) The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

2.) The Architect shall maintain records relative to changes in the Work.

PROJECT COMPLETION

- 1.) As a part of their 15 predetermined number of site visits, The Architect shall conduct site observations to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final site observation indicating the Work complies with the requirements of the Contract Documents, based on information available to the Architect.
- 2.) The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- 3.) When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- 4.) The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

HOURLY ARCHITECTURAL FEE SCHEDULE *

For all work listed as hourly, including any additional services, we will perform the work described above at the hourly rates listed below.

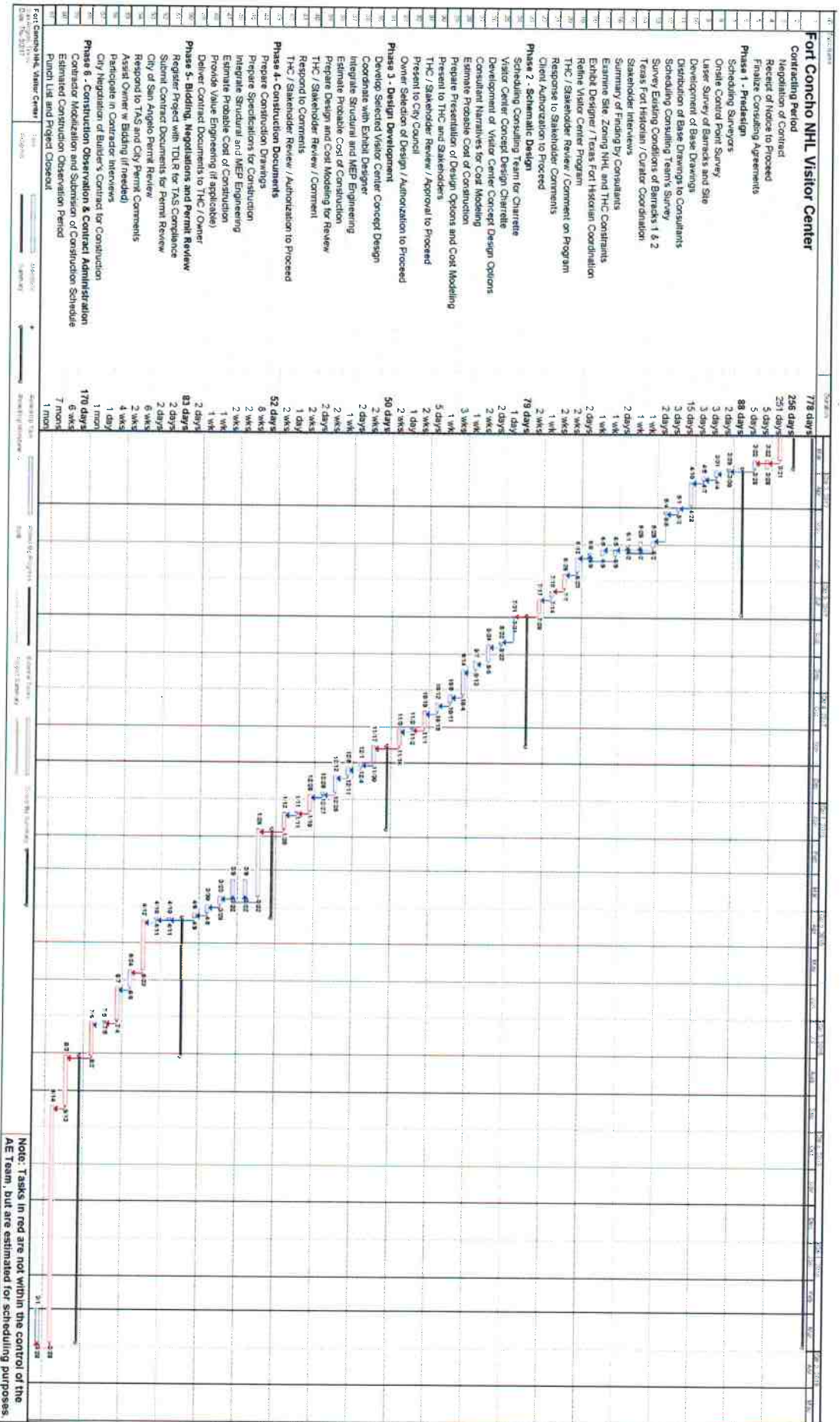
Principal	\$210.00/hour
Associate Principal	\$165.00/hour
Senior Proj. Mgr.	\$165.00/Hour
Project Architect	\$150.00/hour
Project Manager	\$135.00/Hour
Intern Architect	\$110.00/hour
Draftsman/Tech	\$105.00/hour
Clerical	\$ 85.00/hour
Presentation services	\$150.00/hour (models, renderings, brochures, etc.)

*** PLEASE NOTE:**

- 1.) The Consultants hourly rates shall be their current rates at the time of execution of the agreement.
- 2.) The Architect and Consultants reserve the right to adjust their hourly rates if the project has not reached substantial completion within 18 months of the commencement of their work.



ANTENNA ARCHITECTS LLP
Architecture • Planning • Interiors • Graphics



3400 East Blvd Ste 300 Austin, TX 78721

antennaarchitects.com

P: 512.482.1848 F: 512.482.1849

ARCHITECTURE for PEOPLE

EXHIBIT "B"
COMPENSATION

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFQ FC-01-16. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 PAYMENT OF COMPENSATION

Provider shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Provider's fees, City shall give written notice to Provider within ten (10) days of receipt of an invoice of any disputed fees set forth therein. Provider shall have ten (10) days to respond to any disputed invoices, or cure same.

2.0 REIMBURSEMENT FOR EXPENSES

Provider shall not be reimbursed for any expenses unless authorized in writing by City.

3.0 FEE SCHEDULE:

(Following Pages Attached)

SUMMARY OF FEES AND EXPENSES

Fort Concho NHL Visitor Center
March 2017

Potential Cost of Construction

\$2,100,000

Architectural Fee Summary by Phase

	Percent of Construction		
Phase I - Predesign	0.82%	\$17,130	Interviews, Consulting Team Survey and Research
Phase II - Schematic Design	1.11%	\$23,230	Creating Design Options and Cost Modeling
Phase III - Design Development	0.79%	\$16,530	Development of Design Options and Estimating
Phase IV - Construction Documents	3.94%	\$82,740	Sealed Drawings and Specifications for Construction
Phase V - Bidding, Negotiation and Permit Review	0.34%	\$7,210	Assisting in the Selection of a Qualified Contractor
Phase VI - Construction Phase Services	2.32%	\$48,720	Construction Observation and Administration
	9.31%	\$195,560	

Architecture / Engineering Fees by Phase

	Percent of Construction		Arch	Preserv	MEP	Struct	Civil
Phase I - Predesign	1.75%	\$36,810	\$17,130	\$11,100	\$4,950	\$2,145	\$1,485
Phase II - Schematic Design	1.84%	\$38,575	\$23,230	\$4,290	\$7,425	\$2,145	\$1,485
Phase III - Design Development	1.53%	\$32,100	\$16,530	\$2,040	\$9,900	\$2,145	\$1,485
Phase IV - Construction Documents	5.46%	\$114,570	\$82,740	\$4,880	\$14,850	\$7,150	\$4,950
Phase V - Bidding, Negotiation and Permit Review	0.46%	\$9,685	\$7,210	\$0	\$2,475	\$0	\$0
Phase VI - Construction Phase Services	3.16%	\$66,340	\$48,720	\$6,510	\$9,900	\$715	\$495
	14.19%	\$298,080	\$195,560	\$28,820	\$49,500	\$14,300	\$9,900

Architecture and Engineering Fees

	Percent of Construction		+10%	
Prime Architectural Fee	9.31%	\$195,560	\$195,560	See Prime Task Labor Breakdown
Preservation Consulting Fee	1.37%	\$28,820	\$28,820	See Preservation Task Labor Tab (+10% included there)
MEP Engineer	2.36%	\$45,000	\$49,500	1 Day systems survey and analysis
Structural Engineer	0.68%	\$13,000	\$14,300	1 Day structural survey and analysis
Civil Engineer	0.47%	\$9,000	\$9,900	1 Day utility and site infrastructure survey
	14.19%	\$291,380	\$298,080	

Other Professional Consulting Fees

	Percent of Construction		+10%	
Texas Fort Historian	0.24%	\$4,640	\$5,104	4 Days onsite for Stakeholder Interviews and Curator Tour
Exhibit Designer	0.33%	\$6,300	\$6,930	1 Day onsite for Stakeholder Interviews and Curator Tour
Laser Survey	0.12%	\$2,250	\$2,475	Laser Survey of Barracks 1 & 2 + Immediate Site
Control Point Survey	0.04%	\$750	\$825	Local Survey of control points for laser scan registration
Cost Estimating	0.33%	\$6,250	\$6,875	RW Brown Preservation Estimating
Accessibility Review	0.06%	\$1,100	\$1,210	TAS Plan review and Inspection
Specification Consultant	0.13%	\$2,500	\$2,750	Preservation Specification Specialist
Permit Consultant	0.08%	\$1,500	\$1,650	Guidance with THC / NPS Review of NHL Projects
	1.32%	\$25,290	\$27,819	
	15.52%	\$316,670	\$325,899	

Reimbursable Expenses

Travel Expenses for A/E and Consulting Team
Printing and Reproduction

\$12,530 Air Fare, Mileage, and Per Diem
\$2,500 Estimate for Shipping, Printing, Plotting, and Binding
\$15,030

Summary of Fees and Expenses

Architecture and Engineering Fees	\$298,080
Other Professional Consulting Fees	\$27,819
Fee Subtotal	\$325,899
Estimated Reimbursable Expenses	\$15,030
Estimated Total	\$340,929

Potential Total Project Cost

\$2,440,930

EXHIBIT "C"
SPECIAL INSURANCE RIDER

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

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

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

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

\$ 1,000,000.00	Each Accident Limit
-----------------	---------------------

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

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

1.4 Professional Liability. This insurance shall include contractual liability in its coverage and the limit of liability per claim shall not be less than:

\$ 2,000,000.00	Per Claim/Aggregate
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If Provider uses contract labor, Provider shall require its sub-provider to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein. Provider will be required to carry this professional liability during the term of the Agreement.

EXHIBIT "D"

**CITY OF SAN ANGELO
REQUEST FOR QUALIFICATIONS**

**Restoration of Barracks 1&2 – Visitor Center
Fort Concho National Historic Landmark**

RFQ No: FC-01-16

**Professional Architectural Services
Historical Site Development**



**RFQ SUBMITTAL DEADLINE
February 11, 2016, 2:00 PM Local Time**

City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4220

GENERAL

The City of San Angelo is seeking a response to this Request for Qualifications (RFQ) for Texas licensed and qualified firms, with their design team, to furnish: planning, design, design drawings, cost estimating, and construction drawings for work at Fort Concho National Historic Landmark, one of the best preserved frontier forts west of the Mississippi. Firms qualified and with experience on past projects in the design and construction of historic buildings at a multi-building historic site need only apply. It is the intention of the City in going forward with this RFQ and selection process, to retain the services of the best-qualified professionals.

A frontier post from 1867 to 1889 and a preservation project since 1928, Fort Concho is owned and operated by the City of San Angelo, Texas. The fort's twenty-six historic and support buildings serve nearly 60,000 guests annually on a forty-acre site located just south of downtown San Angelo, the community the fort helped to create in the 1870s.

From 1930 to 1995, the fort's visitor greeting area was a very small entrance hall in the Post Headquarters Building. In July of 1995, the fort moved its administrative office, gift shop, orientation exhibits, and greeting area to the west section of Barracks 1. While this space represented a major improvement in visitor services, in recent years the space has become cramped and insufficient to meet the needs of our guests.

The fort board and staff have identified a list of needs as follows:

- a visitor friendly orientation space
- a small (50-75 person capacity) space to show orientation videos and host programs
- a gift shop designed within a period theme such as a military sutler store
- a gallery for temporary exhibits and displays
- restrooms for men and women
- appropriate space for storage, janitorial supplies, and utilities
- a small room for staff/volunteers for meals, but also serviceable to support modest in-house refreshments and food for events
- a gallery with permanent exhibits to introduce the guests to local/regional history within a national context
- an administrative office for 2-3 people, accessible to the guests but not too close to the area where visitors get their orientation and briefing
- other enhancements or issues that may arise in the process

The current Visitor Center operates out of one half (west side) of Barracks 1, approximately 2,400 square feet. The east half, while structurally sound, lacks climate control and is essentially 2,112 square feet of unfinished space. The adjacent Barracks 2 has a total of 4,548 square feet with a central portion of 324 square feet and two sides of 2,112 square feet each. This building is structurally complete, but lacks climate control and is essentially unfinished. The square footage of both Barracks 1 & 2 are available to be used for the list of needs identified above.

1. Document Availability

Documents are available and may be examined or obtained without charge in the Purchasing Department, Suite 330, City Hall, San Angelo, Texas or online at <http://www.cosatx.us> by following the links:

- Departments & Services
- Purchasing
- Bid Information
- FC-01-16

A copy of the documents may be bought in the Purchasing Department for \$5.00 – no partial sets will be sold.



2. Pre-Submission Conference

Two non-mandatory pre-submission conferences will be held **January 12th and 13th, 2016, each from 1:00-2:00 P.M. Local Time**, at Fort Concho, Barracks 1/Visitor Center, 630 S. Oakes St., San Angelo, Texas. Representatives of the City will discuss the solicitation and answer questions regarding purchasing procedures. Attendees are highly encouraged to obtain all documents in advance of the conference, review the information, and prepare questions. The same information will be covered at both conferences; you do not need to attend both. Conference contact is Bob Bluthardt at 325-481-2730 or 325-234-0316.

3. Restrictions on Communication

Respondents should not communicate with: 1) elected City officials and their staff regarding the RFQ from the time the RFQ has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFQ has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or response submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification.

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract holder concerning operations
2. Private (non-business) contacts with the City by the vendor's employees acting in their personal capacity
3. Casual social contacts that do not include mention of this RFQ
4. Respondents may submit written questions concerning the meaning or intent of this RFQ shall be submitted to the Purchasing Department in writing within seven (7) days of submittal due date. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Julia Antilley, Purchasing Division Manager
Email: sapurch@cosatx.us

Please ensure the RFQ Number and Title is in the Subject Line.

Suppliers must submit their questions using the following format.

- Supplier's name, requester, and appropriate contact information
 - Clearly state the question
 - Include specific reference to the applicable solicitation document section(s)
5. Questions, if answered, will be posted in the form of an Addendum to the City's website at www.cosatx.us. Respondent is responsible for calling the City to determine if any addendums have been issued prior to their submittal. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding. It is the submitter's responsibility to ensure all addendums have been considered prior to submitting an offer.
 6. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
 7. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date.
 8. The City reserves the right to accept or reject any or all submissions, and to waive any informalities or irregularities in the RFQ process. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Respondent of this section.

4. Disqualification

The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Angelo
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State



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or Federal assistance programs.

5. Confidentiality

All responses submitted shall remain confidential. After selection of a firm, submissions will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the submission unless clearly identified as such.

6. Selection

The City reserves the right to accept or reject any or all submissions, and to waive any informalities or irregularities in the RFQ process.

The City will select the most highly qualified provider(s) of the requested services based on demonstrated competence and qualifications and then attempt to negotiate with provider(s) a contract(s) at a fair and reasonable price.

7. Proposed Terms of the Agreement

The term of the Agreement will be negotiated with the selected firm.

8. Acceptance of Content

Before submitting a response, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which their submission will rely. If the Respondent receives an offer because of its submission, failure to have made such investigation and examinations will in no way relieve the Respondent from its obligation to comply in every detail with all provisions and requirements.

9. Equal Employment Opportunity

Attention of Respondents to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

10. Modifications – Corrections, Deletions or Additions

No phone, fax, or email changes to submissions will be accepted. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to opening.

11. Submission by Corporation

Submissions by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Submissions by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Submissions by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A submission by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principle may be held to be the submission of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

Forms must be completed in ink. All blank spaces shall be filled. Submissions received without all such items completed may be considered nonresponsive.

The submitter is not required to acknowledge receipt of Addenda but shall include all addenda in submitter's response. No alterations in submissions or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the submitter. Failure to consider all Addenda's prior to submitting a submission shall be at the risk of the submitter.



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12. Withdrawal of Submission

Submissions may be modified or withdrawn by contacting the Purchasing Department and requesting withdrawal any time prior to opening of submissions. Notice must be in writing. Notices by email, fax, or phone will not be accepted.

13. Rejection of Submission

The City reserves the right to reject any and all submissions or any part thereof and shall have the right to ask for new submissions for the whole or parts, should he desire to do so.

Submissions will be rejected if:

- The Submission is not received by the Submission Opening Deadline.
- The Submission is not executed by a person authorized to enter into a contract for the company.
- The Submitter is debarred or suspended from working on federal or other government projects.

The City reserves the right to waive any or all informalities, and to reject nonconforming, non-responsive, or conditional submissions.

14. Examination of Contract Documents

Each submitter shall thoroughly examine and be familiar with this document, specifications, etc. The submission shall constitute an acknowledgment that the submitter has thoroughly examined and is familiar with the contract documents. The failure or neglect of a submitter to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his submission or to the contract.

15. Familiarization with the Type of Work

Each prospective submitter shall familiarize himself with the Work, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. He shall carefully correlate his observations with requirements of this Request and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission will constitute a representation of compliance by the submitter. There will be no subsequent financial adjustment for lack of such familiarization.

16. Site Investigation

The information contained in this document about topography, subsurface soils, subsurface structures, and any quantities based thereon, is furnished solely for the convenience of the submitter as information available at the time. The accuracy of this information is not guaranteed and the submitter is fully and solely responsible to verify pertinent information prior to submission time. Use of the information provided in no way relieves the submitter or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

17. Soils Testing Specifications

The submitter will be allowed to conduct soils investigations within the alignment of the proposed Project as they can be coordinated with the City and appropriate landowners during the submission preparation phase. All such investigations must be coordinated through the City.

18. Subcontractors and Suppliers

All submissions must include a list of proposed subcontractors and suppliers on the form included in the submission form section. Submitters are strongly encouraged to explore utilizing area subcontractors and suppliers.

19. Subcontractor Qualification

Particular consideration will be given to the qualifications of each Subcontractor proposed to perform more than 5 percent (5%) of the Work.

The successful submitter will submit to the City for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) identifying that portion of the Work to be performed by each subcontractor within fourteen (14) days of the issuance of Notice of Award.

The City will notify the successful submitter in writing if there is objection to any subcontractor, person, or organization on such list.



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The failure of the City to make any such objection prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person, or organization. Such acceptance a Subcontractor, person or organization shall not: (1) constitute a waiver of any right of the City to reject defective Work, Material, or Equipment, or Work, Material, or Equipment not in conformance with the requirements of the Contract Documents; or (2) constitute a waiver of Contractor's complete and total liability for any defective Work, Material, or Equipment, or Work Material or Equipment not in conformance with the requirements of the Contract Documents whether or not provided by or performed by any such Subcontractor.

If the City registers objection to and refuses to accept a Subcontractor, person, or organization list the successful submitter may either (1) submit an acceptable substitute or (2) withdraw his submission. If the City raises objection to a Subcontractor, person, or organization after the execution and delivery of the Agreement, the Contractor will submit an acceptable substitute and an appropriate Change Order shall be issued.

20. Suppliers

The list of Subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the submitter expects to use in the Work.

21. Copies of Contract Documents

The selected submitter to whom a contract is awarded will be furnished, without cost to him, five (5) copies of the specifications and five (5) sets of the drawings, together with all Addenda thereto. Additional copies of specifications and drawings may be obtained from the City for a fee.

22. Reservation

Submitter understands the City reserves the right to reject any irregular submission and the right to waive technicalities if such waiver is in the best interest of the City and conforms to State and local laws and ordinances pertaining to the letting of construction contracts.



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DEADLINE AND DELIVERY LOCATION

1. Deadline

Sealed RFQ submittals must be received and time stamped by **February 11, 2016, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time.

Responses received later than the specified and date will not be accepted.

2. Copies

Submit five (5) bound hard copies, one unbound original (binder clips and staples are okay), and one (1) copy in PDF format on USB flash drive of all documents.

3. Sealed Envelope Addressing

- Top Left Hand Corner: Business Name and Address
- Lower Right Hand Corner: "RFQ NO. FC-01-16/Professional Services – Fort Concho Visitor Center"

4. Delivery Instructions

Place sealed envelope in a delivery container addressed to:

USPS: Request for Qualifications
RFQ: FC-01-16/ Professional Services – Fort Concho Visitor Center
Purchasing Department
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Delivery Services: Request for Qualifications
RFQ: FC-01-16/ Professional Services – Fort Concho Visitor Center
Purchasing Department
City of San Angelo
72 West College Avenue, Suite 330
San Angelo, Texas 76903

Please ensure the delivery envelope/container is marked, "RFQ Enclosed".

It is the sole responsibility of the firm to ensure that the sealed RFQ submittal arrives at the above location by specified deadline regardless of method chosen by the firm.

Faxed or electronically transmitted RFQ submittals will not be accepted.

5. Points of Contact

Julia Antilley, Purchasing Manager
City of San Angelo
72 West College Avenue, Suite 330
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4220

Robert Bluthardt, Site Manager
City of San Angelo
Fort Concho National Historic Landmark
630 South Oakes
San Angelo, Texas 76903



TYPE OF PROFESSIONAL SERVICES REQUIRED

The following professionals should apply for consideration - **architects** with experience in historic site planning, preservation and associated projects that relate to the goals and objectives of this RFQ.

- Texas Licensed Architects with superior background, training, and qualifications, meeting all requirements of this RFQ
- Architects who have experience in similar sized, multi-building historical projects
- Architects with positive experience in Project Cost Estimating
- Architects who will be available to come to the City on a routine basis
- Architects who have formed a strong, responsible team
- Architects who have recent experience working with the historic land commission

All qualified firms shall have current licenses as required under the State of Texas for the provision of services requested by the City.

SCOPE OF SERVICES

- A. Visit with appropriate staff, board, volunteers, city officials, and other stakeholders/interested parties and assess the overall objectives for the project
- B. Study available resources and information and make recommendations for Barracks 1 and 2 that address the fort's goals and objectives.
- C. Create architectural plans, construction documents, and general estimate for costs, both direct and indirect, for the overall objectives, including issues of maintenance/operating costs and future sustainability. Deliverables may include illustrations and materials suitable for marketing of and fundraising for the project.
- D. As part of process, be present and make presentations at one Fort Concho Board meeting and one meeting of the San Angelo City Council.



REQUEST FOR QUALIFICATIONS FORMAT

In addition to all required forms and documentation, each respondent must provide the following information:

1. Executive Summary

Executive summary on firm's letterhead transmitting all required RFQ information.

2. Experience Profile

Provide a profile of experience for the Firm and all members of the firm who will be involved in the project. This section shall include but not be limited to the following:

- i. The firm's experience with historic, multi-use building projects similar to the proposed project described herein. A listing of similar projects, dates of completion, budgets, and references shall be provided.
- ii. Resumes of all key members of the firm who would be working on projects; how long the members of the firm have been working together and a list of similar projects that this individual has worked on and completed.
- iii. The list of proposed subcontractors, their area of expertise, and similar projects that the individuals have completed.

3. Insurance Coverages

Provide information on the types and amounts of insurance carried by the Firm, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage.

4. Additional Information

A Respondent may submit information it desires to demonstrate its understanding of the proposed project; anticipated approach to the project or anything it considers pertinent to this RFQ.



SELECTION PROCESS

The City's process is as follows:

- A. The selection committee (composed of professional site staff, Fort Concho board members, and other officials associated with the project) shall screen and rate all of the responses that are submitted.
- B. The selection committee will select the most qualified firms(s) and may invite them for an interview with members of the selection committee at the applicants own expense. The City shall not incur any costs for applicant preparation and/or submittal of submission.
- C. Should an interview be requested, respondents should be prepared for up to 30 minutes of presentation and 30 minutes of questions and answers.
- D. City staff will select the most qualified firm and begin contract negotiations.
- E. When services and fees are agreed upon, the selected Firm shall be offered a consulting contract subject to City Council approval.
- F. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Firm. The process shall continue until an agreement is reached with a qualified firm.
- G. This RFQ does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

The City will evaluate all responses based on the qualifications, background, training, experience, and staff qualifications. The City reserves the right to negotiate the final fee schedule, prior to recommending any Consultant for a contract.

In assessing the qualifications and choosing a firm for this project, a committee composed of the Fort Concho staff and board, and local officials, will assess a firm's talents and experiences in these relevant areas:

1. Past experience with projects of a similar nature
2. Experience in projects at multi-building historic sites
3. Knowledge and experience in current and best practices at historic sites
4. Sensitivity and experience with issues of historic preservation and related codes
5. Experience in visitor services, orientation, and guest traffic flow
6. Experience in accommodating many functions within several buildings
7. Experience in projects reflecting a high level of public input

Selection ratings will be based on **100-point scale**. Ratings shall be based on the following criteria:

- | | |
|---|-----------|
| 1. Design team experience, subcontractors, and references | 30 Points |
| 2. Past experience with projects of a similar nature | 40 Points |
| 3. Knowledge and experience in current and best practices at historic sites | 20 Points |
| 4. Experience in visitor services, orientation, and guest traffic flow | 10 Points |



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RFQ SUBMITTAL FORMS

1. Addendum Acknowledgement
2. Contractor Contact Information Form with IRS Form W-9
3. Conflict of Interest Questionnaire
4. References
5. List of Subcontractors
6. Debarment and Suspension Certification
7. Draft Contract (marked with revisions if applicable, Venue and Insurance Requirements should be left as is)



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ADDENDUM ACKNOWLEDGEMENT

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 Dated:	_____	Received:	_____
Addendum No. 2 Dated:	_____	Received:	_____
Addendum No. 3 Dated:	_____	Received:	_____

(Seal if Bidder is
Corporation)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

Note: Agents must provide evidence of authority to bind corporation.



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CONTRACTOR CONTACT INFORMATION

Please Print

Corporation Name:	
Contact Name/Position:	
Mailing Address:	
City, State Zip Code:	
Accounts Receivable Address	
City, State Zip Code	
Tax ID:	
Payment Terms:	
Telephone:	FAX:
Email:	

Attach IRS W-9 FORM

Submission by Corporation

Corporation: _____

Officer: _____

State: _____

Date: _____

ATTEST:

Secretary



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NOTICE TO VENDORS

DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/whasnew/conflictforms.htm>.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in dark ink, appearing to read "Julia Antilley", is written over a faint, circular official stamp.

Julia Antilley
Purchasing Manager



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LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO

**As defined by Chapter 176 of the Texas Local Government Code
(Revised August 2015)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3 and Mayor Pro-Tempore
Lucy Gonzales, SMD 4
Elizabeth Grindstaff, SMD5
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

John Edward Barriou, Jr. - President
Tony Villarreal - First Vice President
Tommy Hiebert - Second Vice President
Daniel Anderson - Director
Richard Crisp - Director
Juan Flores - Director
Scott Tankersley - Director

Executive Director: Roland Peña

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date



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REFERENCES

References: List five (5) projects of similar size and scope; giving company's name, owner's representative's name, , and telephone numbers for each. References must be provided for owners of similar size and scope as the proposed City project.

REFERENCE ONE

Government/Company Name: _____
Location: _____
Contact Persons and Titles: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____
Contract Amount: _____

REFERENCE TWO

Government/Company Name: _____
Location: _____
Contact Persons and Titles: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____
Contract Amount: _____

REFERENCE THREE

Government/Company Name: _____
Location: _____
Contact Persons and Titles: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____
Contract Amount: _____

REFERENCE FOUR

Government/Company Name: _____
Location: _____
Contact Persons and Titles: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____
Contract Amount: _____

REFERENCE FIVE

Government/Company Name: _____
Location: _____
Contact Persons and Titles: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____
Contract Amount: _____



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LIST OF SUBCONTRACTORS

List any subcontractors you intend to use on this project and the categories of work they will perform. **Submitters are strongly encouraged to explore utilizing area subcontractors.** Make as many copies of this form as necessary to cover all categories of work.

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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DEBARMENT AND SUSPENSION CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The RESPONDENT further certifies to the best of its knowledge and belief, that it (or its surety, parent, or subsidiary companies) and its principals:
- (a) Does not currently have any claims against or are not currently involved in any litigation with the City of San Angelo.
 - (b) Is not indebted to the City of San Angelo.
- (3) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation.

Business Name _____

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative



INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment And Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



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DRAFT CONTRACT

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

_____ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

Signature

Date

This Professional Services Agreement ("Agreement") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____, a _____ ("Provider"), effective as of the _____ day of _____, 20____
(the Effective Date).

RECITAL

A. City issued a Request for Qualifications No. ____-____-____ ("RFQ ____-____-____"), for professional _____ services ("Services") on _____; Provider's response thereto ("Response") has been selected as the most qualified Response for the provision of Services; and, Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

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

C. On _____, 20____, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.

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

TERMS:

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

2. **TERM:** The term of this Agreement shall be ____ () years commencing on the Effective Date hereof.

3. **OPTION TO EXTEND:** City shall, at its sole discretion, have ____ () options to extend the term hereof under the same terms, conditions and compensation for additional, ____ () year periods, based on a finding by City that the exercise of the option is in City's best interest, subject to availability and appropriation of funds. City Council approval shall not be required as long as the total extended term does not exceed ____ () years.

4. **SCOPE OF SERVICE:**

A. Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein and in **Exhibit "A"** attached hereto, and made a part of this Agreement for all purposes.

B. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Contract Documents.

5. **COMPENSATION:** Provider warrants that it has reviewed City's requirements and has asked such questions and conducted such other inquiries as Provider deemed necessary in order to determine the price Provider will charge to provide Services to be performed under this Agreement.

A. The amount of compensation payable by City to Provider shall be based on the rates and schedules described in **Exhibit "B"** hereto, which by this reference is incorporated into this Agreement.

B. Unless otherwise specifically provided in **Exhibit "B"**, payment shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed.

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

- RFQ ____-____-____;



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4220

- Provider's Response

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

1. This Professional Services Agreement;
2. RFQ - - - - - (**Exhibit "D"**);
3. Provider's Response (**Exhibit "E"**)

7. **OWNERSHIP OF DOCUMENTS:** Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is, and shall at all times remain, the property of City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

8. **AUDIT AND INSPECTION RIGHTS:**

A. City may, at reasonable times, and for a period of not less than five (5) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement.

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

9. **AWARD OF AGREEMENT:** Provider represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

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

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

12. **INDEMNIFICATION AND INSURANCE.** Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as "Provider"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnitees, or any of them or (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former



employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own gross negligence or willful misconduct.

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

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

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

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

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required

and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, Provider shall be deemed in default of this Agreement.

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

15. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to



mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

16. TERMINATION RIGHTS OF CITY:

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

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

17. NONDISCRIMINATION: Provider represents and warrants to City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

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

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

TO CITY:

City of San Angelo
Attn: _____
72 W. College Ave.
San Angelo, Texas 76903
Phone: (325) 657-_____

TO PROVIDER:

Attn: _____

Phone: _____

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

21. **MISCELLANEOUS PROVISIONS:**

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

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

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

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



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4220

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

F. Venue for any cause of action arising under this Agreement is Tom Green County, Texas.

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

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

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

24. CONTINGENCY CLAUSE: City's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

25. REAFFIRMATION OF REPRESENTATIONS: Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFQ __-__-__.

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

27. ENTIRE AGREEMENT: This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and

obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

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

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

“City”
CITY OF SAN ANGELO,
a municipal corporation of the State of Texas

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

“Provider”

By: _____
_____, _____

ATTEST:

Secretary



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4220

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT “B”
COMPENSATION

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFQ __-__-__,. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 PAYMENT OF COMPENSATION

Provider shall submit to City an annual invoice which indicates work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Provider’s fees, City shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

2.0 REIMBURSEMENT FOR EXPENSES

Provider shall not be reimbursed for any expenses unless authorized in writing by City.



EXHIBIT "C"

SPECIAL INSURANCE RIDER

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

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

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

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

\$ 1,000,000.00	Each Accident Limit
-----------------	---------------------

1.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death

of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

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



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4220

EXHIBIT "D"

RFQ _____

EXHIBIT “E”
PROVIDER’S RESPONSE TO RFQ _____



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4220

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SAN ANGELO, TEXAS**

AND _____

RFQ __-__-__

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

APPROVED AS TO FORM AND
CORRECTNESS:

Theresa James, City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Charles Hagen, Risk Manager

EXHIBIT "E"

STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR HISTORICAL SITE DEVELOPMENT AT

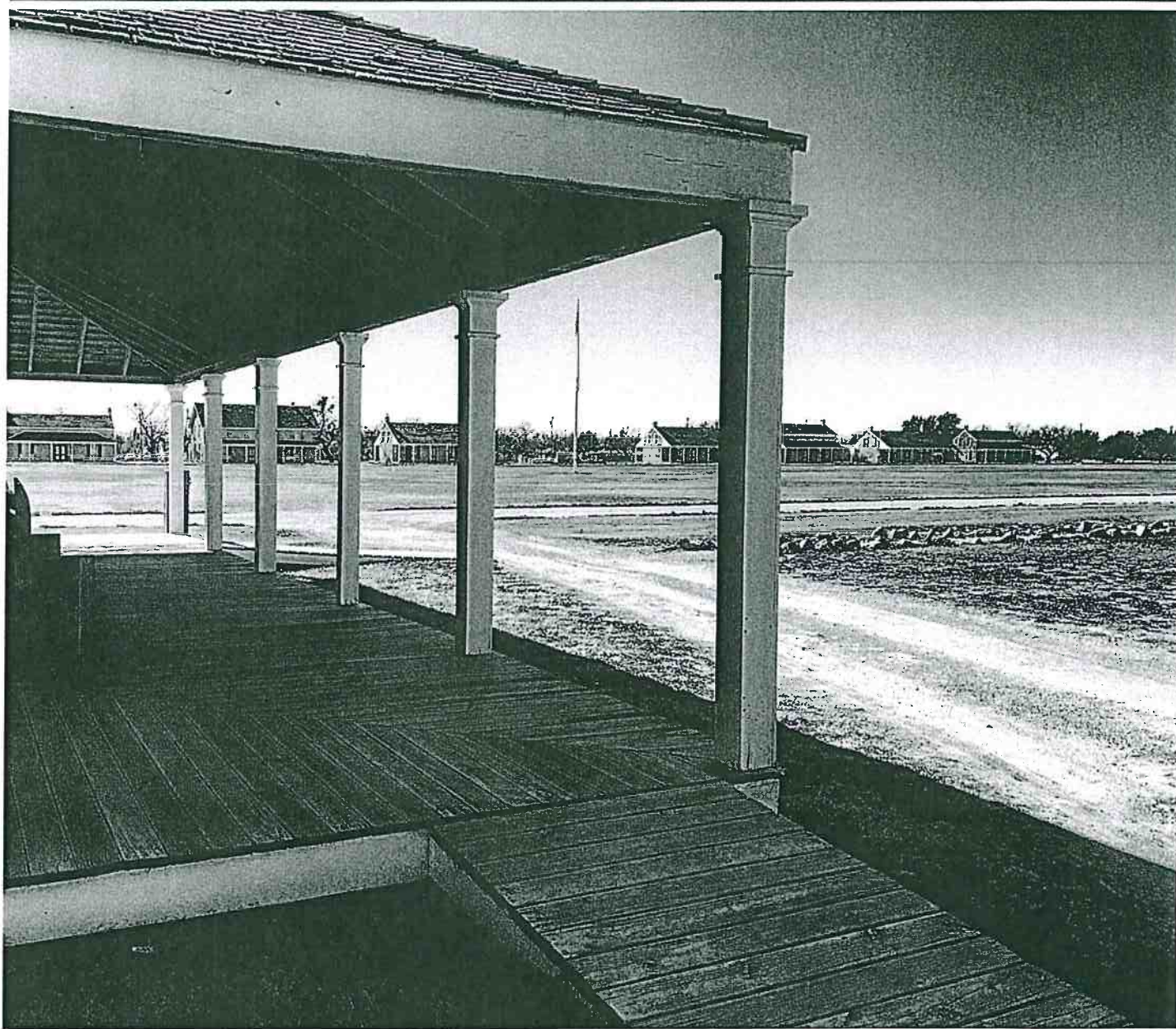
Fort Concho National Historic Landmark

RESTORATION OF BARRACKS 1 & 2 - VISITOR CENTER

CITY OF SAN ANGELO

RFQ NO. FC-01-16

FEBRUARY 11, 2016



ANTENORA ARCHITECTS LLP
Architecture + Planning + Interiors + Graphics



QUINN EVANS
ARCHITECTS



February 11, 2016

Julia Antilley, Purchasing Manager
City of San Angelo
72 West College Avenue, Suite 330
San Angelo, Texas 76903
sapurch@cosatx.us
(325)657-4220

Robert Bluthardt, Site Manager
City of San Angelo
Fort Concho National Historic Landmark
630 South Oakes
San Angelo, Texas 76903

RE: The Most Qualified A/E Team for the Design and Construction of a New Visitor's Center at Barracks Buildings 1 & 2 at Fort Concho

Dear Julia and Robert,

The design team led by Texas-based **Antenora Architects** and nationally recognized preservation firm **Quinn Evans Architects** understand and greatly appreciate the historical significance of Fort Concho in the settlement of West Texas, as well as the ongoing symbiotic relationship with the City of San Angelo. As such, the AALP|QEA team are committed to assist The City of San Angelo to support the mission of The Fort Concho Historic Landmark, and the efforts to create a new Visitor's Center in the existing Barracks Buildings 1 & 2.

The AALP|QEA led team is an alliance of established, experienced architects, preservationists, historians, exhibit designers and engineers who are exceptionally qualified to meet the requirements of your project because of extensive, verifiable team experience with:

- *The Planning, Design and Re-Construction of Historic Buildings at Multi-Building Sites.*
- *The Planning and Design of Visitor's Centers for Historic Sites and Facilities.*
- *Past Successes with Historic Military Forts of Similar Age and Configuration*
- *Successful Adaptive Re-use and Repurposing of Historic Structures.*
- *The Design of Flexible, Multi-purpose Facilities and their Support Spaces.*
- *Working Knowledge and Experience with Best Practices at Historic Sites.*
- *Successful Cost Estimation and Budget/Schedule Control.*
- *Consistent Availability to Our Clients for Public Hearings, Presentations and Stakeholder Input.*
- *Success Working with The Texas Historic Commission.*
- *Creation of Marketing and Fundraising Graphics.*

We hope that in the next pages you will find the professional qualifications and experience of our team to be the best fit with the goals and objectives of the Fort Concho National Historic Landmark RFQ-FC-01-16. We sincerely appreciate the opportunity to present our team to you.

Most Respectfully,

Michael S. Antenora AIA
Principal
Antenora Architects LLP

Steve Jones AIA
Principal
Quinn Evans Architects



STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR HISTORICAL SITE DEVELOPMENT

Fort Concho National Historic Landmark

RESTORATION OF BARRACKS 1 & 2 - VISITOR CENTER

CITY OF SAN ANGELO

RFQ NO. FC-01-16

FEBRUARY 11, 2016

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EXECUTIVE SUMMARY

RESTORATION OF OFFICER QUARTERS ROW AT FORT LARNED HISTORIC SITE
BY QUINN EVANS ARCHITECTS



1. PROJECT TEAM

Antenora Architects LLP (Prime Firm) – Architect of Record, Local Team Primary Contact, Site Survey, Public/Stakeholder Participation and Graphics

Austin-based Antenora Architects (AALP) will head the team acting as the Architect of Record and the team's primary point of contact throughout the project. AALP is highly experienced in public projects that require a high degree of public input and stakeholder interaction. With nearly 20 years in practice, the firm has successfully completed a number of noteworthy preservation, reconstruction and adaptive re-use projects at historic sites. For many of these projects, as primary designer and Architect of Record, AALP successfully led and managed the teams of designers, engineers, and other consultants.

Quinn Evans Architects – Preservation Architect, Historic Fort Expert, Expert In Historic Landmark Visitor Center Planning

Established in 1984, Quinn Evans Architects (QEA) has grown to over 80 professionals in 4 offices in Washington DC, Ann Arbor, Detroit and Madison. Today, the principals of QEA are recognized as thought leaders in the field of historic preservation and site planning at National Historic Landmarks across the country. In particular, QEA brings experience with Historic Fort projects of similar size and vintage, such as **Fort Larned Historic Site**, and the planning and design of libraries, archives and special research collections.

Martha Doty Freeman – Research Historian, Frontier Fort Specialist

Based in Austin, Texas, and serving on the Texas State Library and Archives Commission, her credentials are well known to the Texas Historical Commission at Fort properties under their care. Martha Doty Freeman's 40 years of experience brings a wealth of historical research relevant to Frontier Forts to bear.

Pony Allen Studios – Museum Exhibition Design Development

Pony Allen's 25 years in historic exhibits and interpretive displays include recent Fort Griffin State Historic Site and the Casa Navarro State Historic Site exhibits for the Texas Historical Commission as well as roles as Director of Exhibits at the San Antonio Museum of Art and Head of Exhibits at the Bob Bullock Texas State History Museum.

JQ – Structural Engineering

JQ has provided professional structural engineering services for the renovation and rehabilitation of numerous historic structures. Many of these buildings are on the National Register of Historic Places and involve work with the Texas Historical Commission and/or State Preservation Board. Their involvement ranges from waterproofing studies to complete restoration of entire structural systems and building envelope. JQ has provided design services for historically significant projects for university systems, local, county, state and federal agencies, and private clients. Their combined knowledge of working with sensitive, historic structures and city governments allows them to accurately assess and successfully complete these project types. Most recently, JQ completed the Restoration of the Texas Governor's Mansion.

Tom Green & Company Engineers – Mechanical, Electrical, and Plumbing Engineering

A native of San Angelo, Tom Green, PE has consulted on multiple projects in San Angelo including Celebration Bridge, and the Historic Orient-Santa Fe Depot. TGCE is based in Austin, Texas, and brings Mechanical, Electrical and Plumbing expertise to the team.

Smith Engineering – Civil Engineering

Midland-based Smith Engineering will provide guidance on any civil or related site issues encountered during the course of the project. Ralph Truszkowski, PE has many years of engineering experience in both private and municipal settings, and is very experienced in dealing with West Texas soil conditions and drainage issues.

*(Please refer to **Page 5** for an Organizational Chart of our Team Members)*



2. UNDERSTANDING OF PROJECT OBJECTIVES

Our team understands that the objective of this project is to design and construct a new Visitor's Center in the existing Barracks Buildings 1 & 2. As such, the project will be the adaptive re-use and/or repurposing of historic structures at Fort Concho National Historic Landmark. The Visitor's Center will be, by design, a multi-purpose facility that will serve visitors as a welcome and orientation center, exhibit space, gallery, education facility and gift shop, as well as provide the support functions such as administrative offices, storage and restrooms.

We recognize that Fort Concho National Historic Landmark is an exceptional example of Post-Civil War Frontier Forts and represents a longstanding point of pride for the City of San Angelo and its citizens. We also understand that Fort Concho's ownership by the City of San Angelo makes it unique among its peers in that its annual funding is not guaranteed. Instead, Fort Concho seeks and develops mutually beneficial uses for its historic structures with many of San Angelo's Civic Organizations and through hosting private events. These uses help fund the operation of the Fort, but more importantly, they nurture a more vigorous presence in the life of the community.

We recognize that Fort Concho and its many stakeholders are as unique as the property itself. Each needs to be heard so that the basis for our team's design process is well informed. The following Programmatic Requirements provided by the Fort Board and Staff are to be used during initial stakeholder interviews to gather and coordinate their input:

- Visitor friendly orientation space
- Small (50-75 person capacity) space to show orientation videos and host programs
- Gift Shop designed within a period theme such as a military sutler store
- Gallery for temporary exhibits and displays
- Restrooms for men and women
- Support space for storage, janitorial, and utilities
- Small room for staff / volunteers for meals, but also serviceable to support modest in-house refreshments and food for events
- Gallery with permanent exhibits to introduce the guests to local / regional history within a national context
- Administrative office for 2-3 people, accessible to the guests but not too close to the area where visitors get their orientation and briefing
- Other enhancements or issues that may arise in the design and programming phases.

Based upon our research and our tour of Fort Concho, it is clear that remarkable strides have been made toward the vision presented in the 1980 Fort Concho Master Plan for Development by Bell Klein & Hoffman. Current projects, such as the band stand reconstruction that will be featured prominently on the restored parade ground's vast expanse, draw heavily from the Master Plan's vision. The design of the new Visitor Center will continue to honor the guiding principles of this Master Plan while acknowledging that all planning documents require flexibility in meeting the current needs of the property.



3. UNDERSTANDING OF PROJECT SCOPE OF WORK

We understand that the initial Scope of Work includes:

1. Stakeholder interviews:

- Interview selected staff, Museum Board member, volunteers, city officials and other stakeholders and interested parties.
- Assess, qualify and quantify the overall objectives for the project.
- Consult directly with the Texas Historical Commission (THC) and maintain open lines of communication during the project.
- Create an architectural program based upon the stakeholder input and objectives.

2. Public Hearings and Presentations:

- Attend a City Council Session, Museum Board Meeting and, perhaps other public hearings, to present the design and answer questions.

3. Visitor Center Design:

- Evaluate advantages and disadvantages of each approach as compared to Fort Concho's physical resources and the project objectives.
- Study available resources pertaining to existing and former Barracks.
- Develop design options to utilize existing and / or reconstructed Barracks to achieve the project objectives.

4. Deliverables:

- Architectural plans, construction documents and specifications.
- Estimates of probable cost, including issues of maintenance/operating costs and future sustainability.
- Presentation materials, illustrations and exhibits suitable for marketing and fundraising.

5. Bidding and Negotiations:

- Assist the City in the identification and selection of a qualified Builder, General Contractor or Construction Manager to provide construction services.

6. Construction Phase Services:

- Assist the City during construction by providing construction observation and contract administration services.



FORT CONCHO NATIONAL HISTORIC LANDMARK

DESIGN TEAM

HISTORIC PRESERVATION ARCHITECT / VISITOR CENTER PLANNER

QUINN EVANS ARCHITECTS
219 1/2 North Main Street
Ann Arbor, MI 48104
(734) 663.5888

Steven Jones, AIA
Principal-In-Charge

Jennifer Henriksen, AIA
Project Manager

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ANTENORA ARCHITECTS LLP

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Principal

Gordon Bingaman
Project Manager

HISTORIAN

FRONTIER FORT RESEARCH HISTORIAN

Martha Doty Freeman, Historian

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Martha Doty Freeman
Research Historian

EXHIBIT DESIGN

MUSEUM / EXHIBIT DESIGN SERVICES

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Pony Allen
Managing Partner

ENGINEERING

STRUCTURAL ENGINEERING

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Jamie Buchanan, PE, LEED AP
Project Manager

CIVIL ENGINEERING

Smith Engineering

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(432) 682.9400

Ralph Truszkowski, P.E.
Civil Team Leader

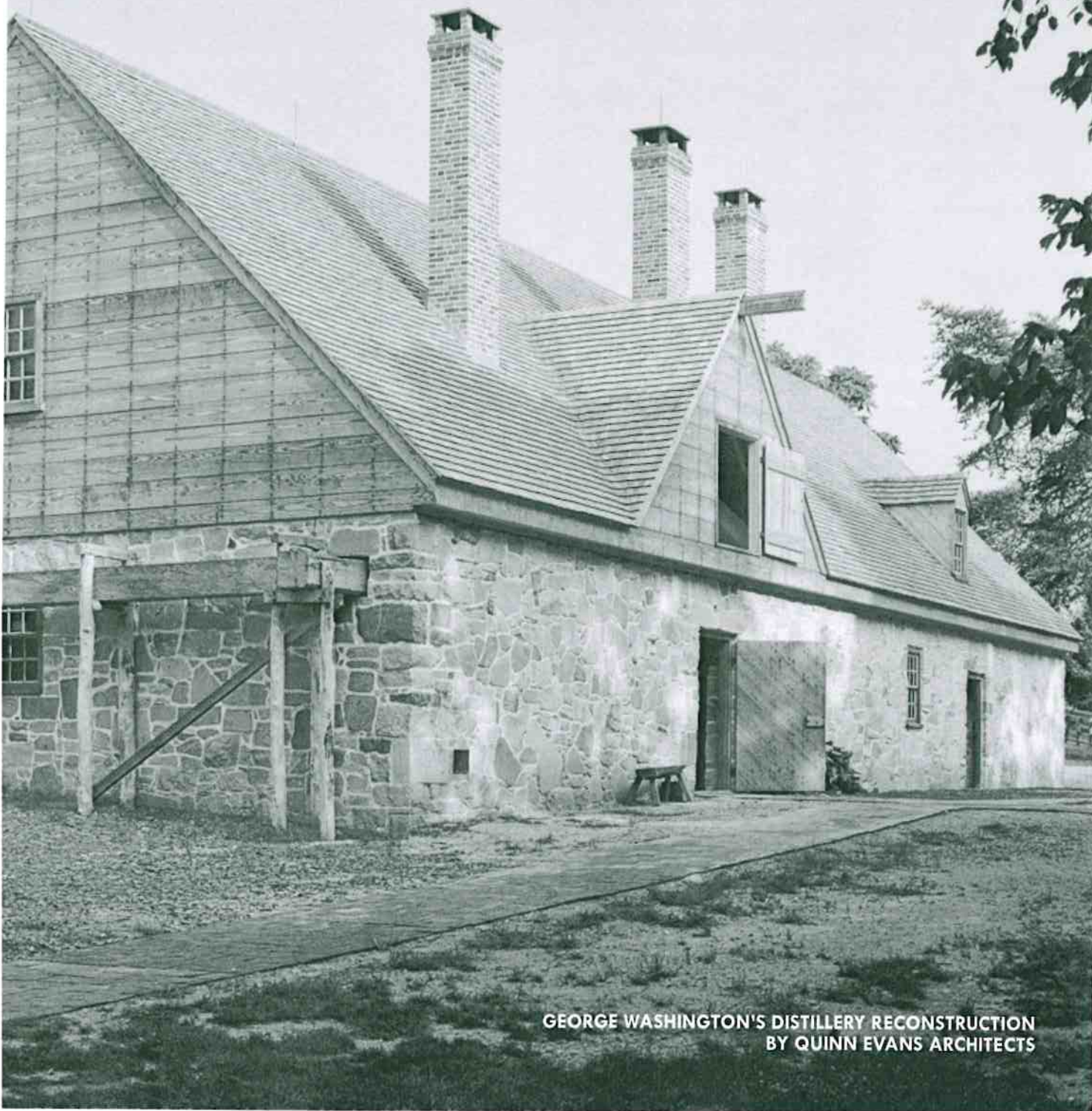
MEP ENGINEERING

Tom Green & Company Engineers,
Inc.

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Austin, TX 78731
(512) 345.1099

Tom Green, P.E. LEED AP
*Principal Engineer &
Project Manager*

EXPERIENCE PROFILE



GEORGE WASHINGTON'S DISTILLERY RECONSTRUCTION
BY QUINN EVANS ARCHITECTS



EXPERIENCE IN RELEVANT AREAS

We believe the Antenora Architects | Quinn Evans Architects-led team is uniquely and exceptionally qualified to meet the requirements of the Fort Concho Restoration of Barracks 1 & 2 - Visitor Center project because of the following:

1. Past Experience with Projects of a Similar Nature

Antenora Architects and Quinn Evans Architects have a broad base of qualifications and experience which not only match the requirements for RFQ FC-01-16, but exceed them. Collectively, these firms, and their associated engineering, exhibit and historian consultant team members will bring a holistic and comprehensive set of skills and experiences to the services requested under RFQ FC-01-16. The projects listed below are organized in groups to illustrate the AALP | QEA team's experience with projects similar to the requirements of RFQ FC-01-16. For detailed descriptions of the work of each of these projects, please refer to the page number listed beside the project.

Several projects are listed in more than one group, as they are relevant to more than one requirement of your current project at Fort Concho. Please see "Relevant Project Table" on **Page 14** of this response for a graphic table that illustrates how each project is relevant to the requirements of this RFQ.

Projects at Historic Military Forts

Quinn Evans Architects, through work with the National Park Service, other National Historic Landmark and National Register sites, has developed specific expertise in the preservation and interpretation of historic military forts throughout the United States. These include:

- *Fort Larned National Historic Site, Kansas (National Historic Landmark)* (See Page 31)
- *Fort Scott National Historic Site, Kansas (National Register)* (See Page 32)
- *Fort Mackinac, Michigan (National Historic Landmark)* (See Page 33)
- *Fort Michilimackinac, Michigan (National Register)* (See Page 33)
- *Jefferson Barracks, St. Louis, Missouri (National Register)* (See Page 35)

Visitor Centers at Historic Sites

Quinn Evans Architects understands that the visitor experience needs to be a primary consideration in the design process. From feasibility studies to building rehabilitations and renovations to new designs intended to reflect the aspirations of the center, QEA professionals combine expertise in rehabilitation architecture with knowledge of the special issues involved in the planning and design of Visitor Centers and support spaces. These include:

- *Brown v. Board of Education National Historic Site, Kansas (National Historic Landmark)* (See Page 36)
- *Ulysses S. Grant National Historic Site (National Historic Landmark)* (See Page 37)
- *Dayton Aviation Heritage National Historical Park, Ohio (National Historic Landmark)* (See Page 39)
- *Independence National Historical Park, Pennsylvania (National Register)* (See Page 40)
- *Perry's Victory and International Peace Memorial, Ohio (National Register)* (See Page 41)
- *George Washington's Ferry Farm, Virginia (National Historic Landmark)* (See Page 42)
- *Keweenaw National Historical Park, Michigan (National Register)*



2. Experience in Projects at Multi-Building Historic Sites

Quinn Evans Architects has extensive experience working on projects at multi-building sites. Our 29 year history in historic preservation and our 20 year history with the National Park Service have provided the opportunity to gain a practical understanding of the inter-relationship of historic buildings on nationally recognized sites. The following list, although not exclusive, demonstrates this experience:

- *Fort Larned National Historic Site, Kansas (National Historic Landmark) 10 building on 22 acre core* (See Page 31)
- *Fort Scott National Historic Site, Kansas (National Register) 20 buildings on 17 acres* (See Page 32)
- *Fort Mackinac, Michigan (National Historic Landmark) 14 buildings on 10 acres* (See Page 33)
- *Fort Michilimackinac, Michigan (National Register) 20 buildings on 20 acres* (See Page 34)
- *Jefferson Barracks, St. Louis, Missouri (National Register) 23 buildings on 296 acres* (See Page 35)
- *Ulysses S. Grant National Historic Site (National Historic Landmark) 6 buildings on 9.5 acres* (See Page 37)
- *George Washington's Ferry Farm, Virginia (National Historic Landmark) 11 buildings on 77 acres* (See Page 42)
- *National Park Seminary District, Forrest Glen, Maryland (National Register): 25 buildings on 26 acres* (See Page 41)
- *Tallgrass Prairie National Preserve, Kansas (National Historic Landmark): 22 buildings on 11 acres*
- *Boca Chita Key, Biscayne National Park, Florida: 5 Buildings on 5 acres*
- *Fayette Historic Townsite, Michigan (National Register); 20 building on 700 acres*
- *Keweenaw National Historical Park, Michigan (National Register): 21 heritage sites on 1,870 acres*
- *Lincoln Home National Historic Site, Illinois (National Historic Landmark): Cultural Landscape Report for the interpretation of the Lincoln Home neighborhood surrounding this National Historic Landmark*

3. Knowledge and Experience in Current and Best Practices at Historic Sites

The philosophy of the Antenora Architects | Quinn Evans Architects-led team with regard to best practices at historic sites is to meet and exceed the professional quality standards developed by the NPS outlined in NPS-28, Cultural Management Guidelines and the U. S. Secretary of the Interior's Standards for Rehabilitation, 36 CFR 67. All proposed interventions will comply with recognized conservation practices and techniques. In addition, we work with the standards established by the local State Historic Preservation Office (SHPO).

The professionals assigned to manage the project will meet or exceed the professional requirements for "Historic Architect" as stated in the Secretary's (Historic Preservation) Professional Qualifications Standards, previously published in the Code of Federal Regulations, 36 CFR Part 61.

4. Sensitivity and Experience with Issues of Historic Preservation and Related Codes

Historic Preservation Knowledge and Staff Development

Quinn Evans Architects' focus of projects, staff recruitment, and continuing education, is preservation design. Their senior staff members are national leaders in historic preservation. They are recognized leaders in their communities in the historic preservation movement, have been active in the AIA Committee on Historic Resources, and have been officers in the local chapters and international organization of the Association for Preservation Technology (APT). This translates into four critical ingredients for QEA's senior leadership and staff:

- Professional Education: Advanced degrees and professional training in historic preservation, architectural conservation, and American studies.
- Continuing Education: Senior and junior staff regularly attend local, national and international conferences and workshops to both deliver lectures and to hear presentations in order to remain abreast of current technologies and philosophies.



- **Project Challenges:** Every year QEA gets the opportunity to be challenged by some new aspect of historic preservation technology or philosophy. With each project, we grow and mature as we address these challenges. This is an ongoing process from which we derive immense satisfaction. The process includes the collaboration with clients and local agency historic preservation professionals who are reviewing our project work. This interaction requires us to have a sound philosophical basis for project decisions.
- **Community Participation:** Most of QEA's senior staff have been on historic district review boards, or have been in some other capacity where they are asked to weigh projects by others against the Secretary of the Interior's Standards. Accepting this role of "reviewer" is a very important part of their professional maturity in historic preservation.

Core Process and Principles

Careful analysis of a building's fabric to determine its original design, subsequent alterations, and existing conditions have been the hallmark of QEA's practice. This research and evaluation process is the important first step in determining the appropriate level of intervention and treatment necessary while pursuing the project objectives. The firm has always sought to retain the optimum amount of original fabric through life-cycle analysis and costing. The length of useful life remaining, the treatment options available and their cost, the impact of these options on extending useful life, and the interrelationship of materials and building systems are all considered in planning a project.

Maintaining a Breadth of Knowledge

The firm has over 150 years of combined staff experience in design, existing conditions surveying, materials failure analysis, materials conservation, rehabilitation planning, treatments testing and design, preparation of construction documents, and cost estimating for the repair and rehabilitation of existing buildings. Additionally, the firm has developed the capability to offer special expertise in the following areas:

- Rehabilitation and reuse designs which meet the goals and intent of the "Secretary of the Interior's Standards for the Treatment of Historic Properties," and of the "Section 106 Review;"
- Applications and negotiations to facilitate acquisition of required approvals for historic agency review;
- Materials conservation including the survey, evaluation, and specification of restoration treatments for all commonly used historic materials in 19th and 20th-century buildings;
- Value engineering, life cycle analysis, and cost control including in-house cost analysis of rehabilitation treatments to ensure cost-effective restoration.

Quinn Evans Architects also has specialized experience in the development and preparation of building condition audit evaluations and assessments, Cultural Landscape Reports, Historic Structures Reports, Historic Building Preservation Plans, Cultural Resource Management Plans, rehabilitation guidelines, feasibility studies, maintenance manuals, design guidelines, environmental assessments, and planning documents for historic buildings nationwide including museums, parks, theaters, commercial, retail, and industrial buildings, as well as numerous buildings owned and managed by the National Park Service, the General Services Administration, the U.S. Department of the Navy, the U.S. Department of the Army, and the U.S. Army Corps of Engineers, among others.

As preservation architects, we have become experts in indigenous, vernacular, and traditional building practices, which utilize intelligence, economy of means, and sensitivity to the natural and cultural context. Reusing materials, renewable resources, designing with nature to conserve energy and improve comfort were all important considerations in regional and traditional building design and construction. Through QEA's specialized experience in evaluating and working with existing buildings, the firm applies the lessons learned from the past in the selection of appropriate new materials and methods in pursuit of our clients' project objectives.



5. Experience In Visitor Services, Orientation, And Guest Traffic Flow

Quinn Evans Architects has developed an understanding of the visitor's needs and how to guide them through a site to enrich the take away experience through planning multiple visitor centers for the National Park Service and numerous National Historic Landmark sites.

To illustrate this understanding, a narrative example of the integration of visitor services, interpretation and visitor flow at the Ulysses S. Grant National Historic Site is included in this qualifications package. You will see that it shows how the visitor's experience is guided from the point of entering the parking area until returning to their vehicle (refer to page 37).

Quinn Evans Architects Selected Relevant Experience

- *Fort Larned National Historic Site, Kansas (National Historic Landmark)* (See Page 31)
- *Fort Scott National Historic Site, Kansas (National Register)* (See Page 32)
- *Fort Mackinac, Michigan (National Historic Landmark)* (See Page 33)
- *Fort Michilimackinac, Michigan (National Register)* (See Page 34)
- *Jefferson Barracks, St. Louis, Missouri (National Register)* (See Page 35)
- *George Washington's Ferry Farm, Virginia (National Historic Landmark)* (See Page 42)
- *National Park Seminary District, Forrest Glen, Maryland (National Register)* (See Page 47)
- *Tallgrass Prairie National Preserve, Kansas (National Historic Landmark)*
- *Boca Chita Key, Biscayne National Park, Florida*
- *Fayette Historic Townsite, Michigan (National Register)*

6. Experience In Accommodating Many Functions Within Several Buildings

Our planning team has significant experience with the adaptive reuse of historically sensitive buildings and sites. The planning and development of the site at Ulysses S. Grant National Historic Site utilized multiple buildings for visitor services, interpretation and ancillary functions for the park. The curatorial workroom and storage along with the site research library are located in a new basement below the rehabilitated barn and administrative offices are located on the second floor of the visitor center.

The master plan completed by Quinn Evans Architects for the Jefferson Barracks Museum Complex, in St. Louis, Missouri, included the planning and recommendations for the adaptive use of multiple building to create visitor services, interpretive exhibits, and administrative functions needed to develop the historical cultural district.

Quinn Evans Architects Selected Relevant Experience

- *Fort Larned National Historic Site, Kansas (National Historic Landmark)* (See Page 31)
- *Fort Scott National Historic Site, Kansas (National Register)* (See Page 32)
- *Fort Mackinac, Michigan (National Historic Landmark)* (See Page 33)
- *Fort Michilimackinac, Michigan (National Register)* (See Page 34)
- *Dayton Aviation Heritage National Historical Park (National Historic Landmark)* (See Page 39)
- *George Washington's Ferry Farm, Virginia (National Historic Landmark)* (See Page 42)
- *Tallgrass Prairie National Preserve, Kansas (National Historic Landmark)*
- *Fayette Historic Townsite, Michigan (National Register)*

Antenora Architects has extensive experience in Mixed-Use, Facility Needs Assessment, and Master Plan projects that feature accommodation of many functions in several buildings. Multi-functional facilities are the centerpiece of our projects for municipal clients as they, like Fort Concho, are challenged to program and utilize their facilities with flexibility in mind.



Antenora Architects Selected Relevant Experience

- *City of Hutto Facility Needs Assessment, Texas* (See Page 15)
- *City of Hutto Co-op District Master Plan, Texas* (See Page 17)
- *City of Hutto New City Hall & Multi-Use Building, Texas* (See Page 19)
- *Penn Field Mixed-Use Complex, Austin, Texas* (See Page 21)
- *City of Kyle Municipal Complex Master Plan, Texas* (See Page 22)
- *City of Kyle City Park Master Plan, Texas* (See Page 24)
- *City of Elgin Community Center & Pool Facility, Texas* (See Page 25)

7. Experience In Projects Reflecting A High Level of Public Input

Quinn Evans Architects is accustomed to consensus building in public processes with stakeholder groups. A majority of QEA's work with the National Park Service and other historic sites includes one or more public input sessions where we develop alternatives and then present our recommendations for discussion and comments by interested stakeholders and the public at large. The work at Jefferson barracks included several workshops with the public and other selected stakeholders to strategize the development of the district and to present the final recommendations.

Selected Relevant Experience

- *Fort Larned National Historic Site, Kansas (National Historic Landmark)* (See Page 31)
- *Fort Scott National Historic Site, Kansas (National Register)* (See Page 32)
- *Fort Mackinac, Michigan (National Historic Landmark)* (See Page 33)
- *Fort Michilimackinac, Michigan (National Register)* (See Page 34)
- *Jefferson Barracks, St. Louis, Missouri (National Register)* (See Page 35)
- *Brown v. Board of Education, Kansas (National Historic Landmark)* (See Page 36)
- *Ulysses S. Grant National Historic Site (National Historic Landmark)* (See Page 37)
- *Dayton Aviation Heritage National Park (National Historic Landmark)* (See Page 39)
- *Independence National Historical Park, Pennsylvania (National Register)* (See Page 40)
- *George Washington's Ferry Farm, Virginia (National Historic Landmark)* (See Page 42)

Likewise, Antenora Architects' experience with municipal clients on projects utilizing public funds always go hand in hand with a high level of public input. Our public input with the City of Hutto in the development of their Historic Coop District included city council members and citizens of Hutto led by representatives of Antenora Architects LLP for an interactive Design Charette. This opportunity allowed for the people of Hutto to voice their concerns and contribute ideas regarding the development of the new City of Hutto Co-op District. Each group of citizens worked with a Design Team member to generate recommendations based on distinctive uses of Public space in their Civic space.

Selected Relevant Experience

- *City of Hutto Facility Needs Assessment, Texas* (See Page 16)
- *City of Hutto Coop District Master Plan, Texas* (See Page 17)
- *City of Hutto New City Hall & Multi-Use Building, Texas* (See Page 19)
- *City of Kyle Municipal Complex Master Plan, Texas* (See Page 24)
- *City of Kyle City Park Master Plan, Texas* (See Page 24)
- *City of Elgin Community Center & Pool Facility, Texas* (See Page 25)



8. Recent Experience Working with the Texas Historical Commission

Team Leader and Architect of Record, Antenora Architects, has substantial and recent experience working with the standards and guidelines of the Texas Historical Commission (THC). The firm regularly uses the THC, as well as other appropriate standards, as a resource to determine the age and historical significance (if any) of structures and places where they provide architectural services. In the case of a property that has already been deemed historic, AALP will use the THC and The Department of the Interior Standards for Historic Preservation and Rehabilitation to determine the best practices for the proposed work.

Quinn Evans Architects (QEA) is recognized nationally as leaders in the field of Historic Preservation. Their work spans many states and, as such, are very adroit in the process of working with local, state and federal historic landmark commissions, boards and advocacy groups to determine the appropriate path for each project.

- *City of Hutto Facility Needs Assessment, Texas* (See Page 15)
- *City of Hutto Coop District Master Plan, Texas* (See Page 16)
- *City of Hutto New City Hall & Multi-Use Building, Texas* (See Page 18)
- *City of Hutto Gin Building Adaptive Re-use* (See Page 23)
- *Penn Field Mixed Use Complex, Austin, Texas* (See Page 23)
- *City of Elgin Community Center & Pool Facility, Texas* (See Page 24)



ANTENORA ARCHITECTS LLP

LOCAL ARCHITECT OF RECORD

LIST OF SIMILAR PROJECT EXPERIENCE

PROJECT NAME	COMPLETION DATE	BUDGET	REFERENCE
City of Hutto Cotton Gin Building Adaptive Re-use	2015	\$950,000	Micah Grau, Assistant City Manager 512.759.4030 micah.grau@huttotx.gov
City of Hutto Facility Needs Assessment Study	2010	n/a	Edward Broussard, Former City Manager 281.403.8500
City of Hutto Municipal Complex Master Plan	2012	n/a	Edward Broussard, Former City Manager 281.403.8500
City of Hutto City Hall & Multi-Use Building	2012	n/a	Edward Broussard, Former City Manager 281.403.8500
City of Hutto Library Master Plan	2012	n/a	Edward Broussard, Former City Manager 281.403.8500
Penn Field Mixed Use	2007	\$13,000,0000	John Rosato, Squinwest Strategies 512.458.8153
408 East Sixth Street	2007	\$500,000	Randy Allen, Reef Enterprises 719.527.9899
City of Kyle City Hall	2010	n/a	Tom Mattis, Former City Manager 804.520.9266
City of Elgin Community Center & Pool Facility	2013	\$675,000	Amy Miller, Community Development Director 512.281.5724



QUINN EVANS ARCHITECTS

HISTORIC PRESERVATION ARCHITECT

LIST OF SIMILAR PROJECT EXPERIENCE

PROJECT NAME	COMPLETION DATE	BUDGET	REFERENCE
Fort Larned National Historic Site	9/10/2009	\$1,500,000	William Harlow, NPS 402.661.1909 bill_harlow@nps.gov
George Washington's Ferry Farm	In progress	\$10,500,000	John Carmichael, Director of Buildings & Grounds 540.846.1929 carmichael@gwfoundation.org
Fort Michilimackinac	1/20/2010	\$1,200,000	Not Available
Fort Scott National Historic Site	4/30/1999	\$38,119 (Study)	William Harlow, NPS 402.661.1909 bill_harlow@nps.gov
Jefferson Barracks	11/24/2009	\$40,380 (Study)	Wilbur Ballard, Woolpert 618.632.2833 Will.Ballard@Woolpert.com
Fort Mackinac	10/1/1988	\$1,000,000	Not Available
Brown V. Board National Historic Site	6/1/2004	\$4,200,000	William Harlow, NPS 402.661.1909 bill_harlow@nps.gov
Ulysses S. Grant National Historic Site	11/15/2005	\$5,000,000	William Harlow, NPS 402.661.1909 bill_harlow@nps.gov
Wright-Dunbar Interpretive Center	2/1/2003	\$3,500,000	William Harlow, NPS 402.661.1909 bill_harlow@nps.gov
The Benjamin Franklin Museum	10/1/2013	\$10,881,199	Mike Giller, NPS 303.969.2007 mike_giller@nps.gov
Perry's Victory Memorial Visitor Center	9/12/2002	\$2,200,000	William Harlow, NPS 402.661.1909 bill_harlow@nps.gov
George Washington's Mount Vernon Estate & Gardens	Ongoing	\$4,500,000	Esther White, Director of Historic Preservation, George Washington's Mount Vernon 703.799.8626 sthrwhit@gmail.com
Sir Christopher Wren Building	12/1/2000	\$2,620,000	Louise Lambert Kale, Executive Director, Historic Campus 757.221.1540 lkale@wm.edu
National Museum of Natural History	2/1/2013	\$28,850,000	Evi Oehler, Project Manager 202.633.6597 oeleier@si.edu



Project Team		Fort Concho National Historic Landmark								
Relevant Experience Table		1. Similar in nature	2. Multi-building historic site	3. Best practices at historic sites	4. Sensitive issues of historic preservation	5. Visitor services, orientation, traffic flow	6. Multiple functions within multiple buildings	7. High level of public input	National Historic Landmark	National Register of Historic Places
PROJECTS										
QUINN EVANS ARCHITECTS	Fort Larned National Historic Site, Kansas	•	•	•	•	•	•	•	•	
	Fort Scott National Historic Site, Kansas	•	•	•	•	•	•	•		•
	Fort Mackinac, Michigan	•	•	•	•	•	•	•	•	
	Fort Michilimackinac, Michigan	•	•	•	•	•	•	•		•
	Jefferson Barracks, Missouri									
	Brown vs. Board of Education NHS, Kansas	•		•	•	•		•	•	
	Ulysses S. Grant NHS, Missouri	•	•	•	•	•	•	•		
	Dayton Aviation Heritage NHP, Ohio	•	•	•	•	•	•	•	•	
	Independence NHP, Pennsylvania	•		•	•	•		•		•
	Perry's Victory and International Peace Memorial, Ohio	•		•		•		•		•
	George Washington's Ferry Farm, Virginia	•	•	•	•	•	•	•	•	
	Tallgrass Prairie National Preserve, Kansas		•	•	•	•	•	•	•	
	Boca Chita Key, Florida		•	•	•	•				
	Fayette Historic Townsite, Michigan	•	•	•	•	•	•	•		•
	Keweenaw National Historic Park, Michigan	•	•	•	•	•	•	•		•
	Lincoln Home National Historic Park	•	•	•	•	•	•	•	•	
	Boston Store, Cuyahoga Valley National Park, Ohio	•		•	•	•		•		
	Chesapeake Bay Maritime Museum, Maryland	•	•	•	•	•	•	•		•
ANTENORA ARCHITECTS	City of Hutto Facility Assessment - Hutto, Texas	•	•		•	•	•	•		
	City of Hutto Municipal Complex Master Plan - Hutto, Texas	•	•	•	•		•	•		
	City of Hutto City Hall & Multi-Use Building - Hutto, Texas	•	•		•	•	•	•		
	City of Hutto Library Master Plan - Hutto, Texas	•		•	•	•		•		
	Penn Field Mixed-Use - Austin, Texas	•	•	•	•	•	•			
	408 East Sixth Street - Austin, Texas			•	•			•		•
	City Hall - Kyle, Texas		•	•	•	•	•	•		
	City of Elgin Community Center & Pool Facility - Elgin, Texas		•		•	•	•	•		

LOCAL ARCHITECT OF RECORD

FIRM PROFILE & PROJECT EXPERIENCE



PENN FIELD - AUSTIN, TX

» OFFICE INFORMATION

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www.antenoraarchitects.com

Antenora Architects was founded by Principal/Architect Michael Antenora in 1997. During their nearly 20 years in business, Antenora Architects has built a solid reputation for innovative design, community service, business integrity and professionalism. The firm's guiding principle, **Architecture for People**, captures the firm's focus on individualized, "Client-centric" service. This focus has led to many repeat and long term client relationships. Noteworthy among those are The City of Hutto, The City of Kyle, University Federal Credit Union, and the Texas Coffee Bean & Tea Leaf stores.

Antenora Architects practices a "responsive" form of design and project management, which approaches the needs and challenges of each project and each client uniquely and individually. Thus, each new project is approached with solutions uniquely tailored to meet the functional, spatial, economic, schedule and aesthetic objectives of each client and site.

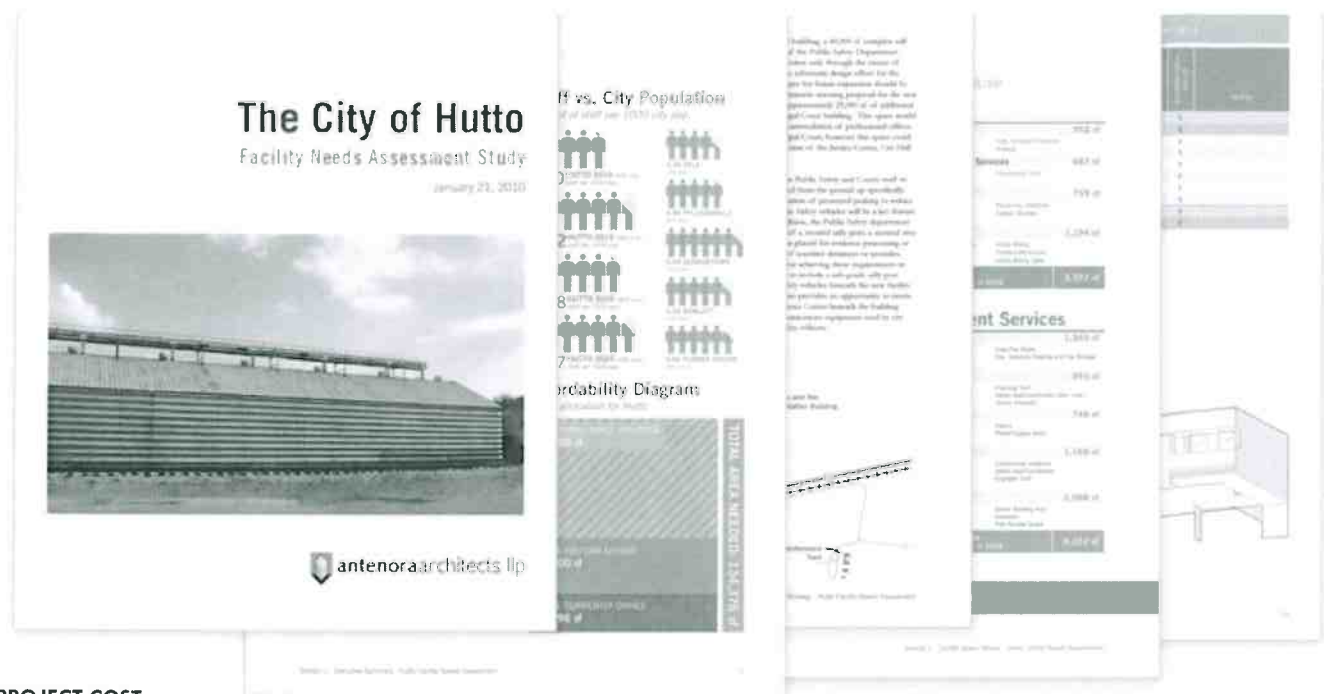
Antenora Architects works successfully in many different project types because of our ability to truly "hear" our client's needs and aspirations and to apply thoughtful problem solving and innovative design to achieve these goals. It is our goal on every project, no matter how large or small, to exceed our client's expectations for professionalism and creativity.

While many architects have won awards based solely on design, Antenora Architects has earned community praise and professional recognition for their accomplishments in design, community service, construction excellence, business integrity and sustainability.

The firm has continued to grow and has expanded the architectural services they offer to include architectural interiors, planning, studies/reports/analysis, historic preservation, hospitality, residential (single and multi-family), and mixed-use. As part of their core business, Antenora Architects also offers a broad range of presentation, video, animation and other visualization services.



ARCHITECTURE for PEOPLE



PROJECT COST

N/A

PROJECT SIZE

78,000 gsf

SERVICES PROVIDED

Feasibility Analysis
Needs Assessment
Code Compliance
Existing Conditions Survey
Presentation Graphics
Public Design Charrette
Public Process
Master Planning
Landscape Design
Green & Sustainable Design
Historic Preservation
Adaptive Re-use
Mixed-Use
Development Strategies
Remodel/Renovation
Concept Modeling
Rendering
Animation

PROJECT ROLE

Architect of Record

COMPLETION DATE

2010

REFERENCE

Edward Broussard, City Manager
City of Missouri City, Texas
(281) 403-8500

The City of Hutto, Texas commissioned Antenora Architects in 2009 to assist in a Facility Needs Assessment. Initial objectives were to review the current status of city owned buildings, sites and structures, and to assess their viability for best utilization in the context of Hutto's recent rapid population boom, and their projected growth through the year 2025. Antenora Architects LLP led its consulting team through a six month effort to achieve the following Project Goals:

- Gather data pertaining to projected population growth through 2025
- Understand the City's routine operations by:
 - Distributing operational questionnaires to Department Directors
 - Conducting follow-up interviews with Department Directors
- Conduct a physical survey of all city owned facilities to:
 - Assess operational and Code deficiencies
 - Seek reprogramming opportunities to improve utilization
- Evaluate the proposed site for a new Municipal Complex
- Develop an Architectural Program for each city department showing:
 - Staff growth in 5 year increments up to 2025
 - Intra and Interdepartmental adjacency diagrams
 - Space standards for both workstations and private offices
- Evaluate ability of existing facilities to support current and projected staff growth
- Propose new facilities to supplement the reuse of existing facilities
- Propose a phased implementation strategy to meet Hutto's growth

The result of this information gathering and assessment process was an in depth report which outlined a strategy for best utilization of existing facilities and proposed size and locations for new facilities to accommodate the expanding needs of city staff. This report formed the basis for the development of the Coop District Masterplan.



ESTIMATED PROJECT COST

\$16.6M

PROJECT SIZE

60,000 sf

SERVICES PROVIDED

Adaptive Re-use
Planning
Development Strategies
Presentation Graphics
Public Design Charrette
Public Process
Landscape Design
Green & Sustainable Design

PROJECT ROLE

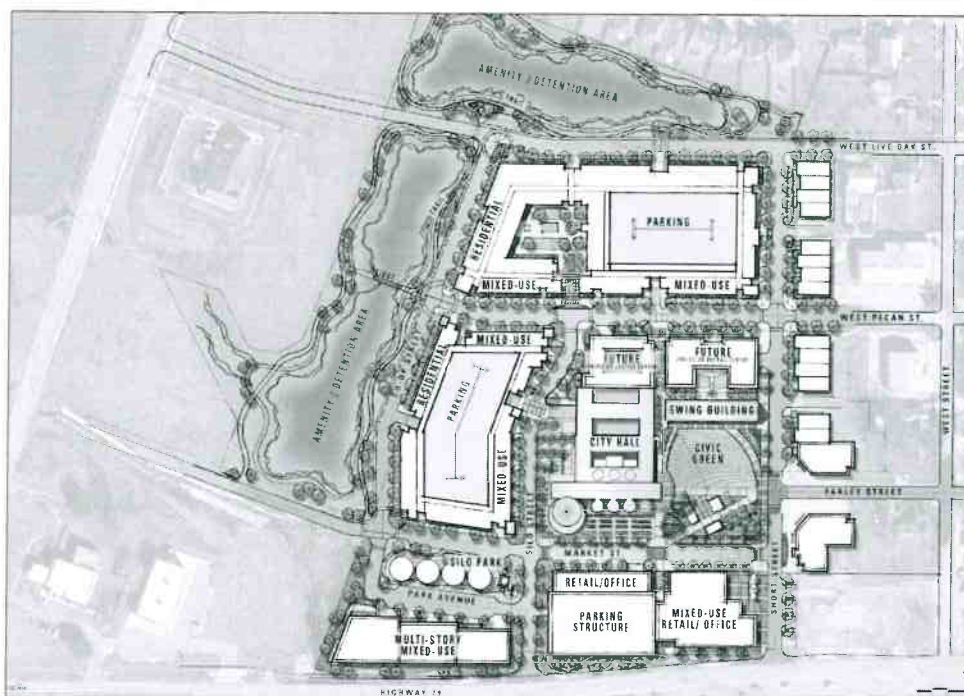
Architect of Record

ANTICIPATED COMPLETION

2020

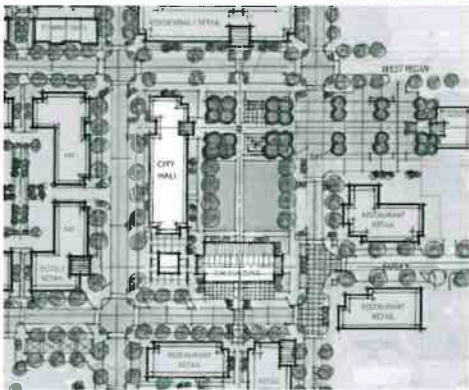
REFERENCE

Edward Broussard, City Manager
City of Missouri City, Texas
(281) 403-8500



The City of Hutto, Texas extended its relationship with Antenora Architects by commissioning the development of a new Coop District Master Plan. Building upon the Facility Needs Assessment that Antenora Architects developed, the city proposed to utilize an 18 acre site to develop a new district adjacent to the community's historic downtown. This development was not only aimed at creating a new home for city offices, but also at encouraging private development to continue the trend towards economic growth at the city's core.

Antenora Architects worked hand in hand with City staff as well as members of the Hutto Community to develop a vision for the future of the Coop District.



ESTIMATED PROJECT COST

\$950K

PROJECT SIZE

6,480 sf

SERVICES PROVIDED

Measured Drawings
Existing Conditions Survey
Master Planning
Site Design
Planning
Adaptive Re-use
Presentation Graphics
Public Process
Landscape Design

PROJECT ROLE

Architect of Record

ANTICIPATED COMPLETION

2015

REFERENCE

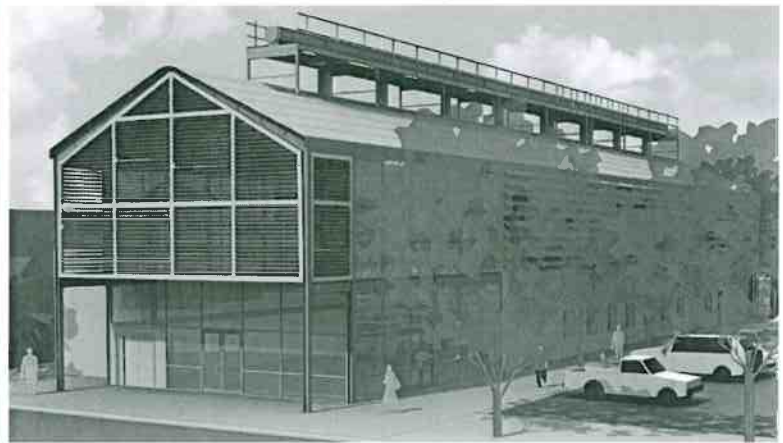
Micah Grau
City of Hutto
Assistant City Manager
512.759.4030
micah.grau@huttotx.gov



Built in 1948, Hutto's Cotton Gin Building was at the center of the Central Texas CO-OP for more than 70 years. This structure will once again be the centerpiece of one of Texas' fastest growing cities on the fringe of Austin. Envisioned as a multi-use events pavillion, the reconstructed and renovated former Gin building will be the first building completed within the newly established CO-OP District. Antenora Architects has been working with the City of Hutto on the master plan for the district, that will ultimately include a new city park and city hall.

This adaptive re-use of the Cotton Gin Building strips rusted siding and roofing in exchange for a new skin and a new mission to be a focal point at the center of this vibrant community.

The best pieces from two existing buildings, both in poor condition, were used to make one complete building. Antenora's design uses perforated siding as it appears solid in the sun, and turns the Gin Building into a glowing box at night when illuminated from within. Designed to host a broad range of special events, Hutto's new Cotton Gin Hall offers an elegant venue for its citizens.



ESTIMATED PROJECT COST

\$8.7M

PROJECT SIZE

50,000 sf

SERVICES PROVIDED

Architecture
Interiors
Adaptive Re-use
Planning
Development Strategies
Presentation Graphics
Public Design Charrette
Public Process
Landscape Design
Green & Sustainable Design

PROJECT ROLE

Architect of Record

ANTICIPATED COMPLETION

2020

REFERENCE

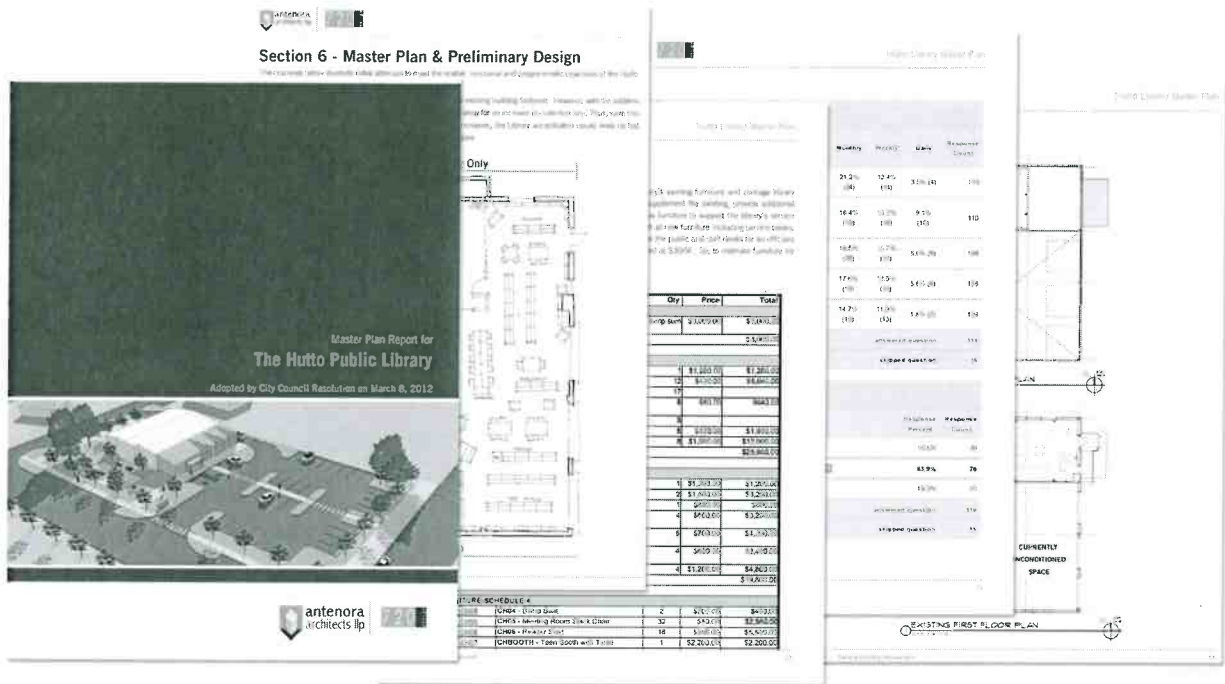
Edward Broussard, City Manager
City of Missouri City, Texas
(281) 403-8500

Building upon the successful working relationship with Antenora Architects during development of the Facility Needs Assessment and The Coop District Masterplan, the City of Hutto commissioned AALP to provide a design for a new City Hall, City Park and a Multi-Use “Swing” building to be located at the center of the new Coop District.

Antenora Architects completed a schematic design which incorporated the adaptive re-use of existing steel silo structures and components of the existing cotton gin buildings as primary structural and envelope components. The concept was to integrate the utilitarian aesthetic of the city’s agricultural heritage with a striking modern sustainable building that could be the anchor of the proposed development project.

The City Hall and Swing Building structures are proposed to flank the new City Park which was designed by Antenora Architects in conjunction with TBG Landscape Architects. The park strives to create a place that would serve as a primary gathering space at the heart of the community. In addition, the park features several small ‘business incubators’ which are small spaces rented out by the city to new businesses for a short period of time to help them become established.

Antenora Architect’s team developed plans for infrastructure upgrades to accommodate the new facilities and assisted the City in conducting a public RFQ to solicit a public/private partnership with a private development group to help offset some of the costs to execute the project.



ESTIMATED PROJECT COST

\$3.5M

PROJECT SIZE

16,600 sf

SERVICES PROVIDED

- Architecture
- Interiors
- Adaptive Re-use
- Development Strategies
- Existing Conditions Survey
- Presentation Graphics
- Public Design Charrette
- Landscape Design
- Green & Sustainable Design

PROJECT ROLE

Architect of Record

ANTICIPATED COMPLETION

2017

REFERENCE

Mike Hemker
Director of Parks and Recreation
City of Hutto, Texas
(512) 759-4000 x4004

In 2011, Antenora Architects with 720 Design won the commission to develop a Master Plan for the City of Hutto's Public Library. The current library is located on a site that is adjacent to the proposed new Coop District in a partially conditioned building that was the former home of the City's volunteer fire department.

The Master Plan is a multi phase effort that includes expanding the existing facility in place to fully occupy and expand within their existing facility. Once the size of that facility becomes inadequate for the book storage necessary to keep pace with the growing population, it is proposed that the library will move across the street into the new Multi-Use 'Swing' Building that has been proposed as a part of the Coop District Master Plan.

This effort is the most recent collaboration between AALP and City Staff to help the City understand ways to creatively and efficiently utilize and improve their existing building stock in conjunction with the construction of new facilities in order to quickly satisfy the City's growing need for growth in a cost effective and sustainable way.

A major component of this effort was community outreach and assessment of public input regarding the community's desires for their library system moving forward. As a part of the process, AALP facilitated a public survey that invited library users to provide feedback about the future of their public library.



PROJECT COST

Approximately \$13M

PROJECT SIZE

16 Acres / 280,000 sf
(10) buildings total
(9) phases

SERVICES PROVIDED

Master Planning
Adaptive Re-use
Historic Renovation
Interiors
Signage
Way-finding
Landscape Design
Green & Sustainable Design
Design-Build

PROJECT ROLE

Architect of Record

COMPLETION

2007

REFERENCE

John Rosato
Southwest Strategies Group
(512) 458-8153 x202



Penn Field is an award winning mixed-use renovation, expansion and adaptive re-use of a historic de-commissioned World War I Army Air Base in South Austin. The property was originally built in 1918 and encompasses a century's worth of construction. The resulting campus has grown into a broad collection of dozens of individual structures. The construction types vary from wood frame, load bearing masonry, to pre-engineered metal structures.

The design solution provided outdoor performance venues and courtyards to host events and exhibitions. The design also created infill to facilitate a more contiguous pedestrian flow through the development. This weaving of indoor and outdoor spaces provides a flexible context for a wide variety of uses. The end product is an innovative mixed-use commercial complex in the resurgent South Austin/Congress Avenue corridor that is both sensitive to its historical building stock and successful at creating a vibrant environment where businesses want to be. The tenants range from office, restaurant, radio broadcast studios, retail, light commercial, theater, medical office and warehouse.



PROJECT COST

Approximately \$2.2M

PROJECT SIZE

35,000 sf

PROJECT TYPE

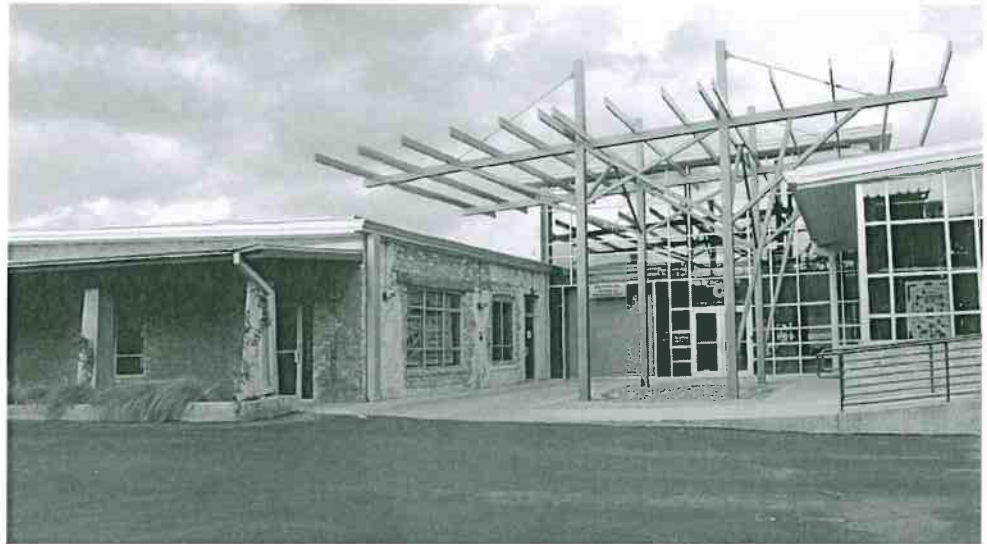
Adaptive Re-use
Commercial - Retail
Interiors

PROJECT ROLE

Prime Design firm
Architect of Record
Interiors
Construction Observation

PROJECT COMPLETION

2001



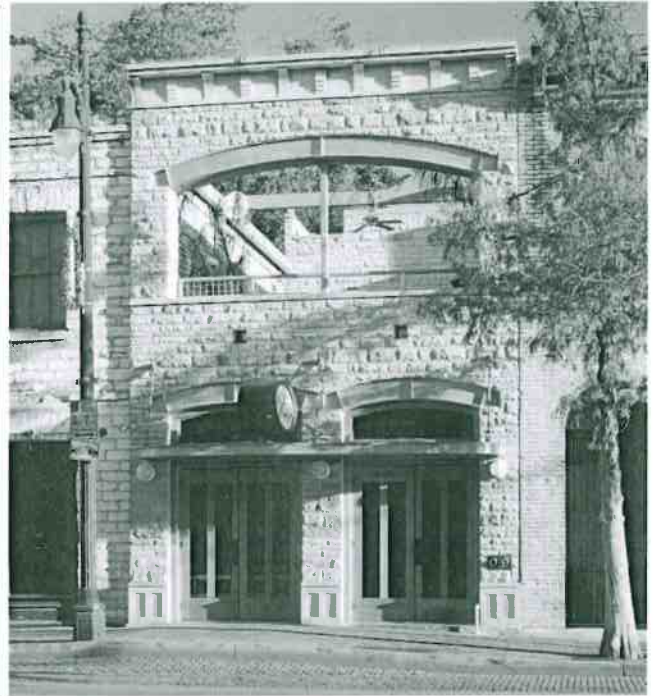
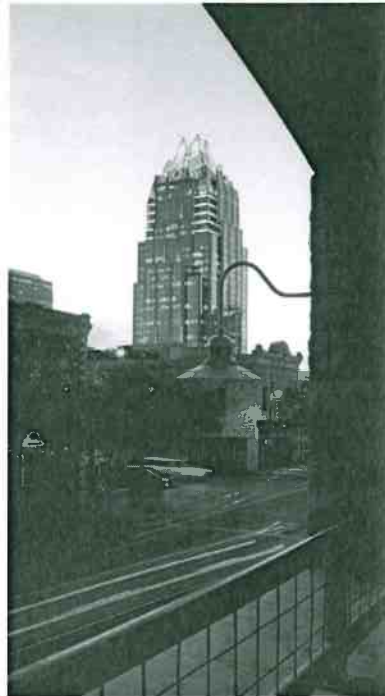
BEFORE



AFTER

The Design Center of Austin (DCA) is the adaptive re-use of a 1918 WWI era Army Barracks. The masonry bearing wall and wood framed buildings have been transformed into a centralized resource for the high-end design goods for the architectural and interior design community. As a part of the highly successful Penn Field adaptive re-use development, the 35,000 sf DCA houses the work of local artisans and manufacturers of fine hardware, imported tile, custom lighting, and furniture.

Beyond retail sales and display, programmatically, the DCA was designed to allow for multiple functions and uses such as temporary gallery/exhibit space, musical performance, lectures, live theatre performance and special events.



PROJECT COST

\$500K

PROJECT SIZE

5000 sf

PROJECT TYPE

Commercial
Bar/Restaurant

PROJECT ROLE

Prime Design firm
Architect of Record
Space Planning
Construction Observation

PROJECT COMPLETION

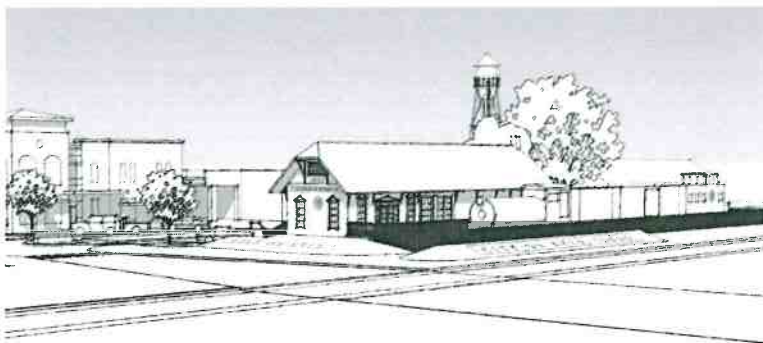
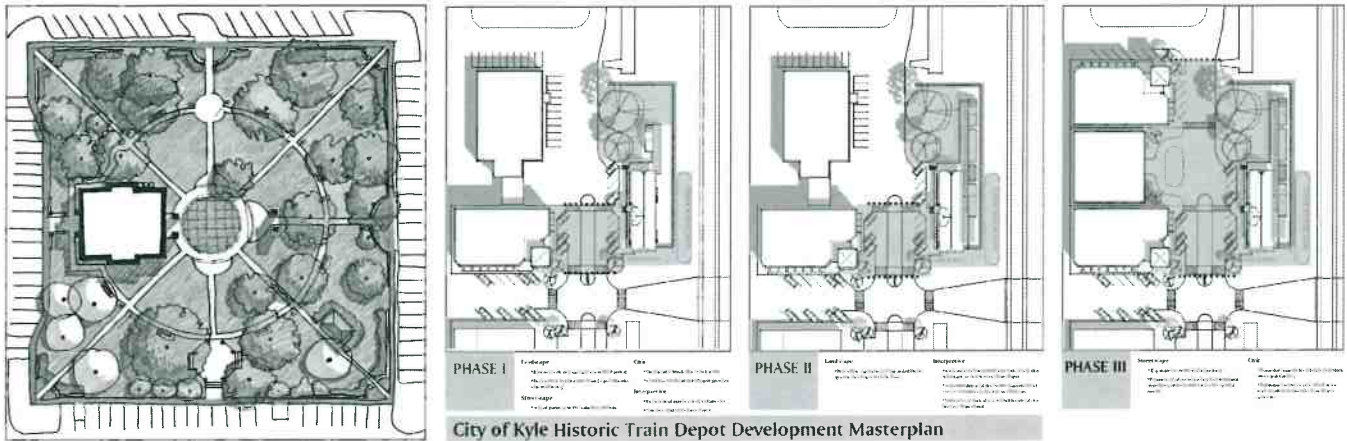
2007

REFERENCE

Randy Allen
Reef Enterprises, LLC
(719) 527-9899

408 East Sixth Street is located in the heart of Austin's Sixth Street National Register Historic District. Antenora Architects was brought on to renovate and expand an existing building that had been vacant for several years and was in a state of severe disrepair. The historic nature of the two adjacent buildings limited site access and created many design and construction challenges for the renovation effort. AALP was able to fully update the space, and design a building that is sensitive to its historic surroundings while expressing modern materials and methods of construction.

The building features entertainment on two levels including two bars, a stage area and a large roof top seating area that offers spectacular views of the downtown skyline. The addition to the rear of the building provided an opportunity to install a new accessible stairway as well as accessible restrooms on both levels, and a small office space.



PROJECT COST

NA

PROJECT SIZE

Downtown Area

SERVICES PROVIDED

Master Plan
Historic Preservation/Renovation
Architecture/Interiors
Signage
Way-finding
Landscape Design
Public Process

COMPLETION DATE

2010

REFERENCE

Tom Mattis
City Manager
City of Colonial Heights, Virginia
(804) 520-9266

The City of Kyle engaged Antenora Architects over a period of several years to assist them with multiple projects within their city center.

Kyle City Hall

During the design and construction of Kyle's New City Hall, Antenora Architects LLP served in a supervisory role as the acting City Architect. Antenora Architects LLP worked with BLGY, the Architect of Record, to provide Quality Control throughout the construction process.

Municipal Complex Master Plan

Antenora Architects LLP developed a vision for the integration of the new Kyle City Hall and the City of Kyle's Historic Train Depot with future site improvements and municipal facility growth. 3D Concept Models were used to aid the public process in presentations to City Council. This vision continues to represent Kyle's plan for municipal facility expansion as its population growth rate continues to rise.

City Park Master Plan

The City of Kyle's original Town Hall is situated on a public square as is typical in small towns throughout Texas. Antenora Architects LLP and TBG Partners Landscape Architects created a City Park Master Plan to enhance the role of this classically oriented central green at the Kyle City Center.

Kyle's Historic Train Depot Rehabilitation

AALP acted as Architect of Record for the repair, stabilization, renovation and adaptive reuse of the City of Kyle's Historic Train Depot. This 2,300 square foot facility currently serves as the City's Visitor Center and home to the Chamber of Commerce Offices. The restored Depot was also designed to provide supplementary city office space and to house exhibit space that features The City of Kyle's rich cultural history.



PROJECT COST
\$675K

PROJECT SIZE
5,000 sf

SERVICES PROVIDED

Adaptive Re-use
Planning
Interior Design
Presentation Graphics
Public Process
Landscape Design
Value Engineering
Existing Conditions Assessment

PROJECT ROLE
Architect of Record

COMPLETION DATE
2013

REFERENCE

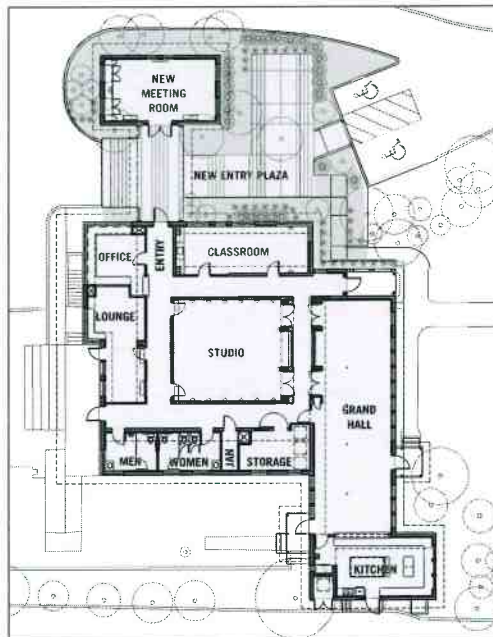
Amy Miller
Community Development
Director
City of Elgin, Texas
(512) 281-5724



STUDIO ROOM - BEFORE



STUDIO ROOM - AFTER



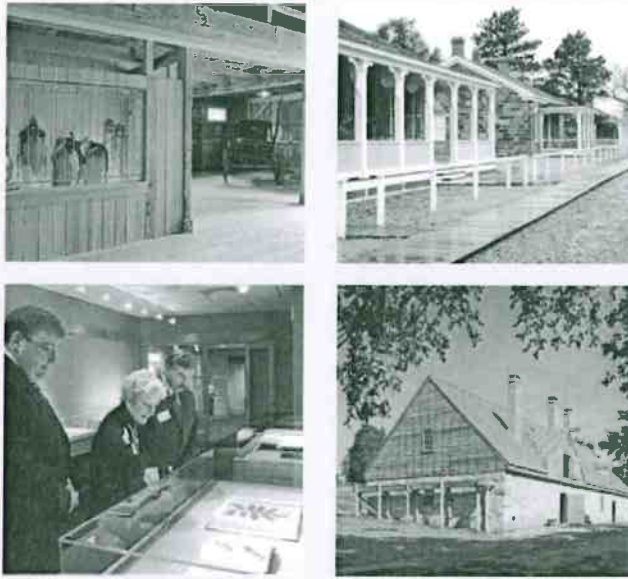
Antenora Architects was commissioned by the City of Elgin to renovate and adaptively re-use the former Fleming Hospital. The Fleming Hospital was constructed in 1938 and was the City's only medical facility at the time, and is a superb example of the Texas Deco style. After years of neglect, AALP assisted in a complete interior renovation and reconfiguration to serve as a new Multi-purpose Community Center and Pool Facility, while maintaining the building's original exterior appearance.

The renovated space includes a senior center, a youth center, an art/cooking instruction classroom, a yoga/dance instruction studio, and administrative offices. The proposed next phase will include improvements to the municipal pool deck and locker room areas located at the rear of the building.

HISTORIC PRESERVATION ARCHITECT

FIRM PROFILE & PROJECT EXPERIENCE

WE SEE A BETTER WORLD



Quinn Evans Architects (QEA) is a full service architectural firm with offices in Washington, D.C., Ann Arbor and Detroit, Michigan and Madison, Wisconsin. In order to meet our clients' needs, our comprehensive services include architecture, preservation, interior design, planning, and landscape architecture. Our creative and sensitive design solutions have addressed the renovation and restoration of existing structures and sites, preservation and reuse of important buildings, as well as the design of expansions and new structures that complement and respect their surrounding environment. In addition to full architectural services, we offer a diverse portfolio that combines context-sensitive and innovative designs with sustainable strategies.

More than 100 projects in the firm's portfolio have been honored with over 120 awards for quality design, outstanding restoration work, and innovative approaches to adapting existing facilities for new uses.

With over two decades of experience, QEA's professionals combine expertise in renovation architecture with knowledge of the special issues involved in developing context-sensitive new construction. This enables us to renew important cultural landmarks, while maximizing the structure's economic viability and fostering community pride in the built environment.

The experienced professionals at Quinn Evans Architects are committed to elegance in design and well-crafted solutions that sustain and renew the tradition of our built environment.

Founded in 1984

Larry R. Barr, AIA, President
Steven C. Jones, AIA, Executive Vice President
Jeffrey C. Luker, AIA, Vice President
Elisabeth Knibbe, FAIA, Vice President

Michael L. Quinn, FAIA, Founder, Principal
Daniel Curry, AIA, Principal
Ann K. Dilcher, AIA, Principal
Carl Elefante, FAIA, Principal
Thomas Jester, AIA, Principal
J. Leora Mirvish, AIA, Principal
James Mumby, AIA, Principal
Jeanine Quaglia, Principal
Patrick Roach, AIA, Principal
Alyson Steele, AIA, Principal

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v 313 887 9560

1037 Sherman Avenue
Madison, Wisconsin 53703
v 608 260 8020

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ANN ARBOR, MI
DETROIT, MI
MADISON, WI

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EXPERIENCE AT HISTORIC SITES

GEA understands the importance of preserving and maintaining the character-defining elements of historic sites, while providing for their continued use for public enjoyment and education. We have experience identifying and preserving landscape and site features, as well as designing new site elements and buildings, without compromising the site's historic integrity.

Aldie Mill, Loudoun County, Virginia

Belmont Estate, Falmouth, Virginia

Boston Company Store, Cuyahoga Valley National Park, Brecksville, Ohio

Chesapeake & Ohio Canal National Historical Park, Washington, DC & Maryland

Chesapeake Bay Maritime Museum, Saint Michaels, Maryland

Charles Carroll House, Annapolis, Maryland

Crossroads Village Historical Park, Genesee County, Michigan

Dayton Aviation Heritage National Historical Park, Dayton, Ohio

Ferry Hill Plantation, Sharpsburg, Maryland

Fort Hunt, Alexandria, Virginia

George Washington's Ferry Farm, Stafford County, Virginia

George Washington's Mount Vernon Estate & Gardens, Mount Vernon, Virginia

Harry S Truman Home, Independence, Missouri

Henry Ford Estate - Fair Lane, Dearborn Michigan

Hyattstown Mill, Clarksburg, Maryland

Lincoln Boyhood National Monument, Lincoln City, Indiana

Menokin Plantation, Warsaw, Virginia

Mt. Zion Church, Loudoun County, Virginia

Nankin Mills, Interpretive Center, Westland, Michigan

Peirce Mill, Rock Creek Park, Washington, DC

Riversdale, Riverdale, Maryland

Tryon Palace Historic Sites & Gardens, New Bern, North Carolina

Ulysses S. Grant, National Historic Site, St. Louis, Missouri

Woodlawn Plantation, Mount Vernon, Virginia



QUINN EVANS
ARCHITECTS

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MADISON, WI

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VISITOR AND COMMUNITY CENTERS



QEA understands that the visitors' experience needs to be a primary consideration in the design process. From feasibility studies to building rehabilitations and renovations to new designs intended to reflect the aspirations of the center, QEA professionals combine expertise in rehabilitation architecture with knowledge of the special issues involved in the planning and design of community and support spaces. In all cases, the firm's underlying philosophy has been to establish the facilities as socially-important cultural landmarks, creating community pride through the continuation and reinforcement of each center's mission.

Boston Company Store, Cuyahoga Valley National Recreation Area, Brecksville, Ohio

Brown v. Board of Education National Historic Site, Topeka, Kansas

Chesapeake Bay Maritime Museum, St. Michaels, Maryland

Coastal Maine Botanical Gardens, Boothbay, Maine

Crossroads Village, Genesee County, Michigan

Eastern Market, Washington, DC

Fort Michilimackinac, Mackinaw City, Michigan

George C. Marshall International Center at Dodona Manor, Leesburg, Virginia

George Washington's Ferry Farm, Stafford County, Virginia

Hillwood Museum & Gardens, Washington, DC

Ivy Point Interpretive Center, Salem, New Jersey

Lamond Recreation Center, Washington, DC

Mackinac Bridge Museum & Welcome Center, St. Ignace, Michigan

Mississippi River Visitor Center, St. Paul, Minnesota

Nankin Mills Interpretive Center, Westland, Michigan

Perry's Victory & International Peace Memorial, Put-in-Bay, Ohio

Tryon Palace Historic Sites & Gardens, New Bern, North Carolina

Ulysses S. Grant National Historic Site Interpretive and Visitor Center, St. Louis, Missouri

Waterman's Community Center, New Haven, Maine

Wright-Dunbar Interpretive Center, Dayton Aviation Heritage National Historical Park, Dayton, Ohio



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NATIONAL HISTORIC LANDMARKS

QEA has provided planning and design services for the restoration and renovation of numerous National Historic Landmarks, including:

<i>Project name & location</i>	<i>Established</i>	<i>Listed</i>
Arkansas Post National Memorial, Gillett, AR	1686	1960
Bathhouse Row, Hot Springs, AR	1832	1987
Ashburton House (part of St. John's Church), Washington, DC	1810?	1960
Arts and Industries Building, Washington, DC	1879 - 1881	1971
Daughters of the American Revolution Constitution Hall, Washington, DC	1929	1985
Healy Hall, Georgetown University, Washington, DC	1877 - 1879	1987
Old Naval Observatory (now Potomac Annex #2), Washington, DC	1845 - 1875	1965
Old Post Office Building, Washington, DC	1891	1971
Library of Congress (Jefferson Building), Washington, DC	1890 - 1897	1965
Meridian Hill Park, Washington, DC	1915?	1994
Octagon House, Washington, DC	1799	1960
Sherman Building, US Armed Forces Retirement Home, Washington, DC	1848 - 1950	1973
State War and Navy Building (EEOB), Washington, DC	1872 - 1885	1971
St. John's Church, Washington, DC	1816, 1820	1960
St. Elizabeths Hospital, Washington, DC	1845 - 1925	1990
United States Treasury Building, Washington, DC	1836 - 1869	1971
The US Marine Corps Barracks & Commandant's House, Washington, DC	1800?	1976
The White House, Washington, DC	1792 - 1800	1960
Woodrow Wilson House, Washington, DC	1915?	1964
Cahokia Mounds, Collinsville, IL	700 - 1400	1964
Joseph Bailey Homestead, Porter County, IN	1774 - 1835	1962
Lincoln Boyhood Home, Spencer County, IN	1816 - 1830	1960
Herbert Hoover Birthplace, West Branch, IA	1874	
Fort Larned, Pawnee County, KS	1859 - 1878	1960
Fort Scott, Fort Scott/Bourbon County, KS	1842 - 1865	1961
Spring Hill Ranch, Strong City, KS	1878 - 1888	1997
Sumner Elementary School/Monroe Elementary School, Topeka/Shawnee County, KS	1927 - 1975	1987
London Town Publik House, Woodland Beach, MD	1745	1970
Riversdale Mansion, Riverdale, MD	1790 - 1830	1997
Cranbrook Educational Community, Bloomfield Hills, MI	1926 - 1999	1989
Alden Dow House & Studio, Midland, MI	1936	1989
Calumet Historic District, Calumet, MI	1864	1989
Fair Lane - Henry Ford Estate, Dearborn, MI	1909	1966
Ford Piquette Avenue Plant, Detroit, MI	1904	2006
Ford River Rouge Complex, Dearborn, MI	1917	1978
Fort Michilimackinac, Mackinac City, MI	1681	1960
Highland Park Ford Plant, Highland Park, MI	1910	

NATIONAL HISTORIC LANDMARKS (continued)

<i>Project name & location</i>	<i>Established</i>	<i>Listed</i>
McGregor Memorial Conference Center, <i>Detroit, MI</i>	1958	pendg
Mackinac Island State Historic Park, <i>Mackinac City, MI</i>	1875	1960
Michigan State Capitol, <i>Lansing, MI</i>	1872 - 1878	1992
Quincy Mining Company Historic District, <i>Hancock, MI</i>	1846	1989
Harry S Truman Farm Home, <i>Grandview, MO</i>	1906 - 1917	1985
Harry S Truman Historic District, <i>Independence, MO</i>	1919	1971
White Haven, <i>Grantwood Village, MO</i>	1848	1986
Gateway Arch, <i>St. Louis, MO</i>	1987	1987
Wright Cycle Company and Printing Shop, <i>Dayton, OH</i>	1886 - 1895	1990
Wright Flyer III, <i>Dayton/Montgomery County, OH</i>	1905	1990
Fallingwater, <i>Mill Run, PA</i>	1937	1976
The Hermitage, <i>Nashville, TN</i>	1819	1960
Gari Melcher's Home, <i>Falmouth, VA</i>	1916	1965
Gunston Hall, <i>Alexandria, VA</i>	1780?	1960
Mount Vernon, <i>Alexandria, VA</i>	1757	1960
Menokin, <i>Warsaw, VA</i>	1769	1971
George Washington's Boyhood Home, <i>Fredericksburg, VA</i>	1738	2000
Rotunda, University of Virginia, <i>Charlottesville, VA</i>	1804?	1965
Woodlawn, <i>Alexandria, VA</i>	1799 - 1805	1998
Wren Building - College of William & Mary, <i>Williamsburg, VA</i>	1695, 1720, 1926	1960
City Hall, <i>Milwaukee, WI</i>	1895	2005
Robert M. LaFollette Home, <i>Maple Bluff, WI</i>	1905	1964
Villa Louis, <i>Prairie du Chien, WI</i>	1943	1960

NHL HISTORIC DISTRICTS WITH QEA PROJECTS

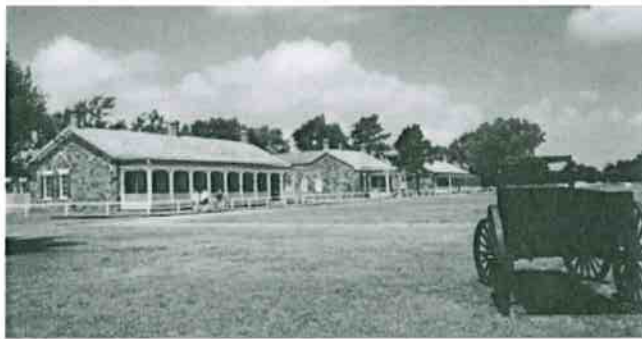
<i>Project name & location</i>	<i>Listed</i>
Lafayette Square Historic District, <i>Washington, DC</i>	1970
Georgetown Historic District, <i>Washington, DC</i>	1967
Martin Luther King Jr. Historic District, <i>Atlanta, GA</i>	1977
Colonial Annapolis Historic District, <i>Annapolis, MD</i>	1965
Mount Vernon Place Historic District, <i>Baltimore, MD</i>	1971
St. Mary's City Historic District, <i>St. Mary's City, MD</i>	1969
US Naval Academy, <i>Annapolis, MD</i>	1961
Sandy Hook Proving Ground Historic District, <i>Sandy Hook, NJ</i>	1982
Abraham Lincoln Home, <i>Springfield, IL</i>	1960
Deadwood Historic District, <i>Deadwood, SD</i>	1961
Alexandria Historic District, <i>Alexandria, VA</i>	1966
University of Virginia Historic District, <i>Charlottesville, VA</i>	1971

FORT LARNED NATIONAL HISTORIC SITE

LARNED, KANSAS



QUINN EVANS
ARCHITECTS



PROJECT SUMMARY

The Fort Larned National Historic Site preserves Fort Larned, which operated from 1859-1878 protecting travelers along the Santa Fe Trail. The fort survives as one of the best-preserved examples of Indian Wars-period forts. Quinn Evans Architects has worked on several projects over the years at the site.

QEA prepared a **Cultural Landscape Report** that offered recommendations and preservation treatments consistent with the landscape's significance, condition, and planned use. QEA also led the final **restoration effort on Officer's Row**. The project included preparation of an Historic Structure Report on the three buildings comprising Officer's Row, preparation of contract documents, specifications and cost estimates, a structural analysis of all nine buildings, and recommendations for a park-wide fire and intrusion alarm system.

PROJECT DETAILS

RESTORATION OF OFFICERS' ROW;
CULTURAL LANDSCAPE REPORT
ON FORT SITE

HISTORIC STRUCTURAL REPORTS
AND IMPLEMENTATION OFFICERS'
ROW (NINE BUILDINGS)
RESTORATION NATIONAL
HISTORIC SITE, 1964

CLIENT

NATIONAL PARK SERVICE

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

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FORT SCOTT NATIONAL HISTORIC SITE

FORT SCOTT, KANSAS



PROJECT SUMMARY

Fort Scott's historical importance arose from its position in a line of eight forts, stretching from Fort Snelling (Minnesota) in the north to Fort Jessup (Louisiana) in the south.

A Cultural Landscape Report was prepared by QEA to identify treatment options and propose specific recommendations for implementing those treatments throughout the site. A subsequent concept design was developed to address site drainage, view sheds, prairie maintenance, archaeological resources, screening of off-site intrusions, ground cover maintenance for the parade ground, accommodations for special events, interpretation of non-extant associated resources, visitor circulation, and universal access.

PROJECT DETAILS

CULTURAL LANDSCAPE REPORT AND
TREATMENT RECOMMENDATIONS
WITH CONCEPT DESIGNS

DESIGNATED AS A NATIONAL
HISTORIC SITE IN 1978

CLIENT

NATIONAL PARK SERVICE

WASHINGTON, DC
ANN ARBOR, MI
MADISON, WI

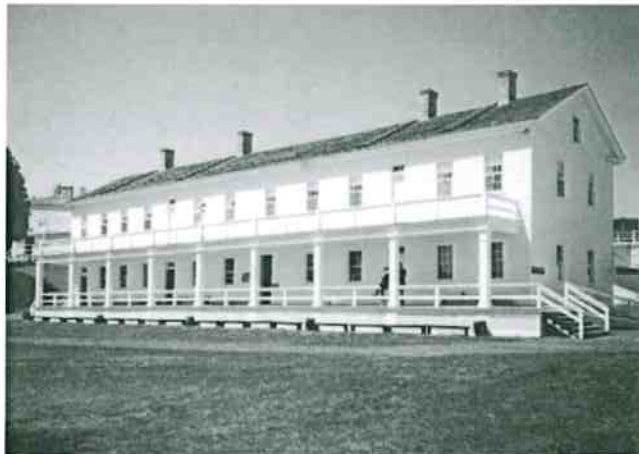
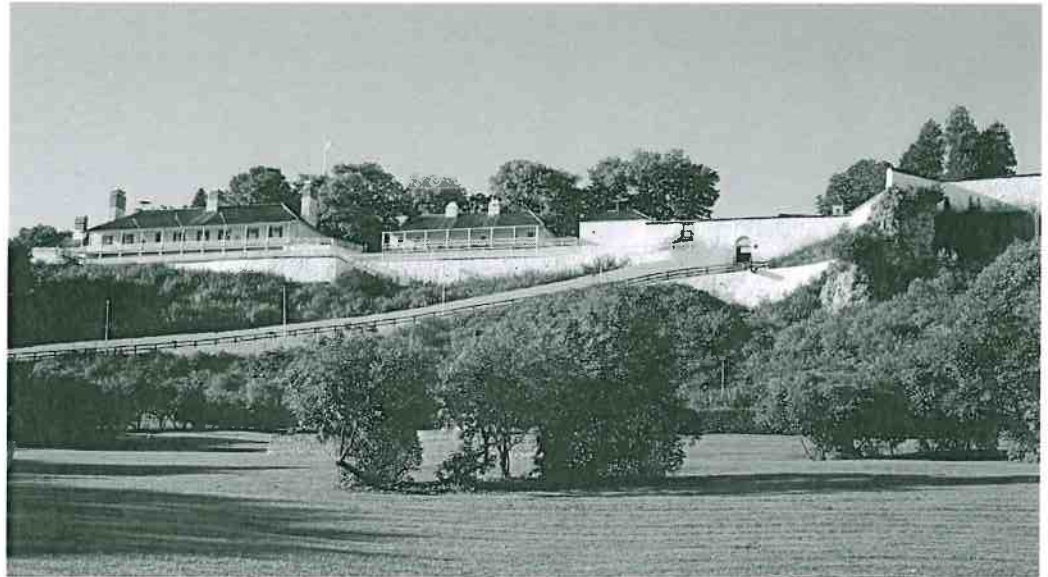
WWW.QUINNEVANS.COM

FORT MACKINAC

MACKINAC ISLAND, MICHIGAN



QUINN EVANS
ARCHITECTS



PROJECT SUMMARY

QEA has led renovation and restoration of several buildings in the Fort Mackinac complex. Along with Historic Structure Reports for three prominent buildings at the fort, QEA provided renovation services to adapt a portion of the soldiers' barracks into a new 1,500-sf gift shop, and provided design services for a new building to house the historic artifacts collections of the Mackinac State Historic Parks. The new building was designed as a two-story wood frame structure with clapboard siding and wood double-hung windows, to be compatible with the fort's historic buildings. The facility was equipped with sophisticated environmental controls, fire protection and security systems.

PROJECT DETAILS

HISTORIC STRUCTURES REPORTS
FOR SEVERAL FORT BUILDINGS

1,500-SF GIFT SHOP

CURATORIAL COLLECTION STORAGE
AND OFFICE FACILITY

ORIGINAL FORT CONSTRUCTED IN 1860s

CLIENT

MACKINAC STATE HISTORIC PARKS
COMMISSION

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

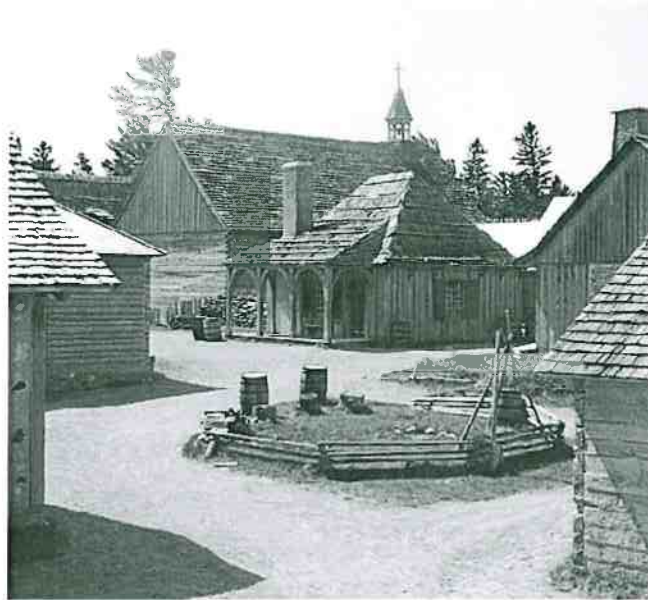
WWW.QUINNEVANS.COM

FORT MICHILIMACKINAC

MACKINAW CITY, MICHIGAN



QUINN EVANS
ARCHITECTS



PROJECT DESCRIPTION

Fort Michilimackinac is an 18th-century British fort at the south shore of the Straits of Mackinac, encompassing 20 acres and over 20 buildings within a timber stockade. The fort was authentically reconstructed in its original location, based upon detailed archeological research.

QEA executed two major projects at Fort Michilimackinac: renovation of the existing visitor center and renovation of the Archeological Tunnel, an underground archeological exhibit.

The fort's visitor center was constructed in the 1960's as a gateway through which all visitors to the fort must pass. QEA's re-design created an interior more compatible with the historic nature of the site, incorporating various artifacts, such as a 32-foot long Voyageur canoe, into the design. A 2,000-sf gift shop was added and improvements were made for visitor circulation throughout the facility. New interior finishes, enhanced lighting and custom gift shop fixtures, and new custom ticket and sales counters were included in the re-design.

New exterior signage for the building and site and repairs to the Archeological Tunnel were additional improvements at the fort. Severe leakage and the absence of a mechanical system to control heating, ventilation or humidity, had resulted in the rapid deterioration of exhibits and artifacts. QEA worked with the Mackinac Island State Historic Parks Commission to install an exterior waterproof membrane and drainage system and developed environmental controls for the interior exhibits and architecture.

PROJECT DETAILS

5,000-SF VISITOR CENTER RENOVATIONS

BUILT IN 1960s

LISTED IN THE NATIONAL REGISTER OF
HISTORIC PLACES

FAST-TRACK CONSTRUCTION

CLIENT

MACKINAC STATE HISTORIC PARKS
COMMISSION

WASHINGTON, DC
ANN ARBOR, MI
MADISON, WI

WWW.QUINNEVANS.COM

JEFFERSON BARRACKS

ST. LOUIS, MISSOURI



PROJECT SUMMARY

Provided architectural preservation consulting necessary to prepare a master plan for the Jefferson Barracks Museum Complex. The plan creates a historical cultural district focused on Military and U.S. history. The survey included land, resource and historic structures assessment for condition and integrity and a plan for rehabilitation.

PROJECT DETAILS

HISTORIC PRESERVATION
CONSULTANT FOR MASTER PLAN
SURVEY INCLUDED 23 BUILDINGS
ESTABLISHED IN 1826
IN ASSOCIATION WITH WOOLPERT

CLIENT

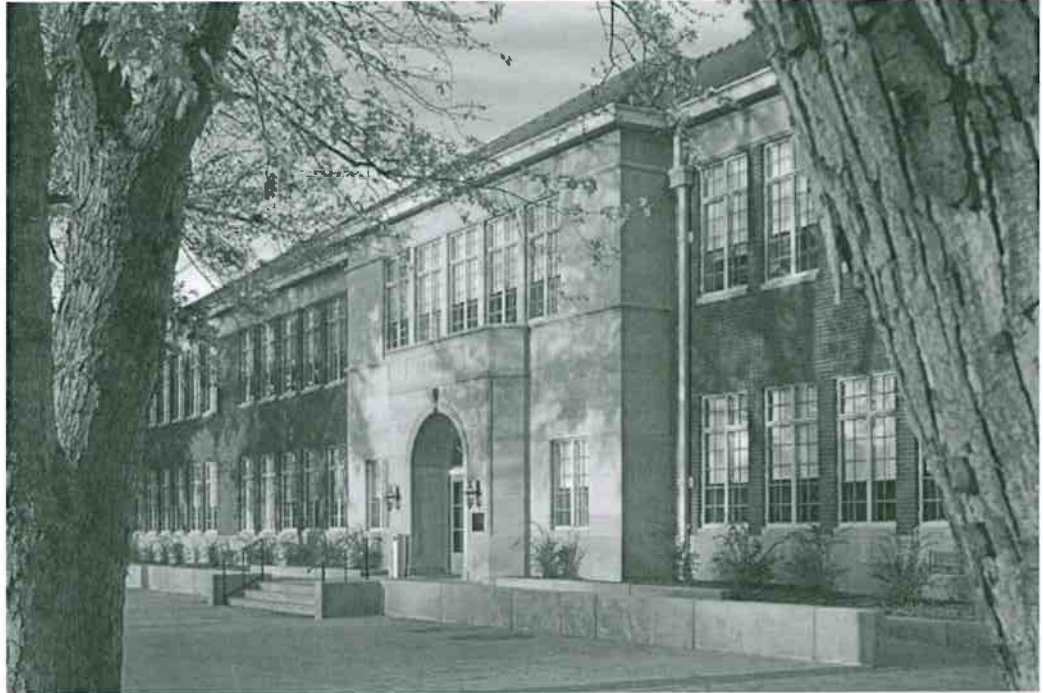
ST. LOUIS COUNTY ECONOMIC
COUNCIL

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

WWW.QUINNEVANS.COM

BROWN V. BOARD OF EDUCATION NATIONAL HISTORIC SITE

MONROE ELEMENTARY SCHOOL, TOPEKA, KANSAS



PROJECT SUMMARY

QEA transformed Topeka's historic Monroe Elementary School, associated with the landmark 1954 US Supreme Court decision on segregation, into a dynamic visitor center and regional resource for scholars of desegregation. After preparing a comprehensive Historic Structure Report to guide the work, QEA restored the building's masonry exterior and sensitively rehabilitated the interior to provide a backdrop for exhibits to educate visitors about race and the struggle for equality in America. The restored school was the only site selected by President George W. Bush to celebrate the 50th anniversary of the historic Brown v. Board of Education case.

ACCOLADES

2005 Board of Advisors Honor Award, National Trust for Historic Preservation

PROJECT DETAILS

REHABILITATION/ADAPTIVE USE OF
ELEMENTARY SCHOOL FOR USE
AS AN INTERPRETIVE CENTER

52,500 SF

BUILT IN 1926-27

DESIGNATED NATIONAL HISTORIC
LANDMARK, 1992

GEOTHERMAL SYSTEM

CLIENT

NATIONAL PARK SERVICE

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

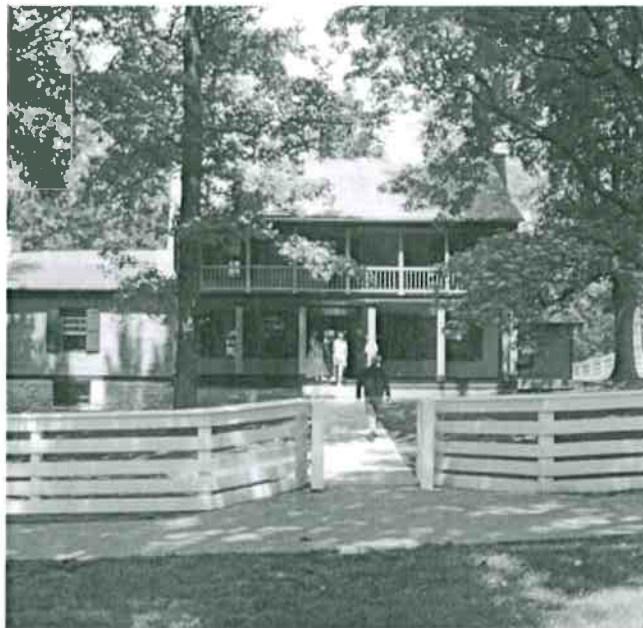
WWW.QUINNEVANS.COM

ULYSSES S. GRANT NATIONAL HISTORIC SITE

ST. LOUIS, MISSOURI



QUINN EVANS
ARCHITECTS



PROJECT SUMMARY

QEA enhanced the visitor experience at White Haven, the Grant family's farm near St. Louis. The design of the new Visitor Center is reminiscent of a farm outbuilding, appearing as an outgrowth of the farmstead. QEA also relocated the barn, originally constructed to house Grant's prize horses in the 1860s, out of the floodplain and placed it next to the Visitor Center, where it serves as exhibit space. Together, the Visitor Center and relocated barn create a buffer between the historic farm and the parking lot and busy roadway. A new outdoor interpretive route, landscaping, and accessibility upgrades also improve visitor enjoyment of this National Historic Site.

PROJECT DETAILS

RELOCATION OF BARN; DESIGN OF
NEW ADDITION FOR THE BARN
INTERPRETIVE CENTER AND
ADMINISTRATIVE FUNCTIONS.

STRUCTURAL STABILIZATION OF
FARMHOUSE; SITE UTILITIES;
LANDSCAPE DESIGN

9.5 ACRES

NATIONAL HISTORIC SITE

CLIENT

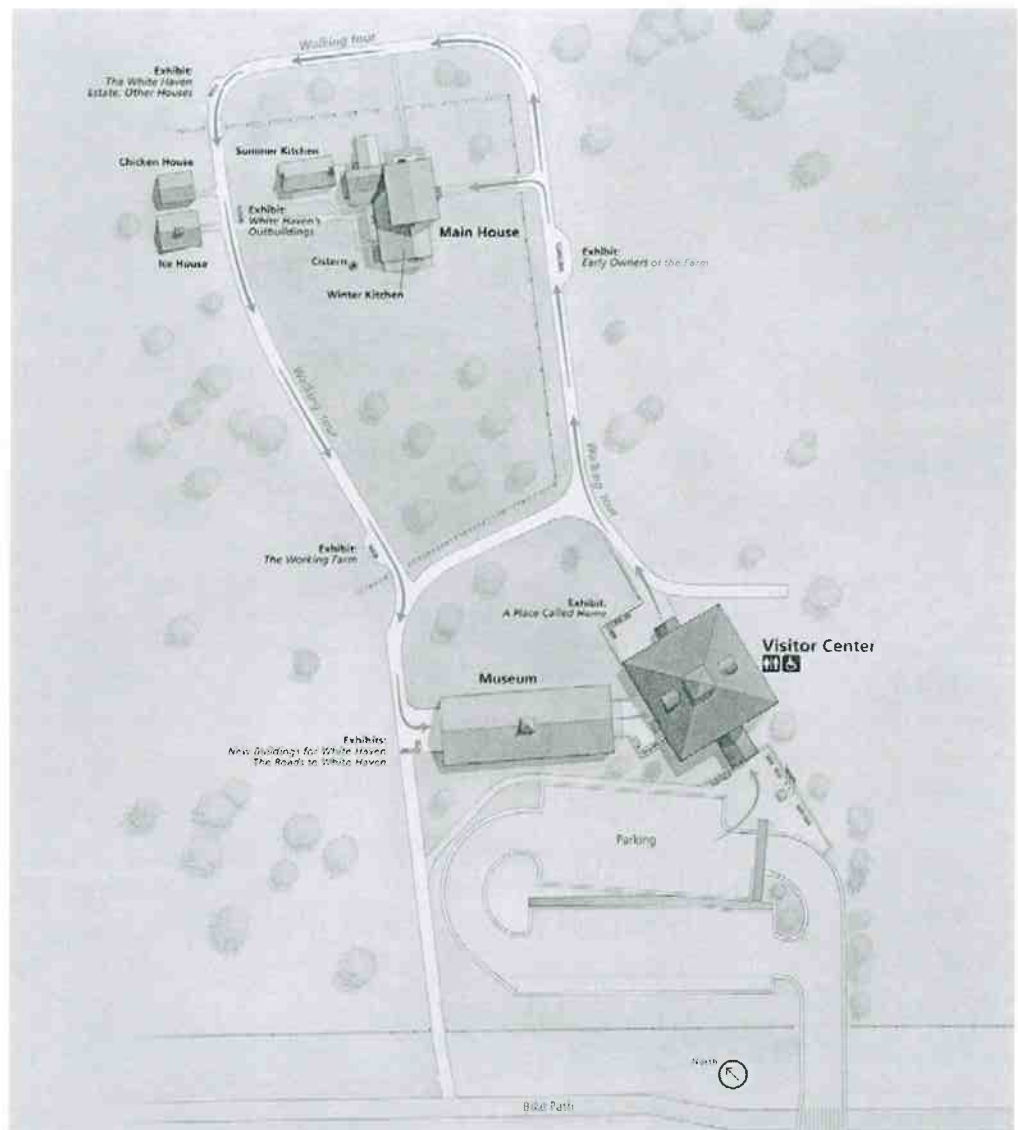
NATIONAL PARK SERVICE

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

WWW.QUINNEVANS.COM

ULYSSES S. GRANT NATIONAL HISTORIC SITE

ST. LOUIS, MISSOURI



- The siting of the visitor center to the east and the barn to the west helps screen the historic core around the house from the parking, mitigating its impact on the historic setting.
- The entry porte-cochere on the visitor center helps direct visitors into the building to begin their experience.
- Immediately inside the visitor center are restrooms and a drinking fountain, providing important visitor services.
- Adjacent to the restrooms is the ranger contact station to handle all visitor requests for information.
- A theatre is located just beyond the ranger contact station which provides an orientation film that begins the interpretation of White Haven, Julia Grant's family homestead, and the exploration of Ulysses and Julia's life at the site, during the civil war and through his Presidency.
- The film's conclusion depicts an iconic historic image of the house and as the scrim is raised, upon which the film is projected, the house can be seen from the same vantage point through the theatre's full height windows.
- The visitor then exits the visitor center through the rear doors and begins their tour of the house, grounds and outbuildings aided by various interpretive waysides and exhibits inside the house and outbuildings.
- The visitor flow then leads them into and through the barn where multiple exhibits continue the interpretive themes of the site.
- Visitor flow leads them back into the visitor center at the bookstore; past the ranger contact station and then past the restrooms before exiting the visitor center and returning to the parking lot.

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

WWW.QUINNEVANS.COM

WRIGHT-DUNBAR INTERPRETIVE CENTER

DAYTON AVIATION HERITAGE NATIONAL HISTORICAL PARK, DAYTON, OHIO



QUINN EVANS
ARCHITECTS



PROJECT SUMMARY

QEA led the renovation of the Hoover Block, based on a Historic Structures Report (HSR) prepared by the firm to guide the building's restoration and rehabilitation. The project included preparation of a finish analysis for Hoover Block's second floor and coordinating implementation of the HSR recommendations with the design of interpretive exhibits.

PROJECT DETAILS

HISTORIC STRUCTURE REPORT

RENOVATION OF HISTORIC BLOCK
BUILDING FOR USE AS A MUSEUM
/VISITORS CENTER

HOOVER BLOCK CONSTRUCTED 1890

DESIGNATED A NATIONAL HISTORIC
LANDMARK 1990

CLIENT

NATIONAL PARK SERVICE

WASHINGTON, DC
ANN ARBOR, MI
MADISON, WI

WWW.QUINNEVANS.COM

THE BENJAMIN FRANKLIN MUSEUM

PHILADELPHIA, PENNSYLVANIA



QUINN EVANS
ARCHITECTS



PROJECT SUMMARY

Quinn Evans Architects led the renovation of the museum dedicated to the life and legacy of Benjamin Franklin which is located at Franklin Court in Independence National Historical Park. The museum is located underground below a steel “ghost structure” designed by Robert Venturi and Denise Scott Brown for the Bicentennial which outlines the spot where Franklin’s stately brick home once stood. A modernized entrance pavilion at the courtyard level will serve as an inviting entry point to the museum below where the comprehensive renovation will provide a new setting for modern interpretation with state-of-the-art exhibits.

PROJECT DETAILS

MUSEUM DEDICATED TO THE LIFE
AND LEGACY OF BENJAMIN
FRANKLIN

RENOVATION AND EXPANSION OF
MUSEUM FACILITY - EXHIBIT
GALLERIES, WELCOME CENTER
AND RETAIL STORE

ORIGINAL BUILDING DESIGNED IN
1976 BY ROBERT VENTURI AND
DENISE SCOTT BROWN

CLIENT

NATIONAL PARK SERVICE

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

WWW.QUINNEVANS.COM

PERRY'S VICTORY AND INTERNATIONAL PEACE MEMORIAL VISITOR CENTER

PUT-IN-BAY, OHIO



QUINN EVANS
ARCHITECTS



PROJECT SUMMARY

QEA designed a new visitor center to provide appropriate amenities for visitors and interpretive exhibits that tell the story of Admiral Perry's victory in the Battle of Lake Erie during the War of 1812. The design complements the Classical style of the historic memorial and incorporates materials that reflect South Bass Island's vernacular architecture. QEA also designed landscape treatments to connect the visitor center with points of interest within the park boundaries.

PROJECT DETAILS

SITE IMPROVEMENTS,
CONSTRUCTION OF NEW VISITOR
CENTER, NEW CURATORIAL
STORAGE FACILITY, AND
OBSERVATION DECK CONDITIONS
ASSESSMENT REPORT

BUILT 1912-15

CLIENT

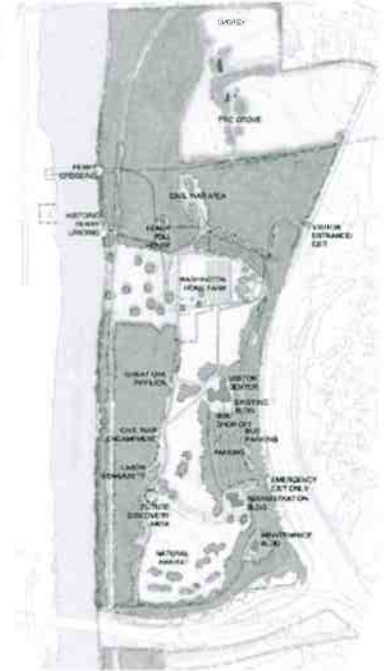
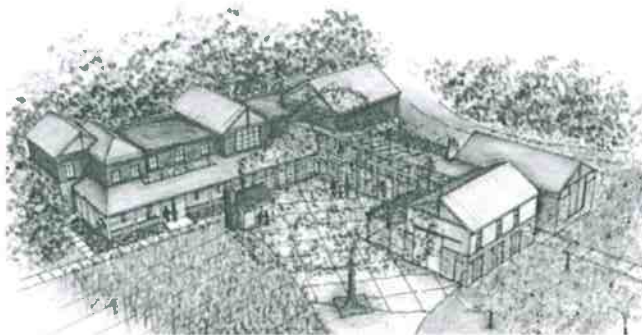
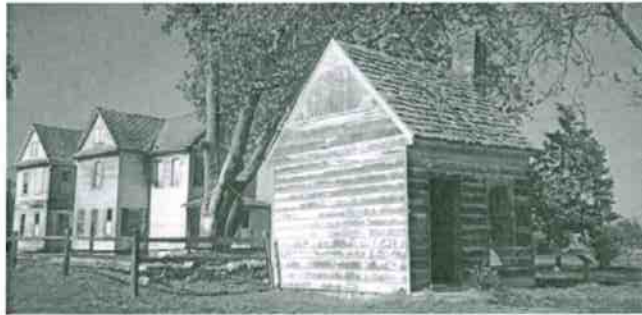
NATIONAL PARK SERVICE, MIDWEST
REGIONAL OFFICE

WASHINGTON, DC
ANN ARBOR, MI
MADISON, WI

WWW.QUINNEVANS.COM

GEORGE WASHINGTON'S FERRY FARM

STAFFORD COUNTY, VIRGINIA



PROJECT SUMMARY

Quinn Evans Architects created a long-term master plan for the development of this historic site, which was the principal residence of George Washington during his formative years, to create a heritage tourism destination. The site infrastructure, landscape design, and interpretational plan, including a new visitor center, strengthen connections to the surrounding community.

ACCOLADES

"Not only a willingness, but an active commitment, to work with the ideas and input of board and staff, was a high priority for us in a planning team. We have found that in Quinn Evans..."

—W. Vernon Edenfield, President

PROJECT DETAILS

MASTER PLAN FOR DEVELOPMENT
OF HISTORIC SITE INTO TOURIST
DESTINATION

77-ACRE FERRY FARM; ADJACENT
30-ACRE PINE GROVE FARM

NATIONAL HISTORIC LANDMARK

BUDGET

N/A PLANNING

CLIENT REFERENCE

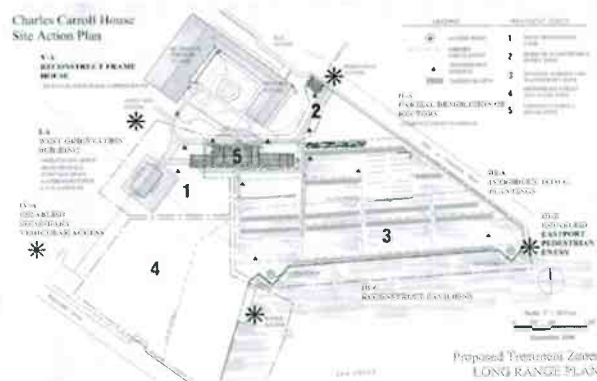
WILLIAM E. GARNER, PRESIDENT
GEORGE WASHINGTON'S
FREDERICKSBURG FOUNDATION
/540.370.3381

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

WWW.QUINNEVANS.COM

CHARLES CARROLL HOUSE

ANNAPOLIS, MARYLAND



PROJECT SUMMARY

Quinn Evans Architects directed the preparation of a "Site Action Plan," which is similar to a National Park Service "Cultural Landscape Report." It created a master plan for short+ term and long-term site restoration and improvements.

QEA is also responsible for the stabilization and restoration of the primary structural systems, replacement of a failed slate roof, and solutions to building envelope / moisture intrusion problems. This work was funded by a Save America's Treasures grant, matched by a State of Maryland bond bill.

ACCOLADES

2011 Maryland Preservation Award for Project Excellence,
Maryland Historical Trust

PROJECT DETAILS

"SITE ACTION PLAN" FOR FIVE-ACRE SITE
ORIGINALLY BUILT 1680, 1720, 1770
LOCATED WITHIN COLONIAL
ANNAPOLIS HISTORIC DISTRICT (NHL)

CLIENT

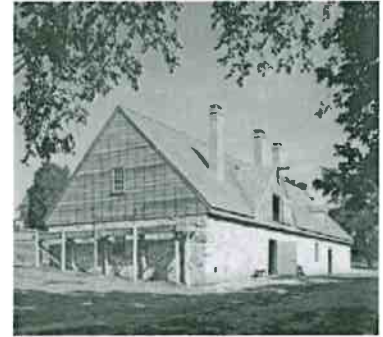
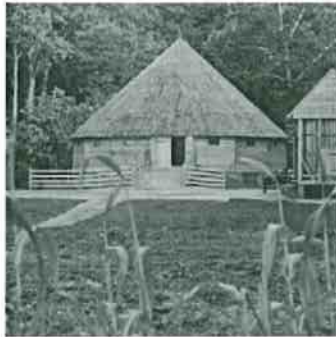
THE REDEMPTORISTS / CHARLES
CARROLL HOUSE OF ANNAPOLIS, INC.

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

WWW.QUINNEVANS.COM

GEORGE WASHINGTON'S MOUNT VERNON ESTATE & GARDENS

MOUNT VERNON, VIRGINIA



PROJECT SUMMARY

George Washington's country estate, Mount Vernon, is one of the nation's oldest and most important historic house museums. Visitors can see 20 structures and 50 acres of gardens as they existed in 1799. QEA has completed several projects on the property including the Mount Vernon Museum Renovation, the Treading Barn Reconstruction and Distillery Reconstruction. The 100 year old property welcomes a million visitors each year.

ACCOLADES

1996 Honor Award, American Wood Council

1996 Merit Award, AIA/DC

"Attendance at Mount Vernon is up about 12 percent this year, and we feel the opening of the barn is one of the key factors in our success."
—James C. Rees, Executive Director

PROJECT DETAILS

MULTIPLE PROJECTS AT 500-ACRE
HISTORIC ESTATE OF THE FIRST
PRESIDENT

NATIONAL HISTORIC LANDMARK SITE

CLIENT

MOUNT VERNON LADIES' ASSOCIATION
DENNIS POGUE
ASSOCIATE DIRECTOR OF RESTORATION
703.799.8625

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

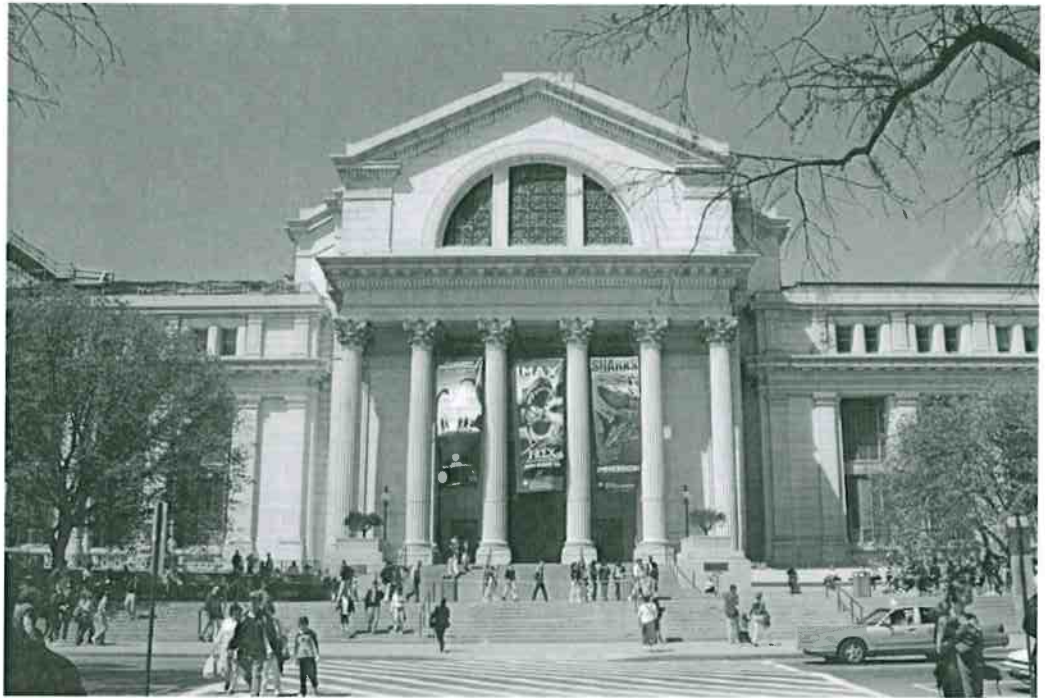
WWW.QUINNEVANS.COM

NATIONAL MUSEUM OF NATURAL HISTORY

SMITHSONIAN INSTITUTION, WASHINGTON, DC



QUINN EVANS
ARCHITECTS



PROJECT SUMMARY

Quinn Evans Architects has been responsible for multiple planning and renovation projects within this national museum including a space utilization study and the resulting space use master plan for the entire 1.4 million-square-foot facility. A comprehensive architectural survey of all spaces developed the protocol for an institution-wide Facilities Management Database which informed the comprehensive master plan, projecting a 10-year growth plan.

QEA designed the renovation and restoration of the central exhibit halls that reinstated the original beaux-arts features of the space and exposed the ornate and painted molding. The dramatic transformation restored day lighting through the large windows lining the side halls.

PROJECT DETAILS

NATIONAL HISTORIC LANDMARK;
CONSTRUCTED 1903-1911; EAST AND
WEST WINGS ADDED 1964

NATURAL HISTORY BUILDING WITH
PUBLIC MUSEUM, AS WELL AS "BACK
OF HOUSE" OFFICES, LABORATORIES
AND COLLECTION STORAGE

RENOVATION OF 51,970-SF OF MAIN-
LEVEL EXHIBIT HALLS

NATURAL HISTORY BUILDING
CONSTRUCTED 1903-1911

CLIENT

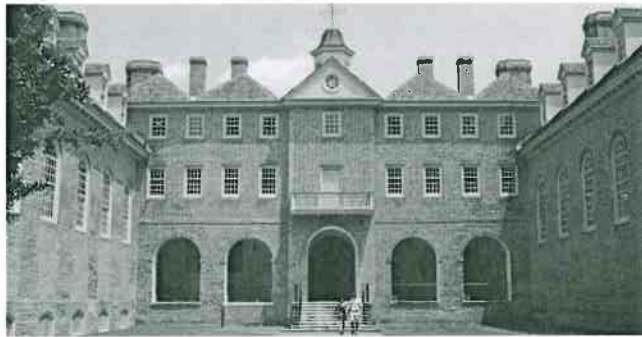
SMITHSONIAN INSTITUTION

WASHINGTON, DC
ANN ARBOR, MI
MADISON, WI

WWW.QUINNEVANS.COM

SIR CHRISTOPHER WREN BUILDING

COLLEGE OF WILLIAM & MARY
WILLIAMSBURG, VIRGINIA



PROJECT SUMMARY

Quinn Evans Architects completed the comprehensive renewal and restoration of this historic educational building which has served the College for more than three centuries. The primary focus of the work was to preserve and protect the historic architectural features while seamlessly integrating contemporary building systems and infrastructure within this fabric of the building - concealed from view. The project modernized the building preparing it for its fourth century of use.

ACCOLADES

2002 *Honor Award for Excellence in Architecture*, Virginia Society, American Institute of Architects
2001 *Award of Excellence, Historic Resources*, Washington Chapter, American Institute of Architects

PROJECT DETAILS

NATIONAL HISTORIC LANDMARK

ORIGINALLY CONSTRUCTED 1695-99;
RE-CONSTRUCTED AFTER FIRES IN
1705, 1859 AND 1862

32,000 SQUARE FEET OVER FOUR
FLOORS

CLIENT

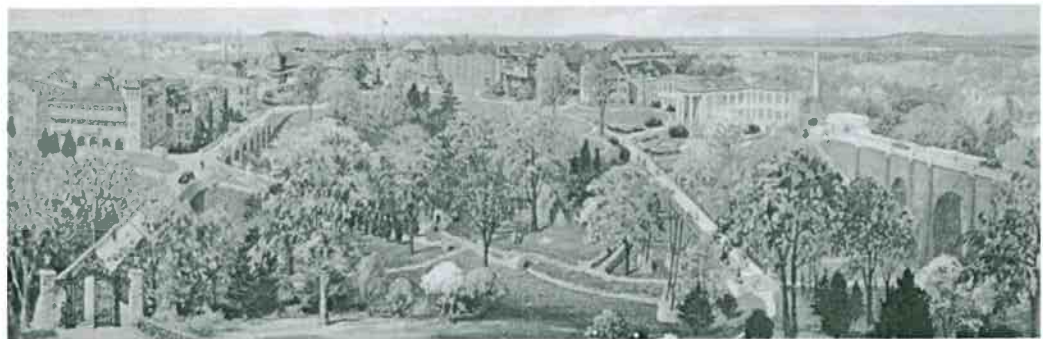
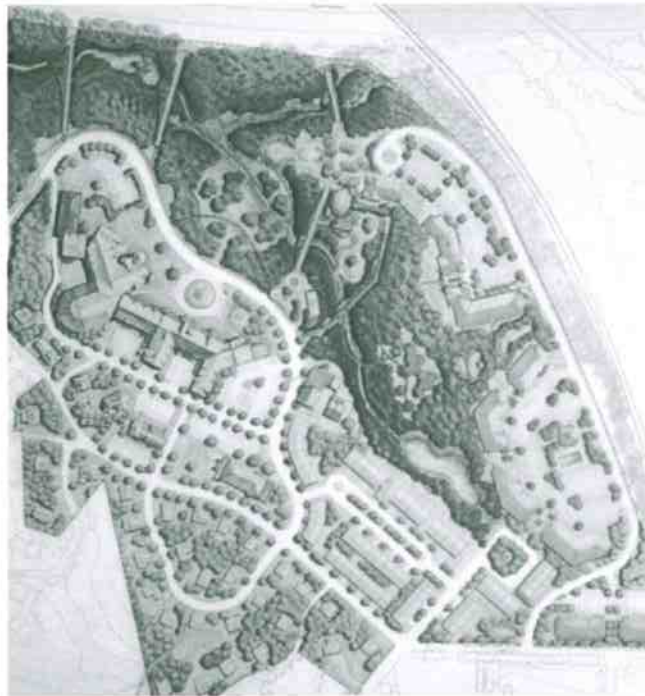
COLLEGE OF WILLIAM & MARY

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

WWW.QUINNEVANS.COM

NATIONAL PARK SEMINARY DISTRICT

FOREST GLEN, MARYLAND



PROJECT SUMMARY

Quinn Evans Architects provided preservation planning and historic architecture services to assist Montgomery County and the Army determine appropriate and feasible alternative re-use concepts for this historic district. Subsequent to the study, QEA was involved in several follow-on studies for the Army Corps of Engineers, including Facility Condition Assessment; Preliminary Facility Use Study; Comprehensive Plan for Basic Repair and Stabilization; and Economic Feasibility Study for Facility Re-use.

PROJECT DETAILS

25 BUILDINGS ON 26 ACRES

LISTED IN THE NATIONAL REGISTER
OF HISTORIC PLACES

PART OF MONTGOMERY COUNTY'S
MASTER PLAN FOR HISTORIC
PRESERVATION

CLIENT

MONTGOMERY COUNTY AND
U.S. ARMY CORPS OF ENGINEERS

WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

WWW.QUINNEVANS.COM

RESUMES



Michael S. Antenora, AIA *Principal-In-Charge*

Michael brings over 30 years of architectural practice together with a lifetime of hands-on construction experience. From an early age, Michael was introduced to the joy of making things by his Grandfather, a local building contractor and craftsman. Together, they built furniture, a cottage in the deep woods of Ontario, Canada and even a boat. As a young man, Michael leveraged these irreplaceable life experiences into multiple academic design degrees and, ultimately, into a successful architectural practice. Given his unique perspective of design and construction, Michael has guided Antenora Architects to become one of the premier architectural firms in Central Texas.

REGISTRATION

State of Texas #14917
State of Colorado #400641

EDUCATION

University of Texas at Austin
Master of Architecture, 1991

Kent State University
Bachelor of Architecture, 1987
Bachelor of F&P Arts, 1986

AFFILIATIONS

American Institute of Architects
Texas Society of Architects
The Urban Land Institute
Austin Green Building Program
Austin Chamber of Commerce

HONORS

Heritage Society of Austin
Merit Award
Associated Builders & Contractors
Central Texas Chapter
Certificate of Excellence

Austin Chronicle's "Best of Austin"
2003, 2004, 2005, 2008 Awards

NOTABLE PROJECT EXPERIENCE

Hutto Co-op Gin Building Adaptive
Re-use - Hutto, TX

City of Hutto New City Hall
Hutto, TX

City of Hutto Municipal Complex
Master Plan - Hutto, TX

City of Hutto Civic Green
Hutto, TX

City of Hutto Facilities Needs Assessment
Hutto, TX

City of Hutto Library Master Plan
Hutto, TX

City of Elgin Community Center
Elgin, TX

*Henry B. Gonzalez Convention Center
San Antonio, TX

City of Kyle Municipal Complex Master
Plan - Kyle, TX

City of Kyle Historic Train Depot
Kyle, TX

City of Kyle Municipal Park Master Plan
Kyle, TX

Wheatsville Food Co-op
Austin, TX (2 Locations)

TRIO at the Four Seasons Hotel
Renovation - Austin, TX

Four Seasons Hotel Spa Renovation
Austin, TX

Four Seasons Hotel Kitchen
Renovation - Austin, TX

*Whole Foods Markets
(35 locations)

3423 Guadalupe/Zen Restaurant
Austin, TX

Zax Pints & Plates
Austin, TX

The Coffee Bean & Tea Leaf
(12 locations across Texas)

First Lockhart National Bank -
Southpark Meadows Branch
Austin, TX

Spaces 2525 Mixed-Use
Austin, TX

Miracle League Baseball Field
Austin, TX

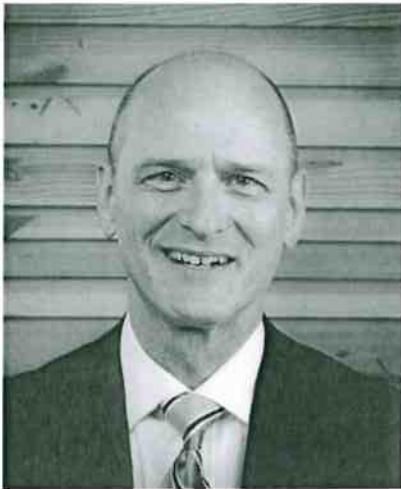
Penn Field Mixed-Use Complex
Austin, TX

Unifirst Corporation Facility Expansion &
Office Renovation
San Antonio, TX

University Federal Credit Union
Austin, TX (16 locations)

Barksdale Air Force Base Command
Bossier, LA

*Accomplished Prior to Founding
Antenora Architects



Gordon Bingaman Associate Principal / Project Manager

Mr. Bingaman's 26 years in practice began with 15 years at Quinn Evans Architects in Washington, DC, and provides a firm foundation for his skills in Historic Preservation and Project Management. The scope of his professional experience spans the planning and development of sites, feasibility studies, design, documentation, and construction administration for a wide range of public and private clients. These experiences have honed his technological expertise in building survey, measured drawing production, 3D modeling, CAD documentation and Project Management.

EDUCATION

Texas A&M University
Bach. of Environmental Design, 1988
Master of Architecture with Historic
Preservation focus, 1990

AFFILIATIONS

American Institute of Architects

National Trust for Historic Preservation
Association for Preservation Technology

HONORS

Professional Fellow, Texas A&M
University, Center for Heritage
Conservation, 1999-Present

Award of Excellence
Mount Vernon Treading Barn,
Associates/Young Architects
Awards Program, 1996

PUBLICATIONS

"Digital Architectural Survey
Technologies" The Architect's
Handbook for Professional
Practice: Update 2005

PRESENTATIONS

"George Washington's Boyhood Home
- Master Plan for Development as a
Heritage Destination" APTI
Conference, Portland, Maine, 2003

"Single Image Photogrammetry and
Theoretical CAD Modeling"
Society of Industrial Archaeologists
Conference, Brooklyn Polytechnic
Institute, 2002

NOTABLE PROJECT EXPERIENCE

Antenora Architects 2005 – Present

Hutto Co-op Gin Building Adaptive Re-use
Hutto, TX

City of Hutto Municipal Complex Master Plan
Hutto, TX

City of Hutto Facilities Needs Assessment
Hutto, TX

City of Hutto Library Master Plan
Hutto, TX

City of Hutto New City Hall
Hutto, TX

City of Elgin Community Center
Elgin, TX

City of Kyle Municipal Complex Master Plan
Kyle, TX

City of Kyle Historic Train Depot
Kyle, TX

City of Kyle Municipal Park Master Plan
Kyle, TX

Magnolia Street Mixed-Use Feasibility Study
Fort Worth, TX

1811 South Congress Mixed-use
Feasibility Study - Austin, TX

Quinn Evans Architects 1990-2005

Reconstruction of George Washington's
Distillery, Washington's Mount Vernon
Estate and Gardens - *Mount Vernon, VA*

Reconstruction of George Washington's
Treading Barn, Washington's Mount Vernon
Estate and Gardens - *Mount Vernon, VA*

George Washington's Boyhood Home at
Ferry Farm Master Plan Development and
Presentation - *Stafford County, VA*

National Museum of Natural History
Survey / Facility Management Database
The Smithsonian Institute Washington, DC

National Museum of Natural History
Comprehensive Master Plan
The Smithsonian Institute Washington, DC

Sir Christopher Wren Building
Systems Upgrades
College of William & Mary Williamsburg, VA

National Park Seminary District Condition
Assessment / Feasibility Study for Facility Reuse
Forest Glen, MD

Libertytown District Revitalization Master Plan
Fredericksburg, VA

Historic Charles Carroll House Facility
Assessment and Restoration - *Annapolis, MD*

U.S. Naval Academy Officers Quarters Facility
Assessment and Restoration - *Annapolis, MD*

Cosmos Club Facility Survey and Life Safety
Improvements - *Washington, DC*



Justin Gesch, RA *Associate Principal*

Justin grew up in San Angelo, Texas. After moving to Austin to attend the University of Texas at Austin, he joined the Antenora Architects team. Justin enjoys creative problem solving, and his favorite projects are often those that place a difficult set of constraints on the designer. He enjoys working on a broad range of projects, and has a special interest in the details. Justin often works best in a team environment and is happy to tackle a project of any size. He has extensive experience in computer aided drafting and 3D visualization, and oversees many of the more technical aspects of projects in the office.

REGISTRATION

State of Texas #24054

EDUCATION

University of Texas at Austin
Bachelor of Architecture, 2007

NOTABLE PROJECT EXPERIENCE

Hutto Co-op Gin Building Adaptive Re-use
Hutto, TX

City of Hutto Municipal Complex
Master Plan - Hutto, TX

City of Hutto Civic Green
Hutto, TX

City of Hutto Facilities Needs Assessment
Hutto, TX

City of Hutto Library Master Plan
Hutto, TX

City of Hutto New City Hall
Hutto, TX

City of Elgin Community Center
Elgin, TX

City of Kyle Historic Train Depot
Kyle, TX

Forestar Westlake Multi-family
Austin, Texas

First Lockhart National Bank -
Southpark Meadows Branch
Austin, TX

Wheatsville Food Co-op
Austin, TX (2 Locations)

408 East Sixth Street - The Wave Bar
Austin, TX

Barksdale Air Force Base Command Center
Bossier, LA

Unifirst Facility Expansion & Office
Renovation - San Antonio, TX

Wheatsville Food Co-op
Austin, TX (2 Locations)

408 East Sixth Street - The Wave Bar
Austin, TX

The Coffee Bean & Tea Leaf
South Lamar - Austin, TX

The Coffee Bean & Tea Leaf
North Lamar - Austin, TX

The Coffee Bean & Tea Leaf
The Domain - Austin, TX

Spaces 2525 Mixed-Use
Austin, TX

West 51st Mixed-Use
Austin, TX

200 East Live Oak St. Offices
Austin, Texas

Half Step Cocktail Bar
Austin, TX

Radio Coffee & Beer
Austin, TX

STEVEN JONES, AIA

PRINCIPAL

Steve Jones, AIA, is Principal and Vice President of Quinn Evans Architects' Ann Arbor office. He has experience in all aspects of architectural projects—ranging from real estate analysis for site selection to fast track construction design and administration. He has directed and produced documentation for both new construction and existing building renovation.

For the last 23 years, Mr. Jones has specialized in preservation and restoration projects with an emphasis on project management. He is directing the fourth of four consecutive five-year Indefinite Quantity Contracts for the National Park Service-Midwest Regional Office, involving comprehensive architectural services at over 30 NPS sites.



VICE PRESIDENT
With QEA since 1989

REGISTRATION
Michigan, 1982
New Jersey, Illinois
NCARB certification

PROFESSIONAL AFFILIATIONS
American Institute of Architects
National Trust for Historic Preservation
American Assoc. for State & Local History
U.S. Lighthouse Society
U.S. Life-Saving Service Heritage Assoc.
Great Lakes Lighthouse Keepers Assoc.
Michigan Historic Preservation Network
Board Member
Co-chair Public Policy Committee
Chair Awards Committee
Preservation Action, Board Member

TEACHING EXPERIENCE
University of Michigan College of
Architecture & Urban Planning, 1990

EDUCATION
University of Michigan
Master of Architecture, 1982
Iowa State University
Bachelor of Science in Architecture 1974
Master of Business Administration, 1977

SELECTED RELEVANT EXPERIENCE

ULYSSES S. GRANT VISITORS' AND INTERPRETIVE CENTER, ULYSSES S. GRANT NATIONAL HISTORIC SITE, ST. LOUIS, MISSOURI
Principal-in-Charge of the relocation of the 1860s heavy timber barn at from its original floodplain site and design of a 4,282-sf adjoining structure that serves as an interpretive center for visitors to the site. The center houses educational exhibits, restrooms, gift shop and NPS administrative offices.

FORT LARNED NATIONAL HISTORIC SITE, LARNED, KANSAS
Principal-In-Charge of preparing a Cultural Landscape Report documenting the landscape's history and recommending preservation treatments relative to the landscape's significance, condition, and planned use. The project also included preparation of a Historic Structures Report on the three buildings comprising Officer's Row, contract documents, specifications and cost estimates, a structural analysis of all nine buildings, and recommendations for a park-wide fire and intrusion alarm system.

MONROE SCHOOL-BROWN V. BOARD OF EDUCATION NATIONAL HISTORIC SITE, TOPEKA, KANSAS
Principal-in-Charge of the elementary school's renovation for use an interpretive site on the Civil Rights movement and the school's role in the 1954 Brown vs. Board of Education Supreme Court ruling on school desegregation.

PERRY'S VICTORY & INTERNATIONAL PEACE MEMORIAL, PUT-IN-BAY, OHIO
Principal-In-Charge of the design of a visitor center and site surrounding this National Park Service monument. Related architecturally with the monument's classic style, the new visitor's center provides restrooms, gift shop, and interpretive exhibits about the monument and the history that led to its construction.

WRIGHT-DUNBAR INTERPRETIVE CENTER, DAYTON AVIATION HERITAGE HISTORICAL PARK, DAYTON, OHIO
Principal-In-Charge of the renovation and rehabilitation of the historic Hoover Block, where Orville and Wilbur Wright operated a print shop and published the works of poet Paul Laurence Dunbar.



WASHINGTON, DC
ANN ARBOR, MI
DETROIT, MI
MADISON, WI

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JENNIFER HENRIKSEN, AIA

PROJECT MANAGER

Jennifer has substantial experience adapting historic buildings to new uses including multi-family, mixed use and community center. She has over fifteen years experience taking projects from design concept through construction. Jennifer's skill and experience has resulted in consistently great finished projects and satisfied clients.

SELECTED RELEVANT EXPERIENCE

NANCY BROWN PEACE CARILLON, BELLE ISLE, DETROIT, MICHIGAN

Project manager for the rehabilitation master plan for the Nancy Brown Peace Carillon, constructed in 1939-40 to symbolize peace even as the shadow of war fell over the world. The master plan includes prioritized recommendations designed to accommodate the completion of smaller projects as funding is assembled for each.

WEST HALL, UNIVERSITY OF MICHIGAN, ANN ARBOR

Project Architect for the renovation of the third and fourth floors of this iconic building on the Diag. Project scope includes full MEP systems replacement and innovative adaptation of space.

MARSHALL COUNTY COURT HOUSE, LEWISBURG, TENNESSEE

Architectural Technician working on the QEA / Kennon Architects team to provide a Conditions Assessment Report to guide the necessary repairs to protect the architectural integrity of the historic courthouse and resolve continued water infiltration problems.

POINT BETSIE LIGHTHOUSE, BENZIE COUNTY, MICHIGAN

Architectural Technician responsible for the preparation of construction documents needed to adapt and restore multiple buildings at the site. Performed as part of QEA's ongoing work at Point Betsie that includes a Feasibility study, Historic Structure Report, Exterior / Interior Renovation and site design.

GATEWAY SENIOR HOUSING, FREMONT, MICHIGAN

Project Architect for the rehabilitation of the 1926 brick high school into 38 affordable apartments for seniors. A National Register for Historic Places nomination was prepared as well as Federal Preservation tax credit documentation to fund part of this \$7.6 million project.

GARDEN THEATER VENUE, DETROIT, MICHIGAN

Project Architect for the exterior restoration and interior rehabilitation of the historic Garden Theater. Jennifer lead the project, transforming the building from a condition of near collapse into a valuable community amenity with a entertainment venue for 1,000, a restaurant and small conference center. The design addressed complex life safety issues and completed a strategy that connects the interior circulation of all the buildings on the block. The project qualified for historic preservation tax credits.



SENIOR ASSOCIATE

Joined QEA in 1998

REGISTRATION

Michigan, 2011

PROFESSIONAL AFFILIATIONS

Association for Preservation Technology
International
APT Eastern Great Lakes Chapter
Board Member Term 2011-2013
American Institute of Architects

EDUCATION

Lawrence Technological University
Master of Architecture, 2007
University of Michigan
Bachelor of Science
in Architecture, 1995

PRESENTATIONS

Rehabilitation Projects Simulate Growth
Within a Shrinking City, APT Annual
Symposium 2014
The Cornice: Conditions, Criteria, and
Case Studies, Traditional Building
Annual Conference & MHPN Annual
Conference, 2010
St. Andrew's Episcopal Church:
Insulation case study, AIA Michigan
Design Retreat 2010
Preserving a Terra Cotta Cornice:
Pease Auditorium Case Study, APT
Conference 2009



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ANN ARBOR, MI
DETROIT, MI
MADISON, WI

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RUTH E. MILLS, MA, MS

HISTORIAN/ARCHITECTURAL HISTORIAN

Ruth E. Mills, MA, MS, is a historian and architectural historian with Quinn Evans Architects' Ann Arbor office. She has outstanding research and project management skills and meets federal professional qualifications for both historian and architectural historian. Her experience includes researching, writing and producing National Register and National Historic Landmark nominations, Historic Structures Reports, Conditions Assessment Reports, Determinations of Eligibility, Section 106 and tax credit documentation, and intensive level surveys.



HISTORIAN/ARCHITECTURAL HISTORIAN
With QEA since 2002

SELECTED RELEVANT EXPERIENCE

MILLER HOUSE, LINCOLN HOME NATIONAL HISTORIC SITE, SPRINGFIELD, ILLINOIS

Conducted historical research and wrote the historical background and context, chronology, and architectural analysis for a Historic Structures Report on this circa 1858 residence associated with Abraham Lincoln's home. Participated in site investigation and formulation of treatment recommendations.

WRIGHT HALL, DAYTON AVIATION HERITAGE NATIONAL HISTORIC PARK, DAYTON, OHIO

Edited and produced final Historic Structures Report for Wright Hall at Carillon Park, which houses the historic 1905 Wright Flyer III.

FORT GRATIOT LIGHT STATION, PORT HURON, MICHIGAN

Historian for the preparation of a Historic Structures Report on Michigan's oldest lighthouse. Ms. Mills conducted historical research, assisted in field survey of existing conditions, and coordinated completion of the final report on the site's seven buildings.

INGERSOLL PROPERTY, VOYAGEURS NATIONAL PARK, MINNESOTA

Architectural Historian for the preparation of a Historic Structures Report for this multiple-resource property located on a remote island in Voyageurs National Park. The report recommended treatments to protect the historic buildings and landscape features while providing for increased visitor appreciation of the site.

JEFFERSON BARRACKS, ST. LOUIS, MISSOURI

Project Manager of Architectural Preservation Consulting services that was essential for the preparation of a master plan for the Jefferson Barracks Museum Complex. A survey of the site and historic structures was conducted to determine their integrity and create a plan for rehabilitation.

CAHOKIA MOUNDS MANAGEMENT PLAN, COLLINSVILLE IL

Evaluated historic resources for the preservation of this State Historic Site that interprets the remains of the most advanced prehistoric American Indian civilization north of Mexico.

PROFESSIONAL AFFILIATIONS

National Trust for Historic Preservation
Forum Member
Michigan Historic Preservation Network
Board of Directors
Historic Preservation Alumni Chapter
Board Member, Eastern Michigan
University Alumni Association
Peer Reviewer, Association for
Preservation Technology Bulletin
Sigma Pi Kappa, Historic Preservation
Honorary Society
Phi Alpha Theta, History Honorary
Society
Traditional Building Craft Center
Board of Directors

HONORS

2001 Detroit Area Art Deco Society Award
2001 Preservation Excellence Award,
Eastern Michigan University
2000 Emerging Preservation Leader
Scholarship, National Trust for Historic
Preservation
Graduate Research Fellowships, Central
Michigan University, 1993-95

PUBLICATIONS/TEACHING EXPERIENCE

Adjunct Lecturer, Cultural Landscape
Interpretation, Eastern Michigan
University
"The Right Material at the Right Time:
Architectural Terra Cotta, 1870-1930,"
The Modern, Detroit Art Deco Society,
Summer/Fall 2001
1995-97 Graduate Teaching Assistant,
Central Michigan University Dept. of
History

EDUCATION

Eastern Michigan University
Master of Science in Historic
Preservation, (4.0 GPA), 2001
Central Michigan University/University of
Strathclyde, Mount Pleasant, Michigan
and Glasgow, Scotland
Master of Arts in Comparative History, 1995



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ANN ARBOR, MI
MADISON, WI

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CONSULTING SPECIALISTS

FIRM PROFILE, RESUMES, & PROJECT EXPERIENCE

**PROFESSIONAL SUMMARY**

Ms. Freeman has more than forty years experience as a research historian and author, including self employment as an architectural historian for the past twenty-four years. Ms. Freeman has done architectural research on many nationally recognized historic places including several pre- and post- Civil War Texas frontier forts.

Ms. Freeman attended Lawrence University in Appleton, Wisconsin and The University of Texas at Austin. She began her career in with the committee that would eventually become the Texas Historical Commission. She is a leader in her field and has served on many boards and commissions throughout her career including Texas Heritage Conservation Plan Advisory Group and the National Register State Board of Review. She currently holds positions with the Texas State Library & Archives Commission and the Texas Parks & Wildlife Historic Sites Advisory Committee.

EDUCATION

B.A., Magna cum Laude, Lawrence University, Appleton, Wisconsin, 1969

M.A., American Studies, The University of Texas at Austin, 1971

SCHOLARSHIPS

Student Fellow of the Newberry Library, Chicago, Illinois Sept 1968 - Jan 1969

First Cooperative Fellow in American Studies from The University of Texas at Austin to the Smithsonian Institution, Washington, D.C. Jan - July 1971

AWARDS

Citation from Progressive Architecture. The 39th Annual P/A Awards Program. 1992

Texas Historical Commission Award of Excellence in Preserving History. 1993

West Texas Historical Association's Rupert N. Richardson Award for best book published on the history of West Texas. (For *Battles of the Red River War* [Texas A&M Press, 2008] with J. Brett Cruse and Douglas D. Scott.) 2010

RELEVANT EXPERIENCE

A History of Fort Chadbourne, Coke County, Texas. Prepared for the Fort Chadbourne Foundation, Bronte, Texas, and the Summerlee Foundation, Dallas, Texas.

A History of Fort Griffin. Texas Historical Commission, Austin.

Investigation of historic sources pertaining to military magazines for the Friends of Fort Griffin, Albany, Texas.

A History of Fort Phantom Hill, The Post on the Clear Fork of the Brazos River, Jones County, Texas. Prepared for The Fort Phantom Foundation, Abilene, Texas.

A History of Fortifications at Fort San Jacinto, Galveston Island, Texas. Heritage (Fall):18-21.

Draft Research Design for Preparation of a Cultural Resource Management Plan, Fort Sam Houston, San Antonio, Bexar County, Texas. Contributor as consultant to Komatsu & Associates, Inc., Fort Worth, Texas. Submitted to the Corps of Engineers, Fort Worth District.

Inventory of Historic Map Collection and Preparation of Historic Overview of the Architectural Development of Fort Sam Houston, Texas. On-Post Archival Investigations for the Department of the Army, Fort Worth District, Corps of Engineers.

Catalog of Cartographic Resources Depicting Camp Bullis located at Fort Sam Houston, San Antonio, Bexar County, Texas. 127-page catalog submitted to the Corps of Engineers, Fort Worth District.

Methodology and Results of On-Site Organization and Cataloging of Historic Map and Architectural Drawings Collections, Fort Sam Houston, San Antonio, Bexar County, Texas. Komatsu & Associates, Inc., Fort Worth, Texas.

EXHIBITS

"The Master Craftsman in America: The Pueblo Potters of Zuni and Acoma." Pottery exhibit at the opening of the Renwick Gallery, Smithsonian Institution, Washington, D.C.

Historic Austin Architects. An exhibition prepared for the Austin Chapter, American Institute of Architects. (Consultant)



Pony Allen Studios was established in 1997 while Pony was employed as Director of Exhibits at the San Antonio Museum of Art. The company was incorporated in 2007 when he left the Bob Bullock Texas State History Museum having served as Head of Exhibits for almost eight years.

With a background of over twenty-five years in the museum field, Pony is committed to creating engaging exhibits that inspire learning and enjoyment for visitors. He is dedicated to planning and designing for the visitor experience through the artful use of engaging design concepts, effective and fun interactivity, and innovative solutions. Whether creating unique designs for museums, educational institutions, a visitor's center or a corporate office, his experience and attention to detail always proves invaluable to his clients.



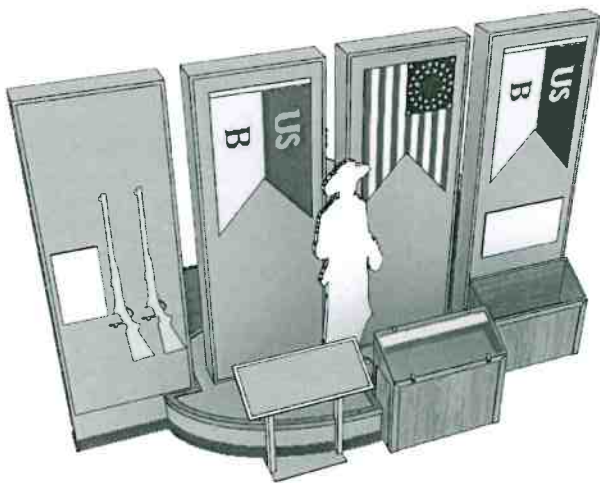
Pony has been involved in major museum construction projects including having supervised the construction of galleries, display cases, artifact mounts and graphics for the Nelson A. Rockefeller Center for Latin American Art, a \$12 million, 30,000 square foot addition to the San Antonio Museum of Art. Additionally, Pony began working with the Bob Bullock Texas State History Museum during its construction phase. He was responsible for supervising the gallery construction, installation of lighting and graphics, artistic theming, casework, and audio/ visual components for the museum's 35,000 square foot permanent galleries.

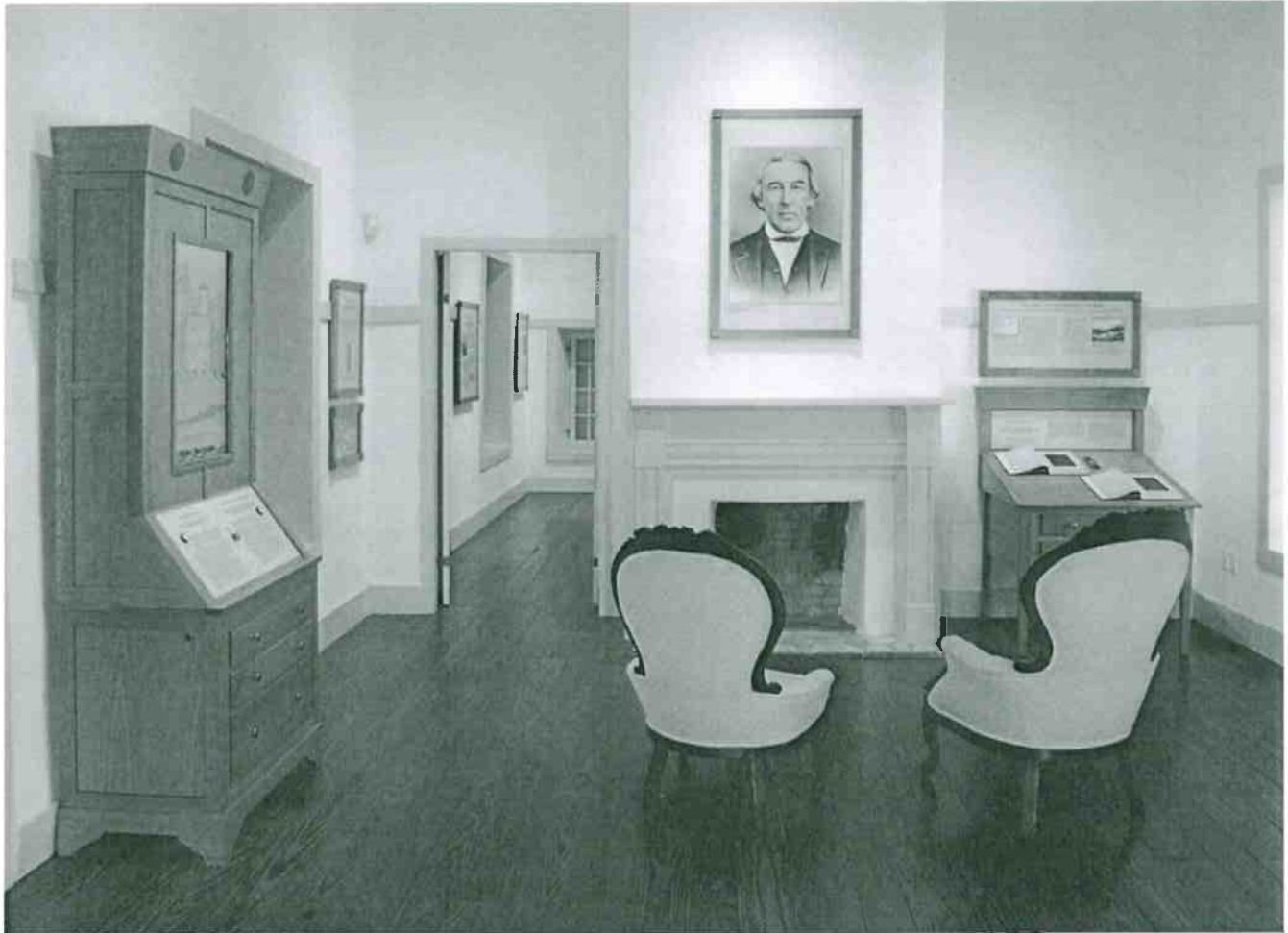
Pony Allen Studios provides a complete range of design services all dedicated to the planning, design and delivery of a rich visitor experience. He focuses on content-based design which ensures guests a clearer more enjoyable visit. He prides himself on offering a personal level of service while delivering a world-class product.

REFERENCES

Hal Simon
Interpretive Planner, Historic Sites Division
Texas Historical Commission
(512) 463-6382

Nicola Longford
Executive Director
The Sixth Floor Museum at Dealey Plaza
(214) 747-6660 ext. 5533





Client: Texas Historical Commission
Location: Austin, Texas
Completed: February 2012
Contact: Hal Simon, Interpretive Planner

Project Scope

Project management, exhibit design, subcontractor oversight, artifact layout, color selection, LED lighting design, fabrication oversight, graphic design coordination, graphic production coordination, display case design, interactive design, and installation.

Pony Allen Studios was contracted by the Texas Historical Commission to design all new exhibits for this historic site. Developed intro video, hands-on interactives including visitor database and four video stations within simulated period furniture. Created period kitchen play area for children, designed and installed museum retail area, developed & implemented LED lighting design.



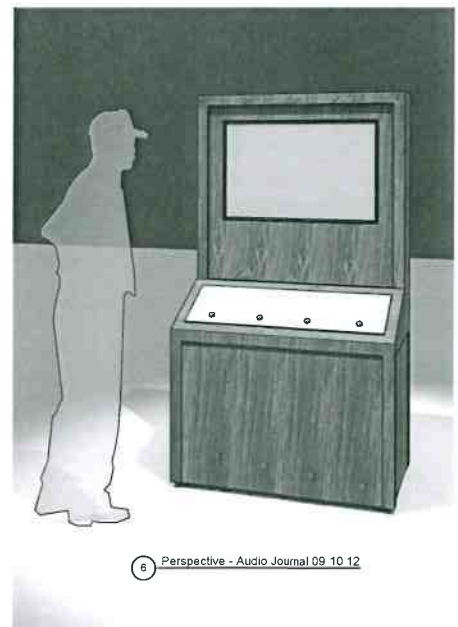


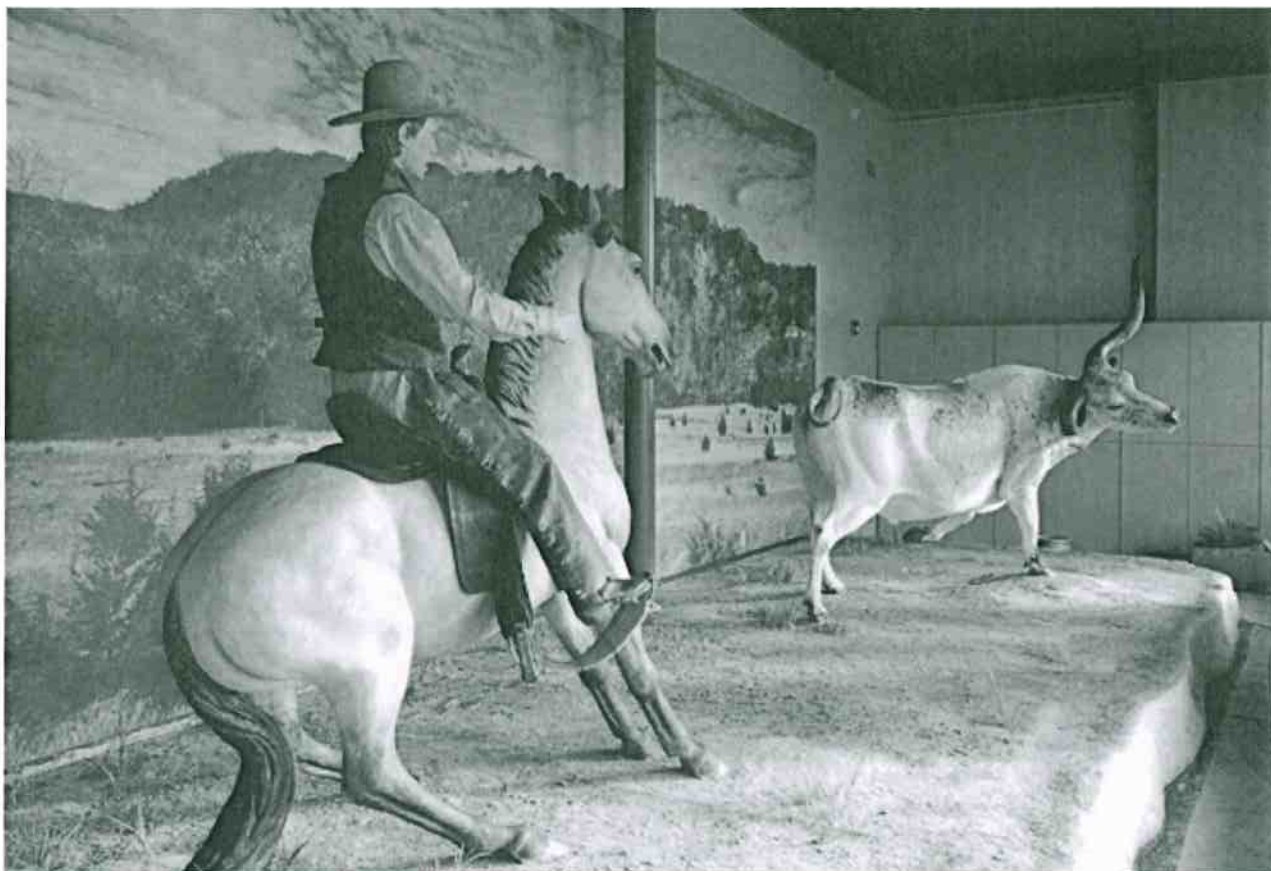
Client: Texas Historical Commission
Location: Albany, Texas
Target Completion: August, 2014
Contact: Hal Simon, Interpretive Planner

Project Scope

Exhibit planning and design, historic research oversight and coordination, artifact layout, color selection, LED exhibit lighting, graphic design coordination, hi & lo tech activities, display case design, intro video production.

Pony Allen Studios was contracted to design exhibits and LED lighting for a new Visitor Center facility for this historic site. They have coordinated research of site for interpretive content, developed exhibit graphic panel style guide, created exhibit design plan and are poised to produce shop drawings. Developed intro video for site through rough cut phase - editing for fine cuts. Developed LED lighting plan for architect's reflected ceiling drawings.





Client: Chisholm Trail Heritage Museum
Location: Cuero, Texas
Completion: July 2013
Contact: Robert Oliver, Board Chairman

Project Scope

Exhibit planning and design, retail design, subcontractor oversight, artifact layout, color selection, lighting design, fabrication oversight, graphic design coordination, graphic production coordination, display case design, interactive design, and installation.

Pony Allen Studios, in a joint venture with Drew Patterson Studios, was contracted by the Chisholm Trail Heritage Museum to design all new exhibits for the first floor of the historic site. Developed intro video and three feature videos, three hi-tech interactives. Developed and designed museum retail store, developed LED lighting design.





EDUCATION

M.F.A., University of Texas at San Antonio, Painting, 1995

B.F.A., University of Texas at Austin, Painting, 1992

EXPERIENCE

Managing Partner, Pony Allen Studios LLC

2007 - Present

Head of Exhibits, The Bob Bullock Texas State History Museum
2000 - 2008

Director of Exhibits
San Antonio Museum of Art
1995 - 2000

Museum Exhibit Technical Assistant,
UTSA & UT Austin 1985 - 1994

AFFILIATIONS

American Association of Museums
Texas Association of Museums
Texas State Historical Association
National Association for Museum Exhibition

Professional Summary

Pony Allen is a museum exhibition designer with over twenty-five years experience in museum exhibition development, design, lighting and project management.

Pony has been involved in two major museum construction projects. For five years he was Director of Exhibits at the San Antonio Museum of Art. While there, in addition to supporting an energetic exhibition program, he supervised construction and project managed the installation of the galleries, display cases, artifact mounts and graphics for the Nelson A. Rockefeller Center for Latin American Art, a \$12 million, 30,000 square foot addition to the Museum.

Upon leaving the San Antonio Museum of Art, Pony worked for eight years as the Head of Exhibits at the Bob Bullock Texas State History Museum. He began working at the Texas State History Museum during its construction phase and was responsible for overseeing gallery construction, installation of lighting, graphics, artistic themeing, casework installation, the mounting and installation of more than 700 artifacts, and 17 interactive experiences including seven exhibit theaters within the museum's 35,000 square foot permanent galleries. He was responsible for the design and installation of eighteen temporary exhibits in the Museum's 7000 square foot special exhibitions gallery.

In 2007 Pony left the Texas State History Museum to establish Pony Allen Studios, LLC. He recently completed the installation of new exhibits at the Chisholm Trail Heritage Museum in Cuero, TX. He produced an Exhibition Development Plan for the Gonzales County Jail and History Center in Gonzalez, Texas and recently completed a forty-two page Development Packet for use in their capitol campaign. He was also the designer and project manager for the exhibit installation in the newly renovated lobby of the historic Lorenzo de Zavala State Archives and Library Building located on the campus of the State Capitol.

Among other projects, Pony is currently designing exhibits for The Chisholm Trail Heritage Museum in Cuero, Texas and the Fort Griffin State Historic Site near Albany, Texas for the Texas Historical Commission. Additionally, he is designing and implementing updated exhibit lighting for the permanent exhibition at the Sixth Floor Museum at Dealey Plaza in Dallas.

As a thoughtful and innovative designer, Pony successfully creates exhibitions that meet or exceed ADA guidelines. He ensures that each exhibition component provides appropriate access through visibility, legibility, height and reach. His experience with project management and familiarity with all levels of exhibition development, coupled with a creative eye for design make him distinctly qualified.



ABOUT JQ | FIRM PROFILE

JQ is a multi-disciplinary firm established in 1984 in Austin, Texas. Initially providing structural engineering services for building projects to the local community, the firm has now grown to provide structural engineering, civil engineering, environmental engineering, land surveying, and facility assessments throughout Texas and the southern United States. More than 30 years of consistent performance has brought JQ to the forefront of engineering design. JQ has office locations in Austin, Dallas, Fort Worth, Houston, and Lubbock.

JQ has provided structural investigation, evaluation, planning, rehabilitation and reconstruction recommendations for historical buildings throughout Texas, understanding the need for thorough assessment with cost effective recommendations. We have provided design services for historically significant projects for local, county, state and federal agencies, university systems, and private clients. We are well-versed in providing innovative solutions to the myriad of structural challenges presented by historic buildings. Accommodating modern-day MEP systems, restoring entire structural systems and building envelope, and designing framing solutions to provide code compliant egress pathways are just a few ways that we are able to assist our clients in bringing new life to a historic structure.

EXPERIENCE | NATIONAL HISTORIC LANDMARKS

Dealey Plaza Historic District

Dealey Plaza Kennedy Signage, City of Dallas, Dallas, Texas

Dealey Plaza Renovation Phase 2, City of Dallas, Dallas, Texas

Fair Park

Aquarium Expansion Study, Fair Park, City of Dallas Department of Parks & Recreation, Dallas, Texas

Aquarium Structural Investigation & Repair, Fair Park, City of Dallas Department of Parks and

Automobile & Centennial Building Restoration, Fair Park, City of Dallas Department of Parks & Recreation, Dallas, Texas

Bandshell Building, Fair Park, City of Dallas Department of Parks & Recreation, Dallas, Texas

Bandshell Seating, Fair Park, City of Dallas Department of Parks & Recreation, Dallas, Texas

Building Structural Assessment, Daughters of the American Revolution, Fair Park, City of Dallas Park & Recreation Department, Dallas, Texas

Centennial Building Concessions, Fair Park, City of Dallas Department of Parks & Recreation, Dallas, Texas

Coliseum Masterplan, Fair Park, City of Dallas Department of Parks & Recreation, Dallas, Texas

Coliseum Renovation - Phase I, Fair Park, City of Dallas Department of Parks & Recreation, Dallas, Texas

Cotton Bowl 2013 Improvements, City of Dallas, Fair Park, Dallas, Texas

Daughters of the American Republic House at Fair Park, Dallas, Texas



Esplanade Restoration, Fair Park, City of Dallas Department of Parks & Recreation, Dallas, Texas
Fair Park Aquarium Annex Building Assessment, City of Dallas Department of Parks and Recreation, Dallas, Texas
Fair Park Aquarium Expansion Study, City of Dallas Department of Parks & Recreation, Dallas, Texas
Food and Fiber Building Structural Assessment, Fair Park, Dallas, Texas
Fair Park Wayfinding, City of Dallas Department of Parks and Recreation, Dallas, Texas
Hall of State Restoration, Fair Park, City of Dallas Department of Parks and Recreation, Dallas, Texas
Maintenance Building Structural Stabilization, Fair Park, City of Dallas Department of Parks & Recreation, Dallas, Texas
Perot Museum of Nature and Science at Fair Park, City of Dallas Department of Public Works, Dallas, Texas

Texas Governor's Mansion

Texas Governor's Mansion Deferred Maintenance, Austin, Texas
Texas Governor's Mansion Stabilization & Restoration, Austin, Texas

EXPERIENCE | ADDITIONAL HISTORIC PRESERVATION/HISTORIC SITE PROJECTS

1900 German Farmhouse Restoration, Niederwald, Texas
222 and 317 N Beaton Historic Structures Assessment, City of Corsicana, Texas
Bosque City Courthouse Restoration, Meridian, Texas
Building 24 Renovation Historic Feasibility Investigation & Reconstruction, Camp Mabry, Austin, Texas
Building 37 Renovation, Camp Mabry, Austin, Texas
Building 1 Renovation, Camp Mabry, Austin, Texas
Building 32 Renovation, Camp Mabry, Austin, Texas
Buildings 10, 11 and 14 Renovations, Camp Mabry, Austin, Texas
Building 15 Renovation, Camp Mabry, Austin, Texas
Caddo Mounds State Historic Site Visitors Center, Alto, Texas
Building 75 Renovation, 36th Infantry Division Headquarters Armory, Camp Mabry, Austin, Texas
Cass County Courthouse Restoration, Linden, Texas
Centennial Park Historical Documentation, The University of Texas at Austin, Austin, Texas
Central Presbyterian Church, Paris, Texas
Collin County Courthouse Restoration, City of McKinney, McKinney, Texas
Collinwood House, City of Plano, Plano, Texas
Courthouse Restoration, Denton County Courthouse, Denton, Texas
Courthouse Restoration, Hopkins County, Texas
Cupola and Clock Tower Review, Shackelford County Courthouse, Albany, Texas
Depot Rehabilitation, Itasca ISD, Itasca, Texas
Elisabet Ney Museum Building Restoration and Site Improvements, City of Austin, Austin, Texas
Ellis County Courthouse Master Plan, Waxahachie, Texas
Ellis County Museum Master Plan, Ellis County, Waxahachie, Texas
Exterior Renovation of Austin Hall, Sam Houston State University, Huntsville, Texas



Exterior Wall Investigation, Excelsior Hotel, Jefferson, Texas
Feasibility Study for the Restoration/Renovation of 100-year-old Adobe Building, Marfa, Texas
Fort Lancaster State Historic Site Visitors Center, Sheffield, Texas
French Legation Museum Condition Assessment, Austin, Texas
Fulton-Bruhl House, Rockport, Texas
Hall of State Restoration, Fair Park, City of Dallas Department of Parks and Recreation, Dallas, Texas
Hardeman County Courthouse, Hardeman County, Dallas, Texas
Harlan Building Restoration and Renovation, City of Dallas, Texas
Harrison County Courthouse Restoration, Marshall, Texas
Hirschfeld-Moore House Repairs, Texas A&M University System, Austin, Texas
Hirschfeld Moore House Structural Condition Survey, Texas A&M University System, Austin, Texas
Historic Train Depot, Kyle Chamber of Commerce & Visitor's Center, Kyle, Texas
Johnson County Courthouse Restoration, Johnson County, Cleburne, Texas
Layland Museum Restoration and Addition, City of Cleburne, Cleburne, Texas
Levi Jordan Plantation Visitor Center, Texas Historical Commission, Brazoria, Texas
Littlefield House Restoration, The University of Texas at Austin, Austin, Texas
Marion County Courthouse, Marion County, Jefferson, Texas
Mother Neff State Park Redevelopment and Flood Damage Repairs, Coryell County, Texas
Navarro County Courthouse Repairs, Navarro County, Corsicana, Texas
Potter County Courthouse Restoration, Potter County, Amarillo, Texas
Randle-Rather Building Evaluation and Assessment, Gonzales County, Gonzales, Texas
Sam Rayburn House Assessment and Repair, Bonham, Texas
Sam Rayburn Stabilization, Texas Historical Commission, Bonham, Texas
Starr Family Home, Marshall, Texas
Taylor Readiness Center Assessment & Repairs, Taylor, Texas
Throckmorton County Courthouse Restoration, Throckmorton County, Throckmorton, Texas

CAMP MABRY HISTORIC DISTRICT MAINTENANCE AND TREATMENT PLAN

Adjutant General Department | Austin, Texas



DESCRIPTION

The project included the preservation and maintenance of nine, 1918 historic buildings which lie within the National Register Historic District. Services included providing a structural condition survey of the nine buildings to evaluate the range of preservation options. JQ also provided renovations and additions to more than a half dozen buildings on Camp Mabry, including Building 15. The project involved a total interior renovation as well as the addition of a two-level exterior porch. All of the work was required to meet historic preservation guidelines.

COMPLETION

2000 (Plan),
2007 (Building 15)

SERVICES

Structural Engineering



FORT LANCASTER STATE HISTORIC SITE
Texas Historical Commission | Sheffield, Texas



DESCRIPTION

The project consists of doubling the size of the existing visitor center in order to increase exhibit and other public spaces and to address accessibility issues. In addition to the new construction, structural remediation of the existing exposed heavy timber trusses is necessary due to deterioration.

COMPLETION

2014 (est.)

SERVICES

Structural Engineering

TEXAS GOVERNOR'S MANSION RESTORATION
State Preservation Board | Austin, Texas



DESCRIPTION

The project included a comprehensive restoration of the historic mansion which was damaged by a fire in June 2008. The project was accomplished in two phases: the first phase was the exterior restoration; the second phase was the interior restoration. The project involves close coordination with the State Preservation Board and Texas Historical Commission.

COMPLETION

2012

SERVICES

Structural Engineering

CADDO MOUNDS STATE HISTORIC SITE
Texas Historical Commission | Alto, Texas



DESCRIPTION

The project includes structural assessment of the existing 2,500 SF historic visitors center. The building had water infiltration and damage to the exterior.

COMPLETION

2009

SERVICES

Structural Engineering



JAMIE BUCHANAN, PE, LEED AP

Structural Project Manager

Education

The University of Texas at Austin - Bachelor of Science in Architectural Engineering, 1995

Registration

Licensed Professional Engineer in the State of Texas No. 92680

Professional Affiliations

National Society of Professional Engineers

United States Green Building Council

American Wood Council

City of Residence

Austin

Experience

With JQ for 22 years, Jamie is responsible for structural design, detailing and coordination of structural contract documents, as well as construction administration. He has extensive experience on a wide range of public projects throughout the State of Texas, including structural investigation and assessment, historic restoration and repairs, feasibility studies, renovations, additions and new construction. As Structural Project Manager, Jamie will be the primary point of contact and will oversee all JQ staff and will commit all JQ resources necessary to fulfill the contract.

Representative Projects

- Buildings 10, 11 and 14 Renovations, Camp Mabry, Austin, Texas
- Building 32 Renovation, Camp Mabry, Austin, Texas
- Building 15 Renovation, Camp Mabry, Austin, Texas
- Texas Governor's Mansion Deferred Maintenance, Austin, Texas
- Texas Governor's Mansion Stabilization & Restoration, Austin, Texas
- Levi Jordan Plantation, Texas Historical Commission, Brazoria County, Texas
- Neill-Cochran House Museum, Austin, Texas
- Buildings 10, 11 and 14 Renovations, Camp Mabry, Austin, Texas
- Building 32 Renovation, Camp Mabry, Austin, Texas
- Building 15 Renovation, Camp Mabry, Austin, Texas
- Starr Family Home, Texas Historical Commission, Marshall, Texas
- Visitor's Center Assessment, McKinney Roughs Nature Park, Lower Colorado River Authority, Cedar Creek, Texas
- Pioneer Farms Renovation, The Heritage Society of Austin, Austin, Texas
- Elizabet Ney Museum Restoration, City of Austin, Austin, Texas

HISTORY

Tom Green & Company Engineers, Inc. (TGCE) was established in 1985 by Thomas F. Green, P.E. The firm provides professional mechanical, electrical, and plumbing engineering services to clients in the private and public sectors. These services include the traditional mechanical-electrical-plumbing (MEP) services as well as commissioning and a host of energy and specialty consulting services. Our project experience includes all regions of Texas, several other states, and the U.K. Our Texas experience includes: Amarillo, Austin, Beaumont, Brownsville, Dallas, Del Rio, Eagle Pass, El Paso, Houston, Kerrville, Killeen, Lubbock, the Rio Grande Valley, San Angelo, San Antonio, Temple, Victoria, and Waco. Other state experience includes Colorado, Florida, Illinois, Michigan, New Mexico, and Virginia.

EXPERIENCE

We have more than two decades of experience in consulting, designing, building, and commissioning, and we offer a complete array of planning, analysis and MEP engineering services. Our extensive experience includes universities, primary and secondary schools, research labs, and healthcare facilities. Our experience spans from small, specific function renovations, to very large additions and renovations, to new facilities. Our firm has nine registered engineers, two EIT's, eight drafters/designers, and 4 administrative staff members. Our firm creates six-month computerized projections of our workload. Through those projections it is confirmed that our firm has the available personnel to successfully complete any assigned projects.

The Texas Board of Professional Engineers acknowledges that Tom Green and Company Engineers, Inc. has fulfilled the requirements of the state of Texas to offer and perform engineering services in the state of Texas. Our firm's registration number is F-002929.

GOALS

The goals of TGCE are simple: to provide professional engineering which is timely, technically correct and responsive to the project particulars. All of these goals are important, for quality service is provided only when all are achieved. To accomplish these goals, the Company focuses on people and management. The people focus is directed toward maintaining a highly competent staff who approach each job with a positive, hard-working attitude. Such quality staff, the building blocks of the firm, are a vital ingredient for successful projects – but they are not the only ingredient. A strong management system is equally essential. It is the management system that promotes the services being timely and coordinated with the other design professionals. It is also through a strong management system that the in-house coordination is accomplished for the mechanical, electrical and plumbing disciplines.

QUALIFIED EXPERIENCE RESIDENT IN FIRM

The present members of the technical staff have been and continue to be leaders in the projects most applicable to these. Hence, the experience record we offer for consideration is resident in our firm.

A couple of highlights of our experience are: our strong connection to San Angelo and deep resume of historic restoration and rehabilitation and adaptive reuse of historical structures

Tom Green, PE, our proposed principal engineer for this project was born and raised in the San Angelo area. Among his most cherished memories are the Christmas festivities that occur every year at Fort Concho – he continues to attend them on a regular basis. Tom was also a part of several projects that started the Downtown San Angelo revival. These commissions consist of restoration of the San Angelo Freight and Passenger Depots, Fort Concho Officer's Quarters restoration, and the Celebration Bridge.

Other notable historically sensitive projects include work in thirty Texas county courthouses through the Texas Historical Courthouse Program, the Pease Mansion, The University of Texas Battle Hall (National Historical Landmark), Elizabet Ney Museum, and the Austin History Center. Additionally, our historical facility portfolio is also comprised of numerous residences, churches, schools, higher educational buildings, hospitals, and other civic and institutional structures.



STATISTICS

Total Years of Experience: 37
Years With This Firm: 28
Years With Other Firms: 9
City of Residence: Austin, Texas

REGISTRATION, EDUCATION AND MEMBERSHIPS

Bachelor of Science in Mechanical
Engineering (with Highest Honors),
University of Texas at Austin

Masters of Science in Mechanical
Engineering, University of Texas at
Austin

Engineer, State of Texas (No. 51655)

Licenses in:

Colorado (No. 22912)
New Mexico (No. 9807)
Florida (No. 42420)
Illinois (No. 062051476)
Virginia (No. 0402031617)
National Council of Engineering Examiners
(No. 7007)
(Some state licensures may be on an
inactive basis.)

Texas Society of Professional Engineers
National Society of Professional Engineers
American Society of Heating,
Refrigeration,
and Air Conditioning Engineers

PROFESSIONAL SUMMARY

Tom Green serves as Principal Engineer, Project Manager, and Mechanical and Electrical Task Design Engineer in a wide range of commercial, institutional, and industrial projects, including: research laboratories, educational facilities (universities, elementary, middle and high schools, police academy training, vocational); historic building renovations (courthouses, libraries, churches, residences); governmental facilities (museums, libraries, fire stations, EMS stations, City Halls, court houses); central plants, IT/data centers, churches (studies, historic preservation, sanctuaries, education buildings); health care facilities (hospitals, surgery centers, nursing homes, medical offices, clinics); low rise to high rise office buildings; detention facilities (jails, sheriffs' offices); recreational facilities (student activity centers, natatoria, swim centers, community recreation centers, parks, marinas, golf courses, etc.); and manufacturing facilities (microchip testing, laser sintering).

Tom's experience has encompassed a wide variety (size and scope) of projects, including: large and small new construction and renovation projects; and especially MEP intensive renovations such as laboratories and hospitals, including those in occupied buildings. Construction costs have ranged from less than \$100,000 to \$100,000,000. Tom also has significant experience with forensic engineering and has served as an expert witness.

Tom has also served as Principal Engineer in LEED Silver, Gold, and Platinum projects.



STATISTICS

Total Years of Experience: 38
Years With This Firm: 28
Years With Other Firms: 10
City of Residence: Austin, Texas

REGISTRATION, EDUCATION AND MEMBERSHIPS

Bachelor of Science Electrical
Engineering (with Honors),
University of Texas at Austin
Engineer in the State of Texas (No. 57683)
Illuminating Engineering Society
Lighting Certified by the NCQLP
LEED Accredited Professional
(USGBC)

PROFESSIONAL SUMMARY

Sam Hammer serves as Project Manager, Lead Electrical Design Engineer, and Supervising Engineer in a wide range of commercial, institutional, and industrial projects. Sam is especially skilled and creative in lighting design, which is one his professional passions. His lighting, power, emergency power, fire alarm, nurse call, and other electrical engineering experience includes: educational facilities (universities, research laboratories, elementary, middle and high schools); historic building renovations (courthouses, libraries, churches, residences); governmental facilities (museums, libraries, fire stations, EMS stations, City Halls, court houses); central plants, IT/data centers, health care facilities (hospitals, surgery centers, nursing homes, medical offices, clinics); office buildings; detention facilities (jails); maintenance facilities (garages, service centers); recreational facilities (natatoria, swim centers, community recreation centers, parks, marinas, golf courses, etc.); churches (studies, historic preservation, sanctuaries); manufacturing facilities (microchip testing, oscillator design & testing); retail facilities (restaurants, finish-outs, strip centers), apartments; and very high end residences (including a castle).

Sam has been Project Manager/Task Leader for a wide variety (size and scope) of new construction and renovation projects, including: occupied buildings and other MEP intensive renovations such as laboratories and hospitals. Construction costs have ranged from \$100,000 to over \$100,000,000. He has also performed investigative work and been an expert witness in litigation.

Sam has also had notable participation in LEED Silver, Gold, and Platinum projects. Sam is also an owner in TGCE, bringing the commitment of service and excellence to every endeavor.



Smith Engineering Company (Smith) was founded in 1989 when engineer Bob Smith purchased the Albuquerque office of Bovay-McGinty Engineers, a national firm with headquarters in Texas, then merged with John D. Jaquess and Associates of Roswell in 1994. Since then, the company has continued to grow, offering civil and structural engineering services while expanding to two more offices – Las Cruces, NM and Midland, Texas. Today Smith has a major presence in water and wastewater, storm water control & drainage, structural, and transportation engineering. We also provide technical services in land surveying, GIS & mapping, materials testing, and construction management, and assist our clients in grant writing and administration.

With over 50 employees, Smith has amassed some of the top engineering talent in the southwest. Our success is a result of our commitment to excellence and dedication to quality service. Fulfilling our mission, "Solutions for Today, Vision for Tomorrow," embraces two key elements; understanding our client's needs and being experts in the areas of transportation, drainage/storm control, land development, water and wastewater treatment, structural design, and construction management. As a full service engineering company, Smith is able to fully meet our clients' needs and expectations and to provide clients with solutions for today. We also respect the significant resources that will be invested and we will use our expertise and experience to develop innovative and cost effective solutions that can extend the life of the structure and maximize your investment.

Smith Engineering Company's signature services include:

Municipal Engineering

Driven by clean water legislation and coupled with ever-increasing public concerns, new approaches, strategies and plans for the way we deal with water and wastewater are emerging. Nowhere is the need for holistic nurturing of our water resources more important than the American Southwest, where Smith is meeting this need with cutting edge solutions that are simple and dependable, solutions that reflect the value of water and the resources of the community. Each community and business is different - their needs and uses of water vary.

Transportation Engineering

Transportation engineering plays a significant role in developing individual neighborhoods and in connecting communities. Whether on your way to work, jogging in the park or making a trip across the state, transportation engineering, aware of it or not, impacts your daily routine. At Smith Engineering we understand the vital role transportation plays in commerce, community development and even lifestyle. We strive to understand the needs each design will meet - beyond the obvious.

Site Engineering

Smith Engineering Company engineers have provided the land planning/site engineering for some of the most recognizable firms in the Southwest. They have also teamed with visionary architects and developers to create residential areas, large and small, to accommodate the public demand for housing. Our residential projects have ranged from 5 to 400 acres, from sprawling Campbell Ranch development in Albuquerque to modest-sized home tracts outside Durango, Colorado.

Construction Services

Smith Engineering Company performs a wide range of construction management and materials testing services. Our team is available to provide construction management and observation services for all disciplines of civil engineering including among other things; traffic interchanges, drainage projects, roadway/utility projects, master planned developments, and anything else you might need. Full or part-time construction management services are available.

Flood Control and Drainage Engineering

Smith Engineering's Drainage team has conducted numerous drainage analyses, design and floodplain projects for a variety of clients including the Albuquerque Metropolitan Arroyo Flood Control Authority, the City of Albuquerque, the New Mexico Department of Transportation as well as other agencies and communities. We have assisted in the design and construction of many storm water detention dams, reinforced concrete channels, storm sewers, storm water quality structures and drainage management plans.



PROFESSIONAL SUMMARY

Mr. Truskowski joined Smith Engineering Company (SEC) in 2013. He is a Senior Civil Engineer whose team is responsible for municipal and civil engineering conducted out of SEC's Permian Basin office. He has over 28 years engineering experience in design, planning, funding and management of civil engineering projects with an emphasis on municipal infrastructure. Mr. Truskowski's experience includes both engineering and utility management positions for public sector entities, and extensive experience as a consulting engineer serving municipal clients.

Mr. Truskowski spent sixteen years in military engineering and construction. Both active Army and National Guard; last assigned to the Directorate of Facilities & Engineering, Texas Army National Guard. Represented the National Guard on the design of a LCRA \$30M regional wastewater collection and treatment system in Bastrop County.

EDUCATION

Bachelor of Science
Civil Engineering
Texas Tech University

PROFESSIONAL REGISTRATION

Texas Licensed Professional Engineer
No. 72450

PROFESSIONAL ORGANIZATIONS

American Water Works Association
Texas Water Utility Association
National Society of Professional Engineers
American Society of Civil Engineers
Texas Desalination Association
Texas Municipal League

RELEVANT EXPERIENCE

Parkhill Smith and Cooper, Inc. – Permian Basin Civil Project Manager

A senior project manager responsible for municipal engineering; experience included design, planning, funding and management of civil engineering projects with an emphasis on municipal infrastructure.

Colorado River Municipal Water District - Manager of Engineering

Provided in-house engineering and managed outside consultant based engineering projects. Managed contracting for materials, major equipment purchases and construction services for the District. Reviewed plans submitted by consultants on behalf of clients planning improvements over and/or adjacent to District pipelines. Managed the District's Weather Modification Program.

Colorado River Municipal Water District - Manager of Operations

Managed daily operations and maintenance of a raw water delivery system consisting of 630 miles of pipeline, 23 pump stations, 3 dams & reservoirs, 2 well fields, with the capacity of delivering over 100 MGD per day to 3 member cities and 5 customer cities. Coordinated on behalf of the District with Federal, State, County and Local governments and officials. Developed long range planning, system improvement projects. Assisted in the development of the District's Global Information System. Management of 3 Maintenance Divisions, an Electrical/Electronic Division, Operations Staff and Heavy Equipment/Equipment Maintenance Crew totaling 53 employees located in 12 Counties. \$23M annual operating budget.

City of Big Spring - City Engineer & Utility Director

Provided in-house engineering and managed outside consultant based engineering projects. Responsible for long range planning and capital improvement program. Worked directly with City Council and 6 city boards and commissions. Represented the City and relocated all utilities of the \$10M Corps of Engineers Beals Creek drainage project. Managed the code enforcement, building inspection and planning functions for the city. Managed the operation and maintenance of the water and wastewater collection and treatments systems. Responsible for compliance and coordination with state and federal regulatory agencies. Management of water treatment plant, wastewater treatment plant, water distribution and wastewater collection, material control departments consisting of 45 Employees. \$2.5M annual operating budget.

Big Spring State Hospital, Texas Department of MH&MR - Facility Engineer

Management of environment of care services for a 250 bed, 650 employees, 92 acre Mental Health Hospital. Provided long range facility planning and development of capital improvement projects. Responsible for quality assurance of compliance with all state and federal regulations, safety, the Life Safety Code and the National Fire Protection Code. Served on the agency's state wide steering committee for planning and implementation of a Computer Aided Facility Management system, a facility based global information system. Management of 5 departments totaling 102 Employees. \$15M annual operating budget.

Shiner, Moseley & Associates, Inc., Corpus Christi, TX - Senior Project Engineer

Worked on a variety of municipal and private civil engineering projects. Significant projects included the civil design for a \$15M national refinery fire fighter training facility.

INSURANCE COVERAGES

FORT CONCHO OFFICER'S QUARTERS



Summary of Types and Amounts of Insurance		TYPES OF INSURANCE			
		General Liability	Professional Liability	Automotive Coverage	Workman's Compensation
TEAM MEMBER	Quinn Evans Architects	\$1,000,000	\$2,000,000	\$1,000,000	\$1,000,000
	Antenora Architects	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Martha Doty Freeman, Historian	\$1,000,000	\$ -	\$1,000,000	\$ -
	Pony Allen Studios	\$1,000,000	\$ -	\$1,000,000	\$ 500,000
	Jaster Quintanilla & Associates	\$1,000,000	\$2,000,000	\$1,000,000	\$1,000,000
	Tom Green & Company Engineers	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Smith Engineering	\$2,000,000	\$2,000,000	\$1,000,000	\$1,000,000

ADDITIONAL INFORMATION

PENN FIELD RESTORATION & ADAPTIVE RE-USE
BY ANTENORA ARCHITECTS



Mayor
David F. Begier

Mayor Pro-tem
Debbie Holland

Council Members

Anne Cano

Felix Madrid

Ronnie Quintanilla-Perez

Michael Smith

Melanie Rios

March 4, 2010

City Manager

Edward A. Broussard

To Prospective Clients of Antenora Architects;

The City of Hutto, Texas retained Antenora Architects LLP (AALP) in early 2009 to provide a 15 year Facility Needs Assessment, programming and preliminary design for a new City Hall and other city facilities on 18 acres of land owned by the City in the downtown area. The site was formerly the Hutto Cotton Gin and Grain Co-op site, which still has some remaining structures from that previous use.

We have greatly enjoyed working with AALP and their team of consultants. We are very pleased with the quality of the work and level of professionalism that has been provided to us thus far and, indeed, have just moved into a second subsequent phase of our planning work with them.

Their staff and team worked very closely with our City Council, staff, our recently adopted Downtown Master Plan and smart code, as well as our citizens to provide us with a very creative and thoughtful adaptive re-use of the original Co-op structures. Further, they have also been very conscientious about working within our budget and schedule objectives.

Based upon our experience with them, I recommend Antenora Architects LLP to you.

Please feel free to contact my office should you need further information.

Sincerely,

Edward A. Broussard
City Manager
City of Hutto, Texas



March 1, 2013

Trina Bickford
Purchasing Department
City of Georgetown, Texas
300-1 Industrial Avenue
Georgetown, Texas 78626

Re: Letter of Recommendation for Antenora Architects LLP

Dear Trina;

The City of Elgin, Texas retained Antenora Architects in 2011 to provide Architectural and Engineering services for the renovation and adaptive re-use of our existing, Historic Fleming Hospital Building for use as a new Community Center. I have been their primary contact and liaison throughout their work with the City.

Antenora Architects effectively worked with our Building Committee and our City Council. This is a challenging project with a very modest budget. They were instrumental in helping us to form a plausible budget for the project and have been patient and flexible with us as we took the time we needed to ensure our decisions were the right ones for the City of Elgin.

We have been pleased with Antenora's professionalism, creativity, expertise and service. Please feel free to contact me directly at 512-285-5721 should you require any further information.

Warm regards,

A handwritten signature in black ink that reads "Amy S. Miller". The signature is written in a cursive, flowing style.

Amy Miller
Community Development Director



REAL ESTATE PLANNING
INVESTMENT SERVICES
BROKERAGE

January 16, 2003

Re: Letter of Reference for Antenora Architects LLP

To Whom It May Concern:

I am very pleased to offer this letter of reference for Antenora Architects LLP.

Over the last nearly three years, Antenora Architects LLP has been working for my partners and I on various projects ranging in size from small commercial remodels and tenant finish-outs to large adaptive re-use projects. Most notably has been Penn Field, a 229,000 square foot adaptive reuse of a World War I era military airbase here in Austin. Antenora Architects brought a very creative and professional approach to every task put before them on this very complex and challenging project. I am very pleased to say that the project recently won an award from The Heritage Society of Austin for Adaptive Re-use.

If you are looking for an architectural firm that is skilled, imaginative and, most importantly, genuinely concerned in meeting your needs; I highly recommend Antenora Architects LLP to you.

Please feel free to contact me at my office should you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "John C. Rosato". The signature is fluid and cursive.

John C. Rosato

DANIEL L. ROTH EXT 201
JOHN C. ROSATO EXT 202

1510 W 34TH ST STE 201
AUSTIN TX 78703-1433

PHO 512 458-8153
FAX 512 371-0520

E-MAIL JCR@SWSG.COM
WEB WWW.SWSG.COM



CITY OF KYLE

300 W. Center • P.O. Box 40 • Kyle, Texas 78640 • (512) 268-5341 • FAX (512) 268-0675

January 20, 2009

Diane Mehaffey
City of Hutto Purchasing Agent
401 West Front Street
Hutto, Texas 78634

Re: Letter of Recommendation for Antenora Architects LLP

Dear Ms. Mehaffey,

It is my understanding that the City of Hutto is considering Antenora Architects (AALP) of Austin for an upcoming project and I have been asked to share with you some of our past experiences working with this firm, to wit:

- Over the course of roughly two years, AALP served in a variety of capacities with and for the City of Kyle. For our New City Hall building, they served as the **City Architect** overseeing the work of the Architect of Record, engineers and builder of the design/build team. This involved working directly with my office to ensure that the project goals were being met per the contractual agreements, schedule, and budget.
- For our Historic Train Depot Renovation and Streetscape, AALP was the **Architect of Record** in bringing the project up to current Building and Accessibility codes compliance, as well as contract administration for the construction.
- In the area of the City Hall and Depot, AALP also worked with us on a Master Plan and Phasing Study to help us anticipate future growth of the Municipal Complex; and integrated their ideas with a previously-developed Streetscape Plan.
- Lastly, they were also the **Design Architect** of a study of our Historic City Park Master Plan and renovation of our existing historic, former City Hall.

In all of their work with us, I have found Antenora Architects to be knowledgeable, professional, easy to work with, and an asset with the architectural aspects of our rapid growth here in Kyle. If our experience is an indicator, I believe AALP could also assist you well in any capacity you deem appropriate.

Please feel free to contact me anytime if you have any questions or if I can be of further assistance in this regard.

Sincerely,

Thomas D. Mattis
City Manager



February 2, 2012

Letter of Reference for Antenora Architects LLP

To future and prospective clients of Antenora Architects LLP:

This letter is to serve as a professional recommendation for Antenora Architects LLP.

I have had the pleasure of working with Michael Antenora and his firm for a number of years, and on a variety of project types. Antenora Architects has provided architectural services to both my businesses, as well to my family.

I first met Michael Antenora when he and his firm donated their time and services -100% *pro bono*- to a charitable organization which is very dear to both my family and to the Round Rock Express. The Miracle League Field is a baseball field here in Austin designed to allow children, with *any* physical or mental challenge to play baseball. My family and the Round Rock Express were the primary benefactors for this wonderful facility

Since then, and for the past three years, Antenora Architects has been the Architect for all 7 of our Coffee Bean & Tea Leaf stores. They will continue to serve us as we build more stores.

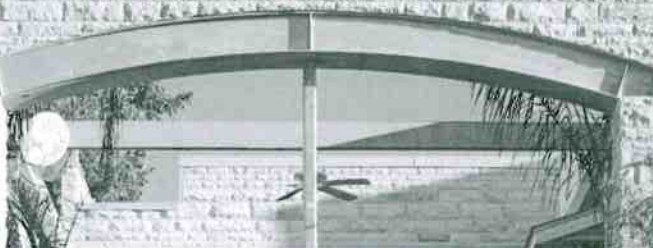
Lastly, and in a more personal circumstance, I have asked Michael and his staff to design a new home for my family. In all of their work with us, Michael and his team have been amiable, creative, and professional. Further, they have always been very mindful of finding the right solution to fit our needs for quality, schedule and budget.

Based upon their performance in all of their work with us, I am confident they will serve you well. As such, I am very pleased to offer this letter of reference to you for Antenora Architects LLP. Should you have any questions, please feel free to contact me directly.

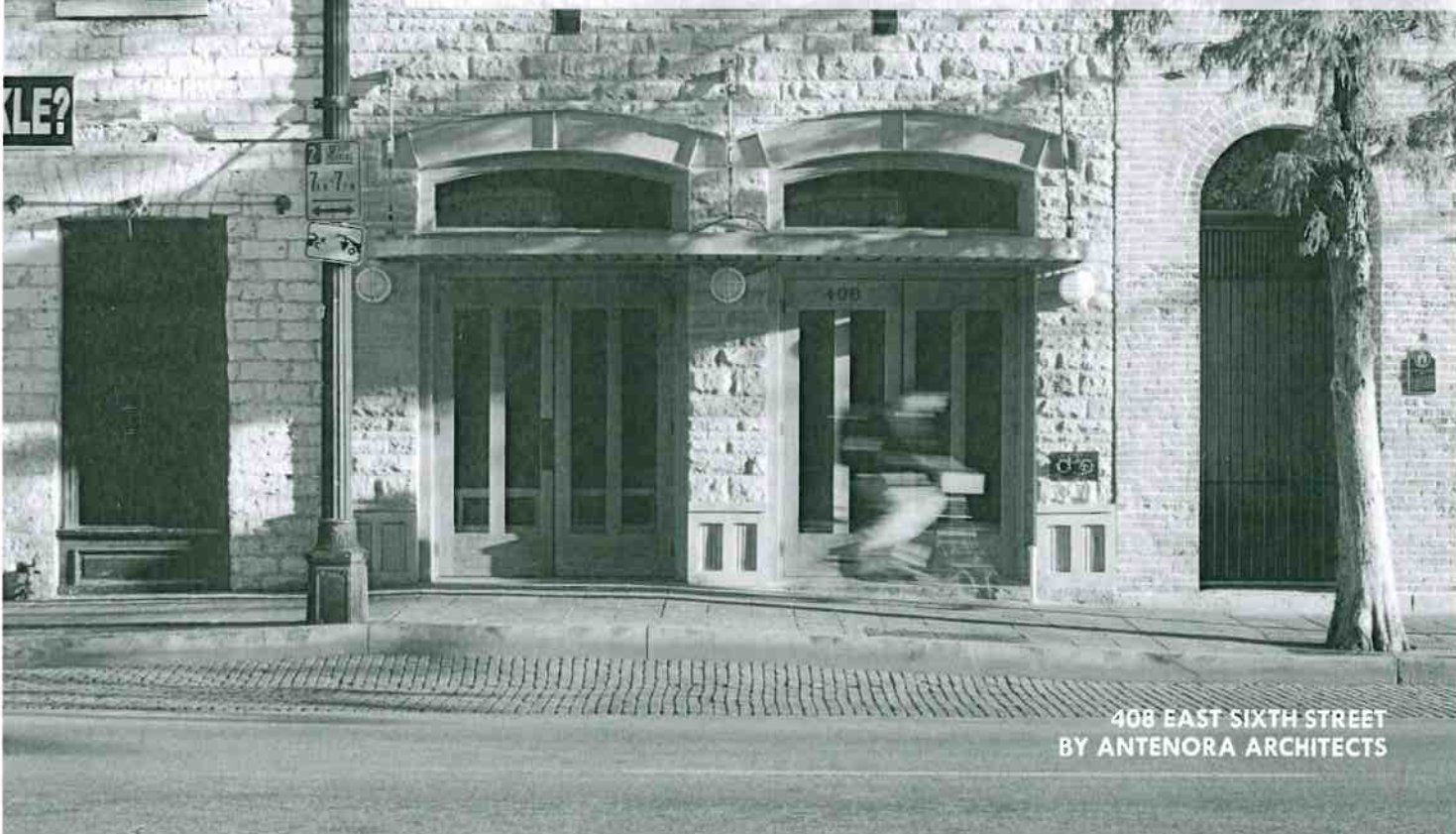
Most Respectfully,

Reese Ryan
Chief Financial Officer
Round Rock Express
nrryan@rrexpress.com





SUPPORTING DOCUMENTATION



408 EAST SIXTH STREET
BY ANTENORA ARCHITECTS



Receipt is hereby acknowledged of the following addenda to the Contract documents.

(Seal if Bidder is Corporation)

City, State Zip Code

Page 14



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4220

CONTRACTOR CONTACT INFORMATION

Please Print

Contact Name: Michael S. Antenora, Antenora Architects LLP	
Mailing Address: 3410 Far West Blvd Ste 330	
City, State Zip Code: Austin , TX 78731	
Accounts Receivable Address 3410 Far West Blvd Ste 330	
City, State Zip Code Austin, TX 78731	
Tax ID: 48 - 1280903	
Payment Terms: Net 30 days	
Telephone: (5121) 462-1848	FAX: (512) 462-1849
Email: michaela@antenoraarchitects.com	

Attach IRS W-9 FORM

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Antenora Architects LLP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
- Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

3410 Far West Boulevard, Suite 330

Requester's name and address (optional)

6 City, state, and ZIP code

Austin TX 78731

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 8 - 1 2 8 0 9 0 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Maurice Kunguain

Date ▶

2/5/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1)-(a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

- Not Applicable -

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

2/10/16

Date



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4220

REFERENCES

References: List five (5) projects of similar size and scope; giving company's name, owner's representative's name, , and telephone numbers for each. References must be provided for owners of similar size and scope as the proposed City project.

REFERENCE ONE

Government/Company Name: Fort Larned National Historic Site - NPS Midwest Region

Location: Larned, Kansas

Contact Persons and Titles: William Harlow, Chief of Historic Architecture and Landscapes

Telephone Number: 402.661.1930

Scope of Work: HSR & Restoration of Commanding Officer's & North Officer's Quarters

Contract Period: Periodically from 1994 to 2012

Contract Amount: \$1,500,000 Project Cost

REFERENCE TWO

Government/Company Name: Penn Field / Southwest Strategies

Location: Austin, TX

Contact Persons and Titles: John Rosato, Principal

Telephone Number: 512.458.8153 x202

Scope of Work: Adaptive Reuse and Reconstruction of Historic WWI Army Airbase

Contract Period: 2003 - 2007

Contract Amount: \$13,000,000 Project Cost

REFERENCE THREE

Government/Company Name: Municipal Facilities / City of Hutto

Location: Hutto Co-op District, Hutto, Texas

Contact Persons and Titles: Micah Grau, Assistant City Manager

Telephone Number: 512.759.4030

Scope of Work: Master Planning, Reconstruction, Adaptive Reuse of Historic Cotton Gin

Contract Period: 2007 - ongoing

Contract Amount: \$1,500,000 Project Costs

REFERENCE FOUR

Government/Company Name: Ulysses S. Grant National Historic Site - NPS Midwest Region

Location: St. Louis, Missouri

Contact Persons and Titles: Al O'Bright, Historical Architect - NPS Midwest Region

Telephone Number: 314.842.1047

Scope of Work: New Visitor and interpretive center

Contract Period: 2000 - 2003

Contract Amount: \$1,077,094 Project Costs

REFERENCE FIVE

Government/Company Name: Jefferson Barracks/Woolpert, Inc.

Location: St. Louis, Missouri

Contact Persons and Titles: Will Ballard, Associate

Telephone Number: 618.632.2874 ext. 2833

Scope of Work: Jefferson Barracks Museum Complex Master Plan

Contract Period: 2009

Contract Amount: \$40,380 Study Costs - Partial



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4220

LIST OF SUBCONTRACTORS

List any subcontractors you intend to use on this project and the categories of work they will perform. **Submitters are strongly encouraged to explore utilizing area subcontractors.** Make as many copies of this form as necessary to cover all categories of work.

Category of Work: Historic Preservation Architect % of Proposed Contract Amount: 25%

Business Name: Quinn Evans Architects

Contact Name: Steve Jones

Telephone: 734.663-5888

Address, City, State, Zip: 219 1/2 North Main Street, Ann Arbor, MI 48104

Category of Work: Research Historian % of Proposed Contract Amount: 1.5%

Business Name: Martha Doty Freeman, Historian

Contact Name: Martha Doty Freeman

Telephone: 512.306.8718

Address, City, State, Zip: 204 Skyline Drive, Austin, TX 78746

Category of Work: Exhibit Design % of Proposed Contract Amount: 3.5%

Business Name: Pony Allen Studios

Contact Name: Pony Allen

Telephone: 512.413.9485

Address, City, State, Zip: 11305 Blairview Lane, Austin, TX 78748

Category of Work: Structural Engineering % of Proposed Contract Amount: 10%

Business Name: Jaster Quintanilla (JQ)

Contact Name: Gary Jaster, P.E.

Telephone: 512.474.9094

Address, City, State, Zip: 1608 West 6th Street, Austin, TX 78703



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4220

LIST OF SUBCONTRACTORS

List any subcontractors you intend to use on this project and the categories of work they will perform. **Submitters are strongly encouraged to explore utilizing area subcontractors.** Make as many copies of this form as necessary to cover all categories of work.

Category of Work: Civil Engineering % of Proposed Contract Amount: 5%

Business Name: Smith Engineering

Contact Name: Ralph Truskowski, P.E.

Telephone: 432.682.9400

Address, City, State, Zip: 4305 N. Garfield, Suite 226, Midland, TX 79705

Category of Work: MEP Engineering % of Proposed Contract Amount: 10%

Business Name: Tom Green & Company Engineers, Inc.

Contact Name: Tom Green, P.E. LEED AP

Telephone: 512.345.1099

Address, City, State, Zip: 3701 Executive Center Drive, Suite 257, Austin, TX 78731

Category of Work: ***** % of Proposed Contract Amount:

Business Name:

Contact Name:

Telephone:

Address, City, State, Zip:

Category of Work: ***** % of Proposed Contract Amount:

Business Name:

Contact Name:

Telephone:

Address, City, State, Zip:



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4220

DEBARMENT AND SUSPENSION CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The RESPONDENT further certifies to the best of its knowledge and belief, that it (or its surety, parent, or subsidiary companies) and its principals:
- (a) Does not currently have any claims against or are not currently involved in any litigation with the City of San Angelo.
 - (b) Is not indebted to the City of San Angelo.
- (3) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation.

Business Name Antenora Architects LLP

2/10/16
Date

By: Michael S. Antenora, Principal, Owner
Name and Title of Authorized Representative


Signature of Authorized Representative



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4220

DRAFT CONTRACT

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

 X I have read and can comply with all contract terms. I am not returning the draft contract.

 I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

A handwritten signature in black ink, appearing to read "Ed [unclear]".

Signature

2/10/16

Date

This Professional Services Agreement ("Agreement") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____, a _____ ("Provider"), effective as of the _____ day of _____, 20____
(the Effective Date).

RECITAL

A. City issued a Request for Qualifications No. ____-____-____ ("RFQ ____-____-____"), for professional _____ services ("Services") on _____; Provider's response thereto ("Response") has been selected as the most qualified Response for the provision of Services; and, Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

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

C. On _____, 20____, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.

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

TERMS:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

Consider approving LPA Inc. for professional services for the design of 29th Street Sports Complex, RFQ PK 01-17, and authorizing City Manager or his designee to negotiate and execute all related documents - (Presented by Recreation Manager Brent Casey)

Summary/History:

29th Street Sports Complex is owned by the Army Corp of Engineers, in the agreement with them it states we need to keep the area maintained, the complex has been neglected for the past few years. We are working to get it back to a practice complex with the funds on hand, this will allow for additional teams to have practice space which is a needed item in San Angelo. The plan is to complete some of the fields as overflow fields for tournaments, but mostly to allow for a safe enjoyable space for softball and baseball teams to practice of all ages.

Financial Impact:

Project has \$1.75M out of which professional services will be paid, account 502-6107-800-07-30 will be used to fund this project.

Other Information/Recommendation:

Attachments:

- | | |
|--------------------|--------------------|
| 1. RFQ review memo | Memo 29 street.doc |
|--------------------|--------------------|

Presentation:

Approvals/Reviews:

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

Memo

To: Julia Antilley
From: Brent Casey, Recreation Manager
CC: Candice Blake
Date: 3/06/17
Re: Reviewers Comments for 29th Street Sports Complex Project

This memo is to complete the process of selection for 29th Street Sports Complex renovation project. We started with thirteen bids for the project, formed a selection committee consisting of Carl White, David Knapp, Brent Casey, Roger Havlak, and Mike Hitchcock. The committee was given an opportunity to go through each of the thirteen submissions and scored them as per what each individual thought would be the best selection for the project. We were then able to bring the thirteen down to four, using the scoring system. Once we had four, we requested the four come and present to the committee a thirty minute presentation of how they would plan our project for 29th Street Sports Complex. After each team presented their project ideas, we allowed for a question and answer time where each team was asked the same questions. After going through the final four selections, the committee was able to unanimously decide on a finalist using the same scoring system we had used and going off the answers to the questions asked of each submission.

For RFQ PK 01-17, we have selected LPA Inc. because of their unique ability to come up with something different and the way they presented our project as a practice facility. We felt they understood what our goal for this project of getting a safe enjoyable place to practice and allowing for overflow of fields to be used when needed for games. This firm seemed to be right on point with what we need, and want for our budget dollars. If you have any questions or concerns you may call me at 657-4450 or email me at brent.casey@cosatx.us. Thank you.

Brent Casey, City of San Angelo Recreation Manager

Date

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

Consider approving a Letter Revision to the existing MOU with SAPAC in the amount of \$122,688 and authorizing City Manager to negotiate and execute all related documents - (Presentation by Construction Manager David Knapp)

Summary/History:

In partnering with SAPAC for the Auditorium project, they have committed funds in pledges, naming rights and other guarantees to support the renovation. They have also committed to funding items specific to the operation of the facility including furniture, fixtures and equipment as needed and can be purchased outside of the construction contract with Lee Lewis Construction, Inc.

SAPAC has agreed to fund additional equipment and AV upgrades that will enhance the operation of the facility. these enhancements will need to be incorporated into the contract with LLCI thus requiring a change to the standing MOU with the City. These additional funds are for additional items that have been identified and will be of no additional cost to the City.

Financial Impact:

This increases the funding commitment for the project by SAPAC by \$122,688. This will cover the cost for CCR's 18, 53 & 60 for a variety of A/V upgrades and enhancements.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------------|------------------------------|
| 1. | MOU Letter Revision | MOU - SAPAC REV 03-21-17.pdf |
| 2. | Exhibit A 03-21-17 | Exhibit 'A' 03-21-17.pdf |

Presentation:

Approvals/Reviews:

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

Bryan Kendrick

Final Approval

March 6, 2017

Rick Weise - Assistant City Manager
City of San Angelo
72 W. College
San Angelo, TX 76903

Dear Rick,

The City is in receipt of our MOU dated May 5, 2016 (copy attached) as well as a memo from us dated February 23, 2017 authorizing change orders totaling \$122,688 (copy attached) which will be funded directly by SAPAC to Lee Lewis Construction from SAPAC funding sources. SAPAC had originally allocated funding for items such as these and will be funded through that allocation in our SAPAC FF&E construction budget.

May this letter serve as our formal revised and updated Memorandum of Understanding (MOU) revising funding plan between SAPAC and the City, adding to and accounting for this additional \$122,688 of funding for the City Auditorium project from SAPAC.

Fred Key
Board President

The City of San Angelo acknowledges receipt of this
Revised and updated Memorandum of Understanding

X  (date) 3-8-17 X  Rick Weise, Assistant City Manger

Stephens Performing Arts Center
82 Gillis St
San Angelo, TX 76903


SAN
ANGELO
PAC
82 Gillis St
San Angelo, TX 76903

Murphey Performance Hall
72 W College Ave
San Angelo, TX 76903



May 5, 2016

Rick Weise - Assistant City Manager
City of San Angelo
72 W. College
San Angelo, TX 76903

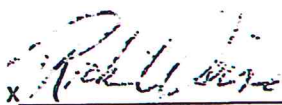
Dear Rick,

May this letter serve as our Memorandum of Understanding (MOU) in regards to Resolution passed by the San Angelo City Council (City) on April 19, 2016, regarding the revised funding plan and allocating City reserves of up to \$1.6 million to allow the San Angelo Performing Arts Coalition (SAPAC) and the City to complete the contemplated alternates and other fixtures, furniture and equipment (FF&E) related to the rehabilitation, restoration and expansion of the City Auditorium included in the City's resolution (the Project). SAPAC continues to have the San Angelo Area Foundation (SAAF) donor backing for \$1million, which serves as an additional buffer to ensure all components of FF&E and the alternates contemplated by the afore mentioned council resolution in order to have sufficient funding to complete. SAPAC will continue to endeavor its fund raising efforts and SAPAC pledges to repay the City the \$1.6 million advanced by the City towards the Project thirty (30) days after successful completion of the project and receipt of anticipated funding from the sale of Texas Historic Commission (THC) Tax Credits, or through other donations and grants, should the THC credits through Part C of the application, fail to be approved by THC. Any amounts received from THC in excess of \$1.6million will be used to offset the SAAF donor backed guarantee and assist with FF&E funding, operational and endowment funding for SAPAC and the Project. As detailed in the afore mentioned City resolution, SAPAC agrees to be a third party to the contract for the Project with Lee Lewis Construction Inc. (LLCI) and will pay all authorized pay applications within thirty days of receipt and understands the City will fund its contributions towards the Project to SAPAC as such pay applications are approved by LLCI, Killis Almond Architects, and city representatives, within this same period of time. This MOU serves as the SAPAC authorization for the SAPAC board president and its executive committee to negotiate and sign all such agreements to carry out the matter contemplated by this MOU as approved by the SAPAC board on May 4, 2016.

Delilah Harper
Board President

The City of San Angelo acknowledges receipt of this
Memorandum and agrees with the terms outlined herein

X  (date) 5/5/16

X 

Rick Weise, Assistant City Manger

February 23, 2017

RE: Auditorium Renovation and Expansion -

With: City of San Angelo (COSA) and San Angelo Performing Arts Coalition (SAPAC)

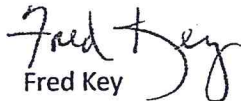
By: Lee Lewis Construction, Inc.

Under the agreement between COSA & SAPAC it was the intent that SAPAC would be responsible for necessary items related to furniture fixtures and equipment to further their commitment to the project. The following items have been identified as fixtures and equipment essential to the project, integral to the operation of the facility :

- | | |
|--|-----------------|
| 1. CCR 18 - Audio/Visual redesign – speakers, channels and video equipment | \$75,681 |
| 2. CCR 53 - Speaker hoist points – beams & structure | \$9,720 |
| 3. CCR 60 - Box Boom enhancements – ladder structure & AV cabling | <u>\$37,287</u> |

TOTAL: \$122,688

Funds for these items are available and have been dedicated for this use in the project in the SAPAC budget. SAPAC gives approval to Lee Lewis Construction, Inc. to proceed with these items for this project.


Fred Key

SAPAC President

Exhibit 'A' - Auditorium Renovation and Expansion

Project Funding (All Phases)	SAPAC	COSA
Half Cent Sales Tax (2010)		\$ 3,750,000
COSA Risk Management		\$ 316,100
COSA-DC (Annex Construction)		\$ 1,500,000
City of San Angelo - Additional Funding Sources		\$ 2,500,000
Dian Graves Owen Foundation Grant		\$ 200,000
SAPAC / Naming Rights	\$ 3,000,000	
SAPAC / Pledged	\$ 2,000,000	
SAPAC - Additional Donations Received	\$ 153,401	
SAPAC - SAAF Security Pledge	\$ 1,000,000	
SAPAC / SAAF - Historic Tax Credits	\$ 1,600,000	
Revised MOU - 03/21/17	\$ 122,688	
	\$ 7,876,089	\$ 8,266,100
	TOTAL FUNDING	16,142,189

Project Expenses	SAPAC / COSA
CO Proceeds - Expenditures prior to current phase (End of FY13)	\$ 1,873,254
COSA Risk Mgmt - Insurance Proceeds (Professional Services)	\$ 11,981
COSA Construction Management	\$ 150,000
SAPAC Operating Reserve	\$ 400,000
Killis Almond Architects + Consultants	\$ 737,300
Asbestos/Testing / Security (paid FY15 + allowances)	\$ 118,348
Owner Project Contingency	\$ 300,000
Lee Lewis Construction, Inc. - Base Contract	\$ 10,369,494
Change Order No. 1 - Bid Alternates & Allowance (approved 4/19/16)	\$ 593,916
Change Order No. 2 - Auditorium Seating (approved 7/12/16)	\$ 445,948
Change Order No. 3 - Annex Completion and proposed Additional Work (approved 10/18/16)	\$ 927,172
Approval for abatement funds, not in LLCI contract (10/18/16)	\$ 32,000
Change Order No. 4 - SAPAC Items	\$ 122,688
Change Order No. 4 - Additional items	
	TOTAL EXPENDITURES \$ 16,082,101

PROJECT BUDGET SUMMARY		
Total Project Funding	\$	16,142,189
Total Project Budgeted Expenses	\$	16,082,101
	Funding Balance (+/-)	\$ 60,088

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

Consider approving the proposed Change Order No. 4 to the Lee Lewis Construction contract as Construction Manager at Risk (CE 02-14) for construction expenses totaling \$436,802, all to be funded by SAPAC and the project budget; and authorizing the City Manager to negotiate and execute said change order - (Presentation by Construction Manager David Knapp)

Summary/History:

Auditorium renovation began in February 2016 with Lee Lewis Construction, Inc. as the contractor

There have been 3 Change Orders during this time:

CO #1 - Bid Alternates & Pit Allowance

CO #2 - chairs for orchestra & balcony seating

CO #3 - completion of the annex

Totaling \$1,967,036.00

Current completion date is July 5, 2017. If CO #4 is approved the completion date will be pushed to August 5, 2017. This should not impact the scheduled opening of the auditorium in October.

A renovation project of this size and complexity always has its challenges both in design and construction. While the construction schedule has been extended, we have always worked within our project budget.

Change Order #4 works to complete the project in its entirety, utilizing the remaining project funds. Council approval is required due to the amount of the CO.

Financial Impact:

This Change Order will utilize the remaining project funds and the remaining City contingency funds included in the project.

SAPAC is committing, through a revised MOU, an additional \$122,688 to the project for specific items of work.

Remaining project funds to cover the cost of the Change Order will come from project contingencies, allowances and un-designated funds totaling \$314,114. Current proposed work totals about \$277,000, leaving \$30,000 to complete the job. Any unused funds will be credited back to the project.

This will zero out the total project funding with the total existing and proposed project expenses.

No additional funds are needed to complete the project

Other Information/Recommendation:

Staff recommends Council approval of Change Order No. 4 to complete the proposed work for the project.

Attachments:

- | | | |
|----|-------------|---|
| 1. | Exhibit A | Exhibit 'A' - CO #4.pdf |
| 2. | Exhibit 'B' | Exhibit 'B' Proposed funding-expenses.pdf |

Presentation:

David Knapp

Approvals/Reviews:

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

Exhibit 'A' - Auditorium Renovation and Expansion

Project Funding (All Phases)	SAPAC	COSA
Half Cent Sales Tax (2010)		\$ 3,750,000
COSA Risk Management		\$ 316,100
COSA-DC (Annex Construction)		\$ 1,500,000
City of San Angelo - Additional Funding Sources		\$ 2,500,000
Dian Graves Owen Foundation Grant		\$ 200,000
SAPAC / Naming Rights	\$ 3,000,000	
SAPAC / Pledged	\$ 2,000,000	
SAPAC - Additional Donations Received	\$ 153,401	
SAPAC - SAAF Security Pledge	\$ 1,000,000	
SAPAC / SAAF - Historic Tax Credits	\$ 1,600,000	
Revised MOU - 03/21/17	\$ 122,688	
	\$ 7,876,089	\$ 8,266,100
	TOTAL FUNDING	16,142,189

Project Expenses	SAPAC / COSA	
CO Proceeds - Expenditures prior to current phase (End of FY13)	\$	1,873,254
COSA Risk Mgmt - Insurance Proceeds (Professional Services)	\$	11,981
COSA Construction Management	\$	150,000
SAPAC Operating Reserve	\$	400,000
Killis Almond Architects + Consultants	\$	737,300
* Asbestos/Testing / Security (paid FY15 + allowances)	\$ 118,348	\$ 65,881
* Owner Project Contingency	\$ 300,000	\$ 130,440
Lee Lewis Construction, Inc. - Base Contract	\$	10,369,494
Change Order No. 1 - Bid Alternates & Allowance (approved 4/19/16)	\$	593,916
Change Order No. 2 - Auditorium Seating (approved 7/12/16)	\$	445,948
Change Order No. 3 - Annex Completion and proposed Additional Work (approved 10/18/16)	\$	927,172
Approval for abatement funds, not in LLCI contract (10/18/16)	\$ 32,000	\$ -
Change Order No. 4 - SAPAC Items	\$	122,688
Change Order No. 4 - Additional items	\$	314,114
	TOTAL EXPENDITURES	\$ 16,142,188

PROJECT BUDGET SUMMARY		
Total Project Funding	\$	16,142,189
Total Project Budgeted Expenses	\$	16,142,188
	Funding Balance (+/-)	\$ 1

(Not in LLCI contract)

[illegible]

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

First public hearing and introduction of an ordinance amending the 2016-2017 budget for capital projects and incomplete projects - (Presentation by Budget Manager Morgan Chegwidden)

Summary/History:

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

- Stipends for General fund-dependent divisions;
- Stipends for Airport fund;
- Fort Concho mechanical floor cleaner;
- Neighborhood blitz;
- Chadbourne Streetscape;
- Auditorium Renovation;
- Industrial Park Sewer Line; and
- Public safety software and communications center building improvements.

Financial Impact:

\$2,593,852 (see attached detail on Exhibit A of the ordinance).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|-------------------------------------|---|
| 1. Ordinance | 3-21-17 FIN Budget Amendment CVR 2.pdf |
| 2. Exhibit A | 3-21-17 FIN Budget Amendment CVR 3.pdf |
| 3. Additional Information | 3-21-17 FIN Budget Amendment CVR 4.pdf |
| 4. Dept Memo GF-dependent Stipends | 103 BA Memo Stipends in Lieu of Raises.docx |
| 5. Dept Memo Airport stipends | 220 BA Memo Airport Stipend.docx |
| 6. Dept Memo Fort Concho capital | 420 BA Memo Fort Concho.pdf |
| 7. Dept Memo Neighborhood blitz | 453 BA Memo NFS Blitz.pdf |
| 8. Dept Memo Chadbourne Streetscape | 502 BA Memo Chadbourne Street Scape.docx |
| 9. Dept Memo Auditorium Renovation | 502 BA Memo Auditorium Reno.pdf |

10. Dept Memo Industrial Park Sewer
11. Dept Memo Public safety software
12. Presentation

520 BA Memo Industrial Park.pdf
523 BA Memo Public Safety Software.pdf
3-21-17 FIN Budget Amendment.pptx

Presentation:

Morgan Chegwidden

Approvals/Reviews:

Morgan Chegwidden
Theresa James
Anthony Wilson
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval

**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER
1, 2016, AND ENDING SEPTEMBER 30, 2017, FOR CAPITAL
PROJECTS AND INCOMPLETE PROJECTS.**

WHEREAS the City of San Angelo has determined that new projects not included in the current budget should begin, and

WHEREAS the City of San Angelo has determined that certain budgeted amounts should be amended due to project changes and unforeseen circumstances, and

WHEREAS the resources necessary for these changes are available;

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

The City's budget for fiscal year 2016-2017 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 21st day of March, 2017, and APPROVED and ADOPTED on this the 4th day of April, 2017.

CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, City Clerk

Approved as to Content and Form:

Tina Dierschke, Finance Director

City of San Angelo
Proposed Budget Amendment
Exhibit A

Fund	Description	Total Revenue Amendment	Total Expense Amendment	Net Benefit/ (Cost)
103	Intergovernmental	5,375	5,375	\$ -
203	Texas Bank Sports Complex	4,159	4,159	\$ -
220	Airport Operating	9,803	9,803	\$ -
420	Fort Concho	9,488	17,988	\$ (8,500)
440	Fairmount Cemetery	3,339	3,339	\$ -
453	Community Development Block Grant	61,000	61,000	\$ -
502	General Capital	162,188	162,188	\$ -
520	Waste Water Capital	100,000	100,000	\$ -
523	Public safety bond issue	2,230,000	2,230,000	\$ -
	Total	\$2,585,352	\$2,593,852	\$ (8,500)

City of San Angelo
Proposed Budget Amendment
Additional
Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit / (Cost)
Stipends for General Fund-dependent divisions	Transfer in from General Fund	\$22,361	\$22,361	\$-
Stipends for Airport Fund	Gasoline concessions	\$9,803	\$9,803	\$-
Fort Concho mechanical floor cleaner	Fort Concho Fund – fund balance	\$-	\$8,500	\$(8,500)
Neighborhood Blitz	Type B Sales Tax	\$61,000	\$61,000	\$-
Auditorium Renovation	San Angelo Performing Arts Center	\$122,688	\$122,688	\$-
Chadbourne Streetscape	Type B Sales Tax	\$39,500	\$39,500	\$-
Industrial Park Sewer Line	Type B Sales Tax	\$100,000	\$100,000	\$-
Public safety software and communications center building improvements	Future debt issue	\$2,230,000	\$2,230,000	\$-
Total		\$2,585,352	\$2,593,852	\$ (8,500)

Memo

To: Tina Dierschke, Finance Director
From: Morgan Chegwiddden, Budget Manager
Date: March 10, 2017
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To fund stipends in lieu of raises for General Fund-dependent divisions including Fort Concho, Fairmount Cemetery, Texas Bank Sports Complex, and grants.

Source of Funding: Increased transfer from General Fund

Funding previously approved? If so, by City Manager or City Council and when? As directed at strategic planning March 2, 2017

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue - 103 Intergovernmental	375,805	5,375	381,180
Expense - 103 Intergovernmental	553,781	5,375	559,156
Revenue - 203 Texas Bank Sports Complex	699,984	4,159	704,143
Expense - 203 Texas Bank Sports Complex	285,820	4,159	289,979
Revenue - 420 Fort Concho	351,374	9,488	360,862
Expense - 420 Fort Concho	611,942	9,488	621,430
Revenue - 440 Fairmount Cemetery	79,563	3,339	82,902
Expense - 440 Fairmount Cemetery	208,383	3,339	211,722

Memo

To: Morgan Chegvidden, Budget Manager

From: Lou Elguezabal, Airport Director

Date: 3/10/2017

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To fund stipends in lieu of raises.

Source of Funding:

Gasoline Concessions Account

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

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Gasoline Concessions Account 220-0000-348-39.02	94,391	9,803	84,588
Airport Salaries & Benefits 220-3901-xxxx.xx-xx	400,099	9,803	409,902

Additional Comments:

Memo

To: Morgan Chegwidden, Budget Manager
From: Robert F. Bluthardt, Site Manager/Fort Concho
Date: 02/14/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To purchase a mechanical floor cleaner

Source of Funding:

Fort Concho Fund - Fund Balance

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

Reviewed and endorsed by Fort Concho Museum Board; approved by PARD Carl White;
approved by CMO

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Fort Concho Capital Expense 420	0	8,500	8,500
			0
			0
			0
			0
			0

Additional Comments:

Memo

To: Morgan Chegvidden, Budget Manager

From: Bob Salas

Date: 03/10/17

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

SADC approved \$61,000 to be allocated to Community & Housing Support on 11.16.2016. \$41,000 was allocated to Rapid Rehousing and \$20,000 to Neighborhood Blitz

Source of Funding:

San Angelo Development Corporation Affordable Housing Funds

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

Approved by SADC board on 11.16.2016

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
453-2630-440.05-66	0	41,000	41,000
453-2621-988.08-73	0	20,000	20,000
453-0000-391.04-00	0	61,000	61,000
			0
			0
			0

Additional Comments:

Memo

To: Morgan Chegwiddden, Budget Manager
From: Lance Overstreet, Asst City Engineer
Date: March 16, 2017
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

COSADC is to fund half of the Chadbourne St Streetscape design being done by Half Associates. The design total is \$79,000, COSADC to reimburse the city \$39,500, TIRZ North and South to fund the other \$39,500.

Source of Funding:
COSADC

Funding previously approved? If so, by City Manager or City Council and when?
March 7, 2017

Project/Budget to be amended	Original Budget	Proposed Change	Proposed Revised Budget
Expense 502-3200-432-04.35	193,410	39,500	232,910
Revenue 502-0000-391-04.00	0	39,500	39,500

Additional Comments:

Memo

To: Morgan Chegwidden, Budget Manager
 From: Don Maynard, Civic Events
 Date: 03/15/17
 Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Receipt of MOU from SAPAC in the amount of \$122,688 to be funded by SAPAC
for the Auditorium renovation.

Source of Funding:
 SAPAC FUNDS

Funding previously approved? If so, by City Manager or City Council and when?
 YES. April 19, 2016 by City Council

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
502-6602-365.40-24	7,116,101	122,688	7,238,789
502-6602-800.07-20	11,520,220	122,688	11,642,908
			0
			0
			0
			0

Additional Comments:

See attached supporting documents.

Memo

To: Morgan Chegwiddden, Budget Manager
From: Lance Overstreet, Asst City Engineer
Date: 03/15/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Receive funds from COSADC for the new Industrial Park sewer line to reimburse city funds for project.

Source of Funding:

COSADC

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

Contract was approved at City Council meeting on March 7, 2017

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Wastewater Capital Project			0
520-5400-800.07-30	5,895,490	100,000	5,995,490
Wastewater Capital Project/Revenue			0
520-0000-391.04-00		100,000	100,000
			0
			0

Additional Comments:

Memo

To: Morgan Chegwiddden, Budget Manager
From: Bucky Hasty, IT Manager
Date: 03/10/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Acquisition and implementation of new public safety software and communications center building improvements.

Source of Funding:

Future debt issue

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

To be discussed March 21, 2017

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Fund 523 Bond Proceeds Revenue	0	2,230,000	2,230,000
Fund 523 Project Expense	0	2,230,000	2,230,000
			0
			0
			0
			0

Additional Comments:



City Council

March 21, 2017



Budget Amendment

	Revenue	Expense
Stipends for General Fund-dependent divisions	22,361	22,361
Stipends for Airport Fund	9,803	9,803
Fort Concho mechanical floor cleaner	-0-	8,500
Neighborhood blitz	61,000	61,000



Budget Amendment

	Revenue	Expense
Chadbourne Streetscape	39,500	39,500
Auditorium Renovation	122,688	122,688
Industrial Park Sewer Line	100,000	100,000
Public safety software and communications center building improvements	2,230,000	2,230,000





City Council

March 21, 2017



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: March 21, 2017

Item type: Regular Item

Caption:

Public hearing and consideration of a resolution authorizing the adoption of the 2017-2022 Capital Improvement Plan for the City of San Angelo - (Presentation by Budget Manager Morgan Chegwiddden)

Summary/History:

Preparation of the 2017-2022 Capital Improvement Plan (CIP) began January 9, 2017 when instructions were provided to project managers. On January 23, 2017, project managers submitted proposals. Management and finance staff reviewed the draft 2017-2022 CIP on February 14, 2017.

An online form to gather public opinion was launched February 10, 2017 and will remain open year round. A public forum was held February 23, 2017 to gather public input. City Council was updated regarding the CIP during strategic planning March 2, 2017 and in a Friday memo on March 10, 2017.

Attached is the final proposed 2017-2022 Capital Improvement Plan (CIP) for the Council's consideration. At this Council meeting we hope to make any necessary changes to the document, discuss the plan, and ultimately adopt the plan.

As directed by Council at prior meetings, the top priorities for the City of San Angelo continue to be:

- Water supply & conservation; and
- Street improvements.

With this CIP in place, staff will continue to stay the course on researching solutions to these major issues.

As required by our charter, the Council will conduct a public hearing on the proposed Capital Improvement Plan (CIP) at this meeting. Also in compliance with the charter regulations, the proposed CIP was published on the internet together with a public notice providing the date and time of this public hearing.

The attached resolution is the final step to adopt the 2017-2022 Capital Improvement Plan (CIP). Submitted projects have been reviewed by staff and management for completion, content, and the ability to meet Council strategic priorities.

Financial Impact:

None at this time. Funding will be discussed during the fiscal year 2017-18 budget and future years' budget preparation processes.

Other Information/Recommendation:

Staff recommends approval of the 2017-2022 Capital Improvement Plan and adoption of the resolution.

Attachments:

- | | | |
|----|--------------------------|---------------------------------------|
| 1. | CIP 2017-2022 | 2017-2022 CIP Final Draft 3-10-17.pdf |
| 2. | Powerpoint | FIN 170321 CIP 2017-2022.pptx |
| 3. | 2017-2022 CIP Resolution | FIN 170321 CIP 2017-2022 Res.docx |
| 4. | CIP Calendar | CIP Calendar 2017 Updated.xls |
| 5. | Public Forum Minutes | 2017 Public Forum Minutes Final.docx |
| 6. | Town Hall Minutes | 2017 Town Hall Minutes.docx |
| 7. | Rotary Club Minutes | 2017 Rotary Club Minutes.docx |
| 8. | Website Survey Comments | Website Survey Summary.pdf |
| 9. | Kiwanis Club Minutes | 2017 Kiwanis Club Minutes.docx |

Presentation:

Morgan Chegwidden

Approvals/Reviews:

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



CITY OF SAN ANGELO

Capital Improvement Plan



2017-2022

DRAFT





2017-2022

Capital

Improvement

Plan

City Council

Dwain Morrison, Mayor

Vacant, SMD #1

Marty Self, SMD #2

Harry Thomas, SMD #3

Lucy Gonzales, SMD #4

Lane Carter, SMD #5

Charlotte Farmer, SMD #6

City Management

Daniel Valenzuela, City Manager

Rick Weise, Assistant City Manager

Michael Dane, Assistant City Manager

Capital projects are prepared by the staff member identified within each project sheet

Capital Improvement Plan preparation:

Morgan Chegvidden, Budget Manager

Kimberly Rennspies, Senior Budget Analyst

Walt Wilkinson, Senior Budget Analyst

Introduction of the Capital Improvement Plan

February 10, 2017

Public Forum
Plan Adoption

February 23, 2017
March 21, 2017

City of San Angelo

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The City Of
San Angelo, Texas

72 W. College Ave. 76903

March 21, 2017

Dear Citizens,

The capital planning process and capital improvement plan (CIP) was established to provide a routine process for identifying, evaluating, and advocating the capital needs of the City of San Angelo.

The capital planning process not only provides an orderly and routine method of proposing the planning and financing of capital improvements, but the process also makes capital expenditures more responsive to community needs by informing and involving the public. The CIP does not appropriate funds, but supports the budget process and the appropriations made through the adoption of the budget.

The objectives utilized to develop the CIP are:

- To identify and examine current and future infrastructure needs and minimize the financial impact on residents;
- To maximize the useful life of capital investments by scheduling major renovations and modifications at the appropriate time in the life-cycle of the facility;
- To improve financial planning by comparing needs with resources, and estimating future funding issues.

The CIP ensures coordination between City departments and City Council in the planning and implementing of capital projects. The CIP identifies and determines future infrastructure needs; and establishes priorities among projects so the available resources are used to the best advantage. The plan also ensures the use of the best financial mechanisms and ensures maximum useful life of capital investments.

The CIP improves the links between capital investments and the City's long-term vision and goals, and builds citizen confidence by making a more effective use of City resources. This document will allow the City Council and staff to keep up with the growth of our community as well as take a long-range view of our future activities and responsibilities.

The development of the CIP represents many hours of work by many staff members, including the following Capital Improvement Plan review members:

Michael Dane, Assistant City Manager
Rick Weise, Assistant City Manager
Tina Dierschke, Director of Finance

Morgan Chegwiddden, Budget Manager
Kimberly Rennspies, Senior Budget Analyst
Walt Wilkinson, Senior Budget Analyst

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Valenzuela".

Daniel Valenzuela
City Manager

City of San Angelo History & Background

Historically, the City of San Angelo funded capital improvements at varying levels and projects were more often selected based on availability of funds than due to their priority in the organization's vision. As a result, infrastructure often exceeded its useable life. In December 2006, the City faced the largest non-weather related crisis in its history – the failure of a major water transmission main that impacted two-thirds of the community. This event prompted staff and City Council to research the most critical infrastructure needs. The severity of these needs generated a philosophical shift in the City's approach to maintaining its infrastructure.

A CIP project typically has a useful life of at least three years, has a total estimated cost in excess of \$25,000, and requires six months or more to complete. The preparation of a five-year capital improvement plan is an integral part of the community's strategic planning efforts.

All capital projects must be included in the annual CIP preparation process for approval by City Council. First, project managers submit projects to the Budget Manager. Budget staff holds public meetings to gather citizen opinion on the priority of projects and the consideration of additional projects. The CIP is finally presented to and approved by City Council. Once the CIP is approved, unfunded high priority projects are considered for funding in the budget preparation process. Project managers may then execute the capital project when funded.

CIP projects have a wide range of funding sources including fund balance, debt instruments, grants and designated revenue. For example, all Airport projects are funded through federal and state

grants with a match of local funds required of the City. On the other hand, the Concho River dredging, bank stabilization and trails improvements projects are funded through type B sales tax. A successful CIP provides for considerable advance notification, planning, evaluation, scope definition, design, public discussion, cost estimation, and financial planning.

Extenuating circumstances like natural disasters, new state or federal mandates, or a change in available funding can require immediate changes (known as amendments) in the Capital Improvement Plan. In urgent situations, these changes can be adopted at any time in the year with City Council approval.



City of San Angelo

Short-term Priorities & Goals

The City Council's goal setting workshop for the FY2016-17 budget year yielded five major priorities that served as a tool to steer budget discussions amongst staff and constituents. The five priorities that best address San Angelo's current needs are focused on infrastructure, development, and people.

Water

Due to San Angelo's drought conditions, water has and will continue to be in the forefront of priorities for the community. Infrastructure enhancements are necessary to reduce water loss and leakage.

To better manage the water we have, a water conservation plan is necessary. Planning ahead for the future, Council stated we should be seeking a diversified long-term water supply within ten years.



Streets

The infrastructure connecting us as a community is City streets. Repairs and enhancements should be done on a consistent and pre-planned basis to ensure all streets remain in working condition. The Council goal is to renew 15% of City streets each year, with an end goal of treating 100% of the streets every seven years.

Police Station

A new or refurbished Police Station has been requested by the Police Department and Council. Once the project plans are approved, per the goal setting exercise, a bond election will be held if the price exceeds \$5 million dollars.

Salaries

Council has made it a priority to compensate City employees at the market rate in an effort to attract and retain its workforce. The current goal is reaching target salaries for all staff members within a three (to four) year period.

Development Processes

As San Angelo grows, it is important for our development processes to keep up with the speed of builders. With that in mind, the following goals were set to improve our development processes:

- Expedite projects-on-the-ground with consistency and accuracy, surpassing 100% satisfaction by those seeking services.
- Streamline all service requests: from staff work to introduction and approval by board to final approval to Council.

City of San Angelo

Long-term Vision & Strategic Goals

City Council and Department Directors met March 8, 2016 to establish a long-term vision and strategic goals for the City of San Angelo. As a result, fourteen major priorities were established. For 2017, these goals remain unchanged.

**To be the Texas
standard for
opportunity, prosperity,
and quality of life.**

Neighborhood Vision

Factors essential to developing successful neighborhoods are:

- Fostering a sense of community
- Adequate infrastructure
- Appropriate and enforceable regulations to protect neighborhoods
- Reinvestment in the neighborhood
- Adequate amenities for each neighborhood
- Neighborhood Safety Programs based on:
 - Traffic controls
 - Police
 - Code enforcement
- Health and Safety
- Revitalization of neighborhoods through housing
- Fostering pride in the community
- Tied to Quality of Life

Commerce Vision

A successful business climate for San Angelo will have the following:

- Revitalized older commercial areas
 - Primarily downtown
 - Reduction in vacant and/or underutilized properties
- A streamlined development processes
 - Solution-oriented staff attitude

- Centralized services
- Application of development regulations
 - Consistent missions between Council and Boards
 - Council adopts ordinance, staff implements
 - Public education
- Compatible commercial and neighborhood districts
- City Council meeting with boards/commissions monthly at City Council
- Customer friendly, responsive, timely process and staff

Industry Vision

San Angelo's industry vision will successfully retain and attract industry when there are:

- Partnerships with institutions of higher learning, to include trade schools, to address industry workforce needs
- Industrial business at the airport and industrial park
- Alternative transportation modes
- Strategic plan for industry recruitment
- Initiatives for industry retention and expansion
- Available facilities and sites for use that have appropriate infrastructure
- Zoning Master Plan Development
- Comprehensive Plan Development
- Focus on Quality of Life



Transportation Vision

The following factors were deemed essential to a successful transportation system:

- Citizens actively participate in traffic control methods
- Way-finding is standardized and block numbers are consistently implemented
- Traffic flow in and around ASU is addressed
- Streets, alleys, and other paved surfaces are repaved at regular intervals
- Alternate modes of transportation to/from town are available, including:
 - Mass Transit
 - Air
 - Rail
- Traffic studies are conducted to evaluate traffic flow
- Sidewalk and bicycle lanes are addressed in conjunction with roadway construction
- Stop light synchronization
- Wayfinding prioritization
- Thoroughfare Plan Development

Regional Transportation Vision

The steps to a successful regional transportation system include:

- A partnership with Concho Valley Council of Governments to ensure development of passenger multi-modal facility
- Advocating for increased rail service
- Increased air passenger and freight service
- Supporting the Ports to Plains initiative
- Work with partners (county/state/federal) for on various state highways (not just Ports – to – Plains)
- Actively pursue Proposition 1



Parks & Open Space Vision

San Angelo's park system will be deemed successful with:

- Increased unstructured recreational opportunities in lieu of programmed activities
- A pedestrian/bike network implemented between park facilities, activity centers, and downtown
- Increased number of public restrooms
- Public input on future recreation programs
- Citizen involvement with maintenance of parkland
- Parkland dedications required in residential development
- Maintenance issues addressed before dedication of operational dollars
- Percentage of funds placed in reserve fund at before beginning a project
- Additional Trail Development

Downtown Vision

San Angelo's downtown and historic area should strive for the following:

- High occupancy rates for business and residential spaces
- Increased private investment
- Street-scaping more prevalent than other areas in the community
- Increased code enforcement
- An overlay district with additional development guidelines to improve aesthetics
- Incentives for developing properties/disincentives for holding vacant properties
- Historic structure preservation
- Increased demolition of structures
- Addressing issues with absentee landlords
- Ordinances are needed to address demolition of structures and absentee landlords
- Address existing buildings / blight
- National Fire Prevention (NFPS) standards for older buildings adopted
- Property Maintenance needed
- Greater latitude with existing building codes

- Design guidelines applicable
- Demolition Program is self sustaining
- Search of demolition properties
- Incentives
- Downtown Revitalization gaps addressed by identifying funding sources to decrease gaps
- Invest in installation of water lines and other infrastructure when repairing streets, to assist future buyers of older buildings (sprinkler systems lines, etc.)
- Establish / reestablish relationship with River Revitalization and Downtown Development along with way-finding system

Infrastructure Vision

The goals for San Angelo's infrastructure system are:

- Dependable delivery of essential services
- Striping all streets with thermal plastic material
- Fully functional fire hydrants properly placed throughout the City
- Implementation of a long-term infrastructure maintenance schedule
- Maintain a Disaster Plan addressing events of catastrophic service failures
- Comprehensive Plan must tie into Infrastructure Plan
- Use Thermoplastics for street markings
- Address 911 System needs (generator \$150,000)

Community Appearance Vision

Elements contributing to an attractive San Angelo are:

- Clean residential and commercial neighborhoods
- Way-finding street signage
- Enforcement of commercial landscape ordinance
- Unique development patterns (with a preference towards non-strip center layout)
- Aggressive enforcement of dangerous building fines for commercial structures
- Increased support of public art through financial incentives

- Commercial landscaper / Landscaping Ordinance as water saving measures
- Incentives
- Neighborhood Standards adopted (tighter requirements in maintenance and looks of home & residences)
- Judicial Process in place
- Façade standards in place



Financial Vision

The financial health of the organization will be evident when:

- An adequate funding source is available for equipment replacement
- Sufficient reserves exist in operating funds
- Unused or underperforming City-owned properties are liquidated
- Enterprise funds become 100% self-sufficient
- Financial impact of increased population of 65+ effect on property tax freeze is analyzed and mitigated
- Property tax rates are reviewed annually
- Comprehensive financial policies are developed and adopted
- Appropriate internal controls and processes are implemented
- Results of fee review are implemented

Public Safety Vision:

The Safety of the Citizens will be enhanced by the following:

- One ambulance at each fire station to decrease response time
- Decrease response times in general
- Recruitment / retention of Civil Service Employees
- Updated Communication System (to include personal / physical communication technology)
- Signage / hazard status on Commercial Buildings
- Improve responder safety
- Neighborhood Crime Watch groups / Education
- Community Engagement
- Self-enforcement
- Educational / push issues out to their neighborhoods through neighborhood group with staff assistance
- Crime watch
- Network / virtual associations between neighbors
- Neighbors taking ownership of neighborhood

Water Vision:

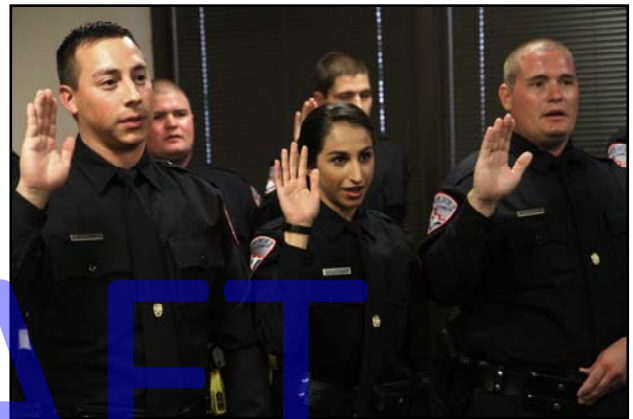
- Plan for long term water supply needs
- Identify other water sources

Salary / Wages:

- Value of the organization & City Council

Development:

- Permit & Inspections Office Prioritization of staffing and other department needs
- Fee structure designed to support



City of San Angelo

Community Profile

Location

San Angelo is located in west central Texas and is approximately 200 miles northwest of Austin, 250 miles southwest of Dallas/Fort Worth, and 300 miles south of Amarillo. San Angelo, the county seat of Tom Green County, covers 58.2 square miles.

History

In 1867, Fort Concho was established as one of a series of new forts designed to

protect the frontier from hostile threats. The Fort was home to cavalry, infantry, and the famous Black Cavalry, otherwise known as Buffalo Soldiers, by Native Americans. The City still operates Fort Concho as a historic landmark and museum.

The village of Santa Angela was established outside the fort at the juncture of the North and South Concho rivers. The name changed to San Angelo in 1883 on the insistence of the United States Postal Service that the original name was considered grammatically incorrect. It soon became a center for farmers and settlers in the area, as well as a fairly lawless area filled with brothels, saloons and gambling houses.



The town grew quickly in the 1880s after becoming the county seat and after the Santa Fe Railroad arrived in 1888. The Santa Fe Railroad was followed by the Kansas City, Mexico and Orient Railroad in 1909 which made it a central transportation hub for the region. The historic Santa Fe-Orient Train Depot and Museum is still maintained by the City.

San Angelo saw further growth when a tuberculosis outbreak hit the United States in the early 1900s. Many felt the dry warm climate would benefit their health and came to San Angelo for treatment.



Historic Santa Fe-Orient Train Depot

In 1928, the City founded San Angelo College, one of the region's first institutes of higher education, as a result of a municipal election. San Angelo had been passed over by the Texas State Legislature as the home of what would become Texas Tech University. San Angelo College, one of the first municipal colleges, has grown to become Angelo State University.

The military returned to San Angelo during World War II with the founding of Goodfellow Air Force Base which was assigned to train pilots at the time.

San Angelo grew exponentially during the oil boom of the 1900s when vast amounts of oil were found in the area and the City became a regional hub of the oil and gas industry.



San Angelo City Hall

Geography

San Angelo falls on the southwestern edge of the Edwards Plateau and the northeastern edge of the

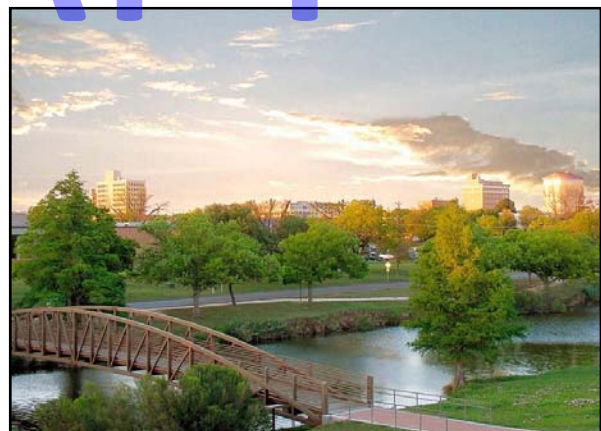
Chihuahuan desert at the juncture of the North and South Concho Rivers. The City has three lakes: Twin Buttes Reservoir, O.C. Fisher Reservoir and Lake Nasworthy. The Middle Concho River joined the South Concho several miles upstream, but the junction has been obscured by the Twin Buttes dam.

Climate

San Angelo falls near the boundary between the subtropical semi-arid steppe and mid-latitude steppe climates. It is located at the region where Central Texas meets West Texas weather.

Temperatures occasionally reach the 100s in the summer but, because of low humidity, never reach a high heat index. In winter, temperatures rarely drop below 30 degrees and though the region does experience snow and sleet, it occurs only several times a year.

San Angelo averages 251 days of sunshine a year and the average temperature is 64.9 degrees. The City sees an average rainfall of 20.45 inches.



Pedestrian bridge over the Concho River

Population

As of the 2010 census, there were 93,200 people (the 2015 estimate is 100,450), 36,117 households and 22,910 families. The population was 48.7% male and 51.3% female. The population density was 1,639 people per square mile. The median age was 32.8 years.

Composition of Population – By Age	
17 years and younger	24.3%
18 – 24 years	13.9%
25 – 44 years	24.9%
45 – 64 years	23.1%
65 years and older	13.8%

Composition of Population – By Race	
White (including Hispanic and Latino)	80.4%
Other races	13.9%
African American	4.6%
Asian	1.1%

The median income for a household in the City was \$38,777, and the median income for a family was \$49,640. Males had a median income of \$33,257 versus \$26,750 for females. The per capita income for the City was \$20,970. About 13.9% of families and 17.4% of the population were below the poverty line, including 25.4% of those under age 18 and 10.5% of those age 65 or over.

Civilians Employed – By Year	
2011	53,000
2012	54,800
2013	54,400
2014	54,900
2015	53,200
2016	54,000

Transportation

San Angelo is served by the San Angelo Regional Airport which offers three to five daily flights to the Dallas-Fort Worth International Airport offered through American Eagle Airlines. The airport recently completed a \$2.4 million renovation.

Intrastate and interstate bus service is provided by the Kerrville Bus Lines and Sunset Stages from the downtown Union Bus Center, as Greyhound Bus providers. Both have regularly scheduled service to major cities in Texas and nationwide. Concho Coaches provides twice daily van service to the Midland-Odessa Airport.

The BNSF Railway serves the town; and the Texas Pacifico has a lease on a TxDOT rail line, formerly the Kansas City, Mexico and Orient Railroad, but it is in poor repair. San Angelo is the main rail yard for Texas Pacifico Transportation, Ltd. connecting the Mexico rail system to the main U.S. rail corridors in Fort Worth.

Intracity public transportation is provided by the Concho Valley Transit District with five fixed bus routes. Bus service runs from Monday through Saturday.

There are four taxicab companies that also offer service throughout the City and six rental car companies.

Utilities

Natural gas service is provided by Atmos Energy in San Angelo. Residential, commercial and industrial service is available.

Electrical line service is provided by American Electric Power (AEP)-Texas. San Angelo is currently served with 13 transmission lines – four with 69,000 volts, six with 138,000 volts and three with 345,000 volts. Under deregulation, San Angelo residents and businesses can select their own retail electric provider.

In 2015, Verizon reached a definitive agreement to sell its Texas wireline operations to Frontier Communications, which impacted approximately 400 employees in San Angelo. (Verizon still has a strong cellular presence in the City.) Other long distance providers in San Angelo include AT&T, Sprint, Quest, Cable & Wireless and CTTC. In addition to telephone services, San Angelo residential and business customers can also obtain digital subscriber line (DSL) service, high-speed modem service, local multipoint distribution service (LMDS), wireless DSL and digital satellite service.

Suddenlink Communications serves San Angelo and is among the ten largest cable broadband companies in the United States supporting the information, communication and entertainment demands of approximately 1.4 million residential customers and thousands of commercial customers.

Refuse collection is provided by Republic Services, Inc., a private contractor who utilizes the City-owned landfill. Base rates for residential customers are:

Service Charges	2016 Prices
Base Rate (1x week Trash & 1x week Recycling)	\$14.26
Bulk Collections (4x year)	\$0.53
Out of Cycle Bulk Trip	\$79.41
Out of Cycle Bulk Price Per Cubic Yard	\$26.47

San Angelo's water supply is owned and operated by the City. Several lakes are the sources of San Angelo's water along with a groundwater supply from the Hickory Aquifer. The City's Hickory Well Field currently has fifteen wells in service. The well field is capable of producing groundwater at the rate of 10.8 million gallons per day; however, the

current Groundwater Treatment Facility has a maximum treatment capacity of 8 million gallons per day. (The City is also evaluating a wastewater reuse project and the pilot testing for the project is in progress.) The 2016 average daily use is 12 million gallons per day with the highest recorded usage of 18 million gallons in a day. The current monthly base residential water rates inside city limits are as follows:

Water Meter Size	Inside City Total Base Rate
5/8"	\$21.37
1"	\$25.86
1 ½"	\$30.38
2"	\$40.07
3"	\$117.01
4"	\$146.09
6"	\$212.67
8"	\$288.28

Residential volumetric (consumption rates) are added onto the base rates:

Thousands of Gallons	Volumetric Rate
0-2	\$2.74
3-5	\$3.99
6-15	\$4.66
16-39	\$4.99
40 and over	\$9.13

The City of San Angelo has an activated sludge wastewater treatment facility. The current treatment averages 8.63 million gallons per day and the highest peak treatment was 15.8 million

gallons per day. Costs of monthly residential sanitary sewer treatment inside city limits are as follows:

Wastewater Meter Size	Inside City Total Rate
5/8"	\$22.24
1"	\$25.74
1 ½"	\$29.27
2"	\$36.81
3"	\$96.71
4"	\$119.36
6"	\$171.20
8"	\$230.09

There are, of course, additional qualifiers to both water and wastewater charges. Non-residential fees also differ from the presented rates in some circumstances. The full listing of water and wastewater fees can be found in the City ordinance.

Economy

San Angelo has consistently been named by many publications and rankings as one of the best small cities for business. CNN Money ranked San Angelo as one of the best cities to launch a small business in 2009. In 2010, Kiplinger's Personal Finance named San Angelo as one of the "Best Cities of the Next Decade". Forbes ranked San Angelo as the "Fourth Best City for Jobs" in the nation in 2013. In 2014, San Angelo was ranked as the twelfth fastest growing city in the country by WalletHub. San Angelo has been consistently ranked as one of the "Best Places for Business and Careers" by Forbes Magazine, maintaining its position in the top 100 through 2015.

The manufacturing industry has seen hits in San Angelo since the 1990s, however, many large

employers still remain, including Ethicon, a (division of Johnson & Johnson), Conner Steel, and Hirschfeld Steel.

The agricultural industry in San Angelo remains strong. Producer's Livestock Auction is the nation's largest for sheep and lambs and is among the top five in the nation for cattle auctions. Though most agricultural work is done outside the City, thousands of employees work in the meat processing industry and many more work in agriculture supporting roles inside the City. Two agricultural research centers are located in San Angelo – the Angelo State University Management Instruction and Research Center and the Texas A&M Texas AgriLife Research and Extension Center.

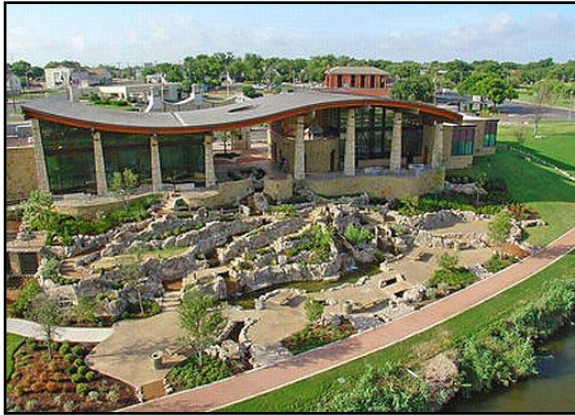
The food and beverage industry continues to grow with San Angelo's population. In addition to conventional national chain restaurants, San Angelo is home to many local businesses, to include food trucks and dinner cruises down Lake Nasworthy and Concho River.



Cactus Hotel building

Additionally, the oil industry continues to bring peripheral jobs to the area.

According to the United States Department of Labor, the civilian labor force for San Angelo is approximately 56,600. Of that amount, about 54,000 persons were employed as of June 2016. This means the local unemployment rate was 4.6%.



San Angelo Visitors Center

Unlike San Angelo, nearby Odessa's local economy is primarily driven by the area's oil industry. Odessa, located about 130 miles northwest of San Angelo, is taking steps to diversify regional industry to ensure the City's existence after oil is no longer abundant in the area.

Major Employers	Employees
Goodfellow Air Force Base	5,127
Shannon Health System	2,712
San Angelo Independent School District	1,973
Angelo State University	1,625
San Angelo State Supported Living Center	950

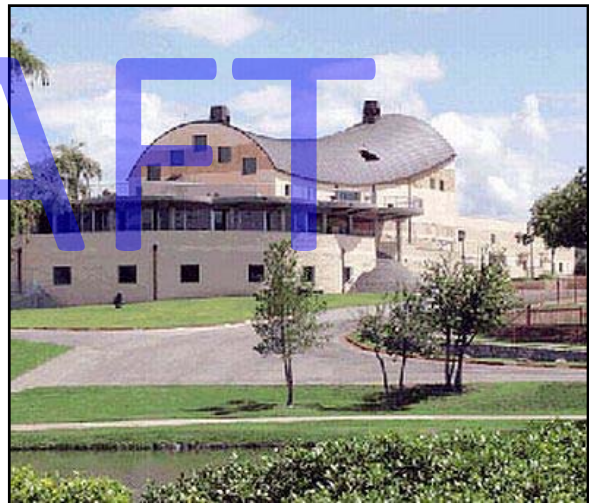
Another nearby city, Midland, is also highly dependent on the oil industry. Midland, a neighbor of Odessa, became the administrative center of the west Texas oil fields when oil was first discovered in the Permian Basin in 1923.

Abilene, a city located 90 miles northeast of San Angelo, is a commercial, retail, medical and transportation hub of a 19-county region. Retail is the top industry in Abilene followed by oil & gas and tourism.

Culture

The San Angelo Museum of Fine Arts opened in 1999 in downtown San Angelo on the banks of the Concho River and was built with local limestone and Texas mesquite. It brings in over 90,000 visitors a year, is accredited by the American Alliance of Museums, and is home to the National Ceramic Competition.

The Chicken Farm Art Center, located in northwest San Angelo, was founded in 1971. It houses an eclectic group of 15 artists' studios.



San Angelo Museum of Fine Arts

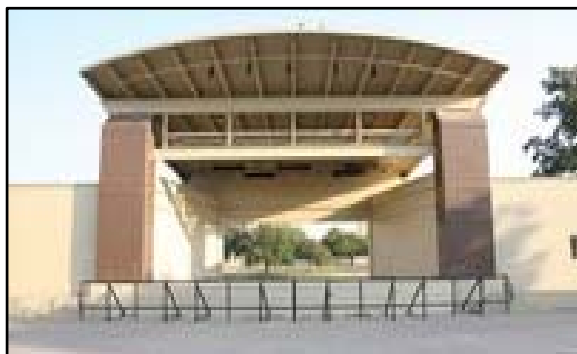
Downtown San Angelo is home to various art galleries. The San Angelo Art Walk, held every third Thursday, includes a viewing of the various downtown art galleries. These include The Kendall Art Gallery, Ruiz Studio, Black Swan Gallery, The Glass Prism, Bonnie Beesley Rug Gallery and the Wool 'n Cotton Shop as well as other public art venues. Free trolley service is available to the public during Art Walk.

San Angelo is home to many artists, including those associated with Historic Murals of San Angelo.

These artists put our town's history on selected walls in the City's Historic City Center. Currently, eleven murals are found throughout downtown representing early transportation (from stagecoach to trains and planes), early merchants (blacksmiths and period appropriate furniture selections), our sheep and mohair ranching industry, our original inhabitants (military members and Native American Indians), and one that honors San Angelo's most well-known author, Elmer Kelton.

The San Angelo Symphony was founded in 1949. It plays several events a year but the feature event is the July 3rd Pops Concert. Over 20,000 people regularly attend that performance at the Bill Aylor Sr. Memorial River Stage overlooking the Concho River.

The City of San Angelo host an annual Riverfest, for the past four years. Riverfest features a 5k run, canoe/kayak races, paddle boats, a golf tournament, Water Lily and sculpture garden tours, and children's activities, including a petting zoo and bounce houses, all set in the newly renovated downtown Concho River park system.



Bill Aylor Sr. Memorial River Stage

Angelo Civic Theater, the oldest civic theater in Texas, was founded in 1885 to raise funds for a town clock at the county courthouse. In 1969, a fire destroyed the school building that the theater was housed in so it produced its plays at various locations for 13 years until it purchased the 230 seat Parkway Theater in 1980. Each year, the theater presents multiple in-house plays as well as one traveling summer play to 15,000 people.

The San Angelo Civic Ballet was founded in 1983. The feature production is the annual Nutcracker production presented each winter.

Angelo State University, through "The Arts at ASU", puts on six plays a year which are open to the general public. The plays range from dinner theaters and Theater at the Round to conventional theater productions, using the only active Modular Theatre in the United States. It also features numerous concerts and recitals throughout the year and numerous displays in the Angelo State University Art Gallery. The public is encouraged to attend and actively supports all events.



Tom Green County Courthouse

Education

Higher Education

San Angelo is home to Angelo State University (ASU). The University, founded in 1928, has approximately 8,500 students from every county in Texas, 40 states and 24 countries. One of the nation's premier regional universities, it was featured in the Princeton Review Best 373. The only other universities listed in Texas were Texas A&M and the University of Texas. ASU offers almost 100 different undergraduate programs and 26 graduate programs including one doctoral program. The university is divided into six colleges—Health and Human Services, Arts and Humanities, Business, Education, Sciences and Engineering, and Graduate Studies. It is now a member of the Texas Tech University System. This association began in 2007.

San Angelo has a large branch of Howard College that is based out of Big Spring, Texas. The two-year school prepares students academically for transfer to a four-year university and concentrates in technical and occupational fields of study that lead to certificates and/or associate in applied science degrees.

San Angelo is home to a branch of Park University. It is located on the Goodfellow Air Force Base. The Goodfellow Campus Center has been providing higher education to the Concho Valley area since 1989. Park University's main campus is located in Parkville, Missouri and was established in 1875. Park University has 41 campus centers in 21 states including an extensive online degree program.

Park University is open to civilians and is one of the top providers of education courses for military members. Associate, Bachelor's, and Master's degrees are available and span numerous fields. The classes are accelerated at eight week terms, which start five times during the year. With Park's online, evening and lunch-time courses, one can earn a college degree in almost any situation.



Angelo State University Student Center

Public Primary and Secondary Education

Almost all of San Angelo is in the San Angelo Independent School District. Small parts of San Angelo are served by the Wall Independent School District, located southeast of San Angelo, and the Grape Creek Independent School District, located northwest of San Angelo. There are three main

high schools (Central, Central Freshman Campus and Lake View), three middle schools and 17 elementary schools within the San Angelo city limits.



Celebration Bridge

Private and Alternative Education

There are nine private schools in operation in the City, certified through the 12th grade, which include Angelo Catholic School, Cornerstone Christian School, Gateway Christian Academy, Trinity Lutheran School, Ambleside School of San Angelo, Potter's Hand Christian School and TLC Academy, which is now a charter school.

Parks and Recreation

The San Angelo City Park system was created in 1903. The City currently has over 40 parks with over 375 acres of developed land. Additionally, the department maintains numerous playgrounds, sports practice fields, picnic areas, and a 33-acre municipal golf course. Love Municipal Pool draws large crowds each summer with its tube slides, beach entry, lap swimming area, and multiple play elements. The pool was originally constructed in 1938 but underwent a complete restoration (internal historic facilities and external pool area) in 2012.

The crown jewels of the parks system are the parks that make up the ten miles of river frontage on the Concho River winding through downtown and beyond. The parks feature many plazas, public art displays, and numerous water features.

The City is home to the International Water Lily Collection. Civic League Park hosts over 300 varieties of water lilies making it one of the largest collections in the world.

The City also provides several municipal parks on Lake Nasworthy, one of three lakes surrounding the City.



Fountains on the Concho River

San Angelo is home to San Angelo State Park, a 7,677 acre park owned and maintained by the Texas Parks and Wildlife Department. It is located on the shores of the O.C. Fisher Reservoir. There are many activities available within the park including camping, picnicking and swimming as well as hiking, mountain biking and horseback riding on over 50 miles of developed trails. The park is home to the Official State of Texas Longhorn herd.

The San Angelo Nature Center is a collection of animals, along with related exhibits and information that are native to the Southwest. Among the animals are bobcats, skunks, porcupines, hissing cockroaches, tarantulas, scorpions, turtles, lizards and snakes.

Lake Nasworthy is also home to the annual drag boat races. The Showdown in San Angelo is the newest stop on the Lucas Oil Drag Boat Series. Boats line up for a sub-four second quarter mile race at speeds up to 250 miles per hour. In addition to boat races, guests can see boats up close, talk to drivers, and watch as crew members make last minute performance tuning tweaks.

Historic Fort Concho, a National Historic Landmark, is maintained by the City of San Angelo. It was founded in 1867 by the United States Army to protect settlers and maintain vital trade routes. It frequently experienced skirmishes with the then hostile Comanche tribe. Today, the restored site is home to several museums and is open to visitors Tuesday through Sunday. The largest event is Christmas at Old Fort Concho held the first weekend in December. This three day event includes shopping, living history, children's events and shows.

Sports

The annual San Angelo Stock Show & Rodeo began in 1929, making it one of the longest running rodeos in the world. Held each February, it is nationally renowned within the rodeo circuit, brings in top contestants, and ranks as one of the top ten rodeos in the nation for monetary prizes awarded to contestants. It includes a parade, carnival, concerts, and many other events in addition to the main stock show and rodeo.



San Angelo Stock Show & Rodeo

Angelo State University (ASU), a member of the NCAA Division II Lone Star Conference, games are open to the public. The ASU Rams compete in baseball, basketball, cross country, football, golf, soccer, softball, track & field, and volleyball. The school features some of the largest and newest facilities in its conference. ASU has won impressive National Championships in football, basketball, softball and track & field.

City of San Angelo Elected Council Members*



Dwain Morrison
Mayor



Marty Self
District 2



Harry Thomas
District 3



Lucy Gonzales
District 4

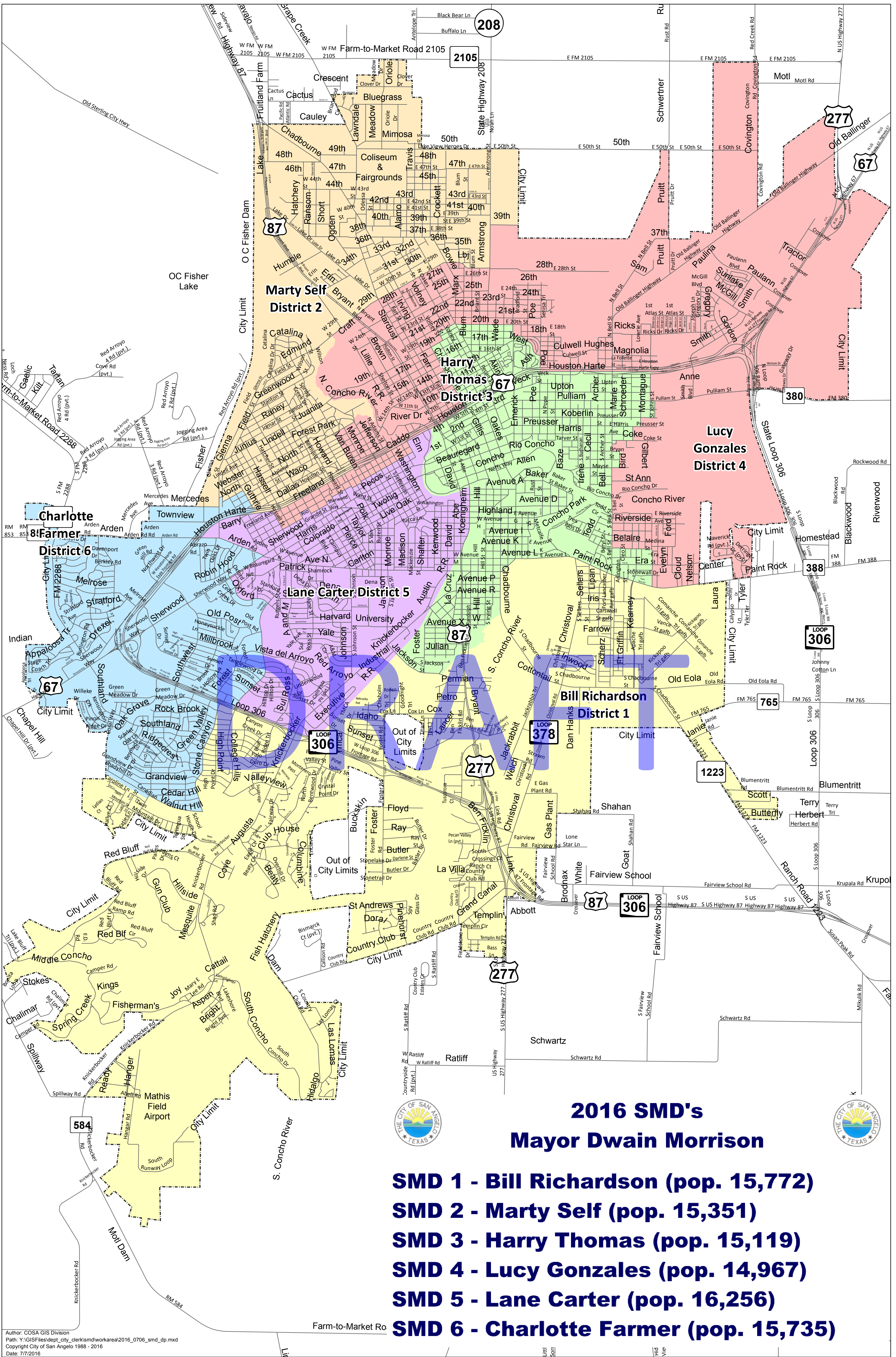


Lane Carter
District 5

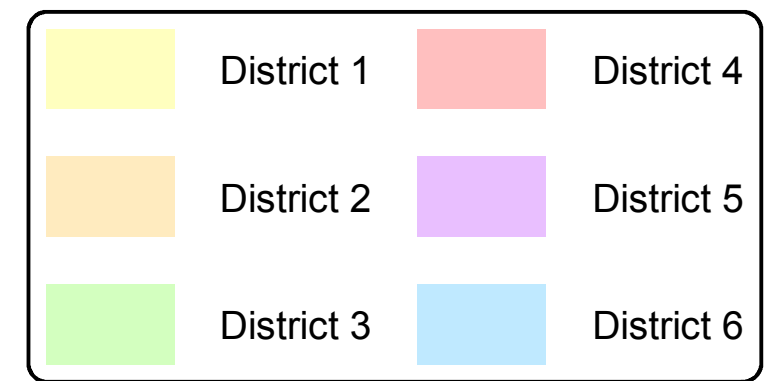


Charlotte Farmer
District 6

*Single Member District 1 is currently vacant and will be filled in a special May 2017 election.

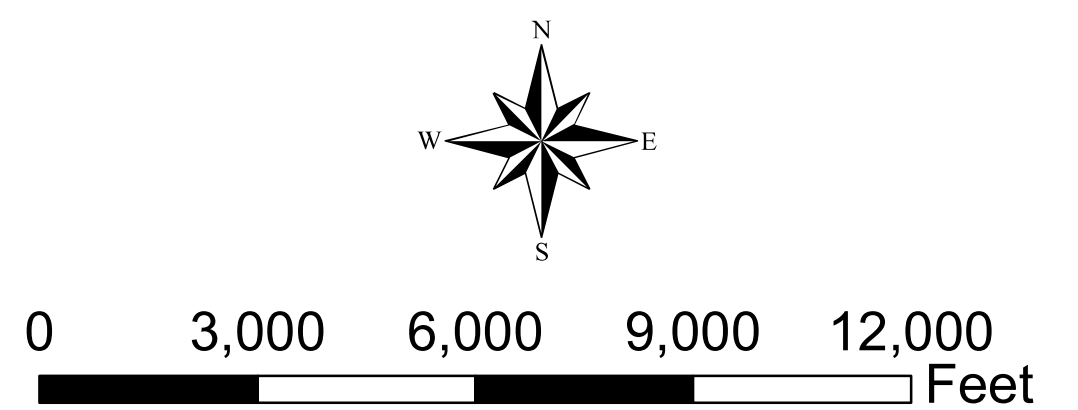


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Date: 7/7/2016



Single Member Districts San Angelo, Texas

- SMD 1 - Bill Richardson (pop. 15,772)**
- SMD 2 - Marty Self (pop. 15,351)**
- SMD 3 - Harry Thomas (pop. 15,119)**
- SMD 4 - Lucy Gonzales (pop. 14,967)**
- SMD 5 - Lane Carter (pop. 16,256)**
- SMD 6 - Charlotte Farmer (pop. 15,735)**



City of San Angelo

Principal Officials and Staff



Daniel Valenzuela
City Manager



Michael Dane
Assistant City Manager



Rick Weise
Assistant City Manager



Allen Gilbert
Presiding Judge



Frank Carter
Police Chief



Brian Dunn
Fire Chief



Sandra Villarreal
Director of Health Services



Carl White
Director of Parks & Recreation



Bryan Kendrick
City Clerk



Theresa James
City Attorney



Shane Kelton
Director Of Operations



Ricky Dickson
Executive Director of Public Works



Lisa Marley
Director of Human Resources &
Risk Management



Luis Elguezabal
Airport Director



Jon James
Director of Planning &
Development Services



Tina Dierschke
Director of Finance/CFO



Bill Riley
Director of Water Utilities



Robert Salas
Director of Neighborhood &
Family Services



Anthony Wilson
Public Information Officer



Morgan Chegwiddden
Budget Manager

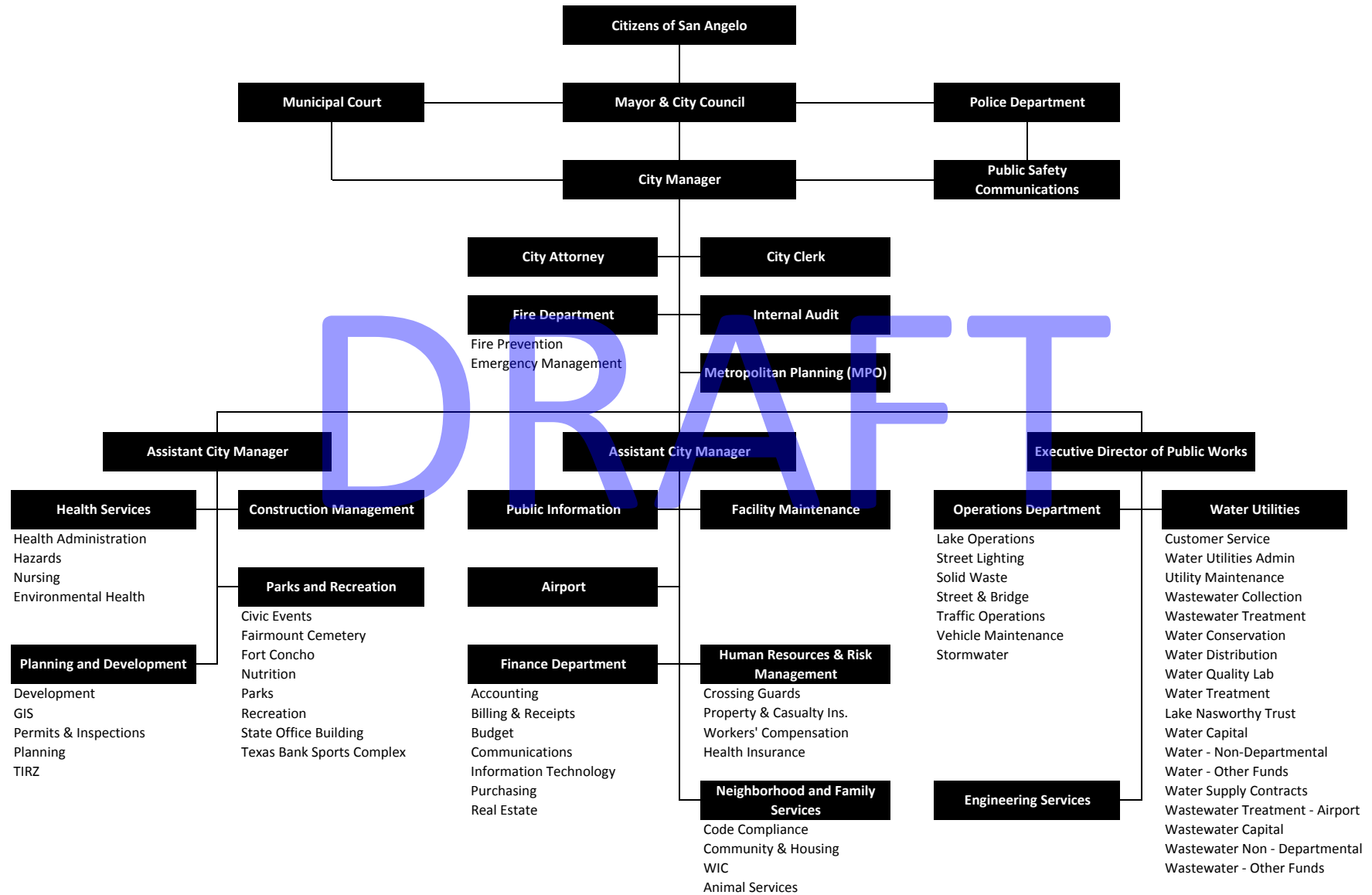


Walt Wilkinson
Senior Budget Analyst



Kimberly Rennpies
Senior Budget Analyst

City of San Angelo Organizational Chart



City of San Angelo

2017-2022 Capital Improvement Plan

January							February						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2 HOLIDAY	3	4	5	6	7				1	2	3	4
8	9 Instructions sent to departments	10	11	12	13	14	5	6	7	8	9 Draft published and survey launch	10	11
15	16 HOLIDAY	17	18	19	20	21	12	13 Public comment period Reviewed and prioritized projects with city manager	14	15	16	17	18
22	23 Projects due from departments	24	25	26	27	28	19	20 Public comment period	21	22	23 Televised public forum	24	25
29	30	31					26	27	28				
DRAFT													
March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							
5	6	7	8	9	10 City Council update memo	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14 HOLIDAY	15
19	20	21 Adoption by resolution	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
30													

City of San Angelo

Summary of Level 1 & 2 Projects

Responsible Department/Division	Project Title	Dedicated/ Committed Funding	Proposed Funding Source	Total Project Costs
Engineering	Construction of 11th Street	N	Undetermined	2,140,000
Engineering	Drainage - Foster Road	N	Undetermined	1,605,000
Engineering	Drainage - Remediation of Issue: West Ave. P at Bryant Blvd	Y	General Fund/Storm Water CIP	2,440,000
Engineering	Drainage - River Valley Lane	N	Undetermined	470,000
Engineering	Mill and Overlay of Glenna Drive from Woodlawn to Howard Street	Y	Future Bond Funding	3,863,442
Engineering	Mill and Overlay of Johnson Street from Sherwood Way to W. Ave N	Y	Future Bond Funding	1,298,716
Engineering	Mill and Overlay of N. Chadbourne from Hwy 67 to E. Concho	Y	2017/18 Bond, 2017 Water and Sewer Capital	2,997,959
Engineering	Mill and Overlay of N. Chadbourne from Loop 306 to 43rd Street	Y	2017/18 Bond, 2017 Water and Sewer Capital	8,640,142
Engineering	Mill and Overlay of S. Chadbourne from W. Ave B to E. Ave L	Y	2017/18 Bond, 2017 Water and Sewer Capital	2,301,229
Engineering	Mill and Overlay of S. College Hills from Loop 306 to Valleyview Blvd	Y	2017/18 Bond, 2017 Water and Sewer Capital	3,117,628
Engineering	Mill and Overlay of Southwest Blvd from Rockbrook to Twin Mountain Dr	Y	2018 & Future Bond Funding	17,851,727
Engineering	Mill and Overlay of Sunset Drive from College Hills to Knickerbocker Rd.	Y	Future Bond Funding	2,601,718
Engineering	Mill and Overlay of Sunset Drive from Knickerbocker to Foster Rd.	Y	Future Bond Funding	3,339,648
Engineering	Reconstruction of 29th St. from Howard St. to N. Bryant Blvd	Y	Future Bond Funding	7,044,376
Engineering	Reconstruction of Bell St from Concho River to Old Ballinger Hwy	Y	2017/18 Bond, 2017 Water and Sewer Capital	14,115,752
Engineering	Reconstruction of College Hills from Loop 306 to Avenue N	Y	Future Bond Funding, 2017 Water and Sewer Capital	13,594,664
Engineering	Reconstruction of Glenna Dr. from Houston Harte to Woodlawn	Y	Future Bond Funding	2,750,250
Engineering	Reconstruction of MLK Blvd. and Transportation Enhancement Project	Y	2016 Bond, Water and Sewer Capital	6,816,995
Engineering	Reconstruction of S. Jackson Street	N	Undetermined	600,000
Engineering	Reconstruction of Southland Blvd from Sherwood Way to Wal-Mart Intersection	Y	2017/18 Bond, 2017 Water and Sewer Capital	523,782
Engineering	Stormwater - Quality Improvement Projects	Y	Stormwater Utility Fee	2,100,000
Engineering	Stormwater - Sunset Lake Improvements	Y	Stormwater Utility Fee	700,000
Engineering	Sulphur Draw Sewer Rehabilitation and Lift Station	Y	Wastewater CIP Fund	3,531,250

City of San Angelo

Summary of Level 1 & 2 Projects

Responsible Department/Division	Project Title	Dedicated/ Committed Funding	Proposed Funding Source	Total Project Costs
Engineering	Tom Green County Jail Sewer Main Extension	Y	Tom Green County Contribution & Sewer Capital	848,862
Engineering	Water Main Replacements	Y	Water CIP Fund	125,931,509
MPO	Bicycle Improvement Project (BIP)	N	Program funds, Private, Undetermined	940,000
Operations - Fleet Svcs	City Fuel Site Improvement	Y	Internal Service Fees	1,000,000
Operations - PW	Public Works Facility	N	Undetermined	4,500,000
Operations - Traffic	Traffic Signal Battery Backup System	N	Undetermined	1,698,650
Operations - Traffic	Traffic Signal Replacement	N	Undetermined	15,351,060
Operations - Traffic	Twin Mountain and Knickerbocker Signal	N	Undetermined	310,000
Water Utilities	Asset Management System	Y	Water CIP Fund	250,000
Water Utilities	Earthen Spillway Rehabilitation	Y	Water CIP Fund	2,300,000
Water Utilities	Ford Ranch	Y	Water CIP Fund	45,000,000
Water Utilities	Gate Operators Lake Nasworthy	Y	Water CIP Fund	4,000,000
Water Utilities	Lake Operations Maintenance Facility	Y	Water CIP Fund	600,000
Water Utilities	Lift Station Improvements	Y	Wastewater CIP Fund	2,520,000
Water Utilities	New Clearwell with New Piping	Y	Water CIP Fund	5,000,000
Water Utilities	Stop Log System at Lake Nasworthy Dam	Y	Water CIP Fund	1,200,000
Water Utilities	Water Chemical Building and Appurtenances	Y	Water CIP Fund	5,000,000
Water Utilities	Water Production Control Center and Lab	Y	Water CIP Fund	2,500,000
Water Utilities	Water Reclamation Plant Improvements	Y	Wastewater CIP Fund	2,200,000
Water Utilities	Water Treatment Plant Improvements	Y	Water CIP Fund	6,060,000
Water Utilities	Water Utility Building	Y	Water CIP Fund	2,000,000
Level 1 Infrastructure Projects Total				333,654,359

City of San Angelo

Summary of Level 1 & 2 Projects

Responsible Department/Division	Project Title	Dedicated/ Committed Funding	Proposed Funding Source	Total Project Costs
Airport	Airport Pavement Prioritization Plan	Y	FAA Grant,PFC Fund	4,840,965
Airport	Taxiway Rehabilitation/Reconfiguration	Y	FAA Grant,PFC Fund	4,130,000
Animal Services	Animal Shelter Improvements	N	Environmental Grant/Undetermined	285,000
Civic Events	McNease Convention Center Renovation	N	Undetermined	15,000,000
Communications & IT	Fire Station Alerting System	Y	General Fund Capital	200,000
Communications & IT	Radio P25 Migration/Coverage Expansion	Y	2015 C.O. Proceeds	6,000,000
Communications & IT	Record Management System Upgrade/Computer Aided Dispatch	Y	Future C.O. Proceeds	2,500,000
Facilities Maint.	Citywide Heating, Ventilation, and Air Conditioning (HVAC)	N	Undetermined	944,000
Facilities Maint.	Citywide Roof Replacements	N	Type B Sales Tax, General Fund, Future C.O. Proceeds, Undetermined	275,000
Facilities Maint.	Demolition of City Owned Properties	Y	General Fund/Undetermined	475,000
Facilities Maint.	Security Equipment Replacement	N	Undetermined	250,000
Fire	Fire Station #4 Reconstruction	Y	2015 C.O., Undetermined	3,728,900
Fire	Fire Training Facility	Y	Federal Grant, 2015 C.O., General Fund	4,400,000
Fire	Mobile Data Terminals	Y	General Fund Capital	182,600
Fort Concho	Chase State Office Building Improvements	Y	State Office Building Fund	245,000
Fort Concho	Fort Concho Barracks and Mess Halls 3 & 4 Reconstruction	Y	Anonymous Private Donation	2,000,000
Fort Concho	Fort Concho Officers' Quarters 1 Improvements	N	Ft. Concho Foundation, Donations, Other Foundations, Undetermined	195,000
Fort Concho	Fort Concho Officers' Quarters 2 Renovation	Y	Ft. Concho Foundation, Donations, Other Foundations	130,000
Fort Concho	Fort Concho Officers' Quarters 8 Reconstruction	N	Ft. Concho Foundation, Donations, Other Foundations, Undetermined	265,000
Fort Concho	Fort Concho Roof Replacement	Y	State Office Building Fund	500,000
Fort Concho	Fort Concho Visitors' Center Restoration Improvements	Y	Type B Sales Tax, Donations	1,500,000
Parks	Auditorium Renovation	Y	Type B Sales Tax, SAPAC, Grant, General Fund, COSADC	16,019,501
Parks	Brentwood Neighborhood Park Renovation	Y	Type B Sales Tax	275,000
Parks	Brown Neighborhood Park Renovation	Y	Type B Sales Tax	50,000
Parks	Civic League Park--Botanical Garden	N	Undetermined	1,950,000
Parks	Dog Park	Y	Fundraising, Type B Sales Tax	78,000
Parks	Middle Concho Park Main Boat Ramp Improvements	N	TPWD Grant, Undetermined	471,000

City of San Angelo

Summary of Level 1 & 2 Projects

Responsible Department/Division	Project Title	Dedicated/ Committed Funding	Proposed Funding Source	Total Project Costs
Parks	Restroom Facilities, Neighborhood Parks	N	Undetermined	600,000
Parks	Rio Concho Community Park & Texas Bank Sports Complex	Y	Type B Sales Tax	708,744
Parks	Santa Rita Neighborhood Park Renovation	Y	Type B Sales Tax, HOA Fundraising	175,000
Parks	South Concho Park Main Boat Ramp Improvements	N	TPWD Grant, Undetermined	438,600
Parks	South Concho Park Trail	N	TPWD Grant, Undetermined	200,000
Parks	Splash Pad	N	Type B Sales Tax, Undetermined	500,000
Parks	Sunken Garden Park and Sculpture Garden	N	Grants, Private Fundraising	550,000
Parks	Unidad (College Hills) Park Improvements	Y	Type B Sales Tax, Grants	350,000
Police	Emergency Generator	N	Undetermined	97,000
Police	Mobile Command Center Storage Facility	N	Undetermined	100,000
Police	Police Department Administration Building	N	General Fund, Future Bond, Undetermined	25,910,067
Public Information	Public Information Studio	Y	PEG Fees	500,000
Real Estate	Santa Fe Train Depot Improvements	N	Undetermined	163,860
Real Estate	Spur Parking Garage Renovation and Repair	N	Undetermined	2,409,000
Recreation	29th Street Complex Renovation	Y	Type B Sales Tax	1,750,000
Recreation	Recreation Centers Improvements	N	Undetermined	85,000
Water Utilities	Fire Hydrant Replacement	Y	Water CIP Fund	380,000
Water Utilities	Vacuum Truck	Y	Wastewater CIP Fund	1,633,000
Level 2 Other Projects Total				103,440,237
2017-2022 Capital Improvement Plan Level 1 & 2 Projects Total				437,094,596



Infrastructure Projects

Level 1



City of San Angelo
2017-2022

DRAFT



City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Construction of 11th Street

Responsible Dept/Division:		Engineering		Project Manager:		Russell Pehl	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	140,000	2,000,000	-	-	-	\$ 2,140,000
Description:							
Formalization of 11th Street from S. Bryant Blvd to West 14th Street. Currently, this roadway consists of base material with no asphalt cover. The project will include reconstruction of the base material, widening in certain sections, right-of-way acquisition, and pavement.							
Supporting planning document(s):							
2015 street condition study							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		140,000	-		
		Construction		2,000,000	-		
		Other		-	-		
Total		\$ 2,140,000		\$ -			
Project Schedule:		% Complete					
Design: 2018		0%					
Implementation: 2019		0%					
Funding Sources:		Amount					
Undetermined		\$ 2,140,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Roadway maintenance		\$ -	-	-	-	2,500	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Roadway maintenance		\$ 5,000	5,000	5,000	5,000	5,000	
Performance Measures:							
Improve ride quality							
Notes:							
Current maintenance procedures include maintainer work, placement of additional base material, and some herbicide. Post-construction maintenance will involve crack sealing in the third and subsequent years after construction.							
Present Value of Future Cash Flows							
Completing Project \$ -2,005,892							
Not Completing Project \$ -22,600							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	11th Street	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Drainage - Foster Road

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	-	1,605,000	-	-	-	-	-	\$ 1,605,000
Description:								
This project encompasses the drainage improvement at the low water crossing of Foster Road at the entrance of Butler Farms. Currently, a continuous flow of water crosses the roadway as the water travels to the river, compromising the base of the roadway. In large rain events, the road can flood to an impassable degree. As the only entrance and egress to the Butler Farms subdivision, this poses a hindrance to public safety's response in the event of an emergency.								
Supporting planning document(s):								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		105,000	-			
		Construction		1,500,000	-			
		Other		-	-			
Total		\$ 1,605,000		\$ -				
Project Schedule:					% Complete			
Design: 2017					0%			
Implementation: 2018					0%			
Funding Sources:					Amount			
Undetermined					\$ 1,605,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
Road maintenance		\$ -	-	1,000	500	1,000		
Storm water maintenance		500	1,500	1,500	1,500	1,500		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
Road maintenance		\$ 1,500	1,500	1,500	1,500	1,500		
Performance Measures:								
Road maintenance costs; Storm water drain maintenance								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -1,559,320								
Not Completing Project \$ -6,780								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	Foster Road	San Angelo	Texas					
2)								
3)								

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Drainage - Remediation of Issue: West Ave. P at Bryant Blvd

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$	72,000	-	2,368,000	-	-	-	-	\$ 2,440,000
Description:								
During storm events, an excessive amount of street flow occurs across Bryant Blvd flowing down Ave. P. The existing culverts under Bryant Blvd discharge directly onto Ave. P, and after crossing Bryant Blvd, continues to the east along Ave P, cuts through an alley between Ave P and Q, then south in a channel between Irving St. and Chadbourne St. until it reaches the red arroyo. Remediation of this problem consists of drainage improvements including street re-grading, culvert modification, and subsurface drainage system installation.								
Supporting planning document(s):								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		50,000	72,000			
		Design		-	-			
		Construction		2,390,000	-			
		Other		-	-			
Total		\$ 2,440,000	\$ 72,000					
Project Schedule:		% Complete						
Design: 2017 (Dependent on Council Direction)		50%						
Implementation:		0%						
Funding Sources:		Amount						
Storm Water		\$ 360,000						
General Capital Fund		\$ 2,080,000						
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Reduce flood hazards to protect property and the health, safety and welfare of the public.								
Notes:								
This project set for construction during FY13. The contract was awarded, but due to problems obtaining a needed easement; a notice to proceed was never issued. We intended to have this project let by FY16 but due to unforeseen issues the City has not been able to do so. The City is looking at other alternates and time lines are undetermined. City Council has already approved funding up to the amount of the previous contract of \$2,438,713.04.								
Present Value of Future Cash Flows								
Completing Project \$ -2,212,263								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	W. Ave. P at Bryant	San Angelo	Texas					
2)								
3)								

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Drainage - River Valley Lane

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl																																		
Financial Plan:																																				
Prior Years	Budget 16/17	Projected			Total																															
		17/18	18/19	19/20	20/21	21/22	Future																													
\$ -	-	470,000	-	-	-	-	-	\$ 470,000																												
Description:																																				
This project includes drainage remediation on River Valley Lane in Butler Farms and includes street work and driveway replacement. A portion of the project will include a cul-de-sac or equivalent for fire apparatus access.																																				
Supporting planning document(s):																																				
 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Project Cost:</td> <td>Estimated</td> <td>Project-to-Date</td> </tr> <tr> <td>ROW/Easements/Land</td> <td>-</td> <td>-</td> </tr> <tr> <td>Design</td> <td>70,000</td> <td>-</td> </tr> <tr> <td>Construction</td> <td>400,000</td> <td>-</td> </tr> <tr> <td>Other</td> <td>-</td> <td>-</td> </tr> <tr> <td>Total</td> <td>\$ 470,000</td> <td>\$ -</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Project Schedule:</td> <td>% Complete</td> </tr> <tr> <td>Design:</td> <td>0%</td> </tr> <tr> <td>Implementation:</td> <td>0%</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Funding Sources:</td> <td>Amount</td> </tr> <tr> <td>Undetermined</td> <td>\$ 470,000</td> </tr> </table>									Project Cost:	Estimated	Project-to-Date	ROW/Easements/Land	-	-	Design	70,000	-	Construction	400,000	-	Other	-	-	Total	\$ 470,000	\$ -	Project Schedule:	% Complete	Design:	0%	Implementation:	0%	Funding Sources:	Amount	Undetermined	\$ 470,000
Project Cost:	Estimated	Project-to-Date																																		
ROW/Easements/Land	-	-																																		
Design	70,000	-																																		
Construction	400,000	-																																		
Other	-	-																																		
Total	\$ 470,000	\$ -																																		
Project Schedule:	% Complete																																			
Design:	0%																																			
Implementation:	0%																																			
Funding Sources:	Amount																																			
Undetermined	\$ 470,000																																			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22																														
Roadway maintenance		\$ 1,200	-	1,200	-	1,200																														
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22																														
Roadway maintenance		\$ -	-	1,200	-	1,200																														
Performance Measures:																																				
Improved stormwater drainage																																				
Notes:																																				
Maintenance will include crack sealing of roadway which will be performed regardless of project completion																																				
Present Value of Future Cash Flows																																				
Completing Project \$ -457,537																																				
Not Completing Project \$ -2,096																																				
Location of Project (provide at least one of the following locators for each project location):																																				
Address:	Street Address	City	State																																	
1)	River Valley Lane	San Angelo	Texas																																	
2)																																				
3)																																				

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Mill and Overlay of Glenna Drive from Woodlawn to Howard Street

Responsible Dept/Division:		Engineering		Project Manager:		Russell Pehl	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	3,863,442	-	-	-	-	\$ 3,863,442
Description:							
This is a mill and overlay project to maintain the structural integrity of the street foundation and to rehabilitation or replace the existing water and sewer infrastructure within the Glenna Drive right of way.							
Supporting planning document(s):							
2015 street condition study							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		190,000	-		
		Construction		3,673,442	-		
		Other		-	-		
Total		\$ 3,863,442		\$ -			
Project Schedule:		Design: 2017 Implementation: 2018		% Complete			
				0%			
				0%			
Funding Sources:		Future Bond Funding		Amount			
				\$ 3,863,442			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Improve ride quality and longevity of COSA's streets and rehabilitate existing water and sewer infrastructure							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -3,734,237							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	Glenna Drive from Woodlawn to Howard St.	San Angelo	Texas				
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Mill and Overlay of Johnson Street from Sherwood Way to W. Ave. N.

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	-	1,298,716	-	-	-	-	-	\$ 1,298,716
Description:								
This is a mill and overlay project to maintain the structural integrity of the street foundation and the rehabilitation or replacement the existing water and sewer infrastructure within the Johnson Street right of way.								
Supporting planning document(s):								
2015 street condition study								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		65,000	-			
		Construction		1,233,716	-			
		Other		-	-			
Total		\$ 1,298,716	\$ -					
Project Schedule:					% Complete			
Design: 2017					0%			
Implementation: 2018					0%			
Funding Sources:					Amount			
Future Bond Funding					\$ 1,298,716			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Improve ride quality and longevity of COSA's streets and rehabilitate existing water and sewer infrastructure								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -1,255,283								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	Johnson St from Sherwood Way to W. Ave N	San Angelo	Texas					
2)								
3)								

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Mill and Overlay of N. Chadbourne from Hwy. 67 to E. Concho

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	2,997,959	-	-	-	-	-	-	\$ 2,997,959
Description:								
This is a mill and overlay project to maintain the structural integrity of the street foundation and to rehabilitate or replace the existing water and sewer infrastructure within the North Chadbourne Street right of way.								
Supporting planning document(s):								
2015 street condition study								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		95,090	68,348			
		Construction		2,902,869	-			
		Other		-	-			
Total		\$ 2,997,959	\$ 68,348					
Project Schedule:					% Complete			
Design: 2016					72%			
Implementation: 2018					0%			
Funding Sources:					Amount			
2017/2018 Bond Funding					\$ 1,210,917			
2017 Water Capital					\$ 794,241			
2017 Sewer Capital					\$ 992,801			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Improve ride quality and longevity of COSA's streets and rehabilitate existing water and sewer infrastructure								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -2,997,959								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	N. Chadbourne from Hwy 67 to E. Concho	San Angelo	Texas					
2)								
3)								

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Mill and Overlay of N. Chadbourne from Loop 306 to 43rd Street

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	-	8,640,142	-	-	-	-	-	\$ 8,640,142
Description:								
This is a mill and overlay project to maintain the structural integrity of the street foundation and to rehabilitation or replace the existing water and sewer infrastructure within the North Chadbourne Street right of way.								
Supporting planning document(s):								
2015 street condition study								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		270,875	61,072			
		Construction		8,369,267	-			
		Other		-	-			
Total		\$ 8,640,142		\$ 61,072				
Project Schedule:					% Complete			
Design: 2016					23%			
Implementation: 2019					0%			
Funding Sources:					Amount			
2017/2018 Bond Funding					\$ 3,489,872			
2017 Water Capital					\$ 2,289,009			
2017 Sewer Capital					\$ 2,861,261			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Improve ride quality and longevity of COSA's streets and rehabilitate existing water and sewer infrastructure								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -8,351,191								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	N. Chadbourne from Loop 306 to 43rd St.	San Angelo	Texas					
2)								
3)								

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Mill and Overlay of S. Chadbourne from W. Ave B to E. Ave L

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	2,301,229	-	-	-	-	-	-	\$ 2,301,229
Description:								
This is a mill and overlay project to maintain the structural integrity of the street foundation and to rehabilitation or replace the existing water and sewer infrastructure within the South Chadbourne Street right of way.								
Supporting planning document(s):								
2015 street condition study								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		82,765	57,469			
		Construction		2,218,464	-			
		Other		-	-			
Total		\$ 2,301,229	\$ 57,469					
Project Schedule:					% Complete			
Design: 2016					69%			
Implementation: 2017					0%			
Funding Sources:					Amount			
2017/2018 Bond Funding					\$ 929,498			
2017 Water Capital					\$ 609,658			
2017 Sewer Capital					\$ 762,073			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Improve ride quality and longevity of COSA's streets and rehabilitate existing water and sewer infrastructure								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -2,301,229								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	S. Chadbourne from W. Ave B to E. Ave L	San Angelo	Texas					
2)								
3)								

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Mill and Overlay of S. College Hills Blvd. from Loop 306 to Valleyview Blvd.

Responsible Dept/Division:		Engineering		Project Manager:		Russell Pehl	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	3,117,628	-	-	-	-	-	\$ 3,117,628
Description:							
This is a mill and overlay project to maintain the structural integrity of the street foundation and to rehabilitation or replace the existing water and sewer infrastructure within the South College Hills right of way.							
Supporting planning document(s):							
2015 street condition study							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		101,515	58,015		
		Construction		3,016,113	-		
		Other		-	-		
Total		\$ 3,117,628	\$ 58,015				
Project Schedule:				% Complete			
Design: 2017				57%			
Implementation: 2017				0%			
Funding Sources:				Amount			
2017/2018 Bond Funding				\$ 1,259,253			
2017 Water Capital				\$ 825,945			
2017 Sewer Capital				\$ 1,032,430			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Improve ride quality and longevity of COSA's streets and rehabilitate existing water and sewer infrastructure							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -3,117,628							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	College Hills from Loop 306 to Valleyview	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Mill and Overlay of Southwest Blvd from Rockbrook to Twin Mountain Dr.

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	-	4,880,452	-	-	-	-	12,971,275	\$ 17,851,727
Description:								
This is a mill and overlay project to maintain the structural integrity of the street foundation and rehabilitation or replacement of the existing water and sewer infrastructure within the Southwest Blvd. right of way.								
Supporting planning document(s):								
2015 street condition survey								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		346,490	262,206			
		Construction		17,505,237	-			
		Other		-	-			
Total		\$ 17,851,727	\$ 262,206					
Project Schedule:					% Complete			
Design: 2017					76%			
Implementation: 2017					0%			
Funding Sources:					Amount			
Future Bond Funding					\$ 12,971,275			
2018 Bond Funding					\$ 4,880,452			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Improve ride quality, provide ADA compliant handicap access, provide pedestrian amenities and reduce future maintenance costs.								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -4,717,236								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	Southwest Blvd	San Angelo	Texas					
2)								
3)								

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Mill and Overlay of Sunset Drive from College Hills to Knickerbocker Rd.

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	-	-	2,601,718	-	-	-	-	\$ 2,601,718
Description:								
This is a mill and overlay project to maintain the structural integrity of the street foundation and to rehabilitation or replace the existing water and sewer infrastructure within the Sunset Drive right of way.								
Supporting planning document(s):								
2015 street condition study								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		124,000	-			
		Construction		2,477,718	-			
		Other		-	-			
Total		\$ 2,601,718		\$ -				
Project Schedule:					% Complete			
Design: 2017					0%			
Implementation: 2018					0%			
Funding Sources:					Amount			
Future Bond Funding					\$ 2,601,718			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Improve ride quality and longevity of COSA's streets and rehabilitate existing water and sewer infrastructure								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -2,430,610								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	Sunset Drive from College Hills to Knickerbocker	San Angelo	Texas					
2)								
3)								

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Mill and Overlay of Sunset Drive from Knickerbocker Rd. to Foster Rd.

Responsible Dept/Division:		Engineering		Project Manager:		Russell Pehl	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	-	3,339,648	-	-	-	\$ 3,339,648
Description:							
This is a mill and overlay project to maintain the structural integrity of the street foundation and to repair or replace the existing water and sewer infrastructure within the Sunset Drive right of way.							
Supporting planning document(s):							
2015 street condition study							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		167,000	-		
		Construction		3,172,648	-		
		Other		-	-		
Total		\$ 3,339,648		\$ -			
Project Schedule:		% Complete					
Design: 2017		0%					
Implementation: 2018		0%					
Funding Sources:		Amount					
Future Bond Funding		\$ 3,339,648					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Improve ride quality and longevity of the city's streets and rehabilitate existing water and sewer infrastructure							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -3,120,008							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	Sunset Drive from Knickerbocker to Foster Road	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Reconstruction of 29th St. from Howard St. to N. Bryant Blvd.

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	-	-	-	-	-	7,044,376	-	\$ 7,044,376
Description:								
Full depth reconstruction of 29th St. from Howard St. to Bryant Blvd., installation of sidewalks and ADA compliant curb ramps. This project includes the replacement and rehabilitation of the water and sewer mains underneath 29th Street.								
Supporting planning document(s):								
2015 street condition study								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		355,000	-			
		Construction		6,689,376	-			
		Other		-	-			
Total		\$ 7,044,376		\$ -				
Project Schedule:					% Complete			
Design: 2022					0%			
Implementation: 2023					0%			
Funding Sources:					Amount			
Future Bond Funding					\$ 7,044,376			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Improve ride quality, provide ADA compliant handicap access, provide pedestrian amenities and reduce future maintenance costs.								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -5,942,096								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	<i>Street Address</i>	<i>City</i>	<i>State</i>					
1)	29th Street	San Angelo	Texas					
2)								
3)								

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Reconstruction of Bell St from Concho River to Old Ballinger Hwy

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	6,000,000	3,705,656	4,410,096	-	-	-	-	\$ 14,115,752
Description:								
Full depth reconstruction of Bell Street from Concho River to Old Ballinger, installation of sidewalks and ADA compliant curb ramps. This project includes the replacement and/or the rehabilitation of the water and sewer mains underneath Bell Street.								
Supporting planning document(s):								
2015 street condition survey								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		200,000	-			
		Design		612,000	11,250			
		Construction		13,303,752	-			
		Other		-	-			
Total				\$ 14,115,752	\$ 11,250			
		Project Schedule:		% Complete				
		Design: 2016		35%				
		Implementation: 2016		0%				
		Funding Sources:		Amount				
		2017/2018 Bond Funding		\$ 9,814,209				
		2017 Water Capital		\$ 2,050,240				
		2017 Sewer Capital		\$ 2,251,303				
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Improve ride quality and longevity of the city's streets and rehabilitate existing water and sewer infrastructure.								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -13,701,784								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	Bell Street	San Angelo	Texas					
2)								
3)								

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Reconstruction of College Hills from Loop 306 to Avenue N

Responsible Dept/Division:		Engineering Services			Project Manager:		Russell Pehl	
Financial Plan:								
Prior Years	Budget 16/17	Projected						Total
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	-	-	-	-	1,359,466	12,235,198	-	\$ 13,594,664
Description:								
Full depth reconstruction of College Hills from Loop 306 to Avenue N. This project includes the replacement and/or the rehabilitation of the water and sewer mains underneath College Hills as well as bicycle lane improvements.								
Supporting planning document(s):								
					Project Cost:		Estimated	Project-to-Date
					ROW/Easements/Land			
					Design		1,359,466	-
					Construction		-	-
					Other		-	-
Total					\$	1,359,466	\$	-
Project Schedule:					% Complete			
Design: Fall 2020					0%			
Implementation: Spring 2022					0%			
Funding Sources:					Amount			
Bond Funding					\$ 9,930,766			
Water Capital					\$ 1,628,399			
Sewer Capital					\$ 2,035,499			
Operating Budget Impact if Completed:								
Reduce roadway maintenance		17/18	18/19	19/20	20/21	21/22		
		\$ -	-	-	-	(10,000)		
Operating Budget Impact if NOT Completed:								
No impact		17/18	18/19	19/20	20/21	21/22		
		\$ -	-	-	-	-		
Performance Measures:								
Improve ride quality and longevity of the City's streets and rehabilitate existing water and sewer infrastructure								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -11,498,660								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:		Street Address		City		State		
1)		College Hills		San Angelo		Texas		
2)								
3)								

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Reconstruction of Glenna Dr. from Houston Harte to Woodlawn

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	-	2,750,250	-	-	-	-	-	\$ 2,750,250
Description:								
Full depth reconstruction of Glenna Street from Houston Harte to Woodlawn, installation of sidewalks and ADA compliant curb ramps. This project includes the replacement and/or the rehabilitation of the water and sewer mains underneath Glenna.								
Supporting planning document(s):								
2015 street condition survey								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		150,000	-			
		Construction		2,600,250	-			
		Other		-	-			
Total		\$ 2,750,250	\$ -					
Project Schedule:					% Complete			
Design: 2017					0%			
Implementation: 2018					0%			
Funding Sources:					Amount			
Future Bond Funding					\$ 2,750,250			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Improve ride quality, provide ADA compliant handicap access, provide pedestrian amenities and reduce future maintenance costs.								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -2,658,274								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	Glenna Drive	San Angelo	Texas					
2)								
3)								

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Reconstruction of MLK Blvd. and Transportation Enhancement Project

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	6,816,995	-	-	-	-	-	-	\$ 6,816,995
Description:								
Full depth reconstruction of Martin Luther King Blvd. from 29th Street to Loop 306, installation of sidewalks and ADA compliant curb ramps. This project includes the replacement and rehabilitation of the water and sewer mains underneath Martin Luther King Blvd. This project provides for the enhancement of pedestrian-transit infrastructure within the City of San Angelo, including added bike lanes, sidewalks, curbs and curb ramps.								
Supporting planning document(s):								
2015 street condition study								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		535,913	535,913			
		Construction		6,281,082	147,261			
		Other		-	-			
Total		\$ 6,816,995	\$ 683,174					
Project Schedule:					% Complete			
Design: 2016					100%			
Implementation: 2016					2%			
Funding Sources:					Amount			
2017/2018 Bond Funding		\$ 3,384,637						
2017 Water Capital		\$ 679,294						
2017 Sewer Capital		\$ 1,452,710						
Other funding source (see notes)		\$ 1,300,354						
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Improve ride quality, provide ADA compliant handicap access, provide pedestrian amenities and reduce future maintenance costs.								
Notes:								
Transportation Enhancement Project (80/20 Grant) - \$260,071 (TIRZ Funds) and \$1,040,283 (Grant Funds)								
Present Value of Future Cash Flows								
Completing Project \$ -6,816,995								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	Martin Luther King Blvd.	San Angelo	Texas					
2)								
3)								

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Reconstruction of S. Jackson Street

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	-	-	600,000	-	-	-	-	\$ 600,000
Description:								
Reconstruction of S. Jackson Street from Knickerbocker Road south to the railroad tracks. The roadway has become hazardous for vehicular traffic as a result of failed subbase. Total reconstruction of that road segment needs to occur as identified and verified by the Fugro Street Condition Study.								
Supporting planning document(s):								
2015 Street Condition Study								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		100,000	-			
		Construction		500,000	-			
		Other		-	-			
Total		\$ 600,000		\$ -				
Project Schedule:					% Complete			
Design: N/A					N/A			
Implementation: 2018					0%			
Funding Sources:					Amount			
Undetermined					\$ 600,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-	-	
Performance Measures:								
Vehicular traffic efficiency and safety								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -560,540								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	3600 S. Jackson Street near Knickerbocker Rd.	San Angelo	Texas					
2)								
3)								

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Reconstruction of Southland from Sherwood Way to Wal-Mart Intersection

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	523,782	-	-	-	-	-	-	\$ 523,782
Description:								
Mill and overlay project along with widening of Southland from Sherwood Way to the Wal-Mart intersection. This project is in an effort to construct along side the TxDOT's - Sherwood Way reconstruction project. TxDOT is adding a raised median in Sherwood Way and making improvements at the intersection of FM 2288, Sherwood and Southland. This construction would help with the increased traffic in this area and further improve the intersection.								
Supporting planning document(s):								
2015 street condition study								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		124,382	123,180			
		Construction		399,400	-			
		Other		-	-			
Total		\$ 523,782	\$ 123,180					
Project Schedule:				% Complete				
Design: 2017				100%				
Implementation: 2017				0%				
Funding Sources:				Amount				
2017/2018 Bond Funding				\$ 523,782				
2017 Water Capital				\$ -				
2017 Sewer Capital				\$ -				
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Improve traffic flow and safety in conjunction with TxDOT's project on Sherwood Way.								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -523,782								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	Southland from Sherwood Way to Wal-Mart Int.	San Angelo	Texas					
2)								
3)								

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Stormwater - Quality Improvement Projects

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl					
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ 300,000	300,000	300,000	300,000	300,000	300,000	300,000	- \$ 2,100,000
Description:							
Construction of projects to address specific stormwater quality issues within major drainage-ways throughout San Angelo that have been identified through the analysis and modeling of data collected by stormwater monitoring stations.							
Supporting planning document(s):							
City of San Angelo Stormwater Management Plan and associated City Council approved stormwater budget.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		2,100,000	300,000		
		Other		-	-		
Total				\$ 2,100,000	\$ 300,000		
		Project Schedule:					% Complete
		Design: N/A					0%
		Implementation: ongoing					0%
		Funding Sources:					Amount
		Stormwater Utility Fee					\$ 2,100,000
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and Maintenance		\$ 50,000	50,000	50,000	50,000	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
A reduction in the measured levels of pollution within drainage ways and rivers throughout and downstream of San Angelo.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -1,839,799							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	<i>Street Address</i>	<i>City</i>	<i>State</i>				
1)	City wide	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Stormwater - Sunset Lake Improvements

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	-	700,000	-	-	-	-	-	\$ 700,000
Description:								
Sunset Lake acts as a stormwater retention/detention pond. Sampling and analysis through the city's stormwater quality monitoring program has determined that stormwater discharges into Sunset Lake contain a significant amount of suspended solids (sediment) and dissolved solids (primarily nitrogen and phosphorus from fertilizer). Sunset Lake is no longer efficient in removing these contaminants because sediment deposits have caused it to become "silted in". Shallow water depth, nutrient rich water, and sediment result in the lake becoming covered with moss and other aquatic vegetation during the summer months. This vegetation uses all of the available oxygen in the water, which has resulted in several fish kills over the last several years and a continuous odor problem. The average depth of Sunset Lake is approximately 4 feet. This project would increase the depth of the lake to its original depth of approximately 8 feet, and add components making it more efficient at removing contaminants from stormwater.								
Supporting planning document(s):								
City of San Angelo Stormwater Management Plan and associated City Council approved stormwater budget.								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		-	-			
		Construction		700,000	-			
		Other		-	-			
Total		\$ 700,000	\$ -					
Project Schedule:				% Complete				
Design: 2017				0%				
Implementation: 2017				0%				
Funding Sources:				Amount				
Stormwater Utility Fee				\$ 700,000				
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
Remove vegetation debris from Sunset lake.		\$ 5,000	5,000	5,000	5,000	5,000		
Performance Measures:								
A reduction in the measured levels of pollution within drainage ways and rivers throughout and downstream of San Angelo.								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -676,590								
Not Completing Project \$ -22,600								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	Between Loop 306 and Sunset Dr./Huntington	San Angelo	Texas					
2)								
3)								

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Sulphur Draw Sewer Rehabilitation and Lift Station

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	455,000	3,076,250	-	-	-	-	-
							\$ 3,531,250
Description:							
Rehabilitation of sanitary sewer mains throughout the Santa Rita area and including a new sewer lift station. This project would rehabilitate approximately 5,300 linear feet of sewer main.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		455,000	11,250		
		Construction		3,076,250	-		
		Other		-	-		
Total		\$ 3,531,250	\$ 11,250				
Project Schedule:		% Complete					
Design: Fall 2017		2%					
Implementation: Spring 2018		0%					
Funding Sources:		Amount					
Wastewater Fund		\$ 3,531,250					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations & maintenance of proposed lift station		\$5,000	\$5,000	\$5,000	\$5,000	5,000	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Notes:							
Replacing/rehabbing aging sewer infrastructure.							
Present Value of Future Cash Flows							
Completing Project \$ -3,450,971							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)		San Angelo	Texas				
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Tom Green County Jail Sewer Main Extension

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl																																										
Financial Plan:																																												
Prior Years	Budget 16/17	Projected			Total																																							
		17/18	18/19	19/20	20/21	21/22	Future																																					
\$ -	-	848,862	-	-	-	-	-	\$ 848,862																																				
Description:																																												
Tom Green County (TGC) is proposing to build a new jail facility northeast of Highway 67 and Tractor Trail intersection and TGC is requiring sewer service to their new facility. Currently, the City of San Angelo Animal Shelter, Tom Green County 4-H, Delek Storage Facility, Roy K. Robb Correctional Facility and the planned Fire Training Center and Journey Recovery Center are all serviced off of individual sewer lift stations. In an effort to minimize the number of lift stations that the city maintains, this proposed sewer main extension will service these different locations along with the proposed TGC Jail facility. This project will include approximately 8,600 l.f. of 8" and 10" sewer main and will connect to the existing sewer system in the industrial park.																																												
Supporting planning document(s):																																												
 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Project Cost:</td> <td>Estimated</td> <td>Project-to-Date</td> </tr> <tr> <td>ROW/Easements/Land</td> <td>-</td> <td>-</td> </tr> <tr> <td>Design</td> <td>61,862</td> <td>27,975</td> </tr> <tr> <td>Construction</td> <td>787,000</td> <td>-</td> </tr> <tr> <td>Other</td> <td>-</td> <td>-</td> </tr> <tr> <td>Total</td> <td>\$ 848,862</td> <td>\$ 27,975</td> </tr> <tr> <td>Project Schedule:</td> <td colspan="2">% Complete</td> </tr> <tr> <td>Design: 2016</td> <td colspan="2">45%</td> </tr> <tr> <td>Implementation: 2017</td> <td colspan="2">0%</td> </tr> <tr> <td>Funding Sources:</td> <td colspan="2">Amount</td> </tr> <tr> <td>Tom Green County Contribution</td> <td colspan="2">\$ 787,000</td> </tr> <tr> <td>Sewer Capital</td> <td colspan="2">\$ 61,862</td> </tr> </table>									Project Cost:	Estimated	Project-to-Date	ROW/Easements/Land	-	-	Design	61,862	27,975	Construction	787,000	-	Other	-	-	Total	\$ 848,862	\$ 27,975	Project Schedule:	% Complete		Design: 2016	45%		Implementation: 2017	0%		Funding Sources:	Amount		Tom Green County Contribution	\$ 787,000		Sewer Capital	\$ 61,862	
Project Cost:	Estimated	Project-to-Date																																										
ROW/Easements/Land	-	-																																										
Design	61,862	27,975																																										
Construction	787,000	-																																										
Other	-	-																																										
Total	\$ 848,862	\$ 27,975																																										
Project Schedule:	% Complete																																											
Design: 2016	45%																																											
Implementation: 2017	0%																																											
Funding Sources:	Amount																																											
Tom Green County Contribution	\$ 787,000																																											
Sewer Capital	\$ 61,862																																											
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22																																						
This project will remove 4 lift stations from our system		\$ (20,000)	(20,000)	(20,000)	(20,000)	(20,000)																																						
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22																																						
No impact		\$ -	-	-	-	-																																						
Performance Measures:																																												
Provide sewer service for a large jail facility and eliminate 5 existing sewer lift stations																																												
Notes:																																												
Potential funding sources are Tom Green County, type B sales tax, and City of San Angelo.																																												
Present Value of Future Cash Flows																																												
Completing Project \$ -730,075																																												
Not Completing Project \$ 0																																												
Location of Project (provide at least one of the following locators for each project location):																																												
Address:	Street Address	City	State																																									
1)	NE of Hwy 67 and Tractor Trailer Intersection	San Angelo	Texas																																									
2)																																												
3)																																												

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Water Main Replacements

Responsible Dept/Division: Engineering		Project Manager: Russell Pehl					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ 18,231,509	1,200,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	100,000,000
							\$ 125,931,509
Description:							
This is an ongoing water main replacement program initiated in 2001 with priority replacement of 2" mains throughout the City. The 2" main replacement program is continuing with primary emphasis until all water mains have been replaced. Gradually the emphasis will be moving to rusty water mains and aged cast iron mains. This is a continuous capital requirement for rehabilitation and replacement of aging distribution systems. As systems are replaced, other sections are aging to the point of need for replacement.							
Supporting planning document(s):							
							
Project Cost:				Estimated	Project-to-Date		
ROW/Easements/Land				-	-		
Design				125,931,509	18,231,509		
Construction				-	-		
Other				-	-		
Total				\$ 125,931,509	\$ 18,231,509		
Project Schedule:				% Complete			
Design: In-House				100%			
Implementation: 2001				32%			
Funding Sources:				Amount			
Water Capital Fund				\$ 125,931,509			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No Impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increased cost for repairs to mains and additional flushing of mains to maintain water quality.		\$ 30,000	35,000	35,000	35,000	35,000	
Performance Measures:							
Approximately 15,000 ft of mains will be replace each year.							
Notes:							
This is an ongoing capital maintenance program. Since 2001: 334,000 feet of 2" mains replaced. 90,000 feet of 2" mains remaining. Cast iron and rusty mains: 500,000 feet of mains to replace at projected cost of \$100,000,000.							
Present Value of Future Cash Flows							
Completing Project \$ -7,075,906							
Not Completing Project \$ -153,365							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	City wide	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Bicycle Improvement Project (BIP)

Responsible Dept/Division:		MPO		Project Manager:		Major Hofheins	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	120,000	120,000	120,000	120,000	120,000	120,000	\$ 940,000
Description:							
Generally, installed bicycle lanes will be limited to minor arterials and collector streets. Bicycle lanes will be 4' to 6' wide and consist of segregated facilities, shared use paths, and shoulder lanes. The intent of the BIP is to provide connectivity to locations without using a motor vehicle. This includes connecting neighborhoods, providing access to religious institutions, retail, recreation, and education facilities. Benefits of non-motorized infrastructure include reduced traffic and congestion; encourages recreational activity which has an added health benefit; and provides an alternate travel mode increasing mobility options for those that do not have vehicles, use public transportation, or choose not to drive. Additional benefits include encouraging economic development, access to transit facilities, and complete streets elements.							
Supporting planning document(s):							
San Angelo Bicycle-Pedestrian Plan, Voyage 2040, Parks, Recreation, and Open Space Master Plan, San Angelo Project Priorities Report, Transportation Needs Assessment Survey							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		190,000	-		
		Construction		720,000	-		
		Other		30,000	-		
Total		\$ 940,000	\$ -				
Project Schedule:				% Complete			
Design: 2017				0%			
Implementation: Ongoing				0%			
Funding Sources:				Amount			
Potential Transportation Alternatives Program		\$ 600,000					
Undetermined		\$ 290,000					
Private funds		\$ 50,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Maintenance and Operating	\$ 19,000	19,000	19,000	19,000	19,000	19,000	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No Impact	\$ -	-	-	-	-	-	
Performance Measures:							
Reduce bicycle accidents by 1-2% annually, reduce vehicular traffic by 1-2% annually, and reduce vehicular collisions by 1-2% annually							
Notes:							
Majority of project may be funded by potential federal and state (TxDOT) transportation grants. The BIP is a multiphase project. Each phase of the project will include at least 2 linear miles of bicycle infrastructure improvements. Bicycle infrastructure will have signage designating bicycle route.							
Present Value of Future Cash Flows							
Completing Project \$ -748,270							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	Armstrong, N Oakes, S Chadbourne, MLK, N Chadbourne	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
City Fuel Site Improvement

Responsible Dept/Division:		Operations / Fleet Services		Project Manager:		Shane Kelton																													
Financial Plan:																																			
Prior Years	Budget 16/17	Projected					Total																												
		17/18	18/19	19/20	20/21	21/22	Future																												
\$ -	-	1,000,000	-	-	-	-	\$ 1,000,000																												
Description:																																			
Improvements needed to both city fueling sites (fleet services location and airport location). This project will improve the fleet services stability/availability of unleaded and diesel fuels for all departments. The fleet services location will be adding additional capacity and the airport site tanks are to be replaced with larger tanks. Dispensing systems at both locations are to be replaced with new technologies. Verification systems at both locations are to be upgraded to provide increased daily/annual audit accuracy and reduced time spent monitoring transactions. This will improve delays by reducing required user input, minimizing error and almost eliminating the risk of theft. All improvements for this project will reduce costs by reducing time spent monitoring and reconciling fuel transactions, reducing fuel prices by purchasing in larger quantities, minimize time spent in the fueling process, reduce fueling failures due to aged equipment, and reduce vehicle fuel contamination by eliminating contaminated fuel tanks.																																			
Supporting planning document(s):																																			
 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Project Cost:</td> <td>Estimated</td> <td>Project-to-Date</td> </tr> <tr> <td>ROW/Easements/Land</td> <td>-</td> <td>-</td> </tr> <tr> <td>Design</td> <td>50,000</td> <td>-</td> </tr> <tr> <td>Construction</td> <td>950,000</td> <td>-</td> </tr> <tr> <td>Other</td> <td>-</td> <td>-</td> </tr> <tr> <td>Total</td> <td>\$ 1,000,000</td> <td>\$ -</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Project Schedule:</td> <td>% Complete</td> </tr> <tr> <td>Design: 2017</td> <td>0%</td> </tr> <tr> <td>Implementation: 2018</td> <td>0%</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Funding Sources:</td> <td>Amount</td> </tr> <tr> <td>Internal Service Fees</td> <td>\$ 1,000,000</td> </tr> </table>								Project Cost:	Estimated	Project-to-Date	ROW/Easements/Land	-	-	Design	50,000	-	Construction	950,000	-	Other	-	-	Total	\$ 1,000,000	\$ -	Project Schedule:	% Complete	Design: 2017	0%	Implementation: 2018	0%	Funding Sources:	Amount	Internal Service Fees	\$ 1,000,000
Project Cost:	Estimated	Project-to-Date																																	
ROW/Easements/Land	-	-																																	
Design	50,000	-																																	
Construction	950,000	-																																	
Other	-	-																																	
Total	\$ 1,000,000	\$ -																																	
Project Schedule:	% Complete																																		
Design: 2017	0%																																		
Implementation: 2018	0%																																		
Funding Sources:	Amount																																		
Internal Service Fees	\$ 1,000,000																																		
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22																													
Facility repair and maintenance		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	1,000																													
City impact (additional fuel price reduction ~ \$0.005/gal)		(4,250)	(4,250)	(4,250)	(4,250)	(4,250)																													
Work load shift for FS dept. employees (not spent on Fuel)		(8,804)	(8,804)	(8,804)	(8,804)	(8,804)																													
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22																													
Operational Downtime for all departments \$38,400/day (labor)		\$ 268,800	-	-	-	-																													
Facility repairs and maintenance		4,500	-	-	-	-																													
City dept. impact (inc. fuel price ~ 2000 gal/day @ \$0.10/gal)		1,400	-	-	-	-																													
School impact (inc. fuel price ~ 1000 gal/day @ \$0.10/gal)		500	-	-	-	-																													
Performance Measures:																																			
Fuel Pricing; Audit Accuracy; Fueling Time; Downtime																																			
Notes:																																			
Assetworks Fueling Verification system: \$70,000 does not include vehicle/equipment devices; software license to integrate assetworks already purchased; FS Fuel Site improvements: Dispensers - \$8,000 ea x 11 dispensers = \$100,000 with install; New tank monitoring software/hardware - \$50,000; FS Tanks - 2 x \$25,000 + installation = \$100,000; FS Lighting - \$25,000; Airport tank - \$45,000 + install = \$80,000; Airport tank monitor - \$45,000; Airport connectivity - \$50,000; Airport Tank disposal = \$10,000 x 2 = \$20,000																																			
Present Value of Future Cash Flows																																			
Completing Project \$ -912,074																																			
Not Completing Project \$ -265,997																																			
Location of Project (provide at least one of the following locators for each project location):																																			
Address:	Street Address	City	State																																
1)	1727 Saint Ann Street	San Angelo	Texas																																
2)	5595 Stewart Lane	San Angelo	Texas																																
3)																																			

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Public Works Facility

Responsible Dept/Division:		Public Works		Project Manager:		Ricky Dickson	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	4,500,000	-	-	-	-	\$ 4,500,000
Description:							
The current structure and office locations of city maintenance divisions - notably water, operations, and engineering departments - creates logistical problems and inefficiencies of service and equipment use. City infrastructure maintenance often requires very close communication between the parties responsible for water and waste water infrastructure, streets, storm water infrastructure, and Engineering functions to ensure the processes of one consider and accommodate the other. Housing water, operations, and engineering in a centralized location will greatly increase the efficiency and effectiveness of communication and operational tasks. By providing an entire facility including outbuildings for specific divisions' crews, equipment can be shared among crews, supplies can be coordinated and combined operational tasks can be implemented. Current division facilities are aged, some built prior to 1965 and currently require extensive upgrades and construction to meet code, operational, and manpower requirements.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		3,000,000	-		
		Other		1,500,000	-		
Total		\$ 4,500,000	\$ -				
		Project Schedule:		% Complete			
		Design: 2018 Implementation: 2019		0% 0%			
		Funding Sources:		Amount			
		Undetermined		\$ 4,500,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Reduction of Facility Maintenance Costs		\$ (65,000)	(70,000)	(75,000)	(80,000)	(85,000)	
Reduction in Operational Costs		(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Maintenance and Repairs of Various Facilities		\$ 65,000	70,000	75,000	80,000	85,000	
Performance Measures:							
Employee time; Building repair expense							
Notes:							
Construction is anticipated to take 18 months.							
Present Value of Future Cash Flows							
Completing Project \$ -3,740,855							
Not Completing Project \$ -337,457							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	Saint Ann Street	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Traffic Signal Battery Backup System

Responsible Dept/Division:		Operations/Traffic Operations		Project Manager:		Shane Kelton	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	339,730	339,730	339,730	339,730	339,730	\$ 1,698,650
Description:							
The traffic signal system is one of the key components of the City of San Angelo's transportation system. The basic function of a traffic signal is to assign the right-of-way to vehicles and pedestrians at busy intersections, enhancing the safe operation of the city's street network and reducing the potential for crashes. The battery back-up system is key to providing the traveling public with continuous safety in the event there are power outages affecting an electric grid within the city where existing signals are controlling traffic. These systems will keep the signalized intersection functioning properly for up to 3.5 hrs. The city maintains 118 signalized intersections, all of those intersections will need this system in-place. The 2011 Texas MUTCD states that battery-backup should be installed on all intersections containing railroad preemption.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		-	-		
		Other		1,698,650	-		
Total		\$ 1,698,650	\$ -				
Project Schedule:				% Complete			
Design: N/A				0%			
Implementation: 2017				0%			
Funding Sources:				Amount			
Undetermined				\$ 1,698,650			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Reduce overtime (\$3,000 saved/outage event. Approx. 3 per year)		\$ (9,000)	(9,000)	(9,000)	(9,000)	(9,000)	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Overtime (Additional \$3,000 per outage event. Approx. 3 per year)		\$ 9,000	9,000	9,000	9,000	9,000	
Performance Measures:							
To complete this project within a five year span, approximately 24 signalized intersections would need to be updated yearly. Enhanced traffic safety and adherence to federal mandates.							
Notes:							
Signalized intersection requires a battery back-up system and a new TS-2 controller cabinet with a concrete foundation to store the batteries. Approximate cost per battery system, per intersection is \$8,675. Currently, when a signalized intersection loses power, the signal heads go dark, staff responds with the proper traffic control and repowers the signal with a generator. In the past year, multiple electrical grids have gone down. This will eliminate the need to manually power-up the intersections and provide safe traffic control for citizens.							
Present Value of Future Cash Flows							
Completing Project \$ -1,494,876							
Not Completing Project \$ -40,679							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	Citywide	San Angelo	Texas				
2)							
3)							

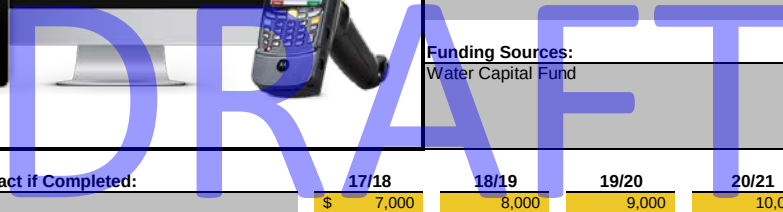
City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Traffic Signal Replacement

Responsible Dept/Division:		Operations/Traffic Operations		Project Manager:		Shane Kelton																													
Financial Plan:																																			
Prior Years	Budget 16/17	Projected					Total																												
		17/18	18/19	19/20	20/21	21/22	Future																												
\$ -	-	3,190,212	3,040,212	3,040,212	3,040,212	3,040,212	\$ 15,351,060																												
Description:																																			
The traffic signal system is one of the key components of the City of San Angelo's transportation system. The basic function of a traffic signal is to assign the right-of-way to vehicles and pedestrians at busy intersections, enhancing the safe operation of the City's street network and reducing the potential for crashes. Several key factors were addressed for the basis of this improvement plan including but not limited to; the age of the system, type of signal poles (mast arm or strain pole), type of controller cabinet, conduit size and proximity to the railroad. The City maintains 118 signalized intersections, with 70 of those needing to be brought up to safety and design standards.																																			
Supporting planning document(s):																																			
 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Project Cost:</td> <td>Estimated</td> <td>Project-to-Date</td> </tr> <tr> <td>ROW/Easements/Land</td> <td>-</td> <td>-</td> </tr> <tr> <td>Design</td> <td>150,000</td> <td>-</td> </tr> <tr> <td>Construction</td> <td>15,201,060</td> <td>-</td> </tr> <tr> <td>Other</td> <td>-</td> <td>-</td> </tr> <tr> <td>Total</td> <td>\$ 15,351,060</td> <td>\$ -</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Project Schedule:</td> <td>% Complete</td> </tr> <tr> <td>Design: 2018</td> <td>0%</td> </tr> <tr> <td>Implementation: 2017</td> <td>0%</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Funding Sources:</td> <td>Amount</td> </tr> <tr> <td>Undetermined</td> <td>\$ 15,351,060</td> </tr> </table>								Project Cost:	Estimated	Project-to-Date	ROW/Easements/Land	-	-	Design	150,000	-	Construction	15,201,060	-	Other	-	-	Total	\$ 15,351,060	\$ -	Project Schedule:	% Complete	Design: 2018	0%	Implementation: 2017	0%	Funding Sources:	Amount	Undetermined	\$ 15,351,060
Project Cost:	Estimated	Project-to-Date																																	
ROW/Easements/Land	-	-																																	
Design	150,000	-																																	
Construction	15,201,060	-																																	
Other	-	-																																	
Total	\$ 15,351,060	\$ -																																	
Project Schedule:	% Complete																																		
Design: 2018	0%																																		
Implementation: 2017	0%																																		
Funding Sources:	Amount																																		
Undetermined	\$ 15,351,060																																		
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22																													
Maintenance and Repair Costs (savings per intersection)		\$ (3,000)	(3,500)	(3,500)	(4,000)	(4,000)																													
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22																													
Maintenance and Repair Costs (per intersection)		\$ 3,000	3,500	3,500	4,000	4,000																													
Performance Measures:																																			
To complete this project within a five year span, approximately 24 signalized intersections would need to be constructed yearly.																																			
Notes:																																			
Each signalized intersection will require a specific set of design plans. The average cost of a 4-way intersection to be constructed by an approved contractor is \$217,158. The average cost accounts for mast arms, signal cabinet installation, video detection, signage, and new electrical system. The maximum lifecycle for a typical signalized intersection is 40 years. Installation of new components will reduce the annual maintenance costs, improve driver safety, and enhance traffic flows.																																			
Present Value of Future Cash Flows																																			
Completing Project \$ -13,870,327																																			
Not Completing Project \$ -16,195																																			
Location of Project (provide at least one of the following locators for each project location):																																			
Address:	Street Address	City	State																																
1)	Citywide	San Angelo	Texas																																
2)																																			
3)																																			

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Twin Mountain and Knickerbocker Signal

Responsible Dept./Division:		Operations/Traffic Operations		Project Manager:		Shane Kelton	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	310,000	-	-	-	-	\$ 310,000
Description:							
The intersection of Twin Mountain Drive and Knickerbocker Road has continually seen an increase in traffic volumes with the ongoing development in the southwest part of San Angelo. Currently only a stop sign on Twin Mountain Drive controls traffic. A traffic signal warrant study was conducted on this particular intersection with the requirements needed to justify a signalized intersection being met. The project costs defined herein, incorporate all items to be constructed and installed to properly control the signalized intersection (mast arms, cabinet, video, etc.).							
Supporting planning document(s):							
							
Project Cost:		Estimated		Project-to-Date			
ROW/Easements/Land		-		-			
Design		30,000		-			
Construction		280,000		-			
Other		-		-			
Total		\$ 310,000		\$ -			
Project Schedule:						% Complete	
Design: N/A						0%	
Implementation: 2017						0%	
Funding Sources:						Amount	
Undetermined						\$ 310,000	
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Annual maintenance and repairs		\$ 3,000	3,000	3,000	3,000	3,000	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Maintenance of stop signs		\$ -	300	-	-	-	
Performance Measures:							
Reduced accidents and enhanced traffic safety.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -313,192							
Not Completing Project \$ -280							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	Twin Mountain and Knickerbocker	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Asset Management System

Responsible Dept/Division:		Water Utilities		Project Manager:		Bill Riley																													
Financial Plan:																																			
Prior Years	Budget 16/17	Projected					Total																												
		17/18	18/19	19/20	20/21	21/22	Future																												
\$ -	250,000	-	-	-	-	-	\$ 250,000																												
Description:																																			
An asset management system will give a more complete picture of all available assets (condition, costs, and revenue generation). This asset management system will incorporate our work order system, preventative maintenance scheduling and managing our CIP needs. This asset management system will help the water utilities department to better utilize the department's funds and expenditures.																																			
Supporting planning document(s):																																			
 Project Cost: <table border="1" style="width: 100%;"> <thead> <tr> <th></th> <th>Estimated</th> <th>Project-to-Date</th> </tr> </thead> <tbody> <tr> <td>ROW/Easements/Land</td> <td>-</td> <td>-</td> </tr> <tr> <td>Design</td> <td>-</td> <td>-</td> </tr> <tr> <td>Construction</td> <td>-</td> <td>-</td> </tr> <tr> <td>Other</td> <td>250,000</td> <td>-</td> </tr> <tr> <td>Total</td> <td>\$ 250,000</td> <td>\$ -</td> </tr> </tbody> </table> Project Schedule: <table border="1" style="width: 100%;"> <thead> <tr> <th></th> <th>% Complete</th> </tr> </thead> <tbody> <tr> <td>Design: N/A</td> <td>0%</td> </tr> <tr> <td>Implementation: 2017</td> <td>0%</td> </tr> </tbody> </table> Funding Sources: <table border="1" style="width: 100%;"> <thead> <tr> <th></th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Water Capital Fund</td> <td>\$ 250,000</td> </tr> </tbody> </table>									Estimated	Project-to-Date	ROW/Easements/Land	-	-	Design	-	-	Construction	-	-	Other	250,000	-	Total	\$ 250,000	\$ -		% Complete	Design: N/A	0%	Implementation: 2017	0%		Amount	Water Capital Fund	\$ 250,000
	Estimated	Project-to-Date																																	
ROW/Easements/Land	-	-																																	
Design	-	-																																	
Construction	-	-																																	
Other	250,000	-																																	
Total	\$ 250,000	\$ -																																	
	% Complete																																		
Design: N/A	0%																																		
Implementation: 2017	0%																																		
	Amount																																		
Water Capital Fund	\$ 250,000																																		
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22																													
Software maintenance		\$ 7,000	8,000	9,000	10,000	11,000																													
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22																													
No impact		\$ -	-	-	-	-																													
Performance Measures:																																			
To better utilize the departments funds, maintenance, and capital improvement needs within eight months of purchase.																																			
Notes:																																			
Present Value of Future Cash Flows																																			
Completing Project \$ -290,372																																			
Not Completing Project \$ 0																																			
Location of Project (provide at least one of the following locators for each project location):																																			
Address:	Street Address	City	State																																
1)	52 West College Ave.	San Angelo	Texas																																
2)																																			
3)																																			

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Earthen Spillway Rehabilitation

Responsible Dept/Division:		Water Utilities		Project Manager:		Bill Riley	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	-	2,300,000	-	-	-	\$ 2,300,000
Description:							
The city is required to maintain the earthen spillway at Lake Nasworthy. The spillway is a measure to control any flooding or water from spilling over the dam. This is a safety measure for the public and use of Lake Nasworthy.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		300,000	-		
		Construction		2,000,000	-		
		Other		-	-		
Total		\$ 2,300,000		\$ -			
Project Schedule:		% Complete					
Design: N/A		0%					
Implementation: 2019		0%					
Funding Sources:		Amount					
Water Capital Fund		\$ 2,300,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Reduced flood risk							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -2,148,735							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	1900 Beaty Road	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Fire Hydrant Replacement

Responsible Dept/Division:		Water Utilities		Project Manager:		Bill Riley																																		
Financial Plan:																																								
Prior Years	Budget 16/17	Projected					Total																																	
		17/18	18/19	19/20	20/21	21/22	Future																																	
\$ 100,000	40,000	40,000	40,000	40,000	40,000	40,000	\$ 380,000																																	
Description:																																								
Fire hydrants are a critical portion of the infrastructure of the water distribution system. Not only are fire hydrants used for fire fighting activities but are crucial to the general operations of the distribution system for line flushing of dead end mains to insure water quality. Fire hydrants are included in the CIP when replacing water mains and the replacement of fire hydrants are necessary as a stand alone project. This project is critical for both public safety (fire suppression) as well as water quality.																																								
Supporting planning document(s):																																								
 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Project Cost:</td> <td>Estimated</td> <td>Project-to-Date</td> </tr> <tr> <td>ROW/Easements/Land</td> <td>-</td> <td>-</td> </tr> <tr> <td>Design</td> <td>-</td> <td>-</td> </tr> <tr> <td>Construction</td> <td>-</td> <td>-</td> </tr> <tr> <td>Other</td> <td>380,000</td> <td>100,000</td> </tr> <tr> <td>Total</td> <td>\$ 380,000</td> <td>\$ 100,000</td> </tr> <tr> <td colspan="2">Project Schedule:</td> <td>% Complete</td> </tr> <tr> <td colspan="2">Design: N/A</td> <td>0%</td> </tr> <tr> <td colspan="2">Implementation: On-going</td> <td>N/A</td> </tr> <tr> <td colspan="2">Funding Sources:</td> <td>Amount</td> </tr> <tr> <td colspan="2">Water Capital Fund</td> <td>\$ 380,000</td> </tr> </table>								Project Cost:	Estimated	Project-to-Date	ROW/Easements/Land	-	-	Design	-	-	Construction	-	-	Other	380,000	100,000	Total	\$ 380,000	\$ 100,000	Project Schedule:		% Complete	Design: N/A		0%	Implementation: On-going		N/A	Funding Sources:		Amount	Water Capital Fund		\$ 380,000
Project Cost:	Estimated	Project-to-Date																																						
ROW/Easements/Land	-	-																																						
Design	-	-																																						
Construction	-	-																																						
Other	380,000	100,000																																						
Total	\$ 380,000	\$ 100,000																																						
Project Schedule:		% Complete																																						
Design: N/A		0%																																						
Implementation: On-going		N/A																																						
Funding Sources:		Amount																																						
Water Capital Fund		\$ 380,000																																						
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22																																		
No impact		\$ -	-	-	-	-																																		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22																																		
No impact		\$ -	-	-	-	-																																		
Performance Measures:																																								
15 fire hydrants will be replaced this year.																																								
Notes:																																								
Present Value of Future Cash Flows																																								
Completing Project \$ -220,797																																								
Not Completing Project \$ 0																																								
Location of Project (provide at least one of the following locators for each project location):																																								
Address:		Street Address	City	State																																				
1)	City wide	San Angelo	Texas																																					
2)																																								
3)																																								

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Ford Ranch

Responsible Dept/Division: Water Utilities		Project Manager: Bill Riley						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	45,000,000	-	-	-	-	-	-	\$ 45,000,000
Description:								
The city first purchased water rights to the hickory aquifer beneath the Ford ranch in 1971 and 1972. In 2016 the ranch was listed for sale and the city is buying the ranch for two major advantages. First, it gives the city complete control over the use of our allotment of the hickory water supply. We can fully protect that water from future uses or encroachment on the ranch we deem to be potentially harmful. The purchase yields both the least risk and the surest outcome in that regard. Second, it gives the city an opportunity, once it has cemented its water rights, to market the ranch and recoup most of the purchase cost.								
Supporting planning document(s):								
								
Project Cost:		Estimated		Project-to-Date				
ROW/Easements/Land		45,000,000		-				
Design		-		-				
Construction		-		-				
Other		-		-				
Total		\$ 45,000,000		\$ -				
Project Schedule:				% Complete				
Design: In-house				N/A				
Implementation: 2017				N/A				
Funding Sources:				Amount				
Water Capital Fund				\$ 45,000,000				
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
No impact		\$ -	-	-	-	-		
Performance Measures:								
Securing of water rights to maintain water supply delivery from Hickory Groundwater Project.								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -45,000,000								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)		Melvin	Texas					
2)								
3)								

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Gate Operators Lake Nasworthy Dam

Responsible Dept/Division:		Water Utilities		Project Manager:		Bill Riley	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	800,000	-	800,000	-	-	2,400,000
							\$ 4,000,000
Description:							
The Texas Commission on Environmental Quality (TCEQ) has recommended that the city obtain a gate operator at Lake Nasworthy Dam per gate. There are currently two existing operators with an additional thirteen needed. We are proposing that we purchase these operators in stages of two units per purchase, with many more units purchased outside of the five year window.							
Supporting planning document(s):							
				Project Cost:		Estimated	Project-to-Date
				ROW/Easements/Land		-	-
				Design		500,000	-
				Construction		3,500,000	-
				Other		-	-
Total		\$ 4,000,000	\$ -				
				Project Schedule:		% Complete	
Design: N/A						0%	
Implementation: 2018						0%	
Funding Sources:				Amount			
Water Capital Fund				\$ 4,000,000			
Operating Budget Impact if Completed:							
No impact		17/18	18/19	19/20	20/21	21/22	
		\$ -	-	-	-	-	-
Operating Budget Impact if NOT Completed:							
No impact		17/18	18/19	19/20	20/21	21/22	
		\$ -	-	-	-	-	-
Performance Measures:							
Capability to release more water from Lake Nasworthy under flooding conditions.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -1,495,570							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:		Street Address		City		State	
1)		1900 Beaty Road		San Angelo		Texas	
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Lake Operations Maintenance Facility

Responsible Dept/Division: Water Utilities		Project Manager: Bill Riley						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	-	-	600,000	-	-	-	-	\$ 600,000
Description:								
The Lake Operations office and maintenance facility has existed since before 1960. It's current condition is outdated and dilapidated due to a lack of funding available for proper maintenance and upgrades. The responsibilities of this department have grown over the years and have exceeded the space allowed by the building or the surrounding yard. A new facility would accommodate the increased level of service at the city's lakes, facilitate operational efficiencies and cost savings, and allow for potential centralization of maintenance work among neighboring city departments.								
Supporting planning document(s):								
Parks and Recreation Master Plan & Lake Nasworthy Development Plan								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		100,000	-			
		Construction		500,000	-			
		Other		-	-			
Total		\$ 600,000	\$ -					
Project Schedule:				% Complete				
Design: 2018				0%				
Implementation: 2019				0%				
Funding Sources:				Amount				
Water Capital Fund				\$ 600,000				
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
Reduced facility maintenance cost		\$ (5,000)	(5,000)	(5,000)	(5,000)	(5,000)		
Reduced operational costs		(9,000)	(9,000)	(9,000)	(9,000)	(9,000)		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
Unnecessary repairs		\$ 6,000	6,000	6,000	6,000	6,000		
Work inefficiency (lack of supply storage capacity, inadequate equipment shelter, reassignment of employees to building repair functions)		9,500	9,500	9,500	9,500	9,500		
Performance Measures:								
Number of tasks performed, employee time and efficiency improvements								
Notes:								
The building in its current condition does not contribute to the appearance of Lake Nasworthy nor does it conform to the vision of the parks and recreation master plan or the new lake nasworthy development plan.								
Present Value of Future Cash Flows								
Completing Project \$ -497,261								
Not Completing Project \$ -77,059								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	2211 Fisherman's Road	San Angelo	Texas					
2)								
3)								

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Lift Station Improvements

Responsible Dept/Division:		Water Utilities		Project Manager:		Bill Riley	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ 1,120,000	200,000	200,000	200,000	200,000	200,000	200,000	\$ 2,520,000
Description:							
The City of San Angelo has 51 lift stations and 151 grinder stations that it operates and maintains. Each year several stations are added based on city growth. These pump stations are mostly mechanical and electrical in nature and operate in highly corrosive environments. The expected operating life of pumps is 5 years and that is with consistent maintenance, although we are often operating units in less than ideal circumstances. This program is intended to continually replace pumps and electrical components for continued reliable service. Failure of these systems affects regional areas of population and can result in sewer overflows and possible flooding of customer facilities. The program will also include the addition of telemetry equipment at the lift stations to provide for 24 hour per day remote monitoring of the lift stations for and alarms or problems.							
Supporting planning document(s):							
Wastewater collection system master plan							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		2,520,000	1,120,000		
		Other		-	-		
		Total		\$ 2,520,000	\$ 1,120,000		
Project Schedule:		% Complete					
Design: In-house		100%					
Implementation: Ongoing		N/A					
Funding Sources:		Amount					
Wastewater Capital Fund		\$ 2,520,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increased cost for maintenance of lift stations		\$ 50,000	50,000	50,000	50,000	50,000	
Performance Measures:							
Rehabilitation work will be done on about 2 stations each year.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -1,103,896							
Not Completing Project \$ -225,996							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	City Wide	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
New Clearwell with New Piping

Responsible Dept/Division:		Water Utilities		Project Manager:		Bill Riley	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	-	5,000,000	-	-	-	\$ 5,000,000
Description:							
The clearwell stores our clean potable water ready for distribution and is located at the water treatment plant. The high service pump station that pressures and distributes water to the city pumps from this clearwell. The clearwell is a concrete, sub-surface structure that contains approximately 3 million gallons of water and was constructed in the 1940's. The concrete structure is deteriorating from age and extended use and requires replacement.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		50,000	-		
		Construction		4,950,000	-		
		Other		-	-		
Total		\$ 5,000,000		\$ -			
		Project Schedule:		% Complete			
		Design: 2018		0%			
		Implementation: 2019		0%			
		Funding Sources:		Amount			
		Water Capital Fund		\$ 5,000,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increased cost for maintenance of existing clearwell		\$ 50,000	50,000	50,000	50,000	50,000	
Performance Measures:							
Safer more efficient storage tank to contain our potable water. Begin the design of the new tank in 2018 and the construction in 2019.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -5,000,000							
Not Completing Project \$ -225,996							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	327 East Avenue I	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Stop Log System at Lake Nasworthy Dam

Responsible Dept/Division: Water Utilities		Project Manager: Bill Riley					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	1,200,000	-	-	-	-	-
							\$ 1,200,000
Description:							
The Texas Commission on Environment Quality (TCEQ) has recommended that the city obtain a stop log system at Lake Nasworthy dam. A stop log system is a safety measure needed for operating any dam. Should one of the gates become inoperable in the open position, a stop log system would be used to cut off the flow of water from that gate.							
Supporting planning document(s):							
							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		200,000	-		
		Construction		1,000,000	-		
		Other		-	-		
Total		\$ 1,200,000		\$ -			
Project Schedule:				% Complete			
Design: N/A				0%			
Implementation: 2018				0%			
Funding Sources:				Amount			
Water Capital Fund				\$ 1,200,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Emergency measures needed if unable to close a flood control gate.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -1,159,869							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	1900 Beaty Road	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Vacuum Truck

Responsible Dept/Division:		Water Utilities		Project Manager:		Bill Riley	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ 903,000	-	350,000	-	-	380,000	-	\$ 1,633,000
Description:							
Vacuum trucks are equipped with large water and collector tanks and are utilized to clear plugged sewer lines, clean sewer mains for inspection, and clean up sewer spills or releases. These vehicles are critical to operation and maintenance of wastewater collection systems. This equipment serves under very difficult conditions and has many mechanical systems. The service life of a vacuum truck is approximately 5 years. San Angelo needs a minimum of 2 vacuum trucks in service.							
Supporting planning document(s):							
Fleet replacement schedule							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		1,633,000	903,000		
		Other		-	-		
Total				\$ 1,633,000	\$ 903,000		
		Project Schedule:		% Complete			
		Design:		0%			
		Implementation: 2018		0%			
		Funding Sources:		Amount			
		Wastewater Capital Fund		\$ 1,633,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increased maintenance costs		\$ 50,000	50,000	50,000	50,000	50,000	
Performance Measures:							
Increase number of mains pumped annually by adding a new truck to the fleet.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -669,925							
Not Completing Project \$ -225,996							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	1928 St. Ann Street	San Angelo	Texas				
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Water Chemical Building and Appurtenances

Responsible Dept/Division: Water Utilities		Project Manager: Bill Riley					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	-	5,000,000	-	-	-	-
							\$ 5,000,000
Description:							
The existing chemical storage facility was not originally intended for the storage of hazardous materials. Therefore making a hazardous work environment for our employees. This facility also proves to be difficult for the loading and unloading for large quantities of hazardous chemicals. A new facility would be designed around these types of hazardous chemicals, help prevent any future spills and provide a safe work environment for our employees.							
Supporting planning document(s):							
							
Project Cost:		Estimated	Project-to-Date				
ROW/Easements/Land		-	-				
Design		400,000	-				
Construction		4,600,000	-				
Other		-	-				
Total		\$ 5,000,000	\$ -				
Project Schedule:		% Complete					
Design: N/A		0%					
Implementation: 2019		0%					
Funding Sources:		Amount					
Water Capital Fund		\$ 5,000,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Chemical spills, environmental clean up fees and lost time		\$ 30,000	30,000	30,000	30,000	30,000	
Performance Measures:							
Minimize work space hazards and prevent future spills from occurring.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -4,671,163							
Not Completing Project \$ -135,598							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	327 East Avenue I	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Water Production Control Center and Lab

Responsible Dept/Division:		Water Utilities		Project Manager:		Bill Riley	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	-	2,500,000	-	-	-	\$ 2,500,000
Description:							
The existing water control, administration, and lab facilities are all housed at the water treatment plant but located in separate buildings. Centralizing these facilities would make for a more efficient and cost effective work environment. The existing facilities were constructed in the mid 1940's and need to be replaced to better accommodate to the current work load and work area needs. Current lab standards require more equipment and facilities than in the 1940's.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		100,000	-		
		Construction		2,400,000	-		
		Other		-	-		
Total		\$ 2,500,000		\$ -			
Project Schedule:		% Complete					
Design: N/A		0%					
Implementation: 2018		0%					
Funding Sources:		Amount					
Water Capital Fund		\$ 2,500,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Safer work environment for our lab technicians, water plant control operators and administrative staff. A new lab would provide a better work area for testing water and wastewater samples.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -2,335,582							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City		State			
1)	327 East Avenue I	San Angelo		Texas			
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Water Reclamation Plant Improvements

Responsible Dept/Division: Water Utilities		Project Manager: Bill Riley					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ 1,000,000	200,000	200,000	200,000	200,000	200,000	200,000	- \$ 2,200,000
Description:							
The Water Reclamation Facility treats all of the wastewater from the City of San Angelo and delivers to irrigation. The operating environment for wastewater treatment is harsh on all systems including mechanical, electrical, and concrete. There are hundreds of mechanical systems in the plant including pumps, clarifiers, air scrubbers, sludge belts, blowers, heat exchangers, and more. Most of these systems need some type of major repair or replacement every 5 years. Concrete walls of basins and equipment are subject to corrosive properties present at wastewater plants and need repair and rehabilitation every 5 to 6 years. This program schedules funding to facilitate repair, rehabilitation or replacement on a condition and critical priority basis.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		2,200,000	1,000,000		
		Other		-	-		
Total		\$ 2,200,000		\$ 1,000,000			
Project Schedule:				% Complete			
Design: In-house				100%			
Implementation: Ongoing				N/A			
Funding Sources:				Amount			
Wastewater Capital Fund				\$ 2,200,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increased costs to repair in the future due to continual deterioration of facilities		\$ 150,000	150,000	150,000	150,000	150,000	
Performance Measures:							
Repairs to various structures and mechanical equipment with a life expectancy of 10 years.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -1,103,986							
Not Completing Project \$ -677,989							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	1898 City Farm Road	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Water Treatment Plant Improvements

Responsible Dept/Division:		Water Utilities		Project Manager:		Bill Riley					
Financial Plan:											
Prior Years	Budget 16/17	Projected						Total			
		17/18	18/19	19/20	20/21	21/22	Future				
\$ 3,785,000	837,500	200,000	200,000	200,000	200,000	637,500	-	\$ 6,060,000			
Description:											
Rehabilitation and replacement of aging water treatment plant equipment based on condition, age and criticality. Equipment includes items such as flocculate mechanisms, clarifier mechanisms, filters, plant valves, filter underdrains, and other plant operation mechanisms. Projects include work on control valves, electrical service in the filter building, and filter underdrains. This program schedules funding to facilitate repair, rehabilitation or replacement on a condition and critical priority basis.											
Supporting planning document(s):											
											
Project Cost:		Estimated		Project-to-Date							
ROW/Easements/Land		-		-							
Design		-		-							
Construction		6,060,000		3,785,000							
Other		-		-							
Total		\$ 6,060,000		\$ 3,785,000							
Project Schedule:				% Complete							
Design: In-house				100%							
Implementation: Ongoing				N/A							
Funding Sources:				Amount							
Water Capital Fund				\$ 6,060,000							
Operating Budget Impact if Completed:		17/18		18/19		19/20		20/21		21/22	
No impact		\$ -		-		-		-		-	
Operating Budget Impact if NOT Completed:		17/18		18/19		19/20		20/21		21/22	
Increased maintenance of equipment and eventual shut down of equipment when it can no longer be repaired		\$ 50,000		50,000		50,000		50,000		50,000	
Performance Measures:											
Number of Control valves, clarifier equipment and electrical equipment will be replaced with a life expectancy of about 20 years. Scheduled to replace 50 plant control valves this year.											
Notes:											
Staff and Water Advisory Board are studying expansion of the treatment units in the Hickory Groundwater Treatment Facility to maximum capacity of 12 million gallons per day. If expansion is desired, design would occur in budget year 16/17.											
Present Value of Future Cash Flows											
Completing Project \$ -2,110,527											
Not Completing Project \$ -225,996											
Location of Project (provide at least one of the following locators for each project location):											
Address:		Street Address			City			State			
1)		327 East Avenue I			San Angelo			Texas			
2)											
3)											

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Water Utility Building

Responsible Dept/Division: Water Utilities		Project Manager: Bill Riley					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	2,000,000	-	-	-	-	-	\$ 2,000,000
Description:							
The new water utility building would be for our customer service and financial service departments. These departments are the face of the Water Utilities Department and should be located in a professional building that can handle the demands of our customers. The existing facility is unsafe, noisy and does not provide an efficient work space for our employees or our customers.							
Supporting planning document(s):							
							
Project Cost:		Estimated	Project-to-Date				
ROW/Easements/Land		-	-				
Design		140,000	-				
Construction		1,860,000	-				
Other		-	-				
Total		\$ 2,000,000	\$ -				
Project Schedule:		% Complete					
Design: N/A		0%					
Implementation: 2017		0%					
Funding Sources:		Amount					
Water Capital Fund		\$ 2,000,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	-
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	-
Performance Measures:							
Increase productivity of our customer service needs.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -2,000,000							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	122 West 1st Street	San Angelo	Texas				
2)							
3)							



Other Projects

Level 2



City of San Angelo
2017-2022

DRAFT



City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Airport Pavement Prioritization Plan

Responsible Dept/Division: Airport		Project Manager: Luis Elguezabal					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	40,965	-	4,800,000	-	-	-	-
							\$ 4,840,965
Description:							
The airport's recent pavement assessment identified a number of runway, taxiway, and apron rehabilitation needs. This study will prioritize the pavements, establish a capital improvement plan, and identify funding sources for projects not eligible for funding through the airport improvement plan. The possible realignment of pavements will also be assessed.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		40,965	-		
		Construction		4,800,000	-		
		Other		-	-		
Total		\$ 4,840,965		\$ -			
Project Schedule:		Design: 2017 Implementation: 2019		% Complete			
				0%			
				0%			
Funding Sources:		Federal Aviation Administration Grant Passenger Facility Charge Fund		Amount			
				\$ 4,356,869			
				\$ 484,096			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Reduced pavement maintenance		\$ 27,000	2,000	27,000	2,000	2,000	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increased pavement maintenance		\$ 25,000	400,000	-	-	-	
Performance Measures:							
The pavement is being evaluated yearly and will receive a pavement condition number (PCN) on a yearly basis. The maintenance costs per year increase as the pavement gets closer to FY20, since pavement deteriorates more quickly as it ages.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -4,581,058							
Not Completing Project \$ -397,857							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	8618 Terminal Circle, Suite-101	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Taxiway Rehabilitation/Reconfiguration

Responsible Dept/Division: Airport		Project Manager: Luis Elguezabal						
Financial Plan:								
Prior Years	Budget 16/17	Projected			Total			
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	255,000	3,875,000	-	-	-	-	-	\$ 4,130,000
Description:								
Design, engineering, and construction for taxiway C,D,E,F rehabilitation and reconfiguration. The pavement described is nearing the end of it's lifecycle and does not meet current FAA standards. The reconstruction and reconfiguration will ensure that the taxiways will remain federally compliant as mandated under advisory circular 5300-13 and safe for airport users.								
Supporting planning document(s):								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		255,000	187,202			
		Construction		3,875,000	-			
Other		-	-					
Total		\$ 4,130,000	\$ 187,202					
Project Schedule:				% Complete				
Design: 2016				74%				
Implementation: 2017				0%				
Funding Sources:				Amount				
Federal Aviation Administration Grant				\$ 3,717,000				
Passenger Facility Charge Fund				\$ 413,000				
Operating Budget Impact if Completed:								
	17/18	18/19	19/20	20/21	21/22			
Reduced pavement maintenance	\$ -	(1,000)	(1,000)	(1,000)	(1,000)			
Operating Budget Impact if NOT Completed:								
	17/18	18/19	19/20	20/21	21/22			
Increased pavement maintenance	\$ 4,000	4,000	4,000	4,000	4,000			
Performance Measures:								
Once this project is completed, it will reduce the preventative maintenance cost per year of the rehabilitated asphalt by 1/4 through proper preventative and remedial pavement maintenance. This will be based on the PASER (Pavement Surface Evaluation and Rating) manual. This project will also make our taxiways compliant with the new standards in advisory circular 5300-13.								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -3,996,855								
Not Completing Project \$ -18,080								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	8618 Terminal Circle	San Angelo	Texas					
2)								
3)								

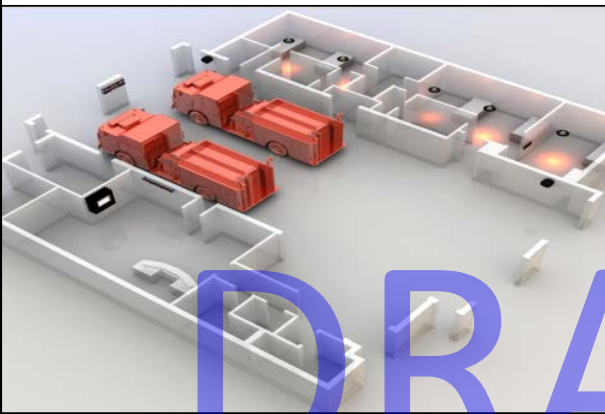
City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Animal Shelter Improvements

Responsible Dept/Division:		Animal Services		Project Manager:		James Flores																			
Financial Plan:																									
Prior Years	Budget 16/17	Projected																							
		17/18	18/19	19/20	20/21	21/22	Future																		
\$ -	150,000	135,000	-	-	-	-	-																		
							Total																		
							\$ 285,000																		
Description:																									
Major improvements are needed at the animal shelter to keep this facility functioning properly. By completing these improvements, the animal shelter will be able to continue to stay open by passing inspection by DSHS annually and have a better quality air quality with improved sanitary conditions for animals, staff, and customers. This project involves 3 phases:																									
(1) Floor repair due to wear and tear to repair chips, cracks, and holes. This is essential for the shelter to comply with state annual inspection to continue to be a rabies quarantine facility. (2) Install noise reduction in the kennel area. (3) Other repairs listed below (see "Notes").																									
Supporting planning document(s):																									
 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Project Cost:</td> <td>Estimated</td> <td>Project-to-Date</td> </tr> <tr> <td>ROW/Easements/Land</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> <tr> <td>Design</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> <tr> <td>Construction</td> <td style="text-align: center;">285,000</td> <td style="text-align: center;">-</td> </tr> <tr> <td>Other</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> <tr> <td>Total</td> <td style="text-align: center;">\$ 285,000</td> <td style="text-align: center;">\$ -</td> </tr> </table>								Project Cost:	Estimated	Project-to-Date	ROW/Easements/Land	-	-	Design	-	-	Construction	285,000	-	Other	-	-	Total	\$ 285,000	\$ -
Project Cost:	Estimated	Project-to-Date																							
ROW/Easements/Land	-	-																							
Design	-	-																							
Construction	285,000	-																							
Other	-	-																							
Total	\$ 285,000	\$ -																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Project Schedule:</td> <td>% Complete</td> </tr> <tr> <td>Design: N/A</td> <td style="text-align: center;">0%</td> </tr> <tr> <td>Implementation: 2017</td> <td style="text-align: center;">0%</td> </tr> </table>								Project Schedule:	% Complete	Design: N/A	0%	Implementation: 2017	0%												
Project Schedule:	% Complete																								
Design: N/A	0%																								
Implementation: 2017	0%																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Funding Sources:</td> <td>Amount</td> </tr> <tr> <td>Environmental Health Grant</td> <td style="text-align: right;">\$ 33,956</td> </tr> <tr> <td>Undetermined</td> <td style="text-align: right;">\$ 251,044</td> </tr> </table>								Funding Sources:	Amount	Environmental Health Grant	\$ 33,956	Undetermined	\$ 251,044												
Funding Sources:	Amount																								
Environmental Health Grant	\$ 33,956																								
Undetermined	\$ 251,044																								
Operating Budget Impact if Completed:																									
	17/18	18/19	19/20	20/21	21/22																				
Decreased repairs	\$ (1,000)	(500)	(500)	(500)	(500)																				
Operating Budget Impact if NOT Completed:																									
	17/18	18/19	19/20	20/21	21/22																				
Increased repairs	\$ 10,000	12,000	15,000	20,000	22,000																				
Performance Measures:																									
Continued rabies quarantine, Continued DSHS inspection certification																									
Notes:																									
Phase three includes: replacing kennel doors and drop off cage doors; carpet removal in the office area; replacing lift station pumps, floats and controls; UV air purification system to help with disease, germs and odor; outdoor holding pens; outdoor socialization areas that are fenced for exercising and visiting dogs; landscaping; painting interior and exterior. Kennel plumbing repair bid came in at \$135,000.00																									
Present Value of Future Cash Flows																									
Completing Project \$ -277,742																									
Not Completing Project \$ -70,432																									
Location of Project (provide at least one of the following locators for each project location):																									
Address:	Street Address	City	State																						
1)	3142 Hwy 67 North	San Angelo	Texas																						
2)																									
3)																									

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
McNease Convention Center Renovation

Responsible Dept/Division:		Civic Events		Project Manager:		Sidney Walker	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	-	-	-	15,000,000	-	\$ 15,000,000
Description:							
The renovation of the McNease Convention Center, with the addition of an exhibition hall and more parking, would make an impact in the number of events, conventions, and expositions that we could potentially host in San Angelo. Right now, our convention center is too small to hold the larger conventions, concerts and events. Having more meeting space will help bring in bigger conventions that are needing more breakout rooms. The exhibition hall can be used as well for smaller trade shows, concerts and events that we are not able to hold at the McNease Convention Center currently. Also adding additional parking space would be needed for our guests with the expansion of the convention center.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		1,500,000	-		
		Construction		13,500,000	-		
		Other		-	-		
Total		\$ 15,000,000		\$ -			
Project Schedule:		% Complete					
Design: 2020		0%					
Implementation: 2021		0%					
Funding Sources:		Amount					
Undetermined		\$ 15,000,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Repair and maintenance savings		\$ (17,000)	(19,000)	(21,000)	(23,000)	(25,000)	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increased repair and maintenance costs		\$ 17,000	19,000	21,000	23,000	25,000	
Performance Measures:							
16 conventions of 1,000 attendees or more.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -12,996,337							
Not Completing Project \$ -94,303							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City			State		
1)	501 Rio Concho Dr.	San Angelo			Texas		
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Fire Station Alerting System

Responsible Dept/Division:		Information Technology		Project Manager:		Bucky Hasty																													
Financial Plan:																																			
Prior Years	Budget 16/17	Projected					Total																												
		17/18	18/19	19/20	20/21	21/22	Future																												
\$ -	200,000	-	-	-	-	-	\$ 200,000																												
Description:																																			
The current system is in excess of 20 years old and obsolete. The city is upgrading the dispatch system at the present time. This system will need to be replaced soon or the city runs the risk of not being able to dispatch fire and EMS runs. The proposed alerting system includes hardware and software implementations at the public safety communications building and at each fire station. The alerting system would be an IP (computer network) based system but would have a backup system to use in case of network failure.																																			
Supporting planning document(s):																																			
 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Project Cost:</td> <td>Estimated</td> <td>Project-to-Date</td> </tr> <tr> <td>ROW/Easements/Land</td> <td>-</td> <td>-</td> </tr> <tr> <td>Design</td> <td>-</td> <td>-</td> </tr> <tr> <td>Construction</td> <td>200,000</td> <td>-</td> </tr> <tr> <td>Other</td> <td>-</td> <td>-</td> </tr> <tr> <td>Total</td> <td>\$ 200,000</td> <td>\$ -</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Project Schedule:</td> <td>% Complete</td> </tr> <tr> <td>Design: 2017</td> <td>10%</td> </tr> <tr> <td>Implementation: 2017</td> <td>0%</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Funding Sources:</td> <td>Amount</td> </tr> <tr> <td>General Fund Capital - Budgeted</td> <td>\$ 200,000</td> </tr> </table>								Project Cost:	Estimated	Project-to-Date	ROW/Easements/Land	-	-	Design	-	-	Construction	200,000	-	Other	-	-	Total	\$ 200,000	\$ -	Project Schedule:	% Complete	Design: 2017	10%	Implementation: 2017	0%	Funding Sources:	Amount	General Fund Capital - Budgeted	\$ 200,000
Project Cost:	Estimated	Project-to-Date																																	
ROW/Easements/Land	-	-																																	
Design	-	-																																	
Construction	200,000	-																																	
Other	-	-																																	
Total	\$ 200,000	\$ -																																	
Project Schedule:	% Complete																																		
Design: 2017	10%																																		
Implementation: 2017	0%																																		
Funding Sources:	Amount																																		
General Fund Capital - Budgeted	\$ 200,000																																		
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22																													
No Impact		\$ -	-	-	-	-	-																												
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22																													
No Impact		\$ -	-	-	-	-	-																												
Performance Measures:																																			
Increase fire personnel safety by ensuring the proper information is being relayed by updated software. Outdated software could send old information or data to delay responses.																																			
Notes:																																			
Present Value of Future Cash Flows																																			
Completing Project \$ -200,000																																			
Not Completing Project \$ 0																																			
Location of Project (provide at least one of the following locators for each project location):																																			
Address:	Street Address	City	State																																
1)	323 East Beauregard	San Angelo	Texas																																
2)																																			
3)																																			

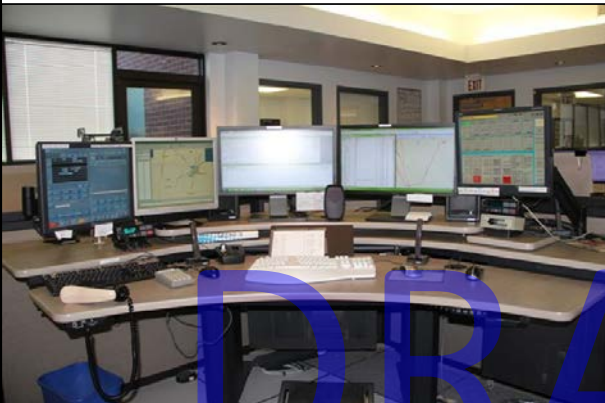
**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Radio System P25 Migration/Coverage Expansion

Responsible Dept/Division:		Information Technology		Project Manager:		Bucky Hasty	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	6,000,000	-	-	-	-	-	\$ 6,000,000
Description:							
The current radio system was installed and implemented during early 2008 and is an 800Mhz trunked EDACS setup. While the current phase of the system provides some interoperability functions, they are not inherent in the design as is with P25 radio standards. Being the largest city in Tom Green County, the need to assist outside agencies is likely and does occur. A 3 year migration plan has been drafted which utilizes existing infrastructure, minimal downtime and will include equipment trade-in. This project also implements a third radio site which will improve indoor coverage on the north side of town benefitting operations within facilities such as the coliseum and/or a burning structure. Coverage will improve in areas north of San Angelo which include wildfire prone areas and the state school. The third site will allow for simulcast transmissions of radio broadcasts that will eliminate the current "site switching" which occurs in some parts of town. Having a third site will also increase the redundancy of the system.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	5,550		
		Construction		6,000,000	4,873,638		
		Other		-	-		
Total		\$ 6,000,000		\$ 4,879,188			
Project Schedule:						% Complete	
Design: 2014						100%	
Implementation: 2017						75%	
Funding Sources:						Amount	
2015 Certificate of Obligation						\$ 6,000,000	
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Reductions in radio repair and infrastructure costs are expected during the initial warranty period of 3 years. After warranty repair, cost will return to normal. Existing equipment will be utilized in this project in order to keep costs down.		\$ (29,000)	15,000	18,000	18,000	18,000	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Cost of radio repairs as well as infrastructure repairs have been steadily increasing as the current 6 year-old system ages.		\$ 29,000	32,000	35,000	35,000	35,000	
Performance Measures:							
Dropped radio calls would cease due to the simulcast system. Coverage area indoors and outside the city would increase around 30% with additional tower site.							
Notes:							
With this project schedule we will have critical radio components replaced within their 10 year life cycle. P25 would allow for easier interlocal communications without having to set up manual patches through our dispatch center. Radio users will also be able to use their devices when traveling to other P25 jurisdictions. Infrastructure such as towers, shelters, and other equipment already in place has been included in this proposal to make use of previous purchases. Estimates are being obtained for trade-in value of current radio system to help offset costs.							
Present Value of Future Cash Flows							
Completing Project \$ -6,033,128							
Not Completing Project \$ -149,595							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	Vehicle Maintenance Tower, 1965 St. Ann St	San Angelo	Texas				
2)	Southland Tower, 4702 Southland Blvd	San Angelo	Texas				
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Record Management System Upgrade/Computer Aided Dispatch

Responsible Dept/Division:		Information Technology		Project Manager:		Bucky Hasty	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	2,500,000	-	-	-	-	-	\$ 2,500,000
Description:							
The San Angelo Police Department's public safety software suite, including computer aided dispatching (CAD), records managements system (RMS), ticket writers and mobile computing is in need of replacement. The current software suite does not meet the needs of the Police and Fire Department. The replacement of the current system consists of a comprehensive evaluation of the needs and functionality assessment and development of an upgrade path with previously used software. Project should consist of: computer aided dispatching software (CAD), records management system (RMS), mobile computing software, and various hardware upgrades. These hardware upgrade will also include building backup power replacements and server room cooling.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		-	-		
		Other		2,500,000	-		
Total		\$ 2,500,000		\$ -			
Project Schedule:		Design: Complete		% Complete		100%	
		Implementation: 2017				0%	
Funding Sources:		Future debt issue		Amount		\$ 2,500,000	
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Annual Maintenance (budgeted)		\$ 145,000	150,000	155,000	160,000	165,000	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Increase officer and firemen safety by ensuring the proper information is being relayed by updated software.							
Notes:							
Annual maintenance is already budgeted.							
Present Value of Future Cash Flows							
Completing Project \$ -3,199,051							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	323 East Beauregard	San Angelo	Texas				
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

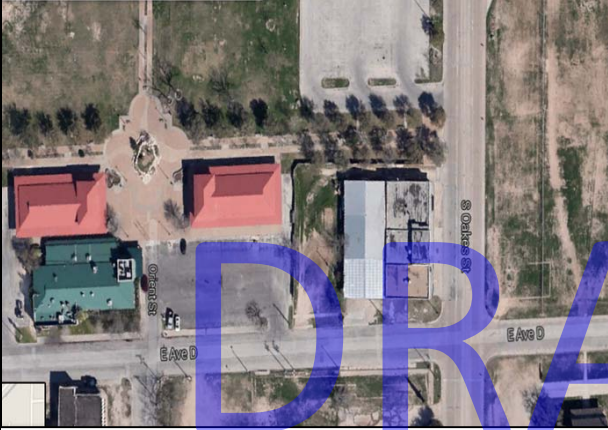
Citywide Heating, Ventilation, and Air Conditioning (HVAC)

Responsible Dept/Division:		Facility Maintenance		Project Manager:		Ron Lewis	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ 135,789	258,211	550,000	-	-	-	-	-
							Total
							\$ 944,000
Description:							
Recommend replacement of multiple HVAC systems due to age and energy savings at the following locations: nature center, fairmount cemetery, employee health clinic, water billing, santa train depot, santa fe crossing senior center, animal services, and emergency operations center (EOC). If the HVAC system at the EOC is not replaced, maintenance costs will continue to increase as the amount of leaks in the lines throughout the building continue to increase. Options for repairs are limited due to lack of local experience in repairs of this pneumatic system. If the HVAC system is not replaced and repairs are needed at a time when the EOC is activated, this will create a hardship on key personnel at a time of critical decision making.							
Supporting planning document(s):							
Bid estimates from Superior Services Inc.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		944,000	135,789		
		Other		-	-		
		Total	\$ 944,000	\$ 135,789			
		Project Schedule:		% Complete			
		Design: N/A		0%			
		Implementation: 2015/2016		14%			
		Funding Sources:		Amount			
		Undetermined		\$ 944,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Reduction of utility, maintenance, & repair expenses		\$ (22,000)	(22,000)	(22,000)	(22,000)	(22,000)	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increased utility, maintenance, & repair expenses		\$ 3,500	4,500	5,500	6,500	7,500	
Performance Measures:							
Fifty- Eight (58) HVAC units replaced at multiple city facilities.							
Notes:							
Budget Impact if NOT completed reflects an annual 10% increase in cost. If a repair needs to be made, we will take this request forward for approval, on an as needed basis. The city of San Angelo emergency management department is bound by contract with the FAA to maintain the facility at 8485 Hangar Road.							
Present Value of Future Cash Flows							
Completing Project \$ -690,379							
Not Completing Project \$ -24,552							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	7409 Knickerbocker Rd.; 1120 West Ave. N.; 115 West 1st St.	San Angelo	Texas				
2)	110 S. Emerick; 1103 N. Farr St.; 2750 Ben Ficklin Rd.	San Angelo	Texas				
3)	122 W. 1st St.; 3142 Hwy 67 N.	San Angelo	Texas				

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Citywide Roof Replacements

Responsible Dept/Division: Facilities Maintenance		Project Manager: Ron Lewis					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ 148,316	126,684	-	-	-	-	-	-
							\$ 275,000
Description:							
Replacement of various types of roof systems at employee health clinic, water billing and collections. This also includes the replacement of the exterior facade of the nature center.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		275,000	150,249		
		Other		-	-		
Total		\$ 275,000		\$ 150,249			
Project Schedule:				% Complete			
Design: N/A				0%			
Implementation: N/A				55%			
Funding Sources:				Amount			
Type B, General Fund, C.O.		\$ 69,363					
Undetermined		\$ 205,637					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Eliminate leaks into multiple facilities	\$ (15,000)	-	-	-	-		
Eliminate interior ceiling & wall damages/repairs (both visible and hidden damages)							
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Compounded damages that will ultimately need demolition to repair roof decking, roof support structure, and interior walls.	\$ 15,000	15,000	15,000	15,000	15,000		
Nature center has deteriorated exterior siding that is allowing moisture into subsurface framing causing interior damages.							
Performance Measures:							
Safe operation and occupation by city employees and the general public. No disruption of events in recreation centers, nature center, etc.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -112,186							
Not Completing Project \$ -67,799							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	7409 Knickerbocker Rd.; 1120 West Ave. N.; 115 West 1st St.	San Angelo	Texas				
2)	110 S. Emerick; 1103 N. Farr St.; 2750 Ben Ficklin Rd.	San Angelo	Texas				
3)	122 W. 1st St.	San Angelo	Texas				

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Demolition of City Owned Properties

Responsible Dept/Division:		Facilities Maintenance		Project Manager:		Ron Lewis	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ 92,569	358,782	23,649	-	-	-	-	-
							Total
							\$ 475,000
Description:							
Carrier building site - Reconstruct concrete curbs and asphalt parking lot. Riddle building - Abate asbestos containing material including VAT floor tile, demolish building, reconstruct concrete curbs and level with topsoil and seed with grass. The riddle building shares a common wall structure known as city cabinet shop. Negotiations with the city cabinet shop ended in 2011 with no resolution. The city cabinet shop is interested in discussing options for sale of their building to the City of San Angelo, along with relocation expenses. Specifications for asbestos removal and demolition need to be prepared. Bid and air quality monitored and proper disposal tracking to qualified landfill for both buildings needs to be completed. Future expenses will need to be provided for maintenance of the asphalt parking lot where carrier building was located.							
Supporting planning document(s):							
Asbestos surveys have been done in previous years for both buildings.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		475,000	92,569		
		Other		-	-		
Total		\$ 475,000	\$ 92,569				
Project Schedule:				% Complete			
Design: N/A				0%			
Implementation: 2017				19%			
Funding Sources:				Amount			
General Fund		\$ 451,351					
Undetermined		\$ 23,649					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Riddle building - parks dept can mow as one property along with the paseo grounds	\$ (500)	(500)	(500)	(500)	(500)		
No utility bills - electric only recreation department pays	(500)	(500)	(500)	(500)	(500)		
Operating Budget Impact if NOT Completed:	17/18	18/19	19/20	20/21	21/22		
Riddle building - city facilities maintenance mow and trim a few times each year	\$ 500	500	500	500	500		
Ongoing electric utility bills	500	500	500	500	500		
Performance Measures:							
Cleanup unsightly blighted structures adjacent to well maintained city properties along fort concho and the river corridor							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -377,120							
Not Completing Project \$ -4,520							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	717 South Oakes Street	San Angelo	Texas				
2)	17 East Avenue B	San Angelo	Texas				
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Security Equipment Replacement

Responsible Dept/Division:		Facilities Maintenance		Project Manager:		Ron Lewis	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	50,000	50,000	50,000	50,000	50,000	\$ 250,000
Description: The City of San Angelo has burglar alarms, security video cameras and magnetic lock systems in several buildings and gated areas. Much of the equipment is more than 10 years old and beginning to fail. While the equipment is still operational it is becoming increasingly harder to find replacement parts that are compatible. In large part, the difficulty is due to technological advancements and the proliferation of security video camera systems in both commercial and residential applications. Therefore, it is harder for us to keep pace with current technology and continue to secure our facilities. We request capital funding that can be used across the organization on a systematic replacement schedule.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		-	-		
		Other		250,000	-		
Total		\$ 250,000	\$ -				
Project Schedule:				% Complete			
Design: N/A				0%			
Implementation: 2017				0%			
Funding Sources:				Amount			
Undetermined				\$ 250,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Savings from replacing equipment on a schedule before it fails. Departments will not have to request budget change and reduce services or defer maintenance in other areas.		\$ (50,000)	(50,000)	(50,000)	(50,000)	(50,000)	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Replacement of equipment costs		\$ 50,000	50,000	50,000	50,000	50,000	
Performance Measures:							
Number of units replaced annually.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ 0							
Not Completing Project \$ -225,996							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	City wide	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Fire Station #4 Reconstruction

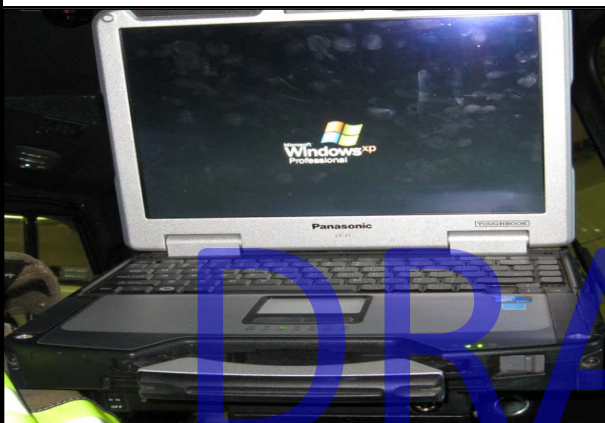
Responsible Dept/Division: Fire		Project Manager: Brian Dunn					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ 8,250	3,196,000	524,650	-	-	-	-	-
						\$ 3,728,900	
Description: Relocate fire station #4 and reconstruct. Station #4 was constructed in 1965 and has never been improved. A fire truck cannot be purchased that will fit in the engine bay of station 4. Additionally, the station will be made gender compliant. The station location will be at the corner of Edgewood and S. Chadbourne. This will provide quick access to Goodfellow Air Force Base and improve support should there be a large emergency event on the base.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		155,000	8,250		
		Design		148,900	-		
		Construction		3,100,000	-		
		Other		325,000	-		
		Total	\$ 3,728,900	\$ 8,250			
		Project Schedule:		% Complete			
		Design: 2011		100%			
		Implementation: 2017		0%			
		Funding Sources:		Amount			
		2015 Certificate of Obligation		\$ 3,200,000			
		Undetermined		\$ 528,900			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No Impact	\$ -	-	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No Impact	\$ -	-	-	-	-	-	
Performance Measures:							
Improved response time, improve the ISO rating							
Notes:							
Improved response times and geographically locating fire stations has an impact on the city's ISO rating. The ISO rating is the rating system in which insurance companies base their insurance premiums to commercial and residential customers. The city should get an improved rating which will in turn reduce premiums for the citizens and businesses in the City of San Angelo.							
Present Value of Future Cash Flows							
Completing Project \$ -3,703,104							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	3415 Edgewood Dr.	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Fire Training Facility

Responsible Dept/Division: Fire		Project Manager: Brian Dunn					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ 2,888,737	1,511,263	-	-	-	-	-	-
						\$ 4,400,000	
Description:							
A new fire training facility is projected to be located behind the animal shelter on U.S. 67 North. This facility will have a classroom, office building, and a fire burn building. This facility will replace the current training center on Avenue L that is approaching 50 years of age. The current training center is located on the Concho River across from the city water intake. TCEQ has basically shut down many of our fire training operations because of the proximity of the river.							
Supporting planning document(s):							
							
Project Cost:		Estimated	Project-to-Date				
ROW/Easements/Land		-	-				
Design		100,000	91,604				
Construction		4,290,000	2,790,389				
Other		10,000	6,744				
Total		\$ 4,400,000	\$ 2,888,737				
Project Schedule:		% Complete					
Design: 2015		100%					
Implementation: 2017		80%					
Funding Sources:		Amount					
Federal EDA Grant		\$ 1,200,000					
2015 Certificate of Obligation		\$ 2,800,000					
Surplus Ambulance Fee Revenue		\$ 400,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No Impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No Impact		\$ -	-	-	-	-	
Performance Measures:							
The ability to train current personnel and future personnel							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -1,511,263							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	3154 N U.S. Highway 67	San Angelo	Texas				
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Mobile Data Terminals

Responsible Dept/Division: Fire		Project Manager: Brian Dunn					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ 154,208	28,392	-	-	-	-	-	-
							\$ 182,600
Description:							
This is the mobile data terminals for the ambulances and fire trucks. The current version we are using is obsolete and we can't purchase parts when they break. The police department has already switched to the system we are asking for.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		182,600	154,208		
		Other		-	-		
Total				\$ 182,600	\$ 154,208		
		Project Schedule:		% Complete			
		Design:		0%			
		Implementation:		84%			
		Funding Sources:		Amount			
		General Fund Capital allocation		\$ 182,600			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
We will have to budget about \$8,500 per year for air card cost.		\$ 8,500	8,500	8,500	8,500	8,500	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
We have to have a system to operate.		\$ -	-	-	-	-	
Performance Measures:							
This will positively impact response times							
Notes:							
If this isn't updated it will have an impact on response times. 30 MDT'S @ \$4,110 = \$123,300, 30 MOUNTS @ \$475 = \$14,250, 35 AIRCARDS @ \$50 = \$1,750, 6 TABLETS FOR THE AMBULANCES @ \$3,800 = \$22,800, WIRE 4 STATIONS AS HOTSPOTS @ \$3,000 = \$12,00, ONE YEAR OF AIRTIME FOR AIRCARDS \$8,500							
Present Value of Future Cash Flows							
Completing Project \$ -66,811							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	City Wide	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Chase State Office Building Improvements

Responsible Dept/Division:		Fort Concho		Project Manager:		Robert Bluthardt	
Financial Plan:							
Prior Years	Budget 16/17	Projected					Total
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	10,000	10,000	50,000	100,000	75,000	-	\$ 245,000
Description: Ongoing capital improvements starting in 2016 should include all roof mounted heating, ventilation, and air conditioning (HVAC) units that are between 14 and 17 years old. Ongoing repairs for some of the other HVAC units include but are not restricted to replacement of lines, motors, belts, compressors, etc. The full replacement may need to await additional funds from the state office fund that are available in FY 2018.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		245,000	-		
		Other		-	-		
		Total		\$ 245,000	\$ -		
Project Schedule:		% Complete					
Design: N/A		0%					
Implementation: 2021		0%					
Funding Sources:		Amount					
Fund 201 State Office Building Fund Balance		\$ 245,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Completing the project will reduce maintenance costs and reduce energy consumption.		\$ (10,000)	(12,500)	(15,000)	(17,500)	(17,500)	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Repair and spot replacement for carpet		\$ 5,000	7,000	9,000	11,000	12,000	
HVAC repairs		7,500	7,500	10,000	12,500	15,000	
Performance Measures:							
Ongoing comfort for staff and clients; fewer repairs and spot replacements of units and unit parts							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -157,200							
Not Completing Project \$ -86,067							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	622 South Oakes	San Angelo	Texas				
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Fort Concho Barracks and Mess Halls 3 & 4 Reconstruction

Responsible Dept/Division:		Fort Concho		Project Manager:		Robert Bluthardt	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	500,000	1,500,000	-	-	-	-	-
							Total
							\$ 2,000,000
Description:							
An anonymous donation of \$2 million from the San Angelo Area Foundation to the Fort Concho Foundation will reconstruct the missing barracks and mess halls 3 and 4 on the historic site. Council at its November 3 meeting authorized staff to start the request for qualifications process to identify and engage a qualified architect to create plans and construction documents. Barracks and mess halls 3 and 4 were located between the current barracks 1 and 2 on the west and the barracks and mess halls 5 and 6 on the east. The future location for this project represents the exact location of these historic buildings as they were constructed in the early 1870s.							
Supporting planning document(s):							
							
Project Cost:		Estimated		Project-to-Date			
ROW/Easements/Land		-		-			
Design		200,000		-			
Construction		1,800,000		-			
Other		-		-			
Total		\$ 2,000,000		\$ -			
Project Schedule:				% Complete			
Design: 2017				0%			
Implementation: 2018				0%			
Funding Sources:				Amount			
Anonymous private donation				\$ 2,000,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Increases in utilities and maintenance		\$ -	15,000	20,000	20,000	20,000	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No Impact		\$ -	-	-	-	-	
Performance Measures:							
Increased research requests; greater efficiency and access to research materials; in tandem with barracks 1 & 2 project an increase in guests and visitors; more temporary displays and exhibits							
Notes:							
Barracks and mess halls 3 and 4 were located between the current barracks 1 and 2 on the west and the barracks and mess halls 5 and 6 on the east. The future location for this project represents the exact location of these historic buildings as they were constructed in the early 1870s.							
Present Value of Future Cash Flows							
Completing Project \$ -2,016,232							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	630 S. Oakes	San Angelo	Texas				
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Fort Concho Officers' Quarters 1 Improvements

Responsible Dept/Division:		Fort Concho		Project Manager:		Robert Bluthardt	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ 15,000	180,000	-	-	-	-	-	-
							Total
							\$ 195,000
Description:							
The rear room at Officers' Quarters 1 lacks a proper floor and the entire section is separating from the main building. The two dormers on the second floor are sagging inward and thus creating undue stress. The HVAC systems, while functional, have their units in the attic, posing a huge challenge for repair people and creating dead weight for the building. Staff recommends a project to fully restore the rear room and tie it more closely to the main structure. Also, the dormers should be removed and the rear roof reinforced and replaced. The HVAC system could be replaced with interior slim units. As this building has been used more in recent years for both public/city functions and fort events, it needs this stabilization and restoration to continue serving our many guests and stakeholders.							
Supporting planning document(s):							
Preliminary renovation plans have been done by a local architect and funded by the fort concho foundation. Staff are researching funding sources through foundations and donors.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		15,000	15,000		
		Construction		180,000	-		
		Other		-	-		
Total				\$ 195,000	\$ 15,000		
		Project Schedule:					% Complete
		Design: 2015					100%
		Implementation: 2017					0%
		Funding Sources:					Amount
		Fort Concho Foundation, private donors, other foundations, undetermined					\$ 195,000
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Utilities cost based on current events.		\$ 750	750	750	750	1,000	
Revenue increase		(1,500)	(1,500)	(1,500)	(1,500)	(2,000)	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Increased in building rentals and overall building usage.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -176,399							
Not Completing Project \$ -0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address		City		State		
1)	111 East Avenue D		San Angelo		Texas		
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Fort Concho Officers' Quarters 2 Renovation

Responsible Dept/Division:		Fort Concho		Project Manager:		Robert Bluthardt	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ 2,500	2,500	5,000	10,000	110,000	-	-	-
							Total
							\$ 130,000
Description:							
An original officers' quarters from the 1870s, this structure has been renovated several times in the last fifty years for non-historic purposes. In recent years, staff have remedied several serious interior issues to facilitate time to time usage for office space, meetings, programs, and special events. Long range plans call for the full restoration of the downstairs space with the preservation of extant period features. Over the next two years, staff will work with state preservation officials and local architects to create a long term plan.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		10,000	-		
		Construction		120,000	5,000		
		Other		-	-		
Total		\$ 130,000		\$ 5,000			
Project Schedule:				% Complete			
Design: 2018				5%			
Implementation: 2018-19				10%			
Funding Sources:				Amount			
Fort Concho Foundation		\$ 20,000					
Private Donors		\$ 50,000					
Private Foundations		\$ 50,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Increased usage and revenue	\$ -	1,500	2,000	2,500	2,500		
Operating Budget Impact if NOT Completed:	17/18	18/19	19/20	20/21	21/22		
Ongoing and increased maintenance and repair	\$ 2,000	3,000	5,000	7,500	7,500		
Performance Measures:							
Increased use for public programs; increase in temporary exhibits housed in space; new and increased usage by historical non-profits.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -123,492							
Not Completing Project \$ -22,122							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	115 East Avenue D	San Angelo	Texas				
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Fort Concho Officers' Quarters 8 Reconstruction

Responsible Dept/Division:		Fort Concho		Project Manager:		Robert Bluthardt	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	15,000	250,000	-	-	-	-
							Total
							\$ 265,000
Description:							
The rear section of Officers' Quarters 8, interior and exterior, need stabilization, restoration, and substantial repairs. The inauthentic rear dormers will be removed and the roof support beams checked and reinforced with a new roof installed. The rear exterior needs full replacement of failing fascia boards, trim and windows, and the masonry of the rear hallway must be tied back to the main structure. This building hosts many fort and community meetings, rental events, kids eat summer program, several historical non-profits meetings, and special events. Its structural stability and appearance are critical to the fort's ability to serve its many constituents.							
Supporting planning document(s):							
Preliminary renovation plans have been completed by a local architect and funded by the fort concho foundation. Staff are researching private and foundation funding options.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		15,000	-		
		Construction		250,000	-		
		Other		-	-		
		Total	\$ 265,000	\$ -			
		Project Schedule:		% Complete			
		Design 2017		20%			
		Implementation 2018		0%			
		Funding Sources:		Amount			
		Fort Concho foundation, private donors, other foundations, undetermined		\$ 265,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and maintenance		\$ 5,000	5,000	5,000	5,000	5,000	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and maintenance		\$ 10,000	10,000	10,000	10,000	10,000	
Performance Measures:							
Reduced utility and maintenance costs; increased usage by fort programs; increased rentals							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -270,656							
Not Completing Project \$ -45,199							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	215 E. Avenue D	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Fort Concho Roof Replacement

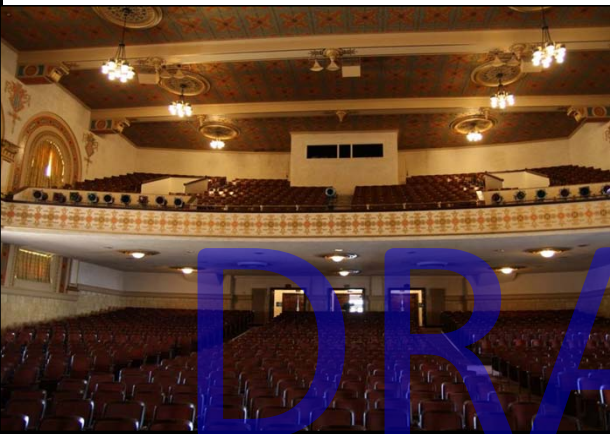
Responsible Dept/Division:		Fort Concho		Project Manager:		Robert Bluthardt		
Financial Plan:								
Prior Years	Budget 16/17	Projected						Total
		17/18	18/19	19/20	20/21	21/22	Future	
\$ 20,000	1,500	35,000	50,000	50,000	50,000	50,000	243,500	\$ 500,000
Description:								
Fort Concho has twenty original and reconstructed buildings with wood shingle roofs. Most date from the replacement after the 1995 storm. Over the next ten to fifteen years these roofs will begin to fail and thus endanger the valued and historic interiors and contents. In 2017, staff will create a plan and estimated cost for the eventual replacement of all these roofs.								
Supporting planning document(s):								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		-	-			
		Construction		500,000	20,000			
		Other		-	-			
		Total		\$ 500,000	\$ 20,000			
Project Schedule:					% Complete			
Design: 2017-2022					5%			
Implementation: 2018-2022					5%			
Funding Sources:					Amount			
State office fund					\$ 500,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
No Impact		\$ -	-	-	-	-		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22		
Increased cost for spot repairs and interior damage		\$ 3,000	5,000	10,000	20,000	40,000		
Performance Measures:								
Less funding spent for patchwork repairs, fewer interior leaks and less building damage.								
Notes:								
Ideally, these roofs would be replaced over a long time frame so that in the future they would need replacement on a staggered basis.								
Present Value of Future Cash Flows								
Completing Project \$ -212,998								
Not Completing Project \$ -67,795								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City				State		
1)	630 S. Oakes	San Angelo				Texas		
2)								
3)								

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Fort Concho Visitors' Center Restoration Improvements

Responsible Dept/Division:		Fort Concho		Project Manager:		Robert Bluthardt	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	200,000	1,300,000	-	-	-	-	-
							Total
							\$ 1,500,000
Description:							
Fort Concho proposes to renovate and adapt both Barracks 1 and 2 into a first-class visitor center to serve its thousands of annual guests. The current facility, dating from 1995, was a great improvement over its minimalist facilities in the Headquarters Building, but current guest needs and opportunities require an expanded and upgraded facility. The project should result in a small orientation theatre, two exhibit galleries for permanent and temporary displays, a western themed gift shop, improved storage and support space, attractive guest orientation spaces, and more efficient office space. These improvements should make the fort more attractive to both the casual visitor and the dedicated tourist.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		200,000	-		
		Construction		1,300,000	-		
		Other		-	-		
Total		\$ 1,500,000		\$ -			
Project Schedule:		Design: 2017		% Complete			
Implementation: 2018				0%			
				0%			
Funding Sources:				Amount			
Type B sales tax				\$ 1,000,000			
Private donations				\$ 500,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Increased revenue	\$ (17,500)	(17,500)	(17,500)	(17,500)	(20,000)		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increasing repairs and maintenance	\$ 15,000	15,000	15,000	15,000	20,000		
Performance Measures:							
Increased attendance; increased gift shop sales; increased tour revenue; additional media attention							
Notes:							
A request for qualifications has been issued for the renovation of barracks 1 and 2 into a new Visitor Center. The proposals will be opened and reviewed on February 11. Once an architectural firm is engaged, plans will be made with cost estimates. Plans will be reviewed by the fort staff, endorsed by the fort board, and approved by the city Council. Additional fundraising will occur as necessary in 2016 and 2017.							
Present Value of Future Cash Flows							
Completing Project \$ -1,375,317							
Not Completing Project \$ -72,017							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	630 South Oakes	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Auditorium Renovation

Responsible Dept/Division:		Parks & Recreation		Project Manager:		Carl White	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ 1,909,697	14,109,804	-	-	-	-	-	-
							Total
							\$ 16,019,501
Description:							
In cooperation with the San Angelo Performing Arts Coalition (SAPAC), the City will completely renovate the historic city auditorium. Renovation will include: new seating, new lights, new sound system, new rigging, fire suppression system, roof replacement, restroom renovations, theatrical lighting. To complement this work is construction of a backstage addition with loading dock, dressing rooms, storage and rehearsal spaces.							
Supporting planning document(s):							
Resolution of the City Council, December 1, 2015							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		737,300	912,300		
		Construction		11,082,201	6,213,340		
		Other		3,000,000	-		
		Total		\$ 14,819,501	\$ 7,125,640		
		Project Schedule:		% Complete			
		Design: 2014-5		100%			
		Implementation: 2016 - Jul 2017		50%			
		Funding Sources:		Amount			
		Type B sales tax		\$3,750,000			
		San Angelo Performing Arts Council		\$7,753,401			
		Risk Management		\$316,100			
		see notes below for other funding sources		\$4,200,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
No Impact		\$ -	-	-	-	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No Impact		\$ -	-	-	-	-	
Performance Measures:							
San Angelo Performing Arts Coalition believes a fully renovated facility will result in continuous use of the venue throughout the calendar year. In years past, the venue has accommodated approximately 65 events per year.							
Notes:							
Other funding: Development Corporation \$1,500,000; City of San Angelo \$2,500,000; Grant \$200,000							
Present Value of Future Cash Flows							
Completing Project \$ -14,109,804							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City		State			
1)	72 West College	San Angelo		Texas			
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Brentwood Neighborhood Park Renovation

Responsible Dept/Division:		Parks & Recreation		Project Manager:		Carl White	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	275,000	-	-	-	-	-	-
							Total
							\$ 275,000
Description:							
Renovate the existing neighborhood park with a picnic shelter/pavilion, a playground, walkways, lighting, and landscaping. This project was identified as needed due to several reasons: the playground equipment does not meet current national safety standards and has outlived its reasonable lifespan of up to twenty years; walkways are not fully accessible; picnic shelter/pavilions are recognized as highly needed by both the 2001 and 2005 updated parks, recreation, and open space master plan; the existing irrigation system is poor; park and security lighting needs to be improved; and the aesthetic quality of the park needs to be improved. This project will also include development of the 2003, 4 acre addition to this park with the Jefferson Street pond with walkways, pond access, picnic tables, benches, etc. Brentwood park was developed in the late 1950's and early 1960's.							
Supporting planning document(s):							
2001 and 2005 updated Parks, Recreation, and Open Space Master Plan Parks Department internal needs assessments							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		10,000	4,000		
		Construction		265,000	-		
		Other		-	-		
		Total	\$ 275,000	\$ 4,000			
		Project Schedule:		% Complete			
		Design: Spring to Summer 2016		40%			
		Implementation: Summer 2017		0%			
		Funding Sources:		Amount			
		Type B sales tax		\$ 275,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and Maintenance based on renovation value.		\$ 7,500	15,250	15,500	15,750	16,000	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Increase park visitation from an estimated 10,830 visitors each year to an estimated 16,245 visitors each year							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -337,733							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	1300 Block Howard	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Brown Neighborhood Park Renovation

Responsible Dept/Division:		Parks & Recreation		Project Manager:		Carl White	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Total
\$ -	-	-	-	50,000	-	-	\$ 50,000
Description:							
Renovate the existing neighborhood park with a picnic shelter/pavilion, a playground, walkways, lighting, and landscaping. This project was identified as needed due to several reasons: the playground equipment does not meet current national safety standards and has outlived its reasonable lifespan of up to twenty years; walkways are not fully accessible; picnic shelter/pavilions are recognized as highly needed by both the 2001 and 2005 updated parks, recreation, and open space master plan; the existing irrigation system is poor; park and security lighting needs to be improved; and the aesthetic quality of the park needs to be improved. Brown park was developed in 1952 and has not been renovated since that time.							
Supporting planning document(s):							
2001 and 2005 updated Parks, Recreation, and Open Space Master Plan Parks Department internal needs assessments							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		50,000	-		
		Other		-	-		
Total		\$ 50,000	\$ -				
Project Schedule:				% Complete			
Design: Spring to Summer 2017				0%			
Implementation: Fall 2017 to Summer 2018				0%			
Funding Sources:				Amount			
Type B sales tax				\$ 50,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and Maintenance based on renovation value.		\$ -	-	-	2,000	3,000	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Increase park visitation from an estimated 3,415 visitors each year to an estimated 8,830 visitors each year.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -49,421							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	300 Block Johnson Street and W Twohig Ave.	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Civic League Park--Botanical Garden

Responsible Dept/Division: Parks		Project Manager: Roger Havlak						
Financial Plan:								
Prior Years	Budget 16/17	Projected				Total		
		17/18	18/19	19/20	20/21	21/22	Future	
\$ -	-	-	1,950,000	-	-	-	-	\$ 1,950,000
Description:								
Civic League Park is the oldest park in San Angelo and home to the international water lily collection. For many years, Park's staff has been interested in establishing a botanical garden at this site. The initial step would be the development of a master plan. With City Council's approval in 2016, Park's staff has been collaborating with a community group who plans to obtain a 501(c)(3) status and potentially lease and operate this facility through the collection of donations, grants, etc. Amenities would include such items as: educational building, parking lot, extensive sidewalks/trails, new landscape plantings, tables/benches, trail lights, new irrigation, perimeter fence, walk-over bridge, etc.								
Supporting planning document(s):								
2012 Parks, Recreation Open Space Master Plan; Parks and Recreation internal needs assessment; October 18, 2016 City Council meeting minutes								
		Project Cost:		Estimated	Project-to-Date			
		ROW/Easements/Land		-	-			
		Design		100,000	-			
		Construction		1,800,000	-			
		Other		50,000	-			
Total		\$ 1,950,000	\$ -					
Project Schedule:		% Complete						
Design: 2018		0%						
Implementation: 2019		0%						
Funding Sources:		Amount						
Undetermined		\$ 1,950,000						
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22		
Maintenance and operation if not leased (design is not complete)	\$ -	-	99,000	109,000	120,000			
Operating Budget Impact if NOT Completed:	17/18	18/19	19/20	20/21	21/22			
No impact	\$ -	-	-	-	-			
Performance Measures:								
To enhance the park and increase visitation by 50%								
Notes:								
Present Value of Future Cash Flows								
Completing Project \$ -2,107,489								
Not Completing Project \$ 0								
Location of Project (provide at least one of the following locators for each project location):								
Address:	Street Address	City	State					
1)	2 South Park Street	San Angelo	Texas					
2)								
3)								

City of San Angelo, Texas 2017-2022 Capital Improvement Plan

Dog Park

Responsible Dept/Division:		Parks & Recreation		Project Manager:		Carl White	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	78,000	-	-	-	-	-	-
							Total
							\$ 78,000
Description:							
Currently, it is standard practice for a city our size to provide at least 1 dog park. Our benchmark cities currently provide one, including Abilene "Camp Barkley." In addition, a dog park ranked as the #2 recreation facility desired by the public in the 2012 Parks, Recreation and Open Space Master Plan. Our proposal is to provide a dog park, encompassing about 3 acres, in the vicinity of College Hills Blvd. and Middlebrook Ln. adjacent to the Red Arroyo Trail parking lot. Development at this location includes fencing, lights, benches, drinking fountain and signs.							
Supporting planning document(s):							
2012 Parks, Recreation and Open Space Master Plan							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		2,000	2,000		
		Construction		76,000	36,000		
		Other		-	-		
		Total	\$ 78,000	\$ 38,000			
		Project Schedule:		% Complete			
		Design: 2016		100%			
		Implementation: 2017		48%			
		Funding Sources:		Amount			
		Local Fund Raising		\$ 66,000			
Type B Sales Tax Funds		\$ 12,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and maintenance		\$ -	3,500	3,500	3,550	-	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Increase number of park visitors annually.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -87,528							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	College Hills Blvd. and Middlebrook Lane	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Middle Concho Park Main Boat Ramp Improvements

Responsible Dept/Division:		Parks & Recreation		Project Manager:		Carl White	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	471,000	-	-	-	-	-	-
		Total					
		\$ 471,000					
Description:							
Project includes the complete renovation of the main boating ramp at Middle Concho Park at Lake Nasworthy. The ramp would be widened from 2 to 4 lanes, additional parking would be provided, a new restroom facility with showers would be added, lighting improvements made, new signage added and improvements to walkways made and docking made. This project includes design work and permitting costs.							
Supporting planning document(s):							
Parks, Recreation and Open Space Master Plan adopted by City Council on October 16, 2012.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		34,000	-		
		Construction		425,000	-		
		Other		12,000	-		
Total		\$ 471,000	\$ -				
Project Schedule:		% Complete					
Design: N/A		0%					
Implementation: 2017		0%					
Funding Sources:		Amount					
Potential TPWD State Boating Access Grant		\$ 353,250					
Undetermined		\$ 117,750					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and Maintenance	\$ 5,000	5,100	5,200	5,300	5,400		
Increased gate fee revenue	(6,000)	(6,500)	(7,000)	(7,500)	(8,000)		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact	\$ -	-	-	-	-		
Performance Measures:							
Increase the Middle Concho Park entrance gate fee revenues by an estimated 15-20% due to increased usage. Increase the Middle Concho Park entrance gate fee revenues by an estimated 15-20% due to increased usage.							
Notes:							
We are still waiting on the grant documents from TPWD as of January 2017.							
Present Value of Future Cash Flows							
Completing Project \$ -462,987							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	Middle Concho East & West/Red Bluff Rd.	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Restroom Facilities, Neighborhood Parks

Responsible Dept/Division:		Parks & Recreation		Project Manager:		Carl White	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Total
\$ -	-	180,000	240,000	180,000	-	-	\$ 600,000
Description:							
This capital improvement project involves the addition of restroom facilities at selected, high-use, neighborhood parks. Typically, due to their size, location, and lower rates of visitation, neighborhood parks are not programmed for the inclusion of restroom facilities. However, some San Angelo neighborhood parks would greatly benefit from the inclusion of restroom facilities due to their high-rates of visitation. These parks include: Martin Luther King, Jr. Memorial Park, Glenmore Park, and Civic League Park. The first two parks have undergone fairly recent renovations and currently have temporary restroom facilities. City Council has authorized that these three parks have permanent restroom facilities programmed into their design.							
Supporting planning document(s):							
City Council identified park restrooms as a high priority at the February 2015 vision planning meeting.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		540,000	-		
		Other		60,000	-		
Total		\$ 600,000	\$ -				
Project Schedule:				% Complete			
Design: N/A				0%			
Implementation: 2015				0%			
Funding Sources:				Amount			
Undetermined				\$ 600,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Current rates of maintenance for parks restrooms x 3	\$ -	24,000	36,500	37,500	39,000		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact	\$ -	-	-	-	-		
Performance Measures:							
Increases the number of "fixed facility" restroom toilets from 0 to 4 at each park where they are added.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -681,721							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	2121 Martin Luther King, Jr.	San Angelo	Texas				
2)	2 S. Park St.	San Angelo	Texas				
3)	85 Paint Rock Rd.	San Angelo	Texas				

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Rio Concho Community Park & Texas Bank Sports Complex

Responsible Dept/Division:		Parks & Recreation		Project Manager:		Carl White	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	708,744	-	-	-	-	-	-
							Total
							\$ 708,744
Description:							
This project includes a restroom at quad 2 which was not originally envisioned but is now needed based on our experience with rentals, events and tournaments. It also includes a pavilion that is needed because the park is intended to serve as a community park but currently can't meet that need unless a pavilion is added which would help to better host community events, private events and general park usage. Safety netting is also needed at the backstops of most of the fields.							
Supporting planning document(s):							
2012 Parks, Recreation and Open Space Master Plan. Parks and Recreation internal needs assessment.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		50,000	-		
		Construction		658,744	-		
		Other		-	-		
Total		\$ 708,744		\$ -			
Project Schedule:				% Complete			
Design: 2016				100%			
Implementation: 2017				0%			
Funding Sources:				Amount			
Type B Sales Tax				\$708,744			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and maintenance	\$ -	20,000	21,000	22,000	23,000		
Approximately \$20,000 annually once implemented in 2020							
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact	\$ -	-	-	-	-		
Performance Measures:							
Pavilion: to increase community park attendance from an estimated 5,415 to an anticipated 14,600 visitors each year.							
Restrooms: to increase the number of tournaments, rentals and special events.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -784,990							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	1822 River Drive	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Santa Rita Neighborhood Park Renovation

Responsible Dept/Division:		Parks & Recreation		Project Manager:		Carl White	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	-	175,000	-	-	-	-
							Total
							\$ 175,000
Description:							
Renovate the existing neighborhood park to meet the desires of the neighborhood (Greater Santa Rita Home Owners' Association) and adjacent Santa Rita Elementary School. Improvements could likely include a new irrigation system, walkways, lighting, unique play features, tennis court refurbishment, picnic areas, some landscaping and general park improvements.							
Supporting planning document(s):							
2012 Parks, Recreation and Open Space Master Plan. Parks and Recreation internal needs assessment.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		15,000	-		
		Construction		160,000	-		
		Other		-	-		
Total		\$ 175,000		\$ -			
Project Schedule:		% Complete					
Design: Spring to Summer 2018		0%					
Implementation: Fall to Summer 2019		0%					
Funding Sources:		Amount					
Type B sales tax		\$ 89,500					
HOA fundraising (estimated)		\$ 85,500					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and Maintenance		\$ -	-	15,500	15,700	16,000	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
To create park visitation to an anticipated rate of 10,830 visitors each year.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -204,684							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City			State		
1)	111 South Madison Street	San Angelo			Texas		
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

South Concho Park Main Boat Ramp Improvements

Responsible Dept/Division:		Parks & Recreation		Project Manager:		Carl White	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	-	438,600	-	-	-	-
							Total
							\$ 438,600
Description:							
Project includes the complete renovation of the main boating ramp at South Concho Park at Lake Nasworthy. The ramp would be widened from 2 to 4 lanes, additional parking would be provided, a new restroom facility with showers would be added, lighting improvements made, new signage added and improvements to walkways made and docking made. This project includes design work and permitting costs.							
Supporting planning document(s):							
Parks, Recreation and Open Space Master Plan adopted by City Council on October 16, 2012.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		32,000	-		
		Construction		395,000	-		
		Other		11,600	-		
Total		\$ 438,600	\$ -				
Project Schedule:				% Complete			
Design: 2017				0%			
Implementation: 2018				0%			
Funding Sources:				Amount			
Potential TPWD State Boating Access Grant				\$ 328,950			
Undetermined				\$ 109,650			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and Maintenance	\$ -	-	-	8,150	8,300	8,450	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact	\$ -	-	-	-	-	-	
Performance Measures:							
Double the number of boats that can utilize the ramp at one time from 2 to 4.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -431,484							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	850 South Concho Drive	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
South Concho Park Trail

Responsible Dept/Division:		Parks & Recreation		Project Manager:		Carl White	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	-	200,000	-	-	-	-
							Total
							\$ 200,000
Description:							
We have a fantastic opportunity to meet the basic recreation needs of thousands of San Angeloans by adding about 1.25 miles of river trail by connecting the trail from Bell Street to Lone Wolf Dam (and possibly later to Glenmore Park). This trail would connect Glenmore Park in the south to Harmon Pak in the north, providing a 5.5 miles trail through San Angelo along the rivers. The provision of hike and bike trails was the recreation facility improvement identified as the most important in the 2012 Parks, Recreation and Open Space Master Plan.							
Supporting planning document(s):							
2012 Parks, Recreation and Open Space Master Plan							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		10,000	-		
		Construction		190,000	-		
		Other		-	-		
		Total		\$ 200,000	\$ -		
Project Schedule:		% Complete					
Design: 2018		0%					
Implementation: 2019		0%					
Funding Sources:		Amount					
Possible TPWD Grant		\$ 160,000					
Undetermined		\$ 40,000					
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and maintenance	\$ -	-	2,000	2,000	2,000		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact	\$ -	-	-	-	-		
Performance Measures:							
Increase visitors to the park by at least 12,000/year. Immeasurable increased health benefits.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -192,085							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	850 South Concho Park Drive	San Angelo	Texas				
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Splash Pad

Responsible Dept/Division:		Parks & Recreation		Project Manager:		Carl White	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	-	-	500,000	-	-	-
							Total
							\$ 500,000
Description:							
Love Municipal Pool was renovated and reopened to the public the spring of 2012. We have had 4 successful summers (and expect more) and revenues have been over direct expenses. City Council previously authorized the net income to be allowed to be saved for future improvements. As part of the original project, we didn't have funds to develop the area to the west of the pool. We envision this area being developed with a splash pad, restrooms, sitting areas and possibly a pavilion. This will make the pool more marketable and add recreation value as well as revenue.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		50,000	-		
		Construction		450,000	-		
		Other		-	-		
Total				\$ 500,000	\$ -		
		Project Schedule:		% Complete			
		Design: 2019		0%			
		Implementation: 2020		0%			
		Funding Sources:		Amount			
		Potential Pool Performance Fund		\$ 250,000			
		Potential Hotel Occupancy Tax Fund		\$ 100,000			
		Type B Sales Tax Fund		\$ 150,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and maintenance		\$ -	-	15,000	15,500	16,000	
Increased revenue		-	-	(35,000)	(35,000)	(35,000)	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact		\$ -	-	-	-	-	
Performance Measures:							
Increase pool attendance annually by about 5,000 visitors with a potential annual revenue increase of about \$35,000.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -400,350							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City		State			
1)	18 East Avenue A	San Angelo		Texas			
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Sunken Garden Park and Sculpture Garden

Responsible Dept/Division:		Parks & Recreation		Project Manager:		Carl White	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Total
\$ -	-	550,000	-	-	-	-	\$ 550,000
Description:							
Landscape refurbishment of sunken garden park with enhancements to improve access and enjoyment of the new sculpture garden. Improvements to include a new irrigation system, improved accessibility with ramps and stairs, walkways to and around the sculptures and improved lighting.							
Supporting planning document(s):							
2012 Parks, Recreation and Open Space Master Plan.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		50,000	-		
		Construction		500,000	-		
		Other		-	-		
Total		\$ 550,000		\$ -			
Project Schedule:				% Complete			
Design: 2017				0%			
Implementation: 2018				0%			
Funding Sources:				Amount			
Potential Grants, Private Fundraising				\$ 550,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and Maintenance	\$ -	6,000	6,000	6,000	6,000		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact	\$ -	-	-	-	-		
Performance Measures:							
Increase visitation to the park and sculpture garden by about 12,000 visitors a year.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -552,927							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	704 South David Street	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Unidad (College Hills) Park Improvements

Responsible Dept/Division: Parks		Project Manager: Carl White					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	350,000	-	-	-	-	-
							\$ 350,000
Description:							
Renovate the existing playground site with a new updated playground fall zone material at this neighborhood park. This project was identified as needed for several reasons: the existing poured-in-place playground fall zone material is outdated and annual maintenance costs have increased over the years in order to meet national safety standards; increased frequency of patch work; color has faded on most areas; stability of the material is lacking; current playground fallzone material is over 17 years old; life span for this product is usually only 10 to 12 years.							
Supporting planning document(s):							
2012 Parks, Recreation Open Space Master Plan. Parks and Recreation internal needs assessment.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		\$5,000	-		
		Construction		\$345,000	-		
		Other		-	-		
Total		\$ 350,000	\$ -				
Project Schedule:				% Complete			
Design: Winter 2018				0%			
Implementation: Spring 2018 to Winter 2019				0%			
Funding Sources:				Amount			
Type B sales tax				\$175,000			
Grants				\$175,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Maintenance	\$ -	400	1,400	2,400	3,400		
Operations	-	600	600	600	600		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increased maintenance and repair costs	\$ 20,000	4,000	5,000	6,000	7,000		
Performance Measures:							
To increase annual park visitation by 15%; reduce current annual playground maintenance costs by 50%							
Notes:							
Additional expense of sealer required every 5 years at \$15,000							
Present Value of Future Cash Flows							
Completing Project \$ -347,027							
Not Completing Project \$ -38,724							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	3245 Vista Del Arroyo Drive	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Emergency Generator

Responsible Dept/Division: Police Department		Project Manager: Chief Frank Carter					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	97,000	-	-	-	-	-
							\$ 97,000
Description:							
The generators and transfer switches at the Public Safety Communications Center and at the radio tower sites are 16 years old and outdated. These generators are responsible for providing power to emergency systems (including the radio system) when shore power is not available. This means that they are of extreme importance to all operations of the city and for public safety. The upgrade of these vital systems would ensure the smooth continued operation of the Public Safety Communications Center while at the same time provide some cost savings as these older systems could be utilized in some not as critical locations for the city. This project should also include the implementation of updated uninterrupted power supply (UPS) and transfer switch. Failure of any portion of this system could mean catastrophic failure for public safety, including police, fire and ambulance response.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		-	-		
		Other		97,000	-		
Total		\$ 97,000	\$ -				
Project Schedule:				% Complete			
Design: N/A				0%			
Implementation: 2018				0%			
Funding Sources:				Amount			
Undetermined				\$ 97,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operating and maintenance costs should decrease slightly, however we expect no significant change in operating costs.		\$ (500)	(500)	(500)	(500)	(500)	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increase in repair costs as equipment ages		\$ 12,500	15,000	20,000	25,000	25,000	
Performance Measures:							
A new generator is required to maintain a higher standard of security and performance for public safety. Older equipment is unreliable.							
Notes:							
This system is part of the critical infrastructure surrounding public safety. Both Police and Fire Departments need this failover capability in the event of electrical failure. This generator system (with other components) provides operating power to the public safety communications department, including computer system dispatching systems and radio system. Failure of this generator would significantly affect the ability of Police and fire department to respond to any emergency call.							
Present Value of Future Cash Flows							
Completing Project \$ -91,496							
Not Completing Project \$ -87,059							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	323 East Beauregard	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Mobile Command Center Storage Facility

Responsible Dept/Division: Police Department		Project Manager: Chief Frank Carter					
Financial Plan:							
Prior Years	Budget 16/17	Projected				Total	
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	100,000	-	-	-	-	-
							\$ 100,000
Description:							
The Police Department has a mobile command center that is used at various events around the city and at critical calls. This unit cost \$180,000 in 2008 and is currently housed at the city shop but is not covered. There is a lot of electronic equipment mounted on top and on the sides of the command center that need to be protected from the weather. Being exposed to the sun is causing damage to the exterior of the command center. This command center needs to be able to be deployed any time under any circumstances. The storage facility would protect it from dangerous weather and allow it to be ready to be deployed when needed.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		100,000	-		
		Other		-	-		
Total		\$ 100,000		\$ -			
		Project Schedule:		% Complete			
		Design: 2017		0%			
		Implementation: 2018		0%			
		Funding Sources:		Amount			
		Undetermined		\$ 100,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Cost of electric service to the facility	\$ 950	975	1,000	1,025	1,050		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Repairs to Mobile Command Center	\$ 6,000	8,000	10,000	12,000	12,000		
Performance Measures:							
Having the mobile command center protected will ensure that it is ready to deploy in the event of a natural disaster. The building will protect the mobile command center and all components from the weather.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -101,168							
Not Completing Project \$ -42,897							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	401 East Beauregard	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan

Police Department Administration Building

Responsible Dept/Division:		Police Department		Project Manager:		Chief Frank Carter	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ 135,067	-	25,775,000	-	-	-	-	-
							Total
							\$ 25,910,067
Description:							
The current police department administration building was constructed in 1963 and was originally designed to house the Police Dept., Municipal Court, and a city jail. At the present time, the SAPD is housed in six separate facilities. In 2011 an architect firm completed a feasibility analysis of the current facility and future needs. The analysis cited the following deficiencies: 1. Lack of adequate square footage 2. Lack of code compliance (ADA and life safety) 3. Separation of public and staff areas 4. Inadequate building systems (electrical, plumbing, HVAC, etc.) 5. Lack of public and staff parking 6. Structural concerns (both at headquarters bldg. and auxiliary facilities). The probable steps in the project are: 1. Site selections and acquisition 2. Design 3. Construction. A headquarters building of approximately 108,000 sq. ft. and a parking structure are suggested. Site costs are estimated at \$775,000 to \$2 million. Building cost at \$22 to \$23 million (\$220 to \$230 sq.ft.) and parking structure \$1.25 to \$1.75 million.							
Supporting planning document(s):							
Assessment & Feasibility analysis are available upon request.							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		775,000	-		
		Design		500,000	-		
		Construction		24,500,000	-		
		Other		135,067	135,067		
Total		\$ 25,910,067	\$ 135,067				
Project Schedule:				% Complete			
Design: 2013				0.5%			
Implementation: 2018				0%			
Funding Sources:				Amount			
General Fund				\$ 135,067			
Undetermined				\$ 20,775,000			
Future bond issue				\$ 5,000,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Reduced utility and maintenance costs.		\$ (35,000)	(60,000)	(60,000)	(60,000)	(60,000)	
Revenue from community room rental and additional training programs.							
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increases in maintenance and updates such as HVAC, Plumbing, Electrical, and ADA compliance. (Renovations of current facility would increase the estimated costs by 3 to 5 times the amounts listed.)		\$ 50,000	50,000	50,000	50,000	50,000	
Performance Measures:							
Reduce repair costs, increased office space, increased parking, increased security inside and around building, updated technology in building, and exposure to potential litigation for ADA and injury will be greatly reduced.							
Notes:							
Present Value of Future Cash Flows							
Completing Project \$ -25,527,968							
Not Completing Project \$ -225,996							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	401 East Beauregard	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Public Information Studio

Responsible Dept/Division:		Public Information		Project Manager:		Anthony Wilson	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	500,000	-	-	-	-	-	-
							Total
							\$ 500,000
Description:							
Public Information lacks a studio facility designed and equipped to yield high-quality programming for San Angelo TV. Instead, Public Information sets up a makeshift "studio" each time it shoots its interview show and other programming. This results in inconsistent lighting, sound and camera angles, and prevents the use of green screen technology. PEG (public, educational and governmental channel) fees have given the City a funding source to pay for a studio facility that would also house Public Info staff offices, thus freeing valuable space in City Hall, and yielding operational efficiency, a better work product and, if it could accommodate the police department's public info staff, greater cooperation and synergy disseminating public information. We have and are considering many options, including purchase of a downtown property. The cost will depend entirely upon the site chosen, its condition and design and renovation costs.							
Supporting planning document(s):							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		200,000	-		
		Design		50,000	-		
		Construction		250,000	-		
		Other		-	-		
Total		\$ 500,000	\$ -				
Project Schedule:				% Complete			
Design: 2017				0%			
Implementation: 2018				0%			
Funding Sources:				Amount			
PEG Fees				\$ 500,000			
Operating Budget Impact if Completed:							
	17/18	18/19	19/20	20/21	21/22		
Utilities (electric, water, gas, stormwater)	\$ 650	650	700	700	700		
Copier	1,200	1,200	1,200	1,200	1,200		
Operating Budget Impact if NOT Completed:							
	17/18	18/19	19/20	20/21	21/22		
No Impact	\$ -	-	-	-	-		
Performance Measures:							
Number of studio programs							
Notes:							
Public Information would need a budget for utilities and other needs (ex. copier) if it were to move into its own facility. The department doesn't currently pay those costs in City Hall. We anticipate other operations could be co-located in a Public Information facility, which would help defray costs. Depending upon circumstances, co-location could free City properties for other uses or to be sold and returned to the tax roll. PEG fees are restricted to capital improvements that result in the production of content for a PEG channel such as SATV; this project would qualify for their use.							
Present Value of Future Cash Flows							
Completing Project \$ -508,493							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	72 W College Ave.	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Santa Fe Train Depot Improvements

Responsible Dept/Division:		Real Estate		Project Manager:		Cindy Preas	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ 61,360	-	37,500	15,500	49,500	-	-	-
							Total
							\$ 163,860
Description:							
The historic Orient-Santa Fe Depot was built in 1909 as the headquarters for the Texas Corporation of the KCM&O Railroad. This proposed project includes: materials & labor to repair interior ceiling, windows, termite treatment, new security lights, air intake/exhaust, ductless air conditioning system, rekey door closures (\$41,250), landscape, repave/seal blacktop (\$17,050) and paint exterior (\$54,450). In May 1997, the transit department moved in and shared the downstairs with the museum staff. The parking lot shows signs of stress due to the weight of transit buses. The transit department vacated the premises in January 2007, since that time the entire structure has been leased by Santa Fe Depot, Inc.							
Supporting planning document(s):							
Annual Building Inspection Form							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	-		
		Construction		65,000	-		
		Other		37,500	-		
Total		\$ 102,500	\$ -				
Project Schedule:				% Complete			
Design: N/A				0%			
Implementation: 2017				0%			
Funding Sources:				Amount			
Undetermined				\$ 102,500			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Reduced repairs and maintenance	\$ (16,000)	(20,000)	(24,000)	(79,700)	(20,000)		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Increased Maintenance Cost	\$ 16,000	20,000	24,000	28,000	28,000		
Exterior Painting every 8-10 years	-	-	-	51,700	51,700		
Performance Measures:							
Increase in visitor and public bookings.							
Notes:							
The City of San Angelo acquired the historic building on November 15, 1993. The depot celebrated its 100th anniversary in September 2010. The depot is one of the most recognized and most photographed landmarks in the City of San Angelo. In April 2008, a major storm hit San Angelo and caused: tile damage on the roof, water damage to the interior ceiling, window damage, and dormer damage. In 2009, the City has spent \$61,360 to paint the exterior, install new gutters, repair storm damage (replace broken roof tiles and rehab dormer windows).							
Present Value of Future Cash Flows							
Completing Project \$ 46,824							
Not Completing Project \$ -192,603							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	703 South Chadbourne	San Angelo	Texas				
2)							
3)							

**City of San Angelo, Texas
2017-2022 Capital Improvement Plan**

Spur Parking Garage Renovation and Repair

Responsible Dept/Division:		Real Estate		Project Manager:		Cindy Preas	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	-	66,000	2,343,000	-	-	-	-
							Total
							\$ 2,409,000
Description:							
The spur parking garage services the downtown area including the new Stephen Central Library. The spur parking garage must be renovated and repaired to meet city code regulations. Primary structural steel members must be: cleaned and sandblasted; apply coating and paint for rust protection; reinforce and/or replace specific structural steel members, replacing existing staircase in its entirety. In addition, include the demolition of existing second, third and fourth level floor systems. Floor system removal will include removal of existing steel decks and reinforced concrete support slabs. Other features may include removal of any existing light poles and fixtures, restriping, tire stop replacement, and updated signs. It is recommended the project be completed in one phase. If project is broken up into three phases costs are considerably higher. \$2,409,000 is a cost estimate based on 32% increase over 2012 estimate of \$1,825,000.							
Supporting planning document(s):							
Forensic Report, Construction Documents of Plans and Specifications, Survey, and Lab Testing							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		66,000	-		
		Construction		1,980,000	-		
		Other		363,000	-		
Total		\$ 2,409,000		\$ -			
Project Schedule:					% Complete		
Design: N/A					0%		
Implementation: 2017					0%		
Funding Sources:					Amount		
Undetermined					\$ 2,409,000		
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Increase in maintenance - annual testing of support beams (per structural engineer)		\$ 35,000	35,000	35,000	35,000	35,000	
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
Loss of revenue - rental parking slots		\$ 20,000	20,000	20,000	20,000	20,000	
Performance Measures:							
Property revenue will increase based on rental parking slots.							
Notes:							
On October 2010, the structural integrity of the spur parking garage was assessed to determine the factors contributing to corrosion of steel components. On March 5, 2011, closure of floors 2-4 after load analysis revealed the primary structural building steel components cannot withstand the associated loading and will require bracing in the transverse direction.							
Present Value of Future Cash Flows							
Completing Project \$ -2,410,897							
Not Completing Project \$ -90,399							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City		State			
1)	30 W. Twohig	San Angelo		Texas			
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
29th Street Sports Complex Renovation

Responsible Dept/Division:		Recreation		Project Manager:		Brent Casey	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ 100,000	-	1,650,000	-	-	-	-	-
							Total
							\$ 1,750,000
Description:							
The intent of the renovation is to co-locate much needed practice fields at the 29th Street Complex location in order to maximize efficiencies, minimize maintenance costs, and to provide with new fields and facilities. The current intent is to develop a total of five fields, three multi-purpose fields measuring 225', one major league field measuring 315', and one practice field. The three multi-purpose fields may be utilized for practices, extra fields for league games to include, softball, kickball, and flag football. The one larger field outfield may be used for flag football, and the practice field may be used as a multi-purpose field as well, not having a fence. New concession and restrooms, two updated parking areas, lighting, fence, and other improvements are also included. The City provides all landscape maintenance. Northern Little League currently plays on one field at the 29th Street Complex (the only field remaining after the complex was converted to mostly open space) and four fields at the 19th Street location (counting the challenger field). The City provides all landscape maintenance. The League provides facility maintenance and programming.							
Supporting planning document(s):							
2001 and 2005 Parks and Recreation Master Plan							
		Project Cost:		Estimated	Project-to-Date		
		ROW/Easements/Land		-	-		
		Design		-	100,000		
		Construction		1,650,000	-		
		Other		-	-		
Total		\$ 1,650,000	\$ 100,000				
Project Schedule:				% Complete			
Design: Summer 2016				100%			
Implementation: 2017				0%			
Funding Sources:				Amount			
Type B Sales Tax				\$ 1,750,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Operations and Maintenance	\$ 80,000	90,000	110,000	110,000	110,000		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact	\$ -	-	-	-	-		
Performance Measures:							
To increase the number of fields to five usable play and practice fields to include t-ball, fast pitch softball, baseball, and practice areas for other sports such as flag football and soccer.							
Notes:							
The City only provides landscape maintenance at this location which is leased from the United States Army Corps of Engineers. Under this agreement we are responsible to provide recreation activities and maintain the land for use of recreation activities. Currently we are not upholding this agreement. Parks has brought up a new position will be needed to maintain the fields once they are up and running fully, which will take a couple of years.							
Present Value of Future Cash Flows							
Completing Project \$ -2,044,330							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	2929 Golf Course Rd	San Angelo	Texas				
2)							
3)							

City of San Angelo, Texas
2017-2022 Capital Improvement Plan
Recreation Centers' Improvements

Responsible Dept/Division:		Recreation		Project Manager:		Brent Casey	
Financial Plan:							
Prior Years	Budget 16/17	Projected					
		17/18	18/19	19/20	20/21	21/22	Future
\$ -	85,000	-	-	-	-	-	-
							Total
							\$ 85,000
Description:							
Install air conditioning units at each recreation center's gym (Carl Ray and Southside). Currently the two gyms do not have air conditioning. The summer temperatures in the gym reach over 100 degrees. The gyms are used for summer camps from 7:30 am to 5:30 pm during summer months (Monday - Friday). Afternoon hours have to be cut in the gymnasium due to the heat and limited to meeting rooms for campers. Limited athletic programs take place after 6 pm but the gyms are still extremely hot for players and fans.							
Supporting planning document(s):							
							
Project Cost:		Estimated		Project-to-Date			
ROW/Easements/Land		-		-			
Design		-		-			
Construction		85,000		-			
Other		-		-			
Total		\$ 85,000		\$ -			
Project Schedule:				% Complete			
Design: N/A				0%			
Implementation: 2017				0%			
Funding Sources:				Amount			
Undetermined				\$ 85,000			
Operating Budget Impact if Completed:		17/18	18/19	19/20	20/21	21/22	
Increased electrical costs	10,000	10,000	10,000	10,000	10,000		
Increased revenue for summer camps & sport leagues	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)		
Operations and maintenance	6,100	6,100	6,250	6,250	6,500		
Operating Budget Impact if NOT Completed:		17/18	18/19	19/20	20/21	21/22	
No impact	\$ -	-	-	-	-	-	
Performance Measures:							
Increase the revenue program opportunities to include the use of the gym, currently no program takes place from Noon-6:00 pm.							
Notes:							
Cool roof was installed in FY 16/17 at both facilities.							
Present Value of Future Cash Flows							
Completing Project \$ -149,335							
Not Completing Project \$ 0							
Location of Project (provide at least one of the following locators for each project location):							
Address:	Street Address	City	State				
1)	1103 N Farr St.	San Angelo	Texas				
2)	2750 Ben Ficklin	San Angelo	Texas				
3)							



Future Projects

Level 3



City of San Angelo
2017-2022

DRAFT



City of San Angelo

Level 3 Future Projects

Division	Project Title	Project Cost
Civic Events	Coliseum Acoustical Banners	150,000
Civic Events	Coliseum Ice Plant	75,000
Civic Events	Coliseum Renovation or Replacement	25,000,000
Civic Events	Bill Aylor Sr. Memorial River Stage Renovations	2,000,000
Civic Events	Coliseum Entryway Improvements	100,000
Civic Events	Convention Center Walkway	100,000
Civic Events	El Paseo de Santa Angela Renovations	2,500,000
Emergency Mgmt	Emergency Operations Center (EOC) Generator Replacement	50,000
Engineering	Remediation of Drainage Issue: 24th St. at Blum St.	3,749,220
Engineering	Remediation of Drainage Issue: 30th Street at Day Elementary	345,600
Engineering	Remediation of Drainage Issue: Beauregard Ave. – Campus to North Concho	2,986,335
Engineering	Remediation of Drainage Issue: Bell Street at Koberlin St.	2,818,530
Engineering	Remediation of Drainage Issue: Bradford St. at 24th St.	688,095
Engineering	Remediation of Drainage Issue: Coke St. at East Angelo Draw	2,039,310
Engineering	Remediation of Drainage Issue: College Hills at North Fork of Red Arroyo	4,782,105
Engineering	Remediation of Drainage Issue: College Hills Blvd. at the South Fork of the Red Arroyo	4,706,910
Engineering	Remediation of Drainage Issue: Glenwood Dr. – Harrison to Greenwood	1,009,530
Engineering	Remediation of Drainage Issue: Glenwood Dr. @ Howard	1,055,295
Engineering	Remediation of Drainage Issue: Goodfellow Draw at Evelyn Ave.	1,317,600
Engineering	Remediation of Drainage Issue: Howard St. at Brentwood Park	59,130
Engineering	Remediation of Drainage Issue: Howard Street from North to Webster	397,305
Engineering	Remediation of Drainage Issue: Lester Ln. at Tres Rios Dr.	140,535
Engineering	Remediation of Drainage Issue: Lindenwood Dr. at Vista Del Arroyo	746,955
Engineering	Remediation of Drainage Issue: Loop 306 Access Road at Eckerd's	2,279,340
Engineering	Remediation of Drainage Issue: Madison St – Avenue J to Algerita	232,065
Engineering	Remediation of Drainage Issue: Monroe St. at Sulfur Draw Park	615,870
Engineering	Remediation of Drainage Issue: Pecan St at 3rd St.	970,785
Engineering	Remediation of Drainage Issue: Preusser St – Lowrie to Schroeder	785,700
Engineering	Remediation of Drainage Issue: Regent Blvd. at Gordon Blvd.	2,879,145
Engineering	Remediation of Drainage Issue: Southwest Blvd. at the South Fork of the Red Arroyo	4,790,880
Engineering	Remediation of Drainage Issue: Sul Ross St. at Sunset Dr.	1,662,390
Engineering	Remediation of Drainage Issue: Taylor St, at Conchita St.	3,356,370
Engineering	Remediation of Drainage Issue: 400 Block of E. 14th St	8,000,000
Engineering	Reconstruction of Concho Avenue from Hwy. 87 to Randolph Street	1,011,900
Engineering	Reconstruction of Edmund Blvd. from Van Buren to Howard St.	858,200

City of San Angelo

Level 3 Future Projects

Division	Project Title	Project Cost
Engineering	Reconstruction of Jefferson St. from Junius St. to Houston Harte	3,433,117
Engineering	Reconstruction of 19th St. from Concho River to Lillie St.	2,045,350
Engineering	Reconstruction of 28th St. from 29th St. to Armstrong St.	822,017
Engineering	Reconstruction of 29th St. from Bryant Blvd to Armstrong St.	8,978,680
Engineering	Reconstruction of 37th St. from Bell St. to Pruitt Dr.	455,983
Engineering	Reconstruction of 41st St. from Coliseum Dr. to Bowie St.	2,483,017
Engineering	Reconstruction of 42nd St. from Coliseum Dr. to Armstrong St.	4,656,133
Engineering	Reconstruction of Austin St. from Knickerbocker Rd. to Ave. N	1,577,800
Engineering	Reconstruction of Avenue N from Bryant Blvd to Saint Marys	9,056,017
Engineering	Reconstruction of Baze St. from Houston Harte to Culwell St.	307,683
Engineering	Reconstruction of Beauregard Ave. from Taylor St. to Sherwood Way	942,875
Engineering	Reconstruction of Bell St. from Railroad Tracks North to 37th St.	2,910,850
Engineering	Reconstruction of Ben Ficklin Rd. from Becker Ln. to Country Club Rd.	1,889,250
Engineering	Reconstruction of Ben Ficklin Rd. from Bryant Blvd. to Bryant Blvd.	1,130,533
Engineering	Reconstruction of Bowie St. from 24th St. to 47th St.	4,950,233
Engineering	Reconstruction of College Hills Blvd from Beauregard Ave to Sunset Blvd	11,740,467
Engineering	Reconstruction of College Hills Blvd. from Loop 306 to Valley View	4,754,583
Engineering	Reconstruction of Cox Ln. from Sunset Blvd. to East Cox Ln.	854,183
Engineering	Reconstruction of Culwell St. from Poe St. to Buchanan St.	1,835,900
Engineering	Reconstruction of East 14th St. from Chadbourne St. to Poe St.	5,021,417
Engineering	Reconstruction of East 19th St. from Bryat Blvd. to Lille St.	1,514,883
Engineering	Reconstruction of East 25th St. from Main St. to Poe St.	1,049,783
Engineering	Reconstruction of Edmund Blvd. from Concho River to Bryant Blvd.	6,958,083
Engineering	Reconstruction of Executive Dr. from Sunset Dr. to Knickerbocker Rd.	1,153,950
Engineering	Reconstruction of Foster Rd. from Currier Ln. to Jackson St.	2,292,550
Engineering	Reconstruction of Harris Ave. from Main St. to Bell St.	2,547,283
Engineering	Reconstruction of Highland Ave. from Bryant Blvd. to Hill St.	665,467
Engineering	Reconstruction of Howard St. from Pecos to Houston Harte Fwy.	876,000
Engineering	Reconstruction of Hughes St. from Buchanan St. to Bell St.	1,583,483
Engineering	Reconstruction of Huntington Ave. from Millbrook Dr. to Sunset Dr.	1,149,583
Engineering	Reconstruction of Irving St. from Concho River to Washington St.	1,734,733
Engineering	Reconstruction of Jackson St. from Avenue N to Knickerbocker Rd.	4,353,733
Engineering	Reconstruction of Main St. from 19th St. to 25th St.	2,576,990
Engineering	Reconstruction of Marx St. from 29th St. to 24th St.	1,437,750
Engineering	Reconstruction of Mercedes St. from City Limit Line to Glenna Dr.	2,279,467
Engineering	Reconstruction of Middle Concho Dr. from Red Bluff Ln. to the West	1,845,400

City of San Angelo

Level 3 Future Projects

Division	Project Title	Project Cost
Engineering	Reconstruction of Oakes St. from Harris Ave. to 14th St.	806,767
Engineering	Reconstruction of Old Ballinger Hwy from North Bell St. to Pruitt Dr.	2,838,050
Engineering	Reconstruction of Pecan St. from 7th St. to 14th St.	944,450
Engineering	Reconstruction of Pecos St. from Concho River to Howard St.	3,003,117
Engineering	Reconstruction of Red Bluff Rd. from Knickerbocker Rd. to Middle Concho Dr.	4,955,000
Engineering	Reconstruction of Rio Concho Dr. from Magdalene St. to Roosevelt St.	2,329,550
Engineering	Reconstruction of Riverside Golf Club Rd. from 29th St. to Bryant Blvd.	1,103,150
Engineering	Reconstruction of Smith Blvd. from Pulliam St. to Houston Harte	1,748,900
Engineering	Reconstruction of South Concho Dr. from Sierra Vista to Knickerbocker Rd.	4,847,017
Engineering	Reconstruction of Southland Blvd. from Knickerbocker Rd. to Blue Ridge Tr.	1,478,983
Engineering	Reconstruction of Sunset Dr. from Knickerbocker Rd. south to railroad tracks	1,163,650
Engineering	Reconstruction of Taylor St. from Beauregard Ave. to Live Oak St.	791,650
Engineering	Reconstruction of Blumentritt Rd. from FM 1223	240,000
Engineering	Rio Concho Drive Widening & Beautification	500,000
Engineering	Traffic Calming Proposal #2	350,000
Engineering	Traffic Calming Proposal #3	400,000
Engineering	Traffic Calming Proposal #4	350,000
Engineering	Pedestrian Facilities	2,500,000
Fire Prevention	Fire Safety City	970,000
Municipal Court	Municipal Court Addition	182,400
Operations	Spring Creek Park Road Improvements	215,000
Operations	Countdown Pedestrian Signal Indications	30,000
Operations	Portable Traffic Signal	100,000
Operations	Video Detection	557,000
Operations	School Zone Flashers	285,000
Operations	Signal Cabinets	78,000
Parks	Concho River Additional Improvements	9,500,000
Parks	Lake Nasworthy Pier Replacement	425,000
Parks	Multi-Generational Recreation Center	12,000,000
Parks	Belaire Neighborhood Park	550,000
Parks	Blackshear Neighborhood Park	350,000
Parks	Bluffs Neighborhood Park	550,000
Parks	College Hills East Neighborhood Park	300,000
Parks	Exall Addition Pocket Park	99,000
Parks	Kirby Community Park, Additional Improvements	600,000
Parks	Mary E. Lee Park - Lake Nasworthy Pier	400,000
Parks	Northern Lakeview Neighborhood Park	450,000

City of San Angelo

Level 3 Future Projects

Division	Project Title	Project Cost
Parks	Old West Town "Shady Gulch"	606,000
Parks	Paseo de Santa Angela Improvements	400,000
Parks	Santa Fe Golf Course Irrigation renovations	750,000
Parks	Rio Concho Trail Extension to GFAB Housing	1,250,000
Parks	South Concho Neighborhood Park Renovation	325,000
Parks	Southland East Neighborhood Park	660,000
Parks	Lake Nasworthy Park Improvements	5,000,000
Parks	Kid's Kingdom Park Shade Structure	110,000
Parks	River Skate Park Equipment Replacement and Renovation	113,000
Parks	Bell Neighborhood Park Renovation	185,000
Parks	Mountainview Park Playground and Walkways Renovation	125,000
Parks	River Trail 14th - 29th Street	280,000
Water Utilities	Wastewater Service to Existing Developed Areas	17,000,000
Water Utilities	Nasworthy Dam Emergency Spillway	2,000,000
Water Utilities	Clay Pipe Replacements	65,000,000
Water Utilities	Collector Main Replacements	10,000,000
Water Utilities	Transmission Line Valves Replacement	500,000
Water Utilities	Water Main Replacements	106,500,000
Water Utilities	Hickory Water Supply Development Phase II	25,400,000
Water Utilities	Hickory Water Supply Development Phase III	14,300,000
Grand Total		496,621,012

City of San Angelo

Excerpt from Charter

SECTION 59A. CAPITAL PROGRAM:

A. Submission to City Council. The City Manager shall prepare and submit to the city council a multi-year capital program no later than five months before the final date for submission of the budget.

B. Contents. The capital program shall include:

- (1) A clear general summary of its contents;
- (2) Identification of the long-term goals of the community;
- (3) A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the fiscal years next ensuing, with appropriate supporting information as to the necessity for each;
- (4) Cost estimates and recommended time schedules for each improvement or other capital expenditure;
- (5) Method of financing upon which each capital expenditure is to be reliant;
- (6) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired;
- (7) A commentary on how the plan addresses the sustainability of the community and the region of which it is a part; and
- (8) Methods to measure outcomes and performance of the capital plan related to the long-term goals of the community, said methods shall be based on the best practices or methodology, including, but not limited to, methodology based upon the present value of all future cash flows of the above.

The above shall be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

C. Notice and Hearing. The City Council shall publish at an address or location on the internet where the citizens of San Angelo have ready access a copy of the capital program. The City Council shall also publish the time and place, not less than two weeks after such publication of the capital program, for a public hearing on the capital program.

D. Adoption. The City Council by resolution shall adopt the capital program with or without amendment after the public hearing and on or before adoption of the annual budget. This program or any portion thereof may be deleted, modified, or suspended during the course of a fiscal year by majority vote of the city council, based on events, changes in technology or other circumstances which justify such action.

**A RESOLUTION OF THE CITY OF SAN ANGELO ADOPTING THE
2017-2022 CAPITAL PROGRAM**

WHEREAS, the City Charter for the City of San Angelo, Texas, provides that the City Manager shall prepare and submit to the City Council a multi-year capital program before the final date for submission of the budget; and,

WHEREAS, on March 21, 2017 the City Manager presented a 2017-2022 capital program, which revises and extends the 2016-2021 capital program adopted by the City Council on April 5, 2016; and,

WHEREAS, the contents of the 2017-2022 capital program comply with the requirements of Section 59A of the City Charter for the City of San Angelo;

WHEREAS, pursuant to Section 59A of the City Charter for the City of San Angelo, the City Council by resolution shall adopt the capital program with or without amendment after public hearing and on or before adoption of the annual budget.

WHEREAS, as of this date, the 2017–2018 annual budget has not yet been adopted;

WHEREAS, in accordance with Section 59A of the City Charter for the City of San Angelo, after compliance with all publication and notice requirements, a public hearing for City Council to consider adoption of the proposed 2017-2022 capital program was held on March 21, 2017.

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

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

SECTION 2. It is hereby officially found and determined that the meeting at which this resolution was passed and adopted was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Local Government Code.

SECTION 3. The 2017-2022 capital program is hereby adopted by majority vote of the City Council without amendment, subject to deletion, modification or suspension during the course of the fiscal year based on events, changes in technology or other circumstances which justify such action.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Tina Dierschke, Finance Director

Theresa James, City Attorney

DRAFT

City of San Angelo

Glossary

AIRCARD – A type of wireless broadband modem used for connecting to cellular networks.

AIRPORT APRON – The area of an airport where aircraft are parked, unloaded or loaded, refueled, or boarded.

AMERICANS WITH DISABILITIES ACT (ADA) – A 1990 US labor law that prohibits unjustified discrimination based on disability. The ADA also requires covered employers to provide reasonable accommodations to employees with disabilities, and imposes accessibility requirements on public accommodations.

ASBESTOS – A heat-resistant fibrous silicate mineral that is used in insulating materials. Prolonged inhalation of asbestos fibers can cause serious and fatal illnesses including lung cancer, mesothelioma, and asbestosis.

ASSET – See *Capital Improvement Project*

ASSETWORKS – A vehicle maintenance software system used by the city of San Angelo to track equipment's performance.

ASU – Angelo State University

BOND – A promise to repay borrowed money on a specific date, often ten or twenty years in the future. The bond may involve a promise to pay a specified dollar amount of interest at predetermined intervals. See *CO Bond*; *GO Bond*

BUDGET – A financial plan that forecasts revenues and expenditures for a specified period of time.

CAPITAL EXPENDITURE – Purchase or acquisition of any asset that has a cost of \$1,000 or more and a useful life of at least two years.

CAPITAL IMPROVEMENT PLAN (CIP) – A multi-year planning instrument separate from the annual budget that identifies all the capital improvements that are proposed to be undertaken during a five-year period.

CAPITAL IMPROVEMENT PROJECT – Economic activities that lead to the acquisition, construction or extension of useful life of capital assets that typically have a total estimated cost in excess of \$25,000, have a useful life of over three years, and require six months or more to complete.

CAPITAL (IMPROVEMENT) PROJECT FUND – These funds account for the acquisition and construction of major capital assets other than those financed by proprietary funds. Details authorized expenditures of proceeds of certificates of obligation and other projects executed on a "pay as you go" basis.

CASH FLOW – Cash flow is the net amount of cash and cash-equivalents moving into and out of a business. It is also used to assess the quality of a company's income, that is, how liquid it is, which can indicate whether the company is positioned to remain solvent.

CITY CHARTER – The document of a home rule municipality which establishes the city's government structure and provides for the distribution of powers and duties among the various branches of government.

CITY COUNCIL – The current elected officials of the city as set forth in the city's charter.

CIVIC EVENTS FUND – Details the expenditure of a portion of the hotel occupancy tax, rentals, and concessions to maintain City venues. The City

operates venues for community events and ticketed events.

CIVIL SERVICE – A person in the public sector employed for a government department or agency. This phrase is typically used by the city of San Angelo to refer to police officers and firefighters.

CO BOND – Certificate of Obligation; a type of bond that a city may use to pay a contractual obligation incurred in construction or the payment of professional services.

CODE ENFORCEMENT/COMPLIANCE – The Code Compliance Division is responsible for proactively enforcing City ordinances regarding the health and safety of San Angelo's citizens. Code officers work with citizens on a daily basis to resolve code violations that impact the quality of life in San Angelo.

COMMUNICATIONS FUND – Accounts for radio, cellphone, and Voice over Internet Protocol (VOIP) communication maintenance and service for City divisions.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – Monies provided to the City of San Angelo by the U.S. Department of Housing and Urban Development (HUD) to develop viable urban communities by providing decent housing and a suitable living environment principally for persons of low and moderate income.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) – A set of government financial statements that provide detailed information on the financial position of the city as measured and reported by the financial activity of its various funds.

CONVENTION & VISITORS BUREAU (CVB) – a division within the San Angelo Chamber of

Commerce funded primarily by hotel occupancy tax; aims to host events which bring travelers to San Angelo.

COSA – City of San Angelo.

COSADC – City of San Angelo Development Corporation. Working with economic development partners, COSADC will retain, strengthen and diversify the job base of the community to ensure a vibrant business climate for San Angelo and the region.

CULVERT – A structure that allows water to flow under a road, railroad, trail, or similar obstruction from one side to the other side. Typically embedded so as to be surrounded by soil, a culvert may be made from a pipe, reinforced concrete or other material.

DEBT SERVICE FUND – Sometimes referred to as the interest and sinking fund, it is used to account for the accumulation of monies needed for the payment of principal and interest on an obligation resulting from the issuance of bonds (general obligation and certificates of obligation). Resources are provided by an annual property tax levy and transfer of type B sales tax proceeds from the Development Corporation.

DETENTION POND – A low lying area that is designed to temporarily hold a set amount of water while slowly draining to another location. Primarily used for flood control when large amounts of rain cause flash flooding.

DESIGNATED REVENUE FUND – Fund used to account for specific revenues that are legally restricted for a particular purpose.

DIVISION – An organizational unit within the city structure representing major functional categories of work.

DOT – Department of Transportation; *see* *TxDOT*.

EASEMENT – A right to cross or otherwise use someone else's land for a specified purpose.

EDACS – The Enhanced Digital Access Communication System (EDACS) is a radio communications protocol and product family invented in the mid-1980s. Software for system managers and radio monitors alike has been developed outside of the vendor.

EMERGENCY MEDICAL SERVICES (EMS) – Out-of-hospital acute medical care and/or transportation to definitive care; the San Angelo Fire Department provides EMS service to the citizens of San Angelo.

ENCUMBRANCE – Obligations in the form of purchase orders that are reserved until the obligations are paid or otherwise extinguished. Requisitions are considered pre-encumbrances.

ENTERPRISE FUND – A separate fund used to account for operations financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs of providing goods or services to the general public be financed or recovered primarily through user charges.

EQUIPMENT REPLACEMENT FUND - This fund is used to replace vehicles, trucks, and heavy equipment for general activities, such as police and parks maintenance.

ESRI – A private corporation that works with various governmental organizations on various GIS related enterprises and applications.

EXPENDITURE – Monies spent on goods or services in accordance with budget appropriations.

FEDERAL AVIATION ADMINISTRATION (FAA) – An agency of the United States Department of Transportation with authority to regulate and oversee all aspects of civil aviation in the U.S.; the San Angelo Regional Airport is certified by the FAA.

FIDUCIARY FUND – *See Lake Nasworthy Trust Fund*

FISCAL YEAR (FY) – A period of twelve months used for the recording of financial transactions. The City of San Angelo's fiscal year begins October 1 and ends September 30.

FLEET SERVICES – *See Vehicle Maintenance Fund*

FLOCCULATION – Process of contact and adhesion whereby dispersed molecules or particles are held together by weak physical interactions ultimately leading to phase separation. Created either spontaneously or due to the addition of a clarifying agent.

FORT CONCHO FUND – Accounts for operations of the historic Fort Concho grounds and frontier era museum. The Fort Concho National Historic Landmark encompasses most of a former army post and includes 23 original and restored fort structures.

FRANCHISE FEE – A fee paid by utility companies for the use of public right-of-ways. The fee is typically a percentage of the utility company's gross revenues.

FUND – An independent fiscal and accounting entity with a self-balancing set of trial balance accounts recording cash and/or other assets together with all related liabilities for the purpose of conducting specific activities or attaining certain objectives. Funds are classified into three categories: governmental, fiduciary,

and proprietary. Each category, in turn, is divided into separate and distinct “fund types”.

GENERAL FUND – A fund used to account for all general purpose transactions of the city that do not require a special type of fund (i.e. most activities).

GIS – Geographic Information System; A system that captures, stores, analyzes, manages, and displays data linked to a location.

GO BOND – General Obligation; A municipal bond backed by the credit and “taxing power” of the issuing jurisdiction rather than the revenue from a given project.

GRANT – An award of funding or materials by the federal government, state government or other organization for a specific activity with no expectation of repayment.

HAZARDOUS MATERIALS (HAZMAT) – Solids, liquids, or gases that can harm people, other living organisms, property, or the environment. They are often subject to chemical regulations. A hazmat suit is a type of protective clothing.

HERTZ – The unit of frequency in the International System of Units (SI) and is defined as one cycle per second. Hertz are commonly expressed in SI multiples kilohertz (kHz), megahertz (MHz), gigahertz (GHz), and terahertz (THz). Some of the unit's most common uses are in the description of radio and audio-related applications. It is also used to describe the speeds at which computers and other electronics are driven.

HOA – Home Owners’ Association

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) – A program of HUD that provides formula grants to states and localities to fund a

wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership.

HOMESTEAD – A tax exemption on property taxes based on the home’s appraised value.

HOTEL OCCUPANCY TAX (HOT) – A tax levied by city and state governments on hotels. Hotel owners, operators or managers must collect state hotel occupancy tax from their guests who rent a room or space in a hotel. The tax applies not only to hotels and motels, but also to bed and breakfasts, condominiums, apartments and houses.

HUD – U.S. Department of Housing and Urban Development; A Cabinet department in the Executive branch of the United States federal government that develops and executes policies on housing and metropolises.

HVAC – The abbreviation for heating, ventilating and air conditioning systems used in building design and construction.

INFRASTRUCTURE – Refers to structures, systems, and facilities serving the economy of a business, industry, country, city, town, or area, including the services and facilities necessary for its economy to function.

INTEREST & SINKING (I&S) FUND – The portion of the tax rate that pays annual interest and maturities to discharge outstanding bonded indebtedness.

INTERNAL SERVICE FUND – A fund used to account for the financing of goods or services provided by one department to another department on a cost reimbursement basis. *See Vehicle Maintenance Fund, Communications Fund*

INTERNET PROTOCOL ADDRESS (IP ADDRESS) –

A numerical label assigned to each device (e.g., computer, printer) participating in a computer network that uses the Internet Protocol for communication.

INVESTMENT – Securities and real estate purchased and held for the production of revenues in the form of interest, dividends, rentals and/or base payments.

INSURANCE SERVICE OFFICE (ISO) – An organization that provides statistical information on risk. Ratings are administered that directly impact fire departments.

JOINT (SILICONE) SEALANT – Large concrete/asphalt airport runway slabs are joined with silicone sealant, which is meant to withstand thermal expansion cycles as opposing slabs deflect during an aircraft takeoff or landing. Sealants keep water and salts out of the joints, which helps reduce erosion of the subbase.

LAKE NASWORTHY TRUST FUND – A permanent fiduciary fund that the City uses. All proceeds from land sales are retained in the trust and are dedicated for use on lake improvements and management. Use of the principal in the Lake Nasworthy Trust Fund can only be accessed by gaining citizen approval through a public hearing.

LIFT STATION – Wastewater lift stations are facilities designed to move wastewater from lower to higher elevation, particularly where the elevation of the source is not sufficient for gravity flow and/or when the use of gravity conveyance will result in excessive excavation depths and high sewer construction costs.

LIGHT-EMITTING DIODE (LED) – A semiconductor light source used in a variety of products.

LONG-TERM DEBT – Debt with a maturity of more than one year after the date of issuance.
See Bond

MAINTENANCE & OPERATIONS (M&O) – The portion of the tax rate that is applied to the General Fund.

MGD – Million Gallons per Day; a measure of water flow.

MHZ – *See Hertz*

MPO – Metropolitan Planning Organization; A federally-mandated and federally-funded transportation policy-making organization.

MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) – A manual instituted by the Texas Department of Transportation for all kinds of traffic control (signs, zones, etc.).

MILL – The removal of street pavement. This process is typically performed due to surface inconsistencies or drainage and elevation limitations.

MUNICIPAL COURT – A Court that provides cities with a means to enforce misdemeanor criminal laws and ordinances within their boundaries.

NATIONAL FIRE PREVENTION STANDARDS (NFPS) – Standards and codes for usage and adoption by local governments created by the National Fire Protection Association (NFPA).

NET PRESENT VALUE (NPV) – The difference between the present value of cash inflows and the present value of cash outflows. NPV is used in capital budgeting to analyze the profitability of a projected investment or project.

OPERATING EXPENSE – Expenditures such as custodial service, office supplies and travel made as a result of daily operations.

ORDINANCE – A formal legislative enactment by the City Council of a municipality. If it is not in conflict with any higher form of law, such as a state statute or constitutional provision, it has the full force and effect of law within the boundaries of the municipality to which it applies.

OVERLAY – Overlays involve placing a thin (1-2" in thickness) layer of asphalt over the existing asphalt surface of a street. Milling often occurs before this step.

P25 – A radio standard which provides a system critical quality and vendor independent set of standards which focuses on inter-agency communications. It has been adopted by the state and local emergency response community as well as the federal government.

PARKS, RECREATION & OPEN SPACE MASTER PLAN – Adopted in 2012, the goal of the master plan was to assess park and recreation facilities throughout the city and to establish planning guidelines for all parks over the next decade.

PASSENGER FACILITY CHARGE (PFC) – An additional fee charged to departing and connecting passengers at an airport used for airport improvements.

PAVEMENT CONDITION INDEX (PCI) – A numerical index between 0 and 100 which is used to indicate the general conditions of a pavement. It is a statistical measure and requires manual survey of the pavement.

PERFORMANCE MEASURES – Statistical data that quantifies the results of programs and activities and provides target goals for the upcoming year. Measures can be one of the following types: productivity, results or efficiency.

POTABLE WATER – Water that is safe enough to drink and use for food preparation. Also known as drinking water.

PRIVATE DONATIONS – *See Designated Revenue*

PROPERTY TAX – A charge levied on real or personal property based on the property's valuation multiplied by the tax rate.

PUBLIC HEARING – A meeting open to citizens regarding the proposed operating or capital budget allocations with the opportunity for citizens to voice their opinions on the proposed budget.

RETENTION POND – A low lying area that is designed to hold a specific amount of water indefinitely.

REVENUE – Income received by a government.

RFQ (REQUEST FOR QUOTATION) – A standard business process whose purpose is to invite suppliers into a bidding process to bid on specific products or services.

RIGHT-OF-WAY (ROW) – Land over which public roads/access are located.

SAISD – San Angelo Independent School District.

SALES TAX – A tax levied by Texas governments (city, county, and state) on sales transactions occurring within each respective jurisdiction. Sales tax monies can be diverted into type A and B economic development corporations, which use the proceeds to stimulate growth and invest in city infrastructure.

SASSRA – San Angelo Stock Show and Rodeo

SATV – Suddenlink cable channel 17 (and now in High Definition on 117) is the City of San Angelo's governmental access channel. Programming for

SATV includes board meetings, events, municipal commercials, special videos and more.

SINGLE MEMBER DISTRICT (SMD) – An electoral system in which candidates run for a single seat from a geographic district.

SLUDGE BELT – An industrial machine, used for solid/liquid separation processes, particularly the dewatering of sludge in the chemical industry, mining and water treatment. The system takes a sludge or slurry as a feed, and separates it into a filtrate and a solid cake.

STATE OFFICE BUILDING FUND – Accounts for the operations of the Dr. Ralph B. Chase State Office Building, a facility leased primarily by the State of Texas to house all state offices in one location, and the Texas Workforce Building occupied by one agency.

STORM WATER FEE – A city fee charged to property owners and residents. This fee is the result of a federal storm water quality mandate that requires cities to provide additional services and duties that ensure that storm water runoff is clean and safe.

TAX BASE – Total value of all real and personal property less exemptions.

TAX LEVY – The total amount to be raised by general property taxes for purposes specified in the tax levy ordinance.

TAX RATE – The amount of tax levied for each \$100 of assessed valuation. The tax rate is comprised of two components: the debt service rate and the maintenance and operations rate.

TAXES – Compulsory charges levied by a government for the purpose of financing services performed for the common benefit.

TAXIWAY – A route along which an aircraft can taxi when moving to or from a runway.

TELEMETRY – An automated communications process by which measurements and other data are collected at remote or inaccessible points and transmitted to receiving equipment for monitoring.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) – The primary state agency charged with enforcing environmental regulations and with issuing air and water operating permits to businesses operating in Texas.

TEXAS DEPARTMENT OF CRIMINAL JUSTICE (TDCJ) – A state agency with the goal of providing public safety, prosecuting and reforming offenders, and assisting victims of crime.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES (TDSHS) – A state agency with the goal of protecting the health of all Americans and providing essential human services.

TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) – A division of the Texas Department of Public Safety.

TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD) – A department within the Texas state government.

TEXAS OPEN MEETINGS ACT – An act that generally applies when members of a governmental body are present and discuss public business. This act is meant to dissuade secret deliberations about public business and ensure transparency for the general public.

TEXAS PUBLIC INFORMATION ACT – A series of laws incorporated into the Texas governmental

code to ensure the public has access to information held by the state government.

THERMOPLASTIC – A plastic material, polymer, that becomes pliable or moldable above a specific temperature and solidifies upon cooling.

TREND ANALYSIS – A comparative analysis of individual revenue performance over time.

TXDOT – Texas Department of Transportation; works cooperatively to provide safe, effective and efficient movement of people and goods.

TYPE B SALES TAX – *See Sales Tax*

UNDERDRAIN – A drain installed in porous fill under a slab to drain off ground water.

USER FEE – A fee imposed on those who directly benefit from the service provided.

VAT – Vinyl Asbestos Tile. *See Asbestos*

VEHICLE MAINTENANCE FUND - Accounts for fuel, oil, and maintenance and upkeep expenses

on City vehicles, as well as the sale of fuel to the local school district and other governmental agencies for their vehicles.

VENUE TAX – A tax levied at specific venues to generate revenue for necessary activities like maintenance or construction. Venues can be arenas, coliseums, stadiums or any other facility built to accommodate professional or amateur sports events or community events.

WATER CLARIFIERS – Settling tanks built with mechanical means for continuous removal of solids being deposited by sedimentation. A clarifier is generally used to remove solid particulates or suspended solids from liquid for clarification and (or) thickening.

WATER MAIN – A principal pipe in a system of pipes for conveying water, especially one installed underground.

City of San Angelo

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City Council

March 21, 2017



2017-22 Capital Improvement Plan

Date		Task
1/9/2017	√	Budget staff sent instructions to divisions
1/23/2017	√	Projects submitted by divisions
2/10/2017	√	Draft published online and survey launch
2/14/2017	√	Committee reviewed draft plan
2/23/2017	√	Public forum
3/10/2017	√	Council Memo Update
3/21/2017		Adopt plan



2017-22 Capital Improvement Plan



- Updated annually and spans five year period (2017-2022)
- Total cost greater than \$25,000
- Useful life greater than three years
- Requires six months or more for completion



2017-22 Capital Improvement Plan



- 89 total projects currently underway or planned to begin by 2022
- \$437 million in total project costs (including prior years)
- \$104 million in anticipated total expenditures for the 2016-17 fiscal year



2017-22 Capital Improvement Plan



- Public forums held:
 - February 23 with all related staff at Convention Center (televised on SATV)
 - February 28 at Town Hall for district 5
 - Other community meetings



2017-22 Capital Improvement Plan

February 23 Public Forum (Convention Center)

Sewer maintenance

Fort Concho

River Valley Lane / Foster Road drainage

Communications

Ford Ranch



2017-22 Capital Improvement Plan

February 28 Town Hall for District 5

River Valley Lane drainage

Foster Road drainage

College Hills drainage

Santa Fe Depot

Spur Parking Garage



2017-22 Capital Improvement Plan



- Annual online survey:
 - Launched February 10, 2017
 - cosatx.us/CIPinput
 - 2017 submissions a 156% increase over prior year
- Both project votes and text responses were received



2017-22 Capital Improvement Plan

Website Survey Submissions	Votes
Street Improvements	117
Water Supply	73
Police Station	47
Animal Shelter Improvements	46
Splash Pad	25



2017-22 Capital Improvement Plan

Website Survey Submissions	Votes
Coliseum Improvements	16
29th St. Sports Complex	11
Water Utility Building	6
Convention Center Improvements	8
Fort Concho Improvements	5



2017-22 Capital Improvement Plan



- Level 1 Projects - Infrastructure:
 - Engineering (drainage, mill & overlay, reconstruction, etc.)
 - Operations (traffic signals, city fuel site, etc.)
 - Water Utilities (plants & lab construction, sewer lift stations, Lake Nasworthy, etc.)



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Construction of 11th Street	No
Drainage - Foster Road	No
Drainage - Remediation of Issue: West Ave. P at Bryant Blvd	Yes
Drainage - River Valley Lane	No



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Mill and Overlay of Glenna Drive from Woodlawn to Howard Street	Yes
Mill and Overlay of Johnson Street from Sherwood Way to W. Ave N	Yes
Mill and Overlay of N. Chadbourne from Hwy 67 to E. Concho	Yes



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Mill and Overlay of N. Chadbourne from Loop 306 to 43rd Street	Yes
Mill and Overlay of S. Chadbourne from W. Ave B to E. Ave L	Yes
Mill and Overlay of S. College Hills from Loop 306 to Valleyview	Yes



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Mill and Overlay of Southwest Blvd from Rockbrook to Twin Mountain Dr	Yes
Mill and Overlay of Sunset Drive from College Hills to Knickerbocker Rd.	Yes
Mill and Overlay of Sunset Drive from Knickerbocker to Foster Rd.	Yes



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Reconstruction of 29th St. from Howard St. to N. Bryant Blvd	Yes
Reconstruction of Bell St from Concho River to Old Ballinger Hwy	Yes
Reconstruction of College Hills from Loop 306 to Avenue N	Yes



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Reconstruction of Glenna Dr. from Houston Harte to Woodlawn	Yes
Reconstruction of MLK Blvd. and Transportation Enhancement Project	Yes
Reconstruction of S. Jackson Street	No



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Reconstruction of Southland Blvd from Sherwood Way to Wal-Mart Int.	Yes
Stormwater - Quality Improvement Projects	Yes
Stormwater - Sunset Lake Improvements	Yes



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Sulphur Draw Sewer Rehabilitation and Lift Station	Yes
Tom Green County Jail Sewer Main Extension	Yes
Water Main Replacements	Yes



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Bicycle Improvement (MPO)	No
Fuel Site Improvement	Yes
Public Works Maintenance Facility	No
Traffic Signal Battery Backup System	No
Traffic Signal Replacement	No



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Twin Mountain and Knickerbocker Signal	No
Asset Management System	Yes
Earthen Spillway Rehabilitation	Yes
Ford Ranch	Yes



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Gate Operators Lake Nasworthy	Yes
Lake Operations Maintenance Facility	Yes
Lift Station Improvements	Yes
New Clearwell with New Piping	Yes
Stop Log System Lake Nasworthy	Yes



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Water Chemical Building and Appurtenances	Yes
Water Production Control Center and Lab	Yes
Water Reclamation Plant Improvements	Yes



2017-22 Capital Improvement Plan

Level 1 - Infrastructure Projects	Funded?
Water Treatment Plant Improvements	Yes
Water Utility Building	Yes



2017-22 Capital Improvement Plan



- Level 2 Projects - Other:
 - Public Safety (Police, Fire, & Communications)
 - Parks (Fort Concho, Civic Events, & Recreation)
 - Miscellaneous (Animal Services, Airport, Real Estate, Public Information, etc.)



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
Airport Pavement Prioritization Plan	Yes
Taxiway Rehabilitation/Reconfiguration	Yes
Animal Shelter Improvements	No
McNease Convention Center Renovation	No



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
Fire Station Alerting System	Yes
Radio P25 Migration/Coverage Expansion	Yes
Record Management System Upgrade/Computer Aided Dispatch	Yes



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
Citywide Heating, Ventilation, and Air Conditioning (HVAC)	No
Citywide Roof Replacements	No
Demolition of City Owned Properties	Yes
Security Equipment Replacement	No



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
Fire Station #4 Reconstruction	Yes
Fire Training Facility	Yes
Mobile Data Terminals	Yes
Chase State Office Building Improvements	Yes



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
Fort Concho Barracks and Mess Halls 3 & 4 Reconstruction	Yes
Fort Concho Officers' Quarters 1 Improvements	No
Fort Concho Officers' Quarters 2 Renovation	Yes



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
Fort Concho Officers' Quarters 8 Reconstruction	No
Fort Concho Roof Replacement	Yes
Fort Concho Visitors' Center Restoration Improvements	Yes



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
Auditorium Renovation	Yes
Brentwood Neighborhood Park Renovation	Yes
Brown Neighborhood Park Renovation	Yes
Civic League Park--Botanical Garden	No



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
Dog Park	Yes
Middle Concho Park Main Boat Ramp Improvements	No
Restroom Facilities, Neighborhood Parks	No



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
Rio Concho Community Park & Texas Bank Sports Complex	Yes
Santa Rita Neighborhood Park Renovation	Yes
South Concho Park Main Boat Ramp Improvements	No



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
South Concho Park Trail	No
Splash Pad	No
Sunken Garden Park and Sculpture Garden	No
Unidad (College Hills) Park Improvements	Yes



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
Police Emergency Generator	No
Mobile Command Center Storage Facility	No
Police Department Administration Building	No
Public Information Studio	Yes



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
Santa Fe Train Depot Improvements	No
Spur Parking Garage Renovation and Repair	No
29th Street Complex Renovation	Yes



2017-22 Capital Improvement Plan

Level 2 - Other Projects	Funded?
Recreation Centers Improvements	No
Fire Hydrant Replacement	Yes
Vacuum Truck	Yes



2017-22 Capital Improvement Plan



- Level 3 Projects - Future:
 - All projects that are outside of the 5-year time window (fiscal year 2023 and beyond)
 - Projects may be moved to Levels 1-2 if timeline is accelerated (or vice versa)
 - \$496 million for all projects



2017-22 Capital Improvement Plan

Level 3 - Future Projects	Projects
Civic Events	7
Emergency Management	1
Engineering	81
Fire Prevention	1



2017-22 Capital Improvement Plan

Level 3 - Future Projects	Projects
Municipal Court	1
Operations	6
Parks	23
Water Utilities	8



2017-22 Capital Improvement Plan

Date		Task
1/9/2017	✓	Budget staff sent instructions to divisions
1/23/2017	✓	Projects submitted by divisions
2/10/2017	✓	Draft published online and survey launch
2/14/2017	✓	Committee reviewed draft plan
2/23/2017	✓	Public forum
3/10/2017	✓	Council Memo Update
3/21/2017		Adopt plan





City Council

March 21, 2017



**A RESOLUTION OF THE CITY OF SAN ANGELO ADOPTING THE
2017-2022 CAPITAL PROGRAM**

WHEREAS, the City Charter for the City of San Angelo, Texas, provides that the City Manager shall prepare and submit to the City Council a multi-year capital program before the final date for submission of the budget; and,

WHEREAS, on March 21, 2017 the City Manager presented a 2017-2022 capital program, which revises and extends the 2016-2021 capital program adopted by the City Council on April 5, 2016; and,

WHEREAS, the contents of the 2017-2022 capital program comply with the requirements of Section 59A of the City Charter for the City of San Angelo;

WHEREAS, pursuant to Section 59A of the City Charter for the City of San Angelo, the City Council by resolution shall adopt the capital program with or without amendment after public hearing and on or before adoption of the annual budget.

WHEREAS, as of this date, the 2017–2018 annual budget has not yet been adopted;

WHEREAS, in accordance with Section 59A of the City Charter for the City of San Angelo, after compliance with all publication and notice requirements, a public hearing for City Council to consider adoption of the proposed 2017-2022 capital program was held on March 21, 2017.

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

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

SECTION 2. It is hereby officially found and determined that the meeting at which this resolution was passed and adopted was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Local Government Code.

SECTION 3. The 2017-2022 capital program is hereby adopted by majority vote of the City Council without amendment, subject to deletion, modification or suspension during the course of the fiscal year based on events, changes in technology or other circumstances which justify such action.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Tina Dierschke, Finance Director

Theresa James, City Attorney

City of San Angelo
Capital Improvement Plan - Public Forum
February 23, 2017 – 6:00 P.M.
Informal Minutes

Location:

Council Chambers McNease Convention Center
501 Rio Concho Drive
San Angelo, TX 76903

Presentation by Morgan Chegwiddden, Budget Manager

17 Attendees

Public Questions:

- Darrin Fentress – **Sewer**
 - Nothing in the CIP about sewer maintenance
 - Bill Riley responded: That cost is built into the operating budget and sewer items are replaced as the city performs street reconstructions as needed
- Steve Hampton – **Fort Concho**
 - Would like to see more for Fort Concho projects in the plan,
 - Believes there should be a Community Center built and/or 3 additional event venues
 - OQ8 should be funded, formation of “Friends of the Fort”
 - We should measure projects by revenue generated, or money saved
 - Harry Thomas responded: Explained that the land for the community center is privately owned and the owners wanted more than they were willing to pay; OQ1 is funded by private funds from the Clements Foundation
- Eric Ingler – **River Valley Lane / Foster Road**
 - Complemented engineering department
 - Expressed concern of flooding of 5-6 houses on River Valley Lane
 - Flooding on Foster Road is blocking 140+ homes from the ability to receive emergency service (a safety issue); about 15 doctors live in the area and cannot report to work in emergency situations
 - Development in Bentwood and Butler Farms is causing flooding; planning for stormwater drainage needs to be implemented before developments are put in
 - Russell Pehl responded: We are trying to mitigate for the time being by holding up any new development; working on plans but awaiting funding sources.
- Laura Hudgins – **River Valley Lane / Foster Road**
 - Need of a bridge; water has been sitting for month on end with mosquitos; asked what needed to be done to get the money and move forward

- Morgan Chegwidden responded: The project is on the plan which is the first step; will express concerns to the council on necessary funds to complete this project
- Pat Makins – **River Valley Lane / Foster Road**
 - Development continues to cause flooding issues
- Lyleann McClellan Thee – **River Valley Lane / Foster Road**
 - Priorities need to be aligned; backyard is flooded most of the time
 - River Valley Lane should be a priority over dog park
 - Morgan Chegwidden responded: Dog park was funded by private funds and very little city contribution
- Fernando Santillan– **River Valley Lane / Foster Road**
 - Is paying tax but no work on drainage issues
- Individuals in Attendance for **River Valley Lane / Foster Road – 6**
- Donald Snook – **Communications**
 - Station for PBS, Channel 17, ASU, and CSPAN; educational value for children
- Rick Abbot – **Ford Ranch / Knickerbocker sidewalk / Flooding on Southland**
 - How is funding Ford Ranch important
 - Bill Riley responded: Funding from sale will be used to repay debt, so project will be a wash and funds will balance in the end
 - Sidewalk on Knickerbocker needed for safety issues
 - Russell Pehl responded: TXDOT owns that land and it is their right of way; they do not like city sidewalks on their property
 - Flooding from Southland going onto the lake; proposed coordinating with TXDOT and Colorado River Authority for funding; would at least like to see a cost analysis or some form of study to know if the project is possible

Procedural Questions:

- Brenda Gunter – **Funding source**
 - Can we change funding from one project to divert to River Valley Lane / Foster Road; is there a reevaluation of funding for crisis funding?
 - Michael Dane responded: Council has the opportunity to rearrange funding except in cases of private donations and grant dollars that are designated for a particular issue
- Steve Hampton – **Dates on CIP**
 - Expressed concern about the lack of a dating system showing how long items have been on CIP
 - Michael Dane responded: Pointed out that there are more details on each project's individual page; community desires exceed willingness to pay in tax; projects that citizens express to the council as priorities are the projects that council requests funding for

City of San Angelo
Capital Improvement Plan – Town Hall
February 28, 2017 – 6:00 P.M.
Informal Minutes

Location:

College Hills Baptist Church
2102 Johnson St.
San Angelo, TX 76904

Presentation by Lane Carter (S.M.D. 5) and Morgan Chegwiddden, Budget Manager

27 Attendees

Due to the informal nature of the discussion and the lack of a microphone, citizens did not state their names during each talking point. Almost all speakers remained seated during the dialogue and many had back-and-forth conversations with their fellow audience members.

Public Comments:

- Foster Road and River Valley Lane drainage discussions – 19 concerned citizens
 - Stormwater fees and unfunded federal/state mandates regarding runoff
 - Concern about emergency response issue and city liability
 - Legal stay via judge or city to potentially stop construction in several neighborhoods until flooding has stopped
 - Alternative access point to Butler Farms
 - Mosquito problem with drainage issues (Zika danger)
- College Hills drainage discussion
 - Request for scheduling earlier than proposed
- Santa Fe Depot discussion
 - Tourism concerns due to air-conditioning and electricity issues
 - Potential funding from sales tax and hotel occupancy tax
- Spur Parking Garage discussion
 - Potential taxpayer responsibility shift to private hands
 - Charging fees to pay for parking garage expenditures
 - Repairs and liability issues
- General questions and concerns
 - Ranking prioritization and the funding of projects
 - Police and fire automatic funding (emergency services)?
 - Mixing and matching of funds and related public awareness
 - Single Member District 1 vacancy and resulting special election
 - Fire Department responses outside city limits and charges
 - Volunteer fire department access to city hydrants

City of San Angelo
Capital Improvement Plan – Rotary Club
February 17, 2017 – 11:00 A.M.
Informal Minutes

Location:

Zentner's Daughter
1901 Knickerbocker Rd.
San Angelo, TX 76904

Presentation by Morgan Chegwiddden, Budget Manager

Approximately 75 Attendees

Public Comments:

- General consensus supporting street maintenance and reconstruction
- Stanley Mayfield – questions regarding Ford Ranch water supply project
- Drew Wallace – questions/support regarding water supply in general

City of San Angelo
2017-2022 Capital Improvement Plan
Comments from Website Survey

Project Comments	Funding Comments
Coliseum, very old structure needs upgrading and expansion for more seating to draw more public interest and larger events. Thus adding to our tax dollars for meals, retail and motel/hotel stays.	BLANK
Water Supply is an on going problem in West Texas. Continue study's for more available ground water sources to improve the capacity of our lakes and streams thus creating more tax revenue from visitors from surrounding cities.	
Infrastructure that will assist the overall citizenry, rather than projects that will be a draw to a select few. *the form made me select three, water billing building does not fall into the "assist overall citizenry", but it is a need	BLANK
BLANK	1/2 cent sales tax or Bond
Streets, water, animal shelter.	BLANK
Water and streets first. The. Support for police department needs.	Sales tax
Residential streets in the Lakeview area need repair and improvement. Many times these streets appear to be largely ignored. For example Travis St is extensively used to get back and forth to the schools, but has severe erosion on each side leading to massive pot holes. The streets surrounding Goliad Elementary are also need in repair. It would be helpful in that area to have a storm drain implemented. When rain is heavy E 40th St will have 4 inches of standing watering across for days afterward. Standing water is common in this area. A drainage system would prevent the streets from eroding so quickly.	4B 1/2 Cent Tax, Federal grants, State grants
Heck, my street, Inglewood Drive is going back to dirt, all the tar is broken up into little squares and we have potholes all over in front of my house, whole street needs to be pulled up and re-paved.	BLANK
Pass this on please!	

Project Comments	Funding Comments
I would be nice to have splash pads at some of the parks throughout the city parks. Abilene has add them to most of their parks. Also it would be nice if the parks had grass vs weeds and dirt	Cut back on business development since we are not going after large business.
I'd like to see us start on a centralized Community Recreation Center. I think the city is in need of a centralized location where young 'uns, teens, and adults can have access to recreational equipment and happenings. I'm talking about quite a large facility - multiple basketball courts, volleyball, "hobby rooms" (for example, puzzle rooms, board game rooms, etc.). Our population is growing - we need activities for our young people and athletic minded adults. These Rec Centers already exist in other cities - Abilene has one, Arlington has one. I think we have existing models that we can look at and plan what would work best for San Angelo. The Parks & Rec board has been having discussions on such a project for some time now - not to say anything is in concrete, but the ideas are being probed and discussed. We need to get additional input from the community and the city to continue moving on this one.	**Note - I didn't check Street Improvements above because they are already addressed and in some type of progress. We all know Street improvements should be #1!!! A Community Recreation Center would definitely require some funding from multiple sources - donors, sponsors, some city involvement. It is undoubtedly a complex project.
Sidewalks, crosswalks, and bike lanes (make streets safer for everyone, not just cars)	Bond election
How to maintain our water supply so that we don't have to go "borrow" water from other areas because we are running out of clean water. How to keep our water supply clean do that what happened in Corpus Christie doesn't ever happen here with contaminated water. Water is THE biggest issue, not just locally, but globally.	Deregulation of the water department and all those fees they gather from its customers, use them to fund fixing the water issues. Reduce their salaries and utilize the insurmountable fees they charge customers
I feel that the shelter is a continuing project that should be included in the 2017-22 Capital Improvement Plan.	My proposed project would be funded by grants and half-cent sales tax.
We need a park or playground in the Bluffs' neighborhood.	BLANK
Who is responsible for upkeep of the ponds in the Bluffs?	

Project Comments	Funding Comments
I think the money should be spent on a new police department. Some of their offices are old jail cells and it's not large enough to house the police offices we have. I don't believe it will happen though since the city has made it clear that they don't care about our police officers by not honoring their raises.	I think they should take the outrageous property tax hike they did this year and use that money since it's not clear as to why our taxes went up so high to begin with.
Sidewalks in the neighborhoods would be very welcome. We have a lot of people walk with their kids and with their dogs. It's a safety issue to me. We tell our kids not to play in the street, but that's the only place they can ride their bikes. I don't know how the rest of my neighbors feel, but I would welcome a sidewalk on my property to be able to have sidewalks in the neighborhood. Also, it might ease the issue with the trash on Penrose if the sidewalks are on the very edge of property and set down low to the street.	Property tax. Infrastructure and security are the most important parts of what my property taxes are for.
Streets and water are obvious priorities. Something also must be done about the police station, but in a way that makes good economic sense. I support occasional bond elections so the voters can decide how much they want any given capital improvement that is not a core service (such as streets and water). One thing that's not on the list below is a (top-notch) recreation center. I support that ... and closing down the two rec centers we do have. Those facilities are barely utile.	Consider calling bond elections when and where appropriate. Perhaps a venue tax could help support improvements to the fort, convention center and coliseum.
Downtown streets should definitely be included in the street improvements. The animal shelter is a sad home and also needs improvements.	In the most cost efficient way possible.
Sidewalks - especially near schools and school bus stops for safer travel for children who shouldn't have to walk in the street or in people's yards. Splash pad - It is much too hot for kids to go to the park and play in the hot sun for much of the warmer weather. A splash pad would allow children to continue to be active outside and keep cool during the hot weather. Adding shaded areas - public playgrounds and trails need many more shaded areas for protection from the sun.	BLANK
BLANK	Our tax dollars.

Project Comments	Funding Comments
I would love to see our neighborhood streets resurfaced. The way they were done last year (with tar and pebbles) has been a real disturbance in my lifestyle. I can't enjoy walks anymore with my dog and kids. They can no longer ride their scooters or skateboards on the street. My shoes are getting torn up and it's nearly impossible to walk my dog (she has to walk on the curb to avoid pebbles getting stuck in her paws). It has decreased our quality of life and I think makes a huge impact on our neighborhood, as less people are out walking and exercising because of it. That is a HUGE community problem that effects us all from our emotional and physical well-being. I wish it was taken more seriously.	I think that we could peak the interests of those that enjoy physical activity and community. I would suggest a fundraiser of sorts. Something that involves neighbors getting out and participating in a walk-a-thon type event.
I believe the focus should be on entertainment opportunities. There really isn't much for children and/or families to do. With this being a military town there is more of a population of young children, and currently the entertainment venues are extremely limited. These opportunities could be indoor or out, a splash pad, a children's museum, etc. Anything that kids could do for fun and to burn some energy.	You could fund the project through fund raisers and direct collection, I think many people feel this way and would galdly give to the cause.
I strongly recommend we get more kid friendly things here. Renovation of unidad park on college hills or a new park by Lamar Elementary or something kid friendly there. That would be amazing.	The usual. Taxes but make it known for those reasons.

Project Comments	Funding Comments
More sidewalks! Yes, downtown has them, but along Knickerbocker there are hardly any, and main streets (Southland, Sunset, N. Chadbourne, etc.) should have them. People do walk, and probably more people would if there was a safe place to do so.	I assumed street improvements are already budgeted for, but I guess not. Water supply--same thing. Our water rates already include line items and fees for maintaining the water supply. Of this option, what exactly is the project proposal for the water supply? I'm in favor of improving the flavor AND the corrosive elements that ruin appliances quickly. Police station--funded by traffic tickets. If cops parked along Bryant on any given day, and issued expensive tickets for running red lights, they could have a new police station funded in a week! I know the animal shelter has improved over the past several years, and I haven't been there since all the changes were made. They seem to be good improvements, and there's always room for more, but I thank the city and the employees and volunteers of the animal shelter for making those changes. Furthermore, the Red Arroyo trail, bike path, dog park, and the river walk are all fantastic additions/improvements to our city. I don't want to offer criticism without accolades where they are due.
Drainage and streets	BLANK
BLANK	With a one cent tax increase.

Project Comments	Funding Comments
I would really like to see the city invest in a new animal shelter. The current one is not adoption friendly with its "out of sight out of mind" location. A centralized shelter with accessibility to outdoor space would be wonderful for the animals who end up in the shelter. San Angelo has made a lot of progress in improving the lives and outcomes of shelter animals. Let's keep the momentum going.	Current Sales tax designated for city improvement
More things for families to do: Zoo, bigger nature center, etc.	BLANK
Road improvements need to be accelerated. Many streets slated for improvement several years down the road will be ridiculously bad by then.	That is your job.
Infrastructure. Streets!!!! Our street is one that was done incorrectly 3 plus years ago and is part of the lawsuit. Ridiculous. We have tar and a few rocks. My driveway is now covered in tar. Cant wait for the summer again and more tar.	Settle the law suit!
Please bring a trampoline park and water park to San Angelo as well as other active family fun friendly events and places!!! We really need more family friendly places kids and adults can enjoy! Most other cities our size have at least one of these and we are the only ones that don't! Even Midland is building a trampoline park! This would be a great addition to San Angelo, encourage more families to move/live here, drive up revenue, and provide employment for people! It's time we change how San Angelo is viewed, its time we show people this a fun and lively city for families to live and grow instead of a retirement community. It's time we show people the beauty of San Angelo and the reasons we love living here!	However it is we fund everything else, through taxes, city fundraisers (like there was the city fit 5K's not too long ago), and other measures along those means! If we can find a way to fund other stuff we should be able to find away to fund things and places to make San Angelo more fun, attractive, active, and fun for kids and adults alike!
Our city needs to improve its infrastructure before any other project. Remember when we didn't have water for a week? Like driving over huge potholes? Enough said.	With the funds that the city is earmarking for these projects.
The three I've chosen are of the highest priority. All three can save lives. Along with fixing our water supply issues we need stricter water waste enforcement. Also passing ordinances making xeriscaping the only option with new built homes and maybe a grant for people wanting to change to desert landscaping. Also a region wide pipeline to the Mississippi River to help fill our reservoirs when the river is at flood would solve all our water issues.	BLANK

Project Comments	Funding Comments
An INDOOR splash pad or big, open play place for kids during the summer months when it is too hot to be outside.	BLANK
Santa Rita Park playground More dog parks More funding for police and safety of our city. Crime has gotten out of hand.	BLANK
Finishing and supporting the City Auditorium should be a priority. It is one of the crown jewels of our city and many people have worked tirelessly to help raise the money to get it completed. Streets should also be repaired. The cracks in Paseo de Vaca are damaging our vehicles. I know that many areas of the city need street help as well.	Any and all of the above sources should be used for funding.
First and foremost, a police station with adequate space,include jail space. The public safety of this community should be prioritized before any other. Second, water supply should also be a priority, whether that is continued infrastructure upgrades, finding new sources, or adjusting to new conservation methods. Without adequate water supply, the success of this community will falter.	Appropriate funding methods should be determined by the City Manager and approved by the City Council. If memory serves, citizens are already experiencing increased water rates to fund infrastructure, and I would not support additional increases, unless cuts are found in other places and passed on to citizens.
Re-paving Bell Street. It is highly traveled and is in desperate need of repair. And not just patching/filling potholes.	BLANK
Road repair Crime decrease Water Supply	Wish I knew!

Project Comments	Funding Comments
STREET RESURFACING Not fancy lighting or landscaping both are wants fixing bad streets is a need to many many many citizens. We need drinkable water not a new building to go to beg for more time to pay the outrageous bill. Use an existing city owned building to provide more room for police. New is a want not a need. Money to animal shelter for more and better services like catch and release. They dont need a fancy new building to continue the satus quo of kill.	1/2 cent sales tax or where you intend on getting the money for your convention center, splash pad lol coliseum omg what a small population that benefits. PAY WITH THE TRASH KICKBACK TO THE CITY Muni pool, sports complex, coliseum and grounds, convention center all have updates in the last 8-10, building new buildings is stupid when many citizens struggle in this town. It only helps the city to feel more important in their circles its a shame..
BLANK	Absolutely the animal shelter. Faulty plumbing. So many reasons our shelter is not ideal for the well being of the city overpopulation of animals.
I feel that we need a police department. Our police department is small an out dated. Our police officers and employees deserve a new home. They work hard to improve our city and 100% deserve it .	Funding from grants
I first off believe that we need a new police station. As our community continues to grow so does the need for a more organized and functional police departm. The parking lot is much too cramped to fit citizens and employees without having to displace some vehicles. Not only are the employees of the police department cramped into small spaces, the us a great need for records storage space. With many records requiring permanent retention, having the ability to expand in an organized manner is imperative. I also believe that if we continue to want our wonderful town to grow we need to focus on improving the items that will facilitate the growth. That included having pleasant roads for our visitors and citizens and an improved convention center that vendors would prefer to rent out to serve our community over other towns out size.	As much as none of us like to pay more money. A small raise in taxes would probably be the easiest way to raise the funds. I do not know the ins and outs but bringing in more vendors with the improvements at the convention center and other venues could also bring in more funding. Looking into grants would be another great option.

Project Comments	Funding Comments
police station first....our men in blue deserve the best!.....same one for I know of 60 years now! animal shelter improvements.....badly needed (a disgrace the last time i was there) 2nd Ft. concho3rd, tourist pay, the city needs it.	no matter how they all 3 need it!
Street Repair	Half cent sales tax
we need a better disability access in all parks.Kirby Park,which is close to our home needs more wheelchair access like Kids Kingdom,we have 2 grandchildren in wheelchairs and we have to drive across town,when we have a park so close that's it's in walking distance,	All of our streets need improvement,better drains Police department needs a new building.
Planning for our water supply is crucial. We should plan as if another drought were to come.	BLANK
I am choosing street improvements and I don't appreciate the city choosing to pave streets that have absolutely no need to be improved. I'm referencing the streets that were the first to be paved last year in the area by Lamar Elementary. Such a waste of time, money and resources!	grants, designated revenue, debt instruments, fund balances, and sales and current rate property taxes.
Street improvements especially Bell St because it a Main Street that is commuted by many everyday and it's so horrible to drive down . It's poorly paved it needs work, I'm sure many peoples wheel alignment is shot due to this road!!	I'm not sure how but you can figure up some way to get it done
I actually would like to see improvements to all of the youth sports complexes in the City: soccer fields, baseball fields, etc. when we travel to other cities their complexes seem so much nicer. The Bell street complex is nice but we need to work at getting the other fields just as nice. I also think this would promote more soccer tournaments, baseball and football tournaments, etc. This might also be attractive to young families looking to move her or stay here.	I thought this is what the half cent sales tax was for.
Roads Water infrastructure	1/2 cent tax
Further development and incentivization of the downtown and River corridors.	Taxes. Fees on use of facilities. Grants. Donors.

Project Comments	Funding Comments
(1) Sidewalks and bike trails & lanes - all roads throughout san angelo should have sidewalks and major roadways (except highways) need bike lanes to create save paths for children to walk to school, for pedestrians to cross major roadways, and for walking and biking recreation to allow for healthy lifestyle choices. (2) Renovate city parks and playgrounds that need repair like Unidad Park and Kids' Kingdom Park (3) stop allowing construction of new fast food chains - put a cap on fast food businesses in san angelo, I want to see non fast food restaurants and healthy food option chains to be built instead of increasing the number of unhealthy fast food chains in san angelo.	sales tax on tobacco, fast food, and other unhealthy choices for people, families, and children.
Splash park	BLANK
Splash pad, splash pad, splash pad! This is way overdue for San Angelo. We have so many young kids and nothing like this for fun, easy, free entertainment. Park renovations and bathrooms. Again, for our children. Another police station... and more police. Petty crimes have gotten out of control lately, especially car break ins.	BLANK
BLANK	Issue bonds
Street and sewer improvements!!	I would be willing to pay an increased tax to pay for street and sewer improvements as well as finding solutions for water shortages.
The streets in this town that need to be paved because of potholes and other issues, should be the number 1 priority. Do not pave the residential streets when it is not need.	That is your job to live within your budget

Project Comments	Funding Comments
Police Department, They are over crowded and don't have room for the people that are working in the offices. The Detectives and Administration. Animal Shelter, we need to move toward a no kill shelter. The streets are in bad shape and you need to fix what the last contractor messed up. The water is terrible, we pay a huge amount for water and you can't drink it. We have to pay for ro units and water softners to be able to tolerate it. We need to lose Republic Trash and find one that can do it cheaper. It is only \$15 a quarter in Houston and it isn't attached to the water bill. We are being stolen from.	You need to find as many grants as possible and quit spending money on projects we don't have to have, like bike trails, walking trails, and special projects that make the setting council members feel important. You should have learned from the Trump revolution that we are setting out here watching what you do. We know what is going on and not going to put up with it anymore.
Southwest blvd from the loop to green meadow needs to be redone.	If there isn't the money, then don't do it. I think things like a splash pad should not even be included when there are parts of our roads that are still in such sad shape.
Upgrade Mountainview Park on Millspaugh St. This is a family neighborhood with "older" faded playground equipment. The slide is really tall and 3-4" sides. Many people use the park for birthday parties, tennis, basketball, and playing on the playground equipment, etc. It would be nice to have a covered pavilion with picnic tables.	Partially by funds from fines that "should be assessed" to homeowners not keeping their yards, homes, alleys policed. I'm not opposed to a small tax increase to fund these projects or sell any city/school property that's not being utilized. I'm sure grants can be applied for and possibly fund some of these needed improvements.

Project Comments	Funding Comments
Street and infrastructural repairs and improvements are absolutely the first priority. We've spent enough on non-essential CIP. We should continually be working on/improving our infrastructure. Yes, we need a new: Coliseum, Water Utility Building, & Police Station. The Sports Complex on 29th Street could use some improvements also, if it would bring in money to the city as does the Coliseum. We're spending a ton of \$ on the City Auditorium and the Performing Arts Center. Hopefully they will support themselves. I'm not in favor of any further projects such as those non-essential CIP's, unless it's a grant that can't be used for anything else.	Current tax money. Reduce payroll for unnecessary jobs. Too many times I see city employees standing around doing nothing. For instance the lady at the Visitors Center. She sits there day after day getting paid for handing out maybe 1 or 2 pamphlets. That is an unnecessary expense for the city. Just the other day I noticed it took 3 trucks and 4 people to work on a light at the complex off Bell St. One was in the basket and 3 were watching him. I also noticed a park worker mowing over trash. Not bothering to pick it up as he was weed eating. The city employees need to be held accountable for their quality and quantity of work.
Coordinate with TXDOT the widening of Concho Ave at the intersection of Bryant and Concho Ave. to S. Oakes to create a gateway into historic downtown.	Partial TIRZ, TXDOT and General Fund
Continued flooding on the end of Whitney and River Valley Lane has progressively worsened with the poorly planned Whitney development, runoff from Butler Farms, and now Bentwood. As this is the result of poor engineering, approved by the City, and not addressed for the over 5 years it has been escalating, I feel that permanently fixing the drainage issue in our neighborhood to avoid the flooding of homes be a priority. The only road into Butler Farms also needs a permanent fix as, again, poor stormwater management from the new Bentwood subdivision is flooding our low water crossing. On 3 occasions this section was impassable for more than an hour. These means emergency response vehicles and residents could not cross presenting serious problems. Please address these manmade flooding/stormwater issues promptly. I have personally petitioned the City for over 5 years to correct these issues. Thank you	Less than 10% of the property taxes from Butler Farms and River Valley Lane area would cover addressing flooding to the two areas above. The water supply funding could come from rate adjustments for high volume users, while coliseum revenue could pay for its' own improvement via bigger and more numerous events.

Project Comments	Funding Comments
For years Foster Road low water crossing needs a permanent fix. Even with the latest repairs on the road and dams constructed to prevent water from coming across the road, the water breaches the dam and the pot holes re appear. Why not elevate the road and install or build a bridge? As the building continues in Butler Farm area, and Bentwood East, we must make this road safe. Secondly, any significant rainfall causes us flooding on River Valley Lane. As a result of the last big rain, water came within 2 inches of entering my house. My shop, built a few inches lower than the house had several inches of water. Anything on the floor was ruined. As more houses are built in Butler Farm, and especially on Whitney Street, the flooding potential escalates. For several years we have brought our flooding problem to the attention of the engineering department. Our latest contacts are Engineers Pehl and Overstreet which are very much aware of our problem and have great concern about our flooding problem. They have been eager to meet with us and do all they can. However, their hands are tied. Either give us relief or place a building moratorium on further building in the above cited areas. My wife and I are in our 80s and would like to get some peace	There are millions of dollars of taxable property in this small area, we should get something in return for the taxes paid.
The widening of Concho Ave beginning at North Bryant Blvd to get rid of dog leg and make a gatwy entrance into Historic Downtown san Angelo.	By using committed TXDOT funds as well as TIRZ funding with the balance from general funds and potential grant funding.
Immediate street improvements and funding increases to hire more police officers, and the incentives to retain officers.	Cut back on frivolous spending in many departments, such as expensive equipment and expenditures for public information department. Work to tighten budgets even more.

Project Comments	Funding Comments
Greetings, I have been a resident on Edmund Blvd for over 30 Years. Over the years there has been a steady increase in the amount of commercial 18 wheel vehicles(Edmund being used as a shortcut) , which in turn have began to significantly increase noise pollution(day and night), making the street almost impossible to cross, and getting out of your driveway is a crapshoot. Children, when released from Fannin Elementary, have to walk on lawns, because there is only one side of Edmund that has a sidewalk. The amount of reckless driving from Edmund all the way up/down to Glenna is horrendous, there is no form of traffic abatement. SAPD does a great job of patrolling and ticketing the abusers, however, they can not be on this street 24/7. Daily when I have to stop and try to turn into my driveway, I am frightened that I or my family members are going to be rear ended. This is a safety, as well as a quality of life issue, that hopefully will be addressed in the affirmative for a safe and healthy neighborhood I would like to see (1) some sort of traffic abatement from edmund to glenna, stop light, reduce speed, larger speed limit signage, and as a last resort speed bumps. (2) Restriction on type of vehicle that can go through our neighborhood. Side Walk on the north side of Edmund blvd from Van Buren to Catalina. (3) repave Edmund from Van Buren to Catalina.	I'm not sure how this request should be funded. I would hope that it can be funded within the same financial constraints that all city street, traffic abatement, and safety issues are normally projected, programmed, and executed.
I believe a new event center should be near the top of the to-do list for the City. The rodeo is always a big deal, but that is the largest event the coliseum has. I think a new event center could draw in more entertainment. I understand that San Angelo is much smaller than San Antonio, however people will travel for large events. The AT&T center has something going on all the time when the Spurs are not playing. Abilene does not much much as far as entertainment so its possible to get that crowd. San Angelo is not far out of the way for traveling bands. I think there is money to be made with a newer and up-to date coliseum.	I am not sure how much it costs to maintain the coliseum now, but I am sure it is substantial. I don't understand why semi-professional sports teams don't do well in San Angelo, but that would be my obvious answer. More concerts and entertainment.
City streets need to be fixed. Bell st, 29th st, too many potholes and causing damage to tires. My mailbox has gotten ran over including my fence 5 times in the past 3 years. We need speed bumps on certain streets. To slow people down. Safety should be the first concern of the city	City budget, tax payers money should go to this.. Money is wasted paying Reece Albert to do the work and they clearly don't do a good job.

Project Comments	Funding Comments
New Police Station - 1st Street Improvements (turn signals downtown) - 2nd Secure decent water supply - 3rd	Remove a bunch of the properties from "zero pay" on taxes or don't add any new ones to the tax rolls. These would help fund the projects easily without raising taxes for the rest of us.
Drainage for Foster Road and River Valley Lane. Foster road South of the loop has had constant potholes from water draining from Bentwood trying to get to the river. The city has patched these pot holes numerous times. Seems it would be cheaper to treat the drainage problem rather than constantly repairing the potholes on Foster Road. Also when we get a good rain, water will begin to "pile" up since there is no direct access for it to reach the river. The city needs to create a path for the water to reach the river. Otherwise the water becomes a threat for the folks closer to the river and threatens to enter their homes. Our backyard gets flooded during and right after a good rain. Again there isn't a direct path for the water to reach the river.	From the taxes we already pay
Bike and sidewalks that actually SAFELY lead somewhere. (downtown, library, ASU and other business entities of San Angelo, not just a dead end)	Make San Angelo as attractive as possible for attracting new business to lessen the tax burden on private home ownership. Less red tape.
Bell Street. PLEASE. It has been in disarray for a few years now. It is just about time for it to be fixed.	This is up to my elected representatives to decided.
Animal Shelter plumbing.	BLANK
Fix the plumbing issues at the San Angelo animal shelter. Build dogs runs so the dogs can go outside and make the kennels accessible for the public again. The photos on the computer are horrible and often animals are not posted for weeks or months giving them absolutely no exposure to the public. Feed the dogs so they don't look so emaciated and get rid of the tick infestation!	I'm sure there is a budget for these type of improvements. Our tax money is going somewhere.
Streetscaping in the downtown area.	Applicable federal & state grants, general fund and TIRZ

Project Comments	Funding Comments
streets that needed to be repaired, bell st, n chadbourn, need to be 1st long before MLK st. look at how much money is made at the rodeo and chadbourn is bumpy, damages vehicles and is an eye sore. stop spending money on crazy stuff, city hall looks good enough!!! how about a concrete pad with a metal roof for the homeless to get out of the rain!	stop spending money on making buildings look better, and spend it on the neighborhoods.
I am currently the President of the Wilkie Downs Homeowners Association and have served in this role for several years. During my service, I have received numerous inquiries about the City's extending sewer service to our area of the City.	I'm not sure if such an improvement would fall under the increase in water fees.
A city splash pad, not at the municipal pool. One that is free to the public at one of the current parks, like Unidad. This would make it much more accessible to everyone and it would be able to be open for a longer season than the pools. It would get more kids out and active in the heat of the summer.	BLANK
The streets. The roads here are absolutely terrible. The potholes are everywhere and when traveling down southwest in front of McDonald's you have to pray and hope you don't go bouncing off of the road. It's absolutely ridiculous. The parks. The parks need help with all of the stickers. The parks are full of stickers and end up in my home every year. Some nice grass will go a long way. Buildings We don't need anymore buildings for the city officials. The salaries are already out of control. And comparing us to other cities our size doesn't mean anything. It just means we are wasting the same amount as everyone else.	From our tax money! If I could just take a guess, most of our money goes to running the city instead of improving the city. Again salaries are out of control. And I'm certain the person reading this has a salary that is out of control and will delete this.

Project Comments	Funding Comments
1. Runoff water covers Foster Road just South of 360 on the way to Butler Farms after heavy rain. With a couple inches of rain the water over the road gets several inches deep, and with more rain is a dangerous crossing for cars. This road is the only access to Butler Farms and high water, especially at night is dangerous and sometimes not passable. The road at this low point should be raised with culverts under it to allow water to drain. 2. Due to a poor design of the runoff water holding pond at the end of Whitney St at Butler Farms, with a couple 2in rainfall events close together, the holding pond fills and drains to the north and into the lots on the South side of River Valley Ln at the roads East end. When those properties fill with water it then spills over River Valley Ln to the north side properties on the east end of the lane. The design of the pond needs to be up to requirements as well as the drainage on the south side of River Valley Ln needs to be improved.	These problems are generated by poor city design of drainage as the city has grown as well as builders changing the runoff capacity of the soil as ground cover is changed from grassland to city lots and concert. Also approved by the city. How bout funding coming out of city storm drainage budget.
In May, 2015 substantial rain caused major flooding down our street such that the garden behind my house was covered with 7 " of water and my work shop had 3" of water. My neighbors further down the street had worse flooding problems. City Engineers have surveyed our street and need to complete the work so as to prevent future flooding that could actually enter our houses. The low water crossing down Foster Rd. needs to be ADEQUATELY AND PERMANENTLY ADDRESSED.The potholes have been constantly recurring for several years now. The current situation of the repair is totally inadequate. In my opinion a bridge needs to be constructed so that water flows under it rather than across the low water crossing. To better understand the situation, PLEASE drive over to see it for yourselves, it will only take a few minutes of your valuable time. Thank you for your help with these matters of great importance to our neighborhood. Bill Bartosh	I understand that the residents of River Valley Ln. and Butler Farms have paid MANY MILLIONS of tax dollars over the years. It should NOT be too much to ask to use some of OUR taxes to take proper care of OUR NEIGHBORHOOD.

Project Comments	Funding Comments
I think streets and water should be the biggest priority. Streets all over town, give you whiplash. They are also several in need of widening. Would someone please look at Travis street going South from Lincoln Jr High? When the school was put in, Travis going North from 47th was widened significantly. But they did nothing South of 47th. When school gets out in the afternoon, you can't get more than one car at a time down the street. The kids have nowhere to walk, and they do it 4 or 5 wide of course. There is an empty lot on the SE corner that could be regraded at the street and the roadway made wider.	I am willing to continue to pay the slight tax we have been, or did, that funded the previous improvement projects if it will truly make a difference in our infrastructure and every day life. While the sport complex and the splash pad etc would all be nice. We need to fix the things we as a community already use EVERY day.
New Recreation Center- So that the rec department can have extra room for their programming and to replace the old Northside rec building. More Bank Stabilization and trail improvement along the river from Oakes street to Bell Street- to make it safer to walk along the river.. More Bank Stabilization and trail improvement along the river from 1st street to 19th Street- to make it safer to walk along the river.	Partnering with local businesses. Applying for more Federal and state grants.Using Half-cent sales tax.
I would specifically like to see the drainage/flooding problem on Foster Road just South of loop 306 permanently corrected. Of even greater importance to me , would be permanent correction of the flooding/drainage problem on River Valley Lane. I have lived on River Valley Lane for 34 years and this problem has steadily worsened as development in the area has increased over that time. We have often faced flooding problems that have made it difficult or dangerous to drive in and out of our neighborhood. This last year with the abundant rainfall we have seen instances where flood waters came close to entering our home. I know that city workers , staff, and council members have been made aware of this problem. It is time for action.	I would think that the over 2 million in taxes a year that the city collects from the residents of the Butler Farm and Ranchos de Conchos neighborhoods that are directly affected by these problems would be adequate to cover the cost of these projects if so allocated .
Recreation multi -use facility. In the top 10 of what people in San Angelo want. 1st 2 (hike/bike trails and dog park)have already been added. Adult and youth programs need gyms. More gym space will bring more tournaments. Seniors need rooms for their programs, sewing and crochet room, computers room and exercise and classrooms. Rooms can also be rented out for indoor parties.	Grants, partnership with schools, college?

Project Comments	Funding Comments
Only necessary functional projects should be funded from public money. If people want something else, let them raise the money otherwise. All the taxing bodies claim to not be raising taxes, but my tax bill has been raised significantly every year because my house and now lot is valued at significantly more than my neighbors have been able to sell their houses for. For retirees on a fixed income, current property taxes are insane. STOP unneeded spending!	Current water bills and taxes.
The condition of the animal shelter's plumbing is unacceptable. The kennels do not drain requiring shop vaccing to remove feces and other waste. It also allows for bugs, snakes, ticks and fleas to come through the cracked p-traps. This is a hazard to not only the animals, but the staff as well, and is a complete embarrassment to our city. It MUST be fixed.	Fees at the shelter should be raised on those violating spay/neuter and breeding ordinances. Increase in Animal Control manpower since takeover by Concho Valley PAWS should provide additional revenue in the form of citations. We should also increase fees for owner surrenders if possible.
The condition of the animal shelter's plumbing is unacceptable. The kennels do not drain requiring shop vaccing to remove feces and other waste. It also allows for bugs, snakes, ticks and fleas to come through the cracked p-traps. This is a hazard to not only the animals, but the staff as well, and is a complete embarrassment to our city. It MUST be fixed.	BLANK
Plumbing at animal shelter!!!!	Animal shelter. Plumbing. Renovations
Fixing the plumbing at the animal shelter. It's very unhealthy for the animals and the staff and needs to be fixed immediately. There's no excuse in how long this has gone on.	BLANK
FIX THE ANIMAL SHELTER PLUMBING	BLANK
Something needs to be done about the animal shelter. These poorndogs walk around in filth all day. The plumbing needs to be fixed! I do not understand why the city is paying paws 60k to handle adoptions! Why not use the 60k to fix plumbing and hire a vet. Things were good with rWSCUES working together to get the animals out.	Take away the 60k yall gave to Paws! That's was the dumbest idea! Conflict of interest when Jeanie Wilson is on the animal shelter advisory board and she saw an idea to put more money in her pocket!

Project Comments	Funding Comments
The animal shelter should be at the top of your list. The facilities are deplorable and the animals suffer needlessly. You should also focus on fixing the streets. The potholes and conditions of our roads are worse than 3rd world and I pay too much in taxes for that to be acceptable.	That's what you need to figure out. I pay the taxes, you fix the shelter, streets, and water.
Plumbing animal shelter	However it takes
I Believe the animal shelter should be a primary focus for repairs in the immediate future for the city of San Angelo. The animals do NOT have adequate housing due to the current condition of repair. These helpless victims of their circumstances rely on the humans that lock them in cells and in the name of all that is compassion they deserve to be properly cared for to the best of our ability. Please fix the plumbing!	I believe fines for failure to comply with city ordinances should be more consistently levied as well as increased fees for dumping pets at the shelter. Along with current budget for shelter.
Streets Water Sewer Drainage Most important and long ignored.	Grants Sales taxes Property taxes Use existing tax revenues and cut spending on non-essential services to offset.
Cox Lane @ Foster Road and Sunset needs to be addressed. No one knows what labe to use to go straight because San Angelo drivers suck! This road was never meant to handle the traffic it does. The road is mot wide enough and the design is ridiculous!!! This should be on top of the priority lists especially with residential and business zoning.	BLANK
Improving Foster Rd and the water drainage problems in Bulter Farms.	BLANK

Project Comments	Funding Comments
Our city animal shelter! It is falling apart...the dog kennel drains do not drain, we need noise reduction in the dog kennels, and an enhanced laundry facility to include connecting commercial machinery. Our shelter is in desperate need of improvements. What should take staff 2.5 hours to clean takes them over 5 hours as the kennels do not drain. They must use a wet vac to suction out every drain, then push the wet vac back to the outside and empty the waste. It is time consuming and a horrible thing to have to do every single day. Our animals are at great risk of disease as the kennels are hard to dry and disease spreads in damp areas. Please let's do right by our dogs and give them sanitary kennels. I also believe it to be unfair for shelter staff to have to clean in such a manner.	This is a tough question to answer. I do not believe it should come out of the shelter budget. If plumbing goes bad in other city buildings, are they expected to pay for it out of their budget? I do not believe so. I do not know exactly where that funding would come from but that would be a good place to start with the shelter funding.
Many streets in San Angelo are in poor condition and will need to be reconstructed. This is a very expensive process. The City should also develop a long range maintenance plan to address this issue so that the number of streets requiring reconstruction is kept to a minimum. I believe the City has a list of streets they plan on rebuilding and those should be addressed first.	Bonds should be used for these items
The Foster road drainage issue and river valley lane flooding issues are a major safety issue for not only our neighborhood and surrounding community, but also the city. When heavy rains come the road is impassable and does not allow the many physicians (of which I am one) that live in Butler Farms and on River Valley Lane to easily exit the area in order to provide our emergent and life saving services to the citizens of San Angelo. It also endangers the lives of any of the citizens living in this area as they could become trapped and unable to receive care themselves in the event of an emergency. The stagnant water along foster road also harbors mosquito larvae that will endanger the community and city concerning disease transmission. This has been an issue for a long long time and has worsened in the recent months and years as the development in bentwood and butler farms has continued without proper infrastructural support for drainage. This issue should no longer be ignored by the city and needs to be corrected immediately.	Funds need to be reallocated to prioritized the correction of the foster road drainage problem to ensure the safety of our beautiful community and city.

Project Comments	Funding Comments
My input is against inclusion of the Spur Parking Garage Renovation and Repair line item on the 2017-2022 CIP DRAFT in the amount of 2,409,000. While I understand the city's position of wanting to repair this structure to eliminate liability concerns, I don't feel that it should warrant consideration and funding until other items on the CIP with a greater priority are funded. There is not enough need in the immediate area of the garage to justify the expense. With the reduction of businesses in that area who would be willing to pay for parking and the price they would most likely be willing to pay for access, it would take years upon years to recoup the expense. I don't feel that the city can afford to refurbish the garage for the library patrons who would not likely choose to park there and walk the distance required to go to the library since most of them are there for short durations. The possibility of that garage being utilized by occupants of the Spur office building is also highly unlikely because that building is in such bad condition that it will likely remain vacant forever. Why throw good money after bad? Close the garage totally to eliminate the liability from even allowing people to park on the ground level and leave it until such time there are surplus funds not needed elsewhere more. That 2.4 million would go a long way to funding other line items on the CIP Budget that are much more needed and would benefit far more taxpayers than a parking garage that is not in a high demand area and would never be self-supporting on revenue.	Necessities first, wish list second.
My problem is with the usage of the single road (Foster Road) into Butler Farms. On one occasion about a year past I could not get to my house for around two or three hours because of a fire on the property east of Foster Road and the police had the road blocked. But the biggest concern I have is that when we get heavy rain, Foster Road can be impassable. On one occasion this past year the water was up to my running boards on my truck and I was very nervous about driving through it. The second big rain was so bad that I got out of my car and walked over to the water which spanned about 20 feet and after my third step unto the water it was over my ankles and because I was driving my wife's small SUV I turned around and left for a couple of hours to give the water time to descend to a manageable level to get home. Since I am 70 years old and take medications, I worry about not being able to reach my medication which has to be refrigerated or EMS not being able to reach me should I need them since I have had a quad bypass heart operation.	I know we have limited tax dollars to do what the city needs to do but I think it is time to charge these housing developers to insure they build a safe community and be held responsible for developments when they are not safe.

Project Comments	Funding Comments
Public Batting Cage - The Bell Street Complex has been a huge success in bringing revenue through tournaments as well as providing a 1st class atmosphere for practices during weekdays for many sports. We have noticed a substantial increase in levels of interest in baseball and softball. I am involved with commercial real estate and I am approached on a regular basis by people trying to set up batting cages but it doesn't work from a business approach due to cost of land, building and then trying to generate a return. I believe a public venue would pay for itself at a minimum and would offer something unique and needed in the area. We do not currently have any public facilities available, similar cities have multiple options. Something similar to the complex on Arden Road would be sufficient - indoor/outdoor cages that can be rented along with several pitching machines. There are fully automated systems available which would require nothing more than collecting money and routine maintenance. I believe this would create a huge impact for youth at a minimal cost. Please consider this as an option and please let me know if you would like me to provide more detail.	Multiple avenues depending on availability. Operating cost will easily be covered and depending on size and scope the improvements can be paid off over the next 5-10 years providing a revenue stream to be used for expansion or other projects.
With the shortage of water and a concern, I believe development in the city needs to be closely watched or halted. I know the more businesses and homes, more taxes can be collected. But there is a point where growth can't be sustained with our water supply. Until we get a better handle on water, the annexation of city property and building needs to be cut back. I still think water reclamation is a good solution. I moved here in 1986 with about 60,000 population, the lakes were adequate. Now the city is over 100,000 and now our water supply is limited. Growth is exceeding our water supply.	This is unpopular, but a small increase to our property tax should be considered. The council and staff have held it at the current level for many years, but our aging infrastructure (around 40 years old), to include the water plant need updating or repair. If we don't take care of it sooner, then later will cost more.

Project Comments	Funding Comments
I believe the low water crossing on Foster Rd. south of Loop 306 entering Butler Farms (Concho Valley Estates) needs to be addressed. With any amount of rain, the road is flooding and is not passable in a small car. It is the only entrance/exit from Butler Farms. The potholes the water creates are so deep that a car could be damaged by the driver not seeing the holes. Also, houses on River Valley Lane are flooding due to the runoff from other streets. The residents of Butler Farms pay a lot of taxes and have been complaining for years. We would like to be put on the Capital Improvement Plan ASAP. The fix that is put into place after each rain is a waste of money and only puts a bandaid on the problem. It has to be fixed every time we have any rain.	This should be paid with all of the property taxes that the residents in Butler Farms pay. It is a tremendous amount of money and this has been an ongoing problem for years.
Butler Farms Main Entrance Road - issues we have with our road, flooding and the water alongside Foster road to be fixed	capital funds
Please remedy the potholes and flooding on Foster Road in Butler Farms. Also additional flooding along River Valley and Whitney Roads.	CIP
Flooding in Butler Farms and huge potholes and flooding on Foster Road.	CIP
I have lived in Butler Farms for the last 4 years. The last two years we have had heavy rains in our area of the city and our only entrance to our community is either filled with standing water and/or potholes which have done a lot of damage to residents' vehicles. I am concerned that at some point we won't have any way of getting in or out of our community. There have also been at least two incidents where the road was blocked because of emergencies in the neighborhood. Something, other than minor repairs, needs to be done in order to make the roadway a safe entrance to the Neighborhood. Our residents pay property taxes to the city and I feel that a road should be constructed that will guarantee safety for those coming to and fro. Please make our area a high priority on your list!	The neighborhood of Butler Farms pays a lot in property tax. I would suggest you start with that in the street improvement.

Project Comments	Funding Comments
Number one priority should be water improvement. First by removing all harsh chemicals, so called cleansing agents chlorine. Also removing the toxic fluoride from the water supply as well. Fluoride has been proven time and again to not only be ineffective in dental care(you don't eat toothpaste do you?) , but it actually causes more problems including brain damage. This is not 1950, we have better methods of cleansing our water, namely oxygenation, or ozone as it is often referred to. It's cost effective, and won't run up a monthly bill like constantly having to buy more chemicals. Many cities across America are already updating their water treatment, and saving hundreds of thousands of dollars! A simple online search brought about this: Fluoride being removed by other cities: https://www.google.com/url?sa=t&source=web&rct=j&url=http://fluoridealert.org/news/city-removes-fluoride-from-water/&ved=0ahUKEwj0wc6pnLnSAhUD6WMKHxN7BagQFggoMAE&usg=AFQjCNHueJV9zwiBPf0CQCS7nQBouGRtBQ&sig2=ucP_ao9cK69XNHNmA-nKCA These harsh chemical toxins are damaging infrastructure, costing more money, hurting the Health of the Public, costing even more money, but more importantly, lives. Fluorosis, brain damage, lowering I.Q.'s, is not in the interest of Public Health, which is the lie we were sold on in the 1950's!!! Let's modernize, save money first by stopping fluoridation, then moving to ozone/oxygenation upgrades. Please contact me for more information, thank you!	Removing fluoridation first, would save a lot of money. Find that monthly cost, add it to the project of adding Ozonation equipment and infrastructure. There is a plan to upgrade, or add better equipment to our water treatment facilities, simply add this to that already existing proposal. Possibly having to change, or upgrade it, because without these two important issues at the forefront, it's a waste of taxpayers dollars. Thank you!
Santa Rita Park improvements - as one of the oldest neighborhood schools in all of San Angelo, the park is an adjacent treasure. Please put into action the \$175,000 that has been budgeted. Neighbors will help. If a matching campaign was launched, I think some of the wealthy families would donate. I myself would donate time. I cannot afford anything else right now.	BLANK

Project Comments	Funding Comments
As homeowners in the Butler Farms area of south San Angelo I would like to ask the City to try and include on the CIP budget a request for improvements to the part of Foster road that runs south from the 306 exit running into Butler Farms. This part of the road is constantly in need of repair. The City Road department is really pretty good about fixing "pot holes" but every little bit of moisture that we happen to receive just creates new problems. There is also an issue with one or two springs, located between Butler Farms and Bentwood that have a constant flow of water to the same area. The water is being diverted away from the road but it continues to pool up and become stagnant. Any consideration would be greatly appreciated. Respectfully yours, Kent Shelton	I must apologize for not having any ideas about the funding aspect. I hope that there would be funds available from City, County, State and/or Federal sources but I like most citizens don't fully understand where all the money comes from. We all assume that sales tax and/or property taxes along with Federal matching funds are used for most projects, but I'm really not sure. I plan to attend the March 7th Council meeting to find out more information. Thank you, Kent Shelton
I don't know about the relative priority of this project, relative to other projects, but Foster Road between Loop 306 and the Butler Farms subdivision has had a lot of problems over the past couple of years, whereas it didn't have any problems in the prior three years that I've lived in Butler Farms. It seems that changes in Bentwood (or elsewhere) have changed the water dynamics such that each time there is a little rainfall, a lot of water ends up running alongside Foster Road and eventually crossing over the road near the loop, often causing considerable damage to the road. And, if there's enough rain, the road becomes inaccessible. And, since it's the only entrance to the neighborhood, it can get to the point that people can neither leave nor enter the neighborhood. I think that a culvert at or near the power lines, and possibly an additional culvert where the damage typically occurs would get rid of 90-99% of the problems and would be cheaper in the long run than continuing to repair the flood damage after the fact.	My thinking is existing funds, with this project receiving a higher priority than other potential road improvement projects.

Project Comments	Funding Comments
I would like to see prioritization for funding the Drainage for Foster Road and River Valley Lane. On the current CIP listing these are two separate projects. I believe they are related and that funding execution of a solution would fix both. If the projects must stay separate, my priority is Drainage of Foster Road. My family and I have lived in Butler Farms for 8 years and we are concerned with the drainage/flooding situation on the section of road we rely on for access to/from our home. The section of Foster Road between Loop 306 and Butler Farms has flooded numerous times over the last 3-4 years. This flooding has become more pronounced in the last couple years. Now, even the slightest amount of rain causes considerable runoff over the road. During a rain event, the amount and depth of water on the road makes it hazardous to navigate. This running water also tears up the road and has caused significant potholes on many occasions. The size and number of potholes creates an unsafe situation where vehicles must drive in the wrong lane to avoid them. Additionally, the water that remains in the ditch along side of Foster Road after a rain does not drain. It remains for weeks to months at a time and has become stagnant. The hazardous entry/egress during rain events, the large potholes and damage to a narrow road, and the standing/stagnant water - this has become a serious health and safety issue and I am looking to the city to remedy the situation.	Prioritize this project to be funded with existing funds. There are many street and drainage projects currently on the CIP. I believe the council has the flexibility and ability to identify existing funding sources of another project and apply it to this one.

Project Comments	Funding Comments
Foster Road's drainage issues need to be included in the CIP and fixed! The Foster/Loop 306 road into the Butler Farms neighborhood has had major water issues that have not been addressed by the city. The problems have gotten worse over the last few years. Now we have 1) large volumes of standing stagnant water 2) water flowing over the road, even days after a rainfall 3) significant potholes 4) that lead to drivers "playing chicken" with other cars as they drive in the wrong lane trying to avoid the potholes so as not to damage their cars 5) and unsafe ability to drive on Foster during or after a rainfall, due to deep water crossing areas and rushing water that can make entering or exiting the neighborhood impossible to its residents or emergency services. As a registered nurse I serve the population of San Angelo. I am on call in the middle of the night. It is always very scary when we are expecting rain (or even several days after a rain event, as the water continues to back up and flow over Foster) and I get called in at 3 in the morning. I never know what water depth I am going to have to cross through in the dark, or if my engine is going to flood and I will be stranded, as I try to cross through the water, to get to the hospital in my 30 minute response time. It is extremely dangerous. With the warm weather arriving, the stagnant water on the west side of Foster Rd is a health hazard. It is a breeding ground for mosquitoes and other insects that can transmit disease. Spraying for mosquitoes in that area is not a fix. The "wall of dirt" that the city has placed around the stagnant water in an effort to contain the water is a joke. It is not a plan, nor is pumping water from the west side of Foster to the field on the east side of the road. The drainage and flooding issues on Foster Rd seem to be much worse in the last few years since all the construction in the northeast part of Bentwood, as well as the creation of the additional road that goes from Bentwood to the Loop 306 access road.	With existing funds. The Butler Farms entrance drainage issues should be given higher priority over other issues that may be competing for the same funds. I believe the flooding and drainage issues that River Valley Lane residents are experiencing are tied to the water and drainage issues on Foster. Foster and River Valley need to be addressed at the same time, as a concurrent project, to maximize planning and results. The repeated fixing of potholes after every single rainfall is not a solution either. I feel it is a bandaid the city is putting on, trying to temporarily appease the Butler Farms' homeowners. Let's spend the money to fix the water runoff and flooding issues once and for all, so there are no more potholes that need filling. Until the drainage issues are actually fixed, all of these problems will continue. There is often visible standing water on the east side of Foster Rd as well. It is time for the city to acknowledge, address, and fix these drainage issues in our neighborhood immediately.

Project Comments	Funding Comments
Foster Road between Loop 306 and Butler Farms has had ongoing flooding/drainage issues for the last couple of years. Foster Rd floods with every rainfall, and the problem has only intensified with time. Many times, it has been approaching impassable. For a number of months, there has been standing water adjacent to Foster Rd of an unknown source, which has flowed down from the Bentwood area. Huge potholes are left behind after each rain. As we approach warmer weather, the standing water will undoubtedly be a mosquito breeding ground. Most importantly, Foster Rd is the only entrance/exit into our sub-division. With over 100 homes in our subdivision, it's imperative that we have a safe and reliable way to access our homes. Please consider prioritizing this area of Foster Road as you prepare the 2018 CIP. Thank you!	I think this project should be included in the existing budget, and given a high priority.
Foster Road between Loop 306 and Butler Farms has had ongoing flooding/drainage issues for the last couple of years. Foster Rd floods with every rainfall, and the problem has only intensified with time. Many times, it has been approaching impassable. For a number of months, there has been standing water adjacent to Foster Rd of an unknown source, which has flowed down from the Bentwood area. Huge potholes are left behind after each rain. As we approach warmer weather, the standing water will undoubtedly be a mosquito breeding ground. Most importantly, Foster Rd is the only entrance/exit into our sub-division. With over 100 homes in our subdivision, it's imperative that we have a safe and reliable way to access our homes. Please consider prioritizing this area of Foster Road as you prepare the 2018 CIP. Thank you!	I think this project should be included in the 2018 budget and be given a high priority.
Reconstruction of Red Bluff Rd. This is one of the many roads in terrible disrepair. In addition to all the residents who must use this road to access their homes, it is also travelled by numerous visitors to the lake, especially during the boat races and on holidays.	If the city realizes any income from the boat races and other events at the lake, perhaps some of that income could be earmarked for road repair. Is there already a fund dedicated to road repair?

Project Comments	Funding Comments
I believe that police officers raise should be included. They work hard to keep our city safe. They are trying to clear our streets of crimes and drugs.	The police station needs improvement. Just about anyone can get into the station and jump over the desk. There's no bars or bullet proof glass for their protection. Overall it needs updating.

City of San Angelo
Capital Improvement Plan – Kiwanis Club
March 14, 2017 – 12:00 P.M.
Informal Minutes

Location:

Rio Concho Manor
401 Rio Concho Dr.
San Angelo, TX 76903

Presentation by Morgan Chegwiddden, Budget Manager

Approximately 28 Attendees

Public Comments:

- Airport improvements (2nd airline)
- Southwest Boulevard
- Howard Street
- Water supply - Spence
- MLK Transportation Enhancement Project