



City Council Agenda 2/6/2024

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held February 6, 2024 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

- 1. Call to Order**
- 2. Chaplain Prayer & Pledges**
- 3. Proclamations/Recognitions**
- 4. Public Comment**

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

5. Consent Agenda

- a. Consider approving the January 16, 2024, City Council regular meeting minutes (Heather Stastny)
- b. Consider approving a temporary monitoring well in the City's right-of-way located at 1733 Pulliam and authorizing the City Manager to negotiate and execute all related documents (Sarah Torres, Kevin Pate)
- c. Consider approving a lease and concessionaire agreement with Brevard Capital Group Inc. in the amount of \$19,903.32 per year plus concessionaire fees, and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)
- d. Consider approving a lease agreement with Emmanuel Episcopal Church for the building and property at 304 W. Ave. A for the operation of Boy Scout Troop 1 and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- e. Consider awarding WU-01-24 Collection Agency Services to Online Information Services for collection purposes in the amount of 19% of the collection balance and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- f. Consider awarding WU-02-24 Water Treatment Coagulant to Chameleon Industries in the amount of \$90,000 annually for one year, with four additional 1-year term extensions and authorizing the City Manager to negotiate and execute any related documents (Shane Kelton)
- g. Consider authorizing the City Manager to reject all bids received for RFB FC-01-24 HVAC Unit Replacements at Chase State Office Building (Bob Bluthardt)
- h. Report to Council regarding training ammunition, training conversion bolts for SWAT rifles, and standard 9mm ammunition for the San Angelo Police Department to be purchased using Federal and State forfeiture funds (David Howard)

- i. Consider a resolution calling and ordering the May 4, 2024 General Election for Chief of Police, authorizing the execution of an agreement for Election Services with Tom Green County Elections Administration, and authorizing the City Manager to negotiate and execute all related documents (Heather Stastny)
- j. Second reading of an ordinance for Z23-17 to rezone properties from Single-Family Residential zoning district to Two-Family Residential zoning district, located at 1212, 1210 & 1208 Roosevelt St. (Aaron Vannoy)

6. Regular Agenda

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

- a. Update on All-Tex Irrigation & Supply, LLC splash pad fundraising and direction from City Council regarding the project (Presentation made by Parks & Recreation Director Carl White)
- b. Consider a resolution of support for a proposed development by the Overland Property Group for senior affordable rental housing at 3800 Green Meadow Dr. named the Residence at Green Meadow as part of the 2024 annual Low Income Housing Tax Credit (LIHTC) affordable housing program (Presentation made by Neighborhood & Family Services Director Bob Salas and Overland Property Group Director of Development April Engstrom)
- c. Consider approving an Agreement with Kimley Horn and Associates, Inc. as part of RFQ OP-04-23 Safety Action Plan and ADA Transition Plan Update the amount of \$650,000 utilizing the Solid Waste fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Operations Director Patrick Frerich)
- d. First reading and public hearing of an ordinance designating Reinvestment Zone No. 24-1 to be located at Lot 1, Block 2, Section 3, Southwest Plaza Addition, also known as 2702 W. Loop 306, for the purpose of providing an ad valorem commercial-industrial tax abatement (Presentation made by Economic Development Interim Director Michael Dane)
- e. Consider approving Tax Increment Reinvestment Zone (TIRZ) incentive funding for six South TIRZ private projects totaling \$377,462.42 (Presentation by Planning & Development Services Assistant Director Aaron Vannoy)

7. Closed Session

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

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Announcements and consideration of Future Agenda Items:
-Consider dates and scheduling for the next Strategic Workshop

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 31st day of January 2024, at 4:58 p.m.


Heather Stastny, City Clerk

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

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

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

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

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, January 16, 2024

Quorum Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:32 a.m. on Tuesday, January 16, 2024, at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

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

3. Proclamations/Recognitions

January 2024 was proclaimed as School Board Recognition Month.

4. Public Comment

City Attorney Theresa James addressed public comments during City Council meetings.

County Resident Jackie Chestnutt requested clarification on the time-limits for public comment, submitted a file containing grievances on personal matters not city related; expressed opposition of a possible PETA art installation and continued to development of parks in the city.

Citizen Mary Robinson (SMD 2) provided suggestions for helping the animal crisis.

Neighborhood and Family Services Director Bob Salas thanked the Salvation Army for opening the shelter.

Salvation Army Commanding Officer Major Alfonso Martinez announced the Salvation Army has opened an inclement weather station at 122 W. 2nd St. with 60 beds, showers, and laundry service, and expressed a need for a large, double-door refrigerator. Intake begins at 6:30 p.m. each evening.

Citizen Howdy Johnston (SMD 1) spoke about the homeless encampment near his property.

Citizen Evelyn Smith (SMD 5) asked about the discussed changes to the TIRZ policy.

5. Consent Agenda

- a. Approval of the December 19, 2023, City Council regular meeting minutes (Heather Stastny)
- b. Approval of Amendment #1 in the amount not to exceed \$47,500 to Task Order 4 with eHT for Construction Materials Testing in relation to the Hickory Ground Water Supply System Expansion Project and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- c. Approval of Change Order #1 and Change Order #2 to WU-08-23 Howard Street Utility Project with Darnell Construction, Inc. for the total amount of \$88,060 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

- d. Approval of Change Order #2 to WU-04-23 Lake Nasworthy Wastewater System Improvements Project with McKee Utility Contractors, LLC for the total amount of \$259,707.30 utilizing project contingency funds and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- e. Approval of Change Order #7 and Change Order #8 to ES-01-21 Southwest Boulevard Improvements Project with Reece Albert, Inc. in the total amount of \$91,091.87 utilizing project contingency and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- f. Approval of TIPS Contract #221001 for the purchase of two Dump Trucks with the option to purchase one additional unit annually from Lone Star Truck Group in the amount of \$435,000 and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
- g. Award of bids for the purchase of two Sewer Combination Trucks and authorizing the City Manager to negotiate and execute any related documents:
 - 1. HGAC Contract HT06-20 for the purchase of one Sewer Combination Truck from Houston Freightliner in the amount of \$352,589.15
 - 2. TIPS Contract 221001 for the purchase of one Truck Chassis from Lonestar Truck Group in the amount of \$109,103 and Sourcewell Contract 101224-VTR for the purchase of one Sewer Combination Body from Vactor Manufacturing in the amount of \$257,722 (Ryan Kramer)
- h. Approval of an amendment to the current Agreement with The Vessel Church for additional office space at Station 618 and authorizing the City Manager to negotiate and execute all related documents (Samantha Kneisler)
- i. Adoption of a resolution authorizing the City of San Angelo to serve as the political subdivision for the Region 9 Upper Colorado Regional Flood Planning Group pursuant to 31 Texas Administrative Code Chapters 361 and 362 and allow for the submission of a Request for Applications for Regional Flood Planning Grants to the Texas Water Development Board (Shane Kelton) (Pg. 6; 2024-001)
- j. Adoption of a resolution authorizing the San Angelo Police Department to apply for grant funds from the Office of the Governor, Criminal Justice Division, for Rifle-Resistant plates for Bullet Proof Vests (David Howard) (Pg. 8; 2024-002)
- k. Adoption of a resolution authorizing the San Angelo Fire Department to apply for the State Homeland Security Grant Program (Johnny Fisher) (Pg. 9; 2024-003)
- l. Adoption of a resolutions approving the Investment Policies for the City of San Angelo, Lake Nasworthy Trust, and Development Corporation Funds (Tina Dierschke) (Pg. 10; 2024-004) (Pg. 11; 2024-005) (Pg. 12; 2024-006)
- m. Adoption of an ordinance for Z23-15 to rezone a property from the Heavy Commercial zoning district to Light Manufacturing zoning district located at 1182 E. Gas Plant Rd. (Aaron Vannoy) (Pg. 13; 2024-007)
- n. Adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for capital projects (Tina Dierschke) (Pg. 16; 2004-008)

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

Motion: Council Member Miller made a motion, seconded by Council Member Hiebert, to approve item 5e, as presented by Operations Director Patrick Frerich. The motion carried (7) ayes to (0) nays, with no public comment.

6. Regular Agenda

- a. Adoption of a resolution of support for the proposed development of the Bergman Heights Senior Affordable Housing located at SEQ Petro Dr. and Ben Ficklin Rd. as part of the 2024 annual Low Income Housing Tax Credit (LIHTC) affordable housing program for KCG Bergman Heights, LP (Presentation made by Neighborhood and Family Services Director Bob Salas and CJ Linter) (Pg. 19; 2024-009)

County resident Jackie Chesnutt asked about the City's ability to support new build homes/apartments.

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

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

County resident Jackie Chesnutt expressed support for the project and inquired about the management of the project and its funding.

Direction: Council directed staff to proceed with the CACP project and evaluate available funding options to be presented to Council.

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

County resident Jackie Chesnutt raised questions regarding the enforceability of activity on private property.

Citizen Evelyn Smith (SMD 5) inquired whether the discussed ordinance covers the presence of "junk" on property.

Direction: Council directed staff to review the ordinance and bring back changes for consideration with concentration on aesthetics, accessibility, and commercial vehicle parking.

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

Direction: Council directed staff to bring back a proposed revision of the ordinance that provides a more comprehensive approach allowing Council authority to approve tax abatements.

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

PAWS Executive Director Jeanie Wilson requested an opportunity to speak to Council about the services provided by PAWS and explore potential collaboration opportunities to enhance these services.

Citizen Cinney Flores emphasized the importance of spay/neuter and enforcement and invited Council and citizens to visit PAWS.

Citizen Mary Wilson (SMD 1) spoke in opposition to euthanizing animals due to limited space in the shelter and provided suggestions to improve the animal crisis within the city.

Direction: Council directed staff to review the cost associated with the proposed new/expanded services, as well as exploring various funding options for Council consideration.

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

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

7. Closed Session

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

8. Follow Up and Administrative Issues

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

No action taken.

- b. Consider approving various Board nominations
Animal Services Advisory Commission: Jen Murphy (SMD 2) to a third term ending January 2026
Civic Events Advisory Board: Norma Brawner (SMD 4) to a second term ending December 2025
Fort Concho Museum Board: Lisa Marley (SMD 2), Colleen Haddad (SMD 3), and Sarah Clemens (SMD 5) all to a second term ending January 2026
Planning Commission: Luke Uherik (SMD 1) and Joe Self (SMD2) to a third term, Michelle Miller (SMD 6) to a first full term, all ending January 2026
Tax Increment Reinvestment Zone: John Mark Hogg (SMD 1) as Chairman of the board for a one-year term ending January 2025
Zoning Board of Adjustments: Lorenzo Lasater (SMD 1) to a first term, Teri Jackson (SMD3) to a first full term, Lyndon Roberts-Galindo (SMD 5) and Don Barnhart (SMD 6) to a second term, and Gary Cortese (Mayor) to a third term, all ending January 2026

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

- c. Announcements and consideration of Future Agenda Items

Council Member Thompson requests a review of an ordinance regarding trees overhanging into the street or easements, with clarification on property owners' responsibilities in this matter, as well as clarification on the criteria that determine the containment of a pet within a yard.

9. Adjournment

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

There being no further business, the meeting adjourned by consensus at 12:12 p.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 6, 2024

Item type: Consent Item

Caption:

Consider approving a temporary monitoring well in the City's right-of-way located at 1733 Pulliam and authorizing the City Manager to negotiate and execute all related documents (Sarah Torres, Kevin Pate)

Staff Recommendation:

Approve

Summary/History:

The well will be located approximately 57 feet off of North Schroder Ave. on the city right-of-way south of the intersection of North Schroeder Avenue and Pulliam Street. Monitor will remain in place until TCEQ approves site case closure; some sites close within two year - others take longer.

Funding Source(s):

Financial Impact:

n/a

Other Information/Recommendation:

Attachments:

- | | |
|--|---|
| 1. Aerial of Location | Aerial of Location.pdf |
| 2. Survey | Survey.pdf |
| 3. R-O-W_Construction Permit Application | R-O-W_Construction Permit Application.pdf |

Presentation:

Sarah Tackett-Torres, Kevin Pate

Approvals/Reviews:

Sarah Tackett-Torres
Kevin Pate
Theresa James

Created/Initiated
Approved
Approved

Heather Stastny

Final Approval

Legend

- Proposed Well
- Surveyed Property Boundary

Proposed Well
31.470032, -100.409878 NAD83

N Schroeder Ave

eder Ave

Proposed Monitoring Well Map

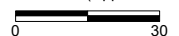
Sunoco LLC
Cal's #38
1733 Pulliam Street
San Angelo, Texas

Drawn
DMC
Designed
DMC
Approved



Date
12/1/23
Figure
X.X.

Scale In Feet (Approximate)



COPYRIGHT 2023

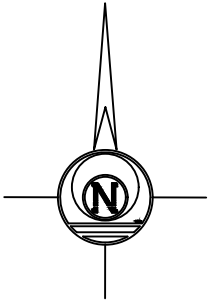
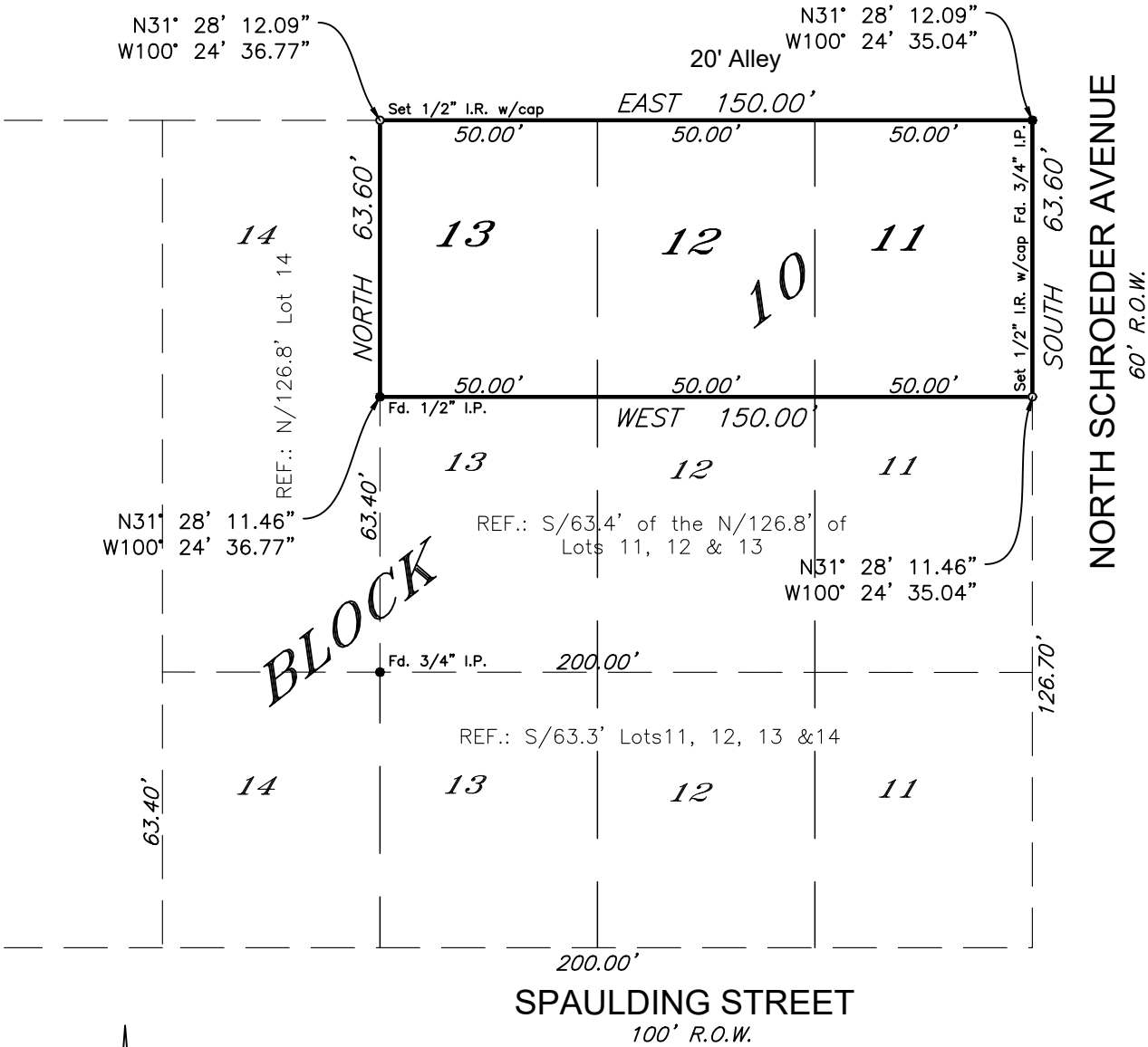
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SKG

ENGINEERING, LLC

SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903
PHONE: 325.655.1288
FAX: 325.657.8189
FIRM No.: 10102400
www.skge.com



SCALE: 1"= 40'

BEARINGS ARE BASED UPON THE PLAT OF RECORD.

313 SCHROEDER AVENUE
PLAT SHOWING A SURVEY OF THE NORTH 63.6 FEET OF LOTS 11, 12 AND 13, BLOCK 10, BELL ADDITION, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK OF TOM GREEN COUNTY, TEXAS.

This survey is prepared for the exclusive use and benefit of Right Drill, LLC., the purchaser of this survey and for the specific transaction for which this survey is intended. Use of this survey cannot be transferred or assigned to a third party. Not valid without the original signature and seal of a Registered Professional Land Surveyor.

This is to certify that this map or plat and the survey on which it is based were in accordance with the requirements set forth in the Professional Land Surveying Practices Act in effect as of the date of this survey.

Dated: November 3, 2023.


RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636





City of San Angelo

Right-of-Way Construction Permit Application

Registration # _____

Permit# _____

Expiration Date: _____

APPLICANT INFORMATION

Sunoco, LLC

Company's Legal Name (Owner of Facilities)

2 Righter Parkway	Wilmington	DE	19803
Address	City	State	ZIP Code

302-485-4081	-	jdfultz@evergreenresmgt.com
(Area Code) Telephone#	24-Hour Emergency Phone#	Email Address

Jeremy Fultz	Management Operations	302-485-4081	jdfultz@evergreenresmgt.com
Contact Person 1	Title	Phone#	Email Address

Contact Person 2	Title	Phone#	Email Address
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Is your Company authorized to do business in the State of Texas? (Please check one) Yes ☒ No ☐

CONTRACTOR INFORMATION

Groundwater and Environmental Services, Inc.

Company's Legal Name (Owner of Facilities)

12705 S Kirkwood Drive	Stafford	TX	77477
Address	City	State	ZIP Code

888-540-0804	awakefield@gesonline.com	
(Area Code) Telephone#	24-Hour Emergency Phone#	Email Address

Fabian Salinas	Senior Project Manager	888-540-0804 x3338	fsalinas@gesonline.com
Contact Person 1	Title	Phone#	Email Address

Amber Wakefield	Staff Geologist	281-965-0171	awakefield@gesonline.com
Contact Person 2	Title	Phone#	Email

Address Is your Company authorized to do business in the State of Texas? (Check one) Yes ☒ No ☐

Name and Address of Registered Agent for Service of Process:

Completed forms and attachments must be returned with original signatures (no photocopies) to the address below in person or by mail.

Right-of-Way Construction Permit Application

ADDITIONAL INFORMATION

By separate attachment, please furnish the following

- o Certificate of Insurance (for applicant – should be filed with Risk Management Office with copy to City Engineer).
- o Provide name, address, and phone number of subcontractors, and type(s) of work to be performed by each.
- o Items required on checklist [P.6].

Location and Description of Work (include street names, termination points and linear feet of cable work):

Approximately 57 feet west off of North Schroeder Avenue on the city right of way located south of the

intersection of North Schroeder Avenue and Pulliam Street. Monitor well will remain in place until TCEQ approves

site case closure. some sites close within two years others take longer.

Will any pavement be removed, including utility locates? (Check one) Yes ☒ No ☐

-A 2 foot by 2 foot area will be removed for the well installation but it will be replaced / repaired with a well pad.

Will traffic lane or sidewalk closure(s) be required? (Check one) Yes ☐ No ☒

If traffic lane or sidewalk closure is required, a detailed traffic control panel or temporary street closure plan is required, *even if a permit is not needed*. The plan must be submitted with the permit application or 30 days before work is done, if only notice is provided (that is, if no permit application, traffic lane closure is limited to the times set forth in the Right-of-Way Management ordinance).

Anticipated Start Date: 12/15/2023

Anticipated Completion Date: 12/24/2023

Must obtain locates from City. Confirmation of City locate: _____

Must call DIG-TESS at (800) 344-8377 DIG-TESS Confirmation Number _____

No Work May Begin Until all Locates are Marked in the Field.

INSTRUCTIONS FOR APPLICANT

- Applicant must submit Application with a copy of plans; a copy of a legible site-specific traffic control plan or street closure plan, if required; a line drawing or aerial photo; and all items required on checklist. Plans must follow ordinance requirements, street names and legend.
- Application must be signed by someone authorized to bind Owner of facilities.
- Forty-eight hours before commencing work, the contractor shall contact the Office of City Engineer (325) 657-4201.
- Contact the City of San Angelo Traffic Operations Division (325) 657-4377, 48 hours prior to working within 500 feet of a signalized intersection.
- Locate marks must be removed when work is complete.
- This Permit will become null and void if construction is not begun on or before _____, 20____.
- The Construction Permit must remain on Project Site when work is being performed.

INTERNAL USE ONLY

Date Received: _____

☐ Complete

☐ Bonds ☐ Insurance ☐ Map ☐ Email Notification Sent _____

☐ Incomplete. Missing items: _____ ☐ Email Notification Sent _____

Right-of-Way Construction Permit Application

I HAVE READ AND UNDERSTAND THE STREETS AND SIDEWALK ORDINANCE (ARTICLE 4.08) AND STANDARDS FOR RIGHT-OF-WAY CONSTRUCTION AS SET FORTH IN THE "CITY OF SAN ANGELO. ENGINEERING SERVICES POLICY. ELECTRIC UTILITY. CABLE. TELECOMMUNICATIONS AND OTHER FACILITIES IN RIGHT-OF WAY".

The undersigned authorizes the City of San Angelo to verify any and all information provided as determined necessary. In addition, the undersigned understands that failure to provide the requested information or providing false information on this form or related attachments may result in disqualification.

THE APPLICANT (OWNER OF FACILITIES) ACKNOWLEDGES THAT APPLICANT HAS REVIEWED AND IS FAMILIAR WITH THE CITY'S STREETS, SIDEWALKS AND CURB CUTS ORDINANCE (ARTICLE 4.08 OF THE CITY OF SAN ANGELO CODE OF ORDINANCES), "CITY OF SAN ANGELO. ENGINEERING SERVICES POLICY. ELECTRIC UTILITY. CABLE. TELECOMMUNICATIONS AND OTHER FACILITIES IN City RIGHT-OF WAY", AND APPLICABLE STATE LAW, AND AGREES THAT APPLICANT SHALL BE BOUND BY SAID ORDINANCE AND POLICY, INCLUDING BUT NOT LIMITED TO THE INDEMNITY PROVISIONS THEREIN. SUCH LIABILITY SHALL INCLUDE, BUT IS NOT LIMITED TO, LIABILITY FOR ALL DAMAGE TO CITY PROPERTY, AND EXPENSES FOR CLEANUP, REMOVAL, REPAIR AND REPLACEMENT OF CITY PROPERTY NECESSARY TO RESTORE THE PROPERTY TO THE SAME CONDITION IT WAS IN PRIOR TO THE DAMAGE INCURRED, PLUS REIMBURSEMENT FOR COSTS INCURRED BY CITY FOR EMERGENCY RESPONSE, IF ANY, RELATING TO DAMAGE TO CITY PROPERTY ARISING OUT OF THE APPLICANT'S CONSTRUCTION WORK UNDER THE PERMIT.

Right-of-Way Construction Permit Application

FACILITY OWNER/APPLICANT: (Company Name) Sunoco LLC

By (Authorized Representative): Jeremy Fultz

Authorized Representative Printed Name and Title: Jeremy Fultz Project Manager

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, as _____, of
_____, on behalf of said entity by authority of its governing board.

Notary Public, State of Texas
My Commission Expires: _____

Right-of-Way Construction Permit Application

CONTRACTOR: (Company Name) Groundwater & Environmental Services

By (Authorized Representative): Fabian Salinas

Authorized Representative Printed Name and Title: Fabian Salinas Senior Project Manager

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____, as _____, of
_____, on behalf of said entity by authority of its governing board.

Notary Public, State of Texas
My Commission Expires: _____

Right-of-Way Construction Permit Application

CHECKLIST FOR PERMIT FOR RIGHT-OF-WAY (R-O-W) USE

Use of this checklist does not remove responsibility of the R-O-W User to review and meet all of the requirements of the R-O-W Management ordinance and other ordinances of the City. It is for convenience only. R-O-W User must meet all requirements, whether listed in the checklist or not. All federal, state and local laws must be followed. Notify the City of San Angelo Office of City Engineer 48 hours before work commences.

Nothing in the City ordinances, policies or permit process allows the applicant to violate any property ownership, to be on third-party facilities or to violate deed restrictions or other private restrictions. It is your responsibility to obtain permission and advise permit staff of any applicable restrictions.

Each place the document advises you to "**STOP**" is there to prevent the denial of your permit. Certain items are required before a permit application can be granted. If you do not have or are unable to produce such items, your permit will be denied.

- **Step One: Registration - All R-O-W Users must have completed all Registration requirements prior to filing an application.**
If you are not registered, **STOP** the permit process and file your registration **FIRST**.
- **Step Two: Authority to Use R-O-W Identified.**
All R-O-W Users must identify under what authority they are allowed to use in the R-O-W. That is, whether they are applying pursuant to authorization under a franchise (identify Franchising authority and date of issuance), a license (identify Licensor and date of issuance) or state law (cite the authorizing statute).
- **Step Three: Permission to Use Other R-O-W or Property.**
If a R-O-W user is seeking placement upon city facilities, the R-O-W User must have an Agreement with the City to allow placement on those facilities before a permit application is filed. If you do not have such an Agreement, **STOP** the permit process and obtain the Agreement first.

If the installation planned by the R-O-W User will place facilities within or across land or R-O-W owned by another governmental entity, such as federal, state, transit authority or a private entity such as a railroad or utility R-O-W, you must have permission from that other entity before filing your permit. (Examples include permission from TxDOT to cross highway R-O-W or from a railroad or transit authority to cross railroad R-O-W.) If network node placement will involve a pole owned by another R-O-W User, provide pole attachment agreement.
- **Step Four: Identify Owner, Contractor(s) and Subcontractor (s).**
Identify the owner of the facilities (which should be registered - see Step One), an emergency contact and all contractors and subcontractors, including telephone, email address and physical address.
- **Step Five: Identify location.**
 - o Identify each location for which a permit is sought. Attach additional sheets if necessary.
 - o Indicate if installation will cause entry onto private property.
 - o For network nodes installations, indicate if installation will be in a residential area, underground area, design district, historic district, park or other specially regulated location.
- **Step Six: Attach and appropriately label plans showing location and route.**
Show as required or applicable:
 - o Proposed, approximate location and route of all facilities and the applicant's plan for R-O-W construction on a set of scaled, dimensioned construction plans.
 - o Plan/profile sheet.
 - o GIS shape file.
 - o Before and after street view.
 - o An aerial map.
 - o Indicate current R-O-W lines and any existing city facilities.
 - o Show any proposed underground conduit or other facilities, including depth and dimensions of such facilities.

-
- o Type of casing pipe required, overhead lines, network nodes, ancillary equipment, or any other facilities to be installed;
 - o Drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, network nodes, micro-network nodes, or other facilities.
 - o Show a cross-sectional profile.
 - o Provide sectional dimensional drawing for installation of pole to include anchor, any proposed ground equipment and location, provide required completed industry standard individual pole load analysis performed and sealed by an engineer licensed by the State of Texas.
 - o If a street, sidewalk or trail will be affected, provide temporary traffic control / street closure/ safety plan.
 - o Provide detailed plans to remove and replace asphalt or concrete in streets, sidewalks or trails.
 - o Show erosion control measures.
 - o Identify all existing utilities and any existing or potential utility conflicts and methods to be used to protect existing structures, facilities or other already existing installations.
 - o Engineering plans, which will be on a scale of one (1) inch equals fifty (50) feet unless otherwise approved by City Manager.
 - o Other _____

Network Nodes or other attachments:

- o Provide evidence there will be no radio, structural or other interference with public safety, traffic light signal system or other City communications systems or components.
- o Show electric voltage to be used.
- o Show any projecting attachments.
- o If the network node will be concealed or camouflaged, show how that will be accomplished, and if it will not be concealed or camouflaged, please attach an explanation as to why it will not be concealed or camouflaged.
- o All exposed wires be sheathed or enclosed in conduit.
- o Show size and that it meets required size limits.
- o If on a municipal service pole, see instructions for such installation.

• **Step Seven: Time for installation.**

- o Show start date: _____
- o Length of time to complete installation: _____

• **Step Eight: Sign acknowledging indemnity and certify representative status.**

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Solutions & Services, Inc. 619 Amboy Avenue Edison NJ 08837	CONTACT NAME: Frank Jacobs PHONE (A/C, No, Ext): (732) 738-6080 E-MAIL ADDRESS: fjacobs@issi-nj.com FAX (A/C, No): (732) 738-6081
INSURED Groundwater & Environmental Services, Inc. 12705 So. Kirkwood Road Suite 220 Stafford TX 77477	INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Company INSURER B: Nautilus Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25224 17370

COVERAGES**CERTIFICATE NUMBER:** CL2361506768**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLP202300016	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ MCS-90			BAP202299616	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			FFX202300117	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WCA202299216	07/01/2023	07/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL POLLUTION			CCP200563422	07/01/2023	07/01/2024	LIMIT: \$ 5,000,000 AGGREGATE: \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: Right-of-Way Construction Permit

CERTIFICATE HOLDER**CANCELLATION**

The City of San Angelo 72 W. Collee Avenue San Angelo TX 76903	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Subcontractor Information

Right Drill, LLC

- Stas Grover
- 6955 Crestway Rd.; San Antonio, TX 78239
- 210.326.6095
- Monitoring Well Installation

Photos of Completed Monitoring Well Construction



Legend

- Proposed Well
- Surveyed Property Boundary

Proposed Well
31.470032, -100.409878 NAD83

N Schroeder Ave

eder Ave

Proposed Monitoring Well Map

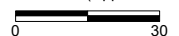
Sunoco LLC
Cal's #38
1733 Pulliam Street
San Angelo, Texas

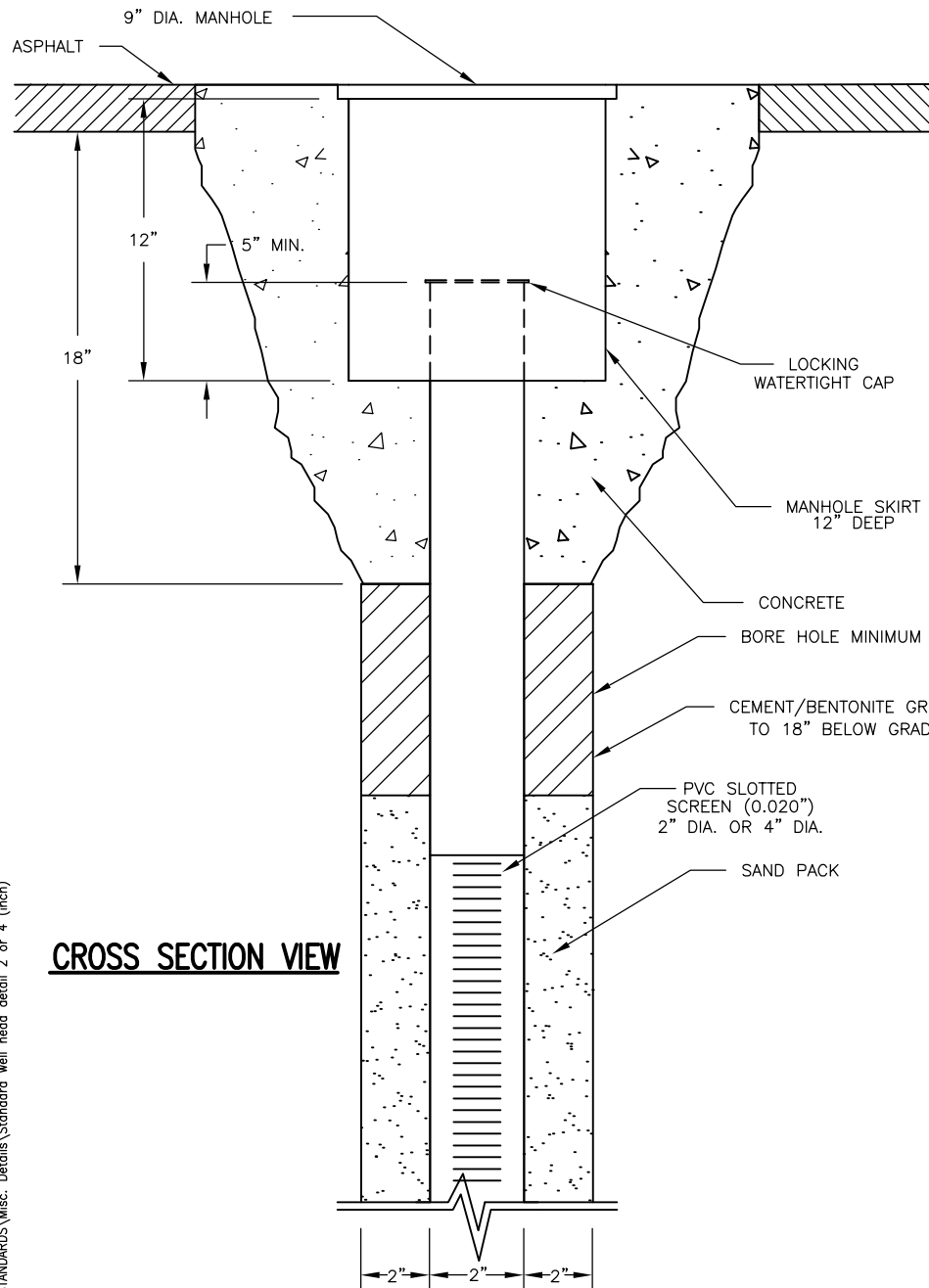
Drawn
DMC
Designed
DMC
Approved



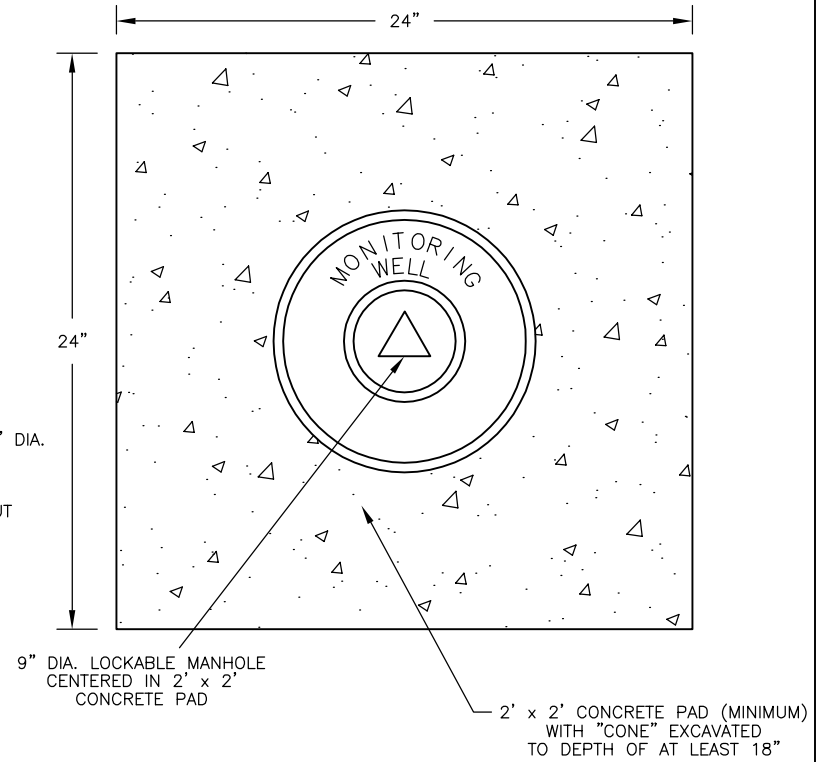
Date
12/1/23
Figure
X.X.

Scale In Feet (Approximate)





CROSS SECTION VIEW



TOP VIEW

STANDARD SPECIFICATIONS FOR MONITORING WELL DETAIL

NOT TO SCALE



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Valgardson, Airport Director, Airport

Meeting Date: February 6, 2024

Item type: Consent Item

Caption:

Consider approving a lease and concessionaire agreement with Brevard Capital Group Inc. in the amount of \$19,903.32 per year plus concessionaire fees, and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)

Staff Recommendation:

Approve

Summary/History:

Brevard Capital Group Inc. is a franchisee for Hertz, Dollar Car Rental, and Thrifty Car Rental. They are requesting to lease the following airport space: 1) Two rental car counters and queuing areas in the terminal; 2) 27-parking spaces in the rental car terminal lot for customer return and delivery; 3) a quick turn around area consisting of 19,166 sq. ft. of raw land. This lease will also contain a concessionaire license agreement to operate a non-exclusive rental car business out of the airport terminal building.

We are seeking a three-year lease with one three-year extension.

The lease rate for all amenities will be \$19,903.32/yr plus concessionaire fees in the amount of 10% gross revenue or \$2,500 per brand per month. The leased portion of the agreement will have a 2% fee increase each year.

This will be a tremendous benefit to airport users and the city. We have been needing additional car rental services since 2020.

Funding Source(s):

Financial Impact:

The revenues from the lease agreement are non-aeronautical and can be used for unrestricted airport expenses. Below is a summary of the charges for year 1. The fees will increase 2% each year.

Description	Lease Rate	Facility Size	Monthly Total
Concessionaire License Fee	10% Gross Revenue or \$2,500/ month,	Minimum Revenue Guarantee	10% Gross Revenue or \$2,500/month,

	(Per Brand/Cobrand) whichever is greater			(Per Brand/Cobrand) whichever is greater
Terminal Counter, Office, & Queuing (up to 2 brands)	\$1.58 / Square Foot	(Unit #2) 256 SqFt	\$404.48	\$808.69
	Per Month	(Unit #3) 256 SqFt	\$404.48	
Ready Return Parking Stalls	\$9.00 / Stall Per Month	27 Stalls		\$243.00
Quick Turn Around Facility	\$0.38 / Square Foot Per Year	19,166 Square Feet		\$606.92

Other Information/Recommendation:

Attachments:

1. Rental Car Leased Area Rental Car Leased Area.pdf

Presentation:

Jeremy Valgardson

Approvals/Reviews:

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

EXHIBIT “A”

Airport Terminal Building Floor Plan
Car Rental Concession Counter and Related Area

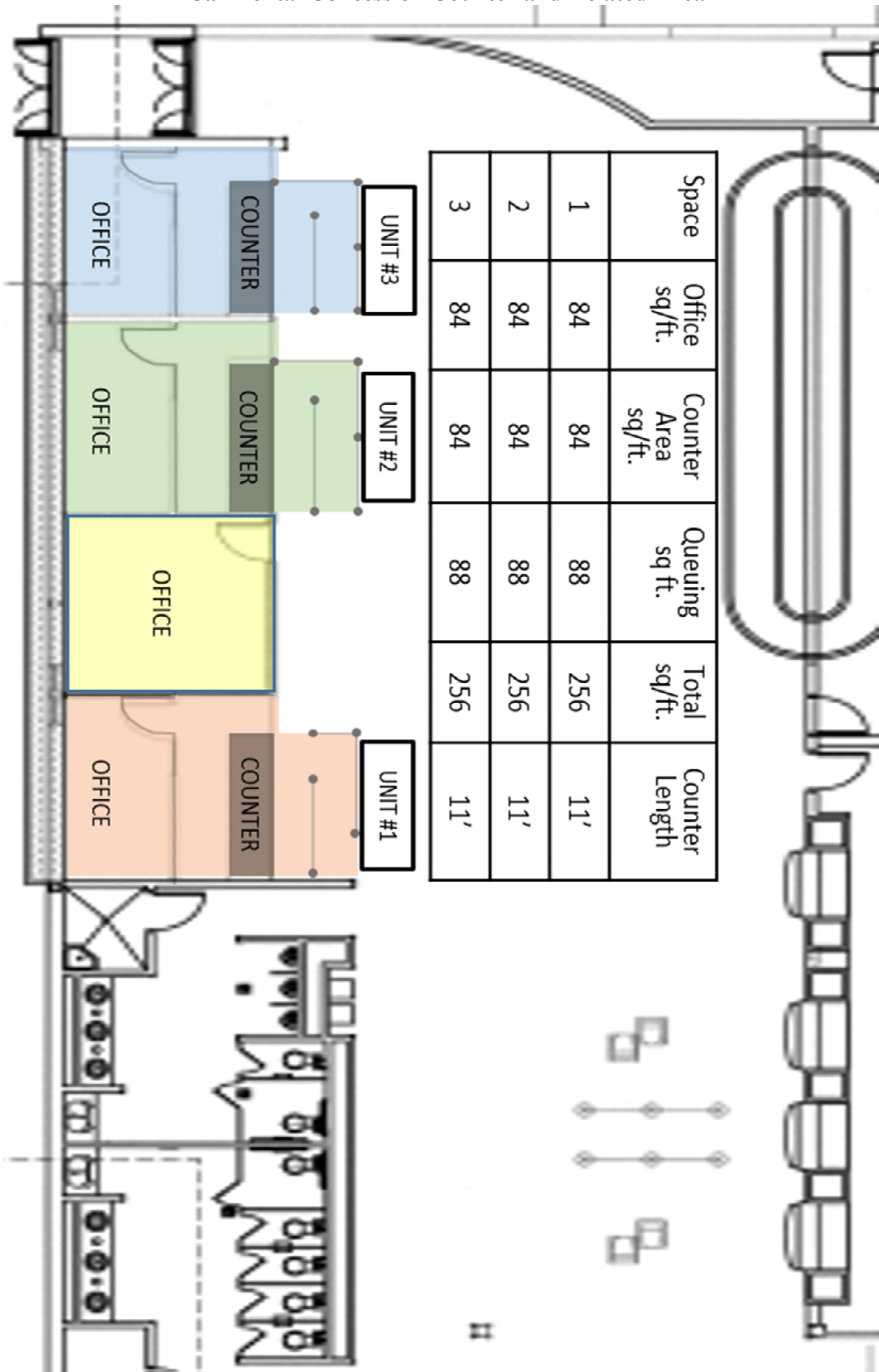


EXHIBIT "B"
Airport Terminal
Car Rental Concession Ready Car and Return Car Check in Parking Position Designations

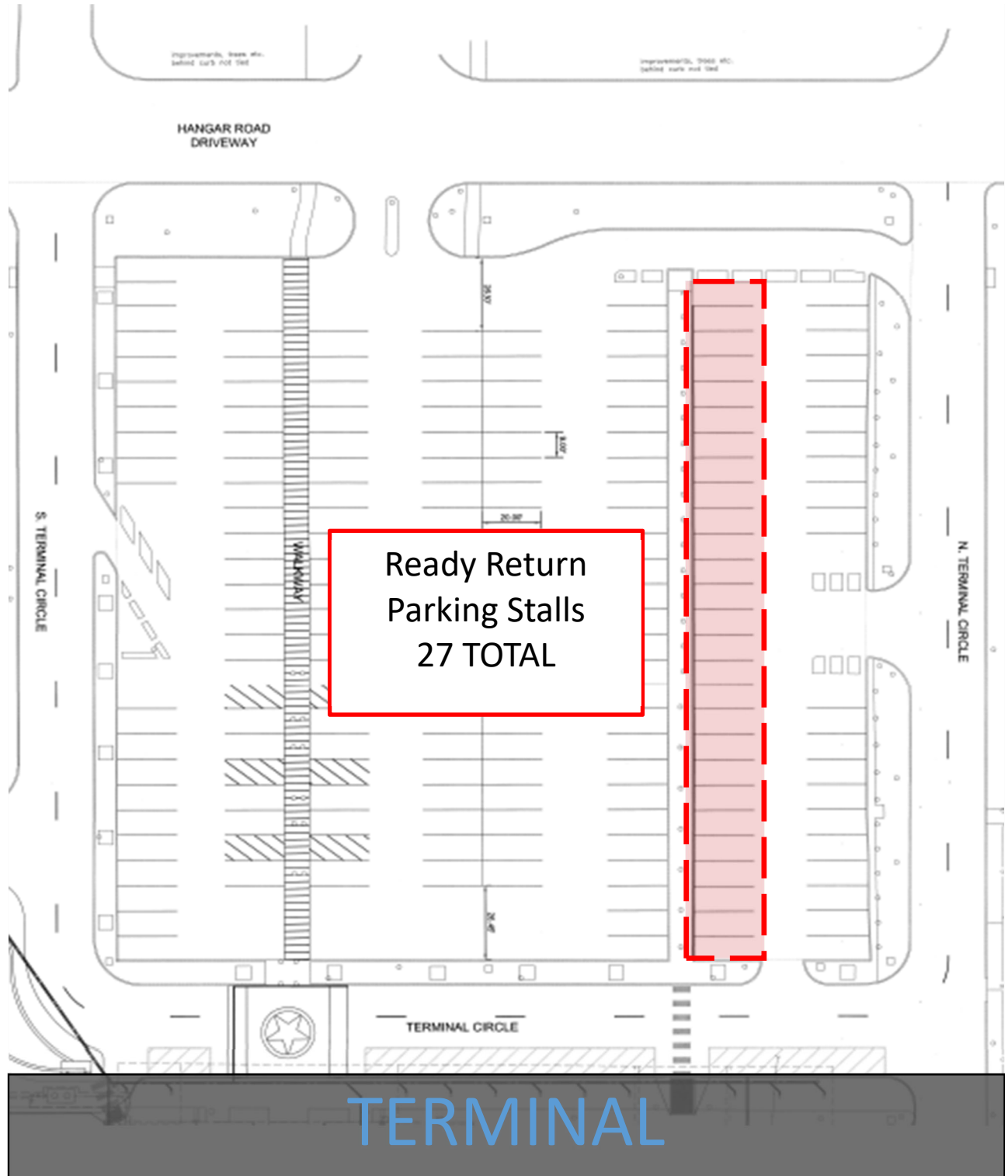


EXHIBIT "C"

Quick Turnaround Facility (QTA)



SCALE: 1" = 40'

NOTE: Courses and distances shown hereon refer to the Texas Coordinate System of 1927-Central Zone.

PLAT SHOWING
THE INDICATED 0.44 ACRE LEASE TRACT
OUT OF
W. SPORNHAUN SURVEY 644
TOM GREEN COUNTY, TEXAS

Surveyed on the ground April 19, 1999.

Thomas D. Houston
Thomas D. Houston

Registered Professional Land Surveyor No. 4261

OFFICE OF
WILSON LAND SURVEYING, INC.
1514 W. BEAUREGARD AVE.
P. O. BOX 3326 P.O. 653-3916
SAN ANGELO, TEXAS 76902

to see accompanying description

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A18-18-S.DWG

WILSON LAND SURVEYING, INC.

LICENSED STATE & REGISTERED PROFESSIONAL LAND SURVEYORS
PHONE 915/653-3916 * FAX 915/655-1895
P.O. BOX 3326-ZIP 76902
1514 W. BEAUREGARD AVE.
SAN ANGELO, TEXAS 76901

WM. C. WILSON, JR.
R.P.L.S., L.S.L.S.

THOMAS J. HOUSTON
R.P.L.S., R.S.S.

City of San Angelo
to

Description 0.44 Acre
Lease Tract

Being 0.44 acre of land out of W. Spornhaun Survey 644, Abstract 1881, Tom Green County, Texas and being part of that "673.503 acre" tract described in Deed from West Texas Utilities Company to The City of San Angelo dated May 13, 1941 and recorded in Volume 211 at page 105 of the Deed Records of Tom Green County, Texas. Said 0.44 acre being described by metes and bounds as follows:

Beginning at a 5/8" iron rod set for the N.E. corner of this tract from which a point for the S.E. corner of said Survey 644 bears S.85°50'13"E. 10,730.10 feet and a 1" galvanized iron pipe found in 1986 for the S.W. corner of that "17.32 acre" tract described in Deed from Mitsubishi Aircraft International, Inc. to MAI Corp. dated May 6, 1983 and recorded in Volume 772 at page 519 of said Deed Records bears N.27°13'35"E. 1781.57 feet. Said "17.32 acre" tract is also a part of said "673.503 acre" tract.

Thence S.7°12'36"W. 169.54 feet to a 5/8" iron rod set for the S.E. corner of this tract.

Thence N.82°57'25"W. 113.49 feet to a chain link fence corner post found for the S.W. corner of this tract.

Thence along or near a chain link fence, N.7°02'38"E. 169.87 feet to a chain link fence corner post found for the N.W. corner of this tract.

Thence S.82°47'24"E. 113.98 feet to the place of beginning and containing 0.44 acre of land.

NOTE: Courses and distances recited herein are of the Texas Coordinate System of 1927 - Central Zone.

Surveyed me on the ground April 19, 1999.

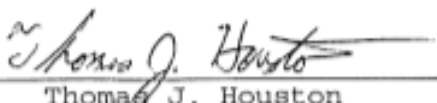

Thomas J. Houston
Registered Professional Land Surveyor No. 4261



EXHIBIT “D”
SUMMARY OF CHARGES
INITIAL TERM (YEARS 1-3)

Description	Lease Rate	Facility Size / Quantity	Monthly Amount
Concessionaire License Fee	10% Gross Revenue or \$2,500/month, (Per Brand/Cobrand) whichever is greater	Minimum Revenue Guarantee	10% Gross Revenue or \$2,500/month, (Per Brand/Cobrand) whichever is greater
Terminal Counter, Office, & Queuing (up to 2 brands)	\$1.58 / Square Foot Per Month	(Unit #2) 256 SqFt	\$404.48
		(Unit #3) 256 SqFt	\$404.48
	Year 2 (2% increase per year)	(Unit #2) 256 SqFt	\$412.57
		(Unit #3) 256 SqFt	\$412.57
	Year 3 (2% increase per year)	(Unit #2) 256 SqFt	\$420.82
		(Unit #3) 256 SqFt	\$420.82
Ready Return Parking Stalls	\$9.00 / Stall Per Month	27 Stalls	\$243.00
Quick Turn Around Facility	\$0.38 / Square Foot Per Year	19,166 Square Feet	\$606.92
Year 2		2% increase per year	\$619.06
Year 3		2% increase per year	\$631.44
Customer Facility Charge	NA	NA	NA

EXHIBIT “D”
SUMMARY OF CHARGES
Extension Options (Years 4-6)

Description	Lease Rate	Facility Size / Quantity	Monthly Amount
Concessionaire License Fee	10% Gross Revenue or \$2,500/month, (Per Brand/Cobrand) whichever is greater	Minimum Revenue Guarantee	10% Gross Revenue or \$2,500/month, (Per Brand/Cobrand) whichever is greater
Terminal Counter, Office, & Queuing (up to 2 brands)	\$1.58 / Square Foot Per Month	(Unit #2) 256 SqFt	\$429.24
		(Unit #3) 256 SqFt	\$429.24
	Year 5 (2% increase per year)	(Unit #2) 256 SqFt	\$437.82
		(Unit #3) 256 SqFt	\$437.82
	Year 6 (2% increase per year)	(Unit #2) 256 SqFt	\$446.58
		(Unit #3) 256 SqFt	\$446.58
Ready Return Parking Stalls	\$9.00 / Stall Per Month	27 Stalls	\$243.00
Quick Turn Around Facility	\$0.38 / Square Foot Per Year	19,166 Square Feet	\$644.07
Year 5		2% increase per year	\$656.95
Year 6		2% increase per year	\$670.09
Customer Facility Charge	NA	NA	NA

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 6, 2024

Item type: Consent Item

Caption:

Consider approving a lease agreement with Emmanuel Episcopal Church for the building and property at 304 W. Ave. A for the operation of Boy Scout Troop 1 and authorizing the City Manager to negotiate and execute all related documents (Carl White)

Staff Recommendation:

Approve

Summary/History:

The City has leased the property (building and grounds) at 304 W. Ave. A to the Trustees of the First United Methodist Church for several years for the operation of Troop 1 of the Boy Scouts of America. The First United Methodist Church in San Angelo is now The First Methodist Church and is no longer the charter agency for BSA Troop 1. Emmanuel Episcopal Church is the new charter agency.

We are seeking a three-year lease with Emmanuel Episcopal Church for the lease of this property.

Funding Source(s):

Financial Impact:

Emmanuel Episcopal Church will pay a \$1.00 a year lease and also cover the cost of all maintenance and improvements of the property.

Other Information/Recommendation:

Attachments:

Presentation:

Carlton White

Approvals/Reviews:

Carlton White
Theresa James
Tina Dierschke
Heather Stastny

Created/Initiated
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Water Utilities

Meeting Date: February 6, 2024

Item type: Consent Item

Caption:

Consider awarding WU-01-24 Collection Agency Services to Online Information Services for collection purposes in the amount of 19% of the collection balance and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

The Water Utilities Department recently requested proposals from qualified collection agencies, licensed in the state of Texas, to be considered for collecting accounts that have gone into collection and have business connections to the credit bureaus.

The intent of the proposal was to procure an agency versed in municipal utility collections, with a proven track record of success through their procedures and methodology for collections as well as a strong track record of timely reporting and communications to their customers.

Utilizing a collection agency will have a positive impact on decreasing the number of accounts in collections. The agency's fee is 19% of the collection amount.

Five submissions were received, and Online Information Services was selected to continue the services they have been providing since 2019.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
260	260-1700-506.03-60		\$0.00

Financial Impact:

The current amount in collections is \$1.7 million, down from \$3 million at the beginning of 2019.

Other Information/Recommendation:

Staff recommends approval

Attachments:

1. CityofSanAngelo RFPWU-01-24 ONLINEResponse CityofSanAngelo RFPWU-01-24 ONLINEResponse
112123 112123.pdf

Presentation:

Shane Kelton

Approvals/Reviews:

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



PO Box 1489
Winterville, NC 28590
www.ONLINEis.com
Contact: Shane Burger
Toll-free: (866) 630-6400 ext 3284
SBurger@onlineis.com

Response to



RFP No. WU-01-24
Collection Agency Services

November 21, 2023

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Cover Letter

Jessica Pirkle
Purchasing Specialist
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903



Dear Ms. Pirkle:

As the incumbent collection agency for the City of San Angelo since 2019, we appreciate the opportunity to respond to your RFP No. WU-01-24: Collection Agency Services. An industry leader for almost 70 years, ONLINE Information Services, Inc. locates, contacts, and motivates customers to pay their outstanding bills with greater efficiency and with greater success than any other agency in the nation. We look forward to continuing to serve you and certify that the attached proposal constitutes a firm and binding offer from ONLINE to the City of San Angelo. We are firmly committed to providing solutions to your bad debt challenges. At a glance, ONLINE offers:

- **World-Class Technology.** *We implement and employ state-of-the-art technology to ensure the most efficient and effective debt collection services possible. We spare no expense to make certain that we are on the cutting-edge of utility technology trends—our resources are second-to-none.*
- **Dedicated Professionals.** *ONLINE's Collections staff is highly trained and the most knowledgeable in the industry. Our Utility Collectors maintain the highest level of professionalism when collecting your accounts. Outstanding client service is our goal, and our goal is to exceed your expectations.*
- **Exchange Advantage.** *ONLINE's proprietary Exchange database, comprised of payment data submitted by utility service providers and property managers throughout the US, allows us to receive and update customer contact information in real time. This ensures our staff is working with the best possible information to recover your accounts faster than other agencies.*

We submit this proposal in good faith without collusion or fraud, and we certify that all information is complete and accurate to the best of our knowledge. We acknowledge receipt of Addenda 1 and 2. The proposed pricing and terms herein will be valid for 120 days from the closing date for submission.

If you have any questions regarding this proposal, please feel free to contact me at (252) 754-3284 or SBurger@onlineutilityexchange.com. I will serve as the primary contact regarding this RFP response. Once again, thank you for the opportunity to respond to this request. We look forward to continuing to serve the City.

Sincerely,

A handwritten signature in black ink that reads "Shane Burger".

Shane Burger, Account Executive
ONLINE Information Services, Inc.
PO Box 1489
Winterville, NC 28590
(252) 754-3284
SBurger@ONLINEUtilityExchange.com

Scope

1. Handling collection claims that exceed \$25.00.

ONLINE has specialized in utility debt collections for over 30 years. We will accept account referrals of \$25 or higher.

2. Must be in compliance with ALL Federal, State, and Local laws.

ONLINE fully complies with all applicable regulations concerning collections and credit reporting, including the Red Flags Rule, Dodd-Frank, the FCRA, the FDCPA, Reg F, HIPAA, the TCPA, and applicable state regulations that differ from national acts and provisions. All staff members receive initial and ongoing compliance training, and our collection staff is FCRA and FDCPA-certified (annual recertification required). Our Compliance Manager, Paul Lengyel, oversees compliance initiatives for the enterprise and constantly reviews our current compliance processes to ensure we proactively address changes in the regulatory landscape. Our memberships in ACA International and the Consumer Data Industry Association (CDIA) also ensure we are aware of trends and changing regulatory requirements. Where possible, we leverage technology to ensure our company's and our clients' compliance.

All collection calls are recorded, and we use Balto to monitor our collectors. Balto monitors all collector/debtor calls and is an integral part of QA process to help control the quality and professionalism of all calls. Any key inflammatory words or tones occurring during the call trigger an immediate manager review. Collector commission is also tied to how well they adhere to Balto established guidelines. This ensures that our staff is not only complying with applicable regulations but also working accounts properly to achieve payment in full on our clients' accounts. Any deficiencies found are immediately addressed through remedial training. QA evaluations are conducted at least weekly.

FDCPA

All staff members receive initial and ongoing compliance training, and our collection staff is FDCPA-certified (annual recertification required). All collectors must pass an FDCPA test during their initial training in order to continue their employment with ONLINE. Our system processes ensure compliance where possible by automating collection activities. ONLINE employs a compliance manager, outside attorneys, and has key industry association memberships to ensure we proactively respond to changes in collection and credit reporting law. Collectors receive initial and ongoing compliance training and a percentage of their salary is based on compliance performance. Our quality assurance leader also monitors and scores calls to further ensure compliance with applicable regulations and client standards.

TCPA

We leverage consumer consent obtained by the client on the service application to contact them using our dialer, or if express consent is not available, we attempt to obtain consent directly from the consumer using an approved script. Accounts without consent are dialed manually. To prevent unintentional cell phone calls, our DAKCS Cell Phone Scrubbing module prevents our autodialer from calling cell phones and can mask cell phones on the collector work screen. We recently implemented LiveVox to increase efficiency when dialing cell phone numbers while still meeting the requirements of this regulation. ONLINE also updated our processes to ensure that we are compliant with the FCC Declaratory rulings issued in July, 2015.

PCI

ONLINE is SSAE-18 certified, undergoing annual third-party audits of our internal systems that assess overall security, including but not limited to firewall configurations, threat management, network security, patch management, encryption, 2-factor authentication, etc. ONLINE does not store consumer payment information. We pass that information to our payment vendor who is PCI-certified.

- 3. Agrees to employ the necessary means to represent the City of San Angelo in collecting all claims for collections and clearly understanding that all claims remain the property of the City.**
ONLINE agrees.

- 4. Must have the capability and established security in place to electronically submit and receive claims via a file format that is compatible with that of the City.**

ONLINE has developed numerous ways to allow for dual directional electronic communication with our clients. This allows ONLINE to serve its clients based on the client's technological standards. We have a secure web portal that enables a client to report payments and refer accounts to ONLINE on an account-by-account or batch basis as payments or accounts are received or ready for referral at the client location. We are also integrated with several CIS and middleware platforms and can leverage existing processes to integrate our services depending upon your current software. ONLINE can send and receive data in virtually any secure format, and we employ IP address restrictions and multi-factor user authentication to ensure only authorized personnel have access to your account.

- 5. The payment file format must be compatible with financial system (CentralSquare Technologies) in order to update accounts.**

As the City's incumbent collections agency, ONLINE currently utilizes mutually agreed upon file formats. We are a CentralSquare integration partner and are happy to work with the City to make any requested updates to file layouts.

- 6. Agrees to effective methods of collection by the following:**

- a. Use legal and effective legal methods of collection on delinquent accounts.**

ONLINE agrees. We take a conservative compliance approach to collecting accounts and have an impeccable compliance record.

- b. Will comply with all obligations per the Fair Debt Collections Practices Act, Fair Credit Reporting Act, and any state specific laws that regard third party collection services.**

ONLINE agrees. All employees receive extensive training regarding the FDCPA, FCRA, and state-specific laws that govern debt collection.

- c. Utilize skip tracing software or any other software that will assist in the location of the debtor.**

ONLINE agrees. Please see included [workflows](#) for our standard skip efforts and sources.

- d. Utilize mailed notices and telephone calls to affect the collections more aggressively.**

ONLINE agrees. Please see [workflows](#) for information on efforts and timing of the Model Validation Notice and phone attempts.

e. Use an automated dialer and message technology to further impact the collection accounts.

ONLINE agrees. We currently use a state-of-the-art VIC predicative dialer to maximize recovery efforts. We can support all of our collectors on the auto-dialer to make tens of thousands of calls a day with unlimited overflow capacity and 200 seat licenses. There are no messages between calls asking the debtor to hold while a transfer occurs. This means that our collectors spend the day talking with debtors instead of manually dialing, waiting for an answer, and then leaving a message. The result is greater efficiency in the collections process.

7. Establish a good process for disputed claims.

We use the e-Oscar system and the CFPB web portal to receive and process consumer disputes. ONLINE is able to make a timely response to consumers and choose the best option for the consumer in order to resolve the complaint following established processes. We also use the e-Oscar system to update and remove items with incorrect information from the credit bureaus. When a debtor submits a dispute, the account is placed in a hold status in our system and all collection efforts cease until the dispute is resolved, typically through our automated RFI process. If the dispute is proven to be invalid, collection efforts resume on the account automatically. If the dispute has merit, the account is either cancelled and removed from the credit file if applicable or corrected with updated information.

8. Ensure there is a process that provides for a monthly and annual reconciliation of claims.

ONLINE agrees. Clients have access to a comprehensive suite of reporting tools within our secure website to view performance metrics, current account balances, and previous work efforts. To ensure accuracy of each other's data, we send a balance reconciliation of 25 randomly sampled accounts to clients on their anniversary. If a significant number of accounts are out of balance, we require a full balance reconciliation with the client to ensure accuracy and compliance with applicable regulations.

9. Have in place a Claim Accounting process.

ONLINE agrees.

10. Required to have a Compensation and Invoicing process.

ONLINE agrees.

11. Must carry Liability Insurance.

ONLINE agrees. We currently maintain all insurance coverage required by the City as part of our existing agreement.

Staff Qualifications and Organization Experience

About ONLINE

ONLINE Information Services, Inc. is a Sub-Chapter S North Carolina Corporation owned and operated by the Blair Family (James Blair-CEO, John Blair-President, Marsha Blair-Treasurer, Rebecca Cunningham-Vice President, and Elizabeth Skains-Vice President). ONLINE's philosophy is simple: "treat every client like they are our most important client" and "treat everyone we come into contact with as we would want to be treated if we were in the same position."

ONLINE has served utility clients specifically for over 30 years and has been in continuous operation for almost 70 years. The current ownership has been in place since 1986. ONLINE currently provides our services to over 1,000 utilities nationally, including the City of San Angelo. We are a utility-specific collections agency and provide credit risk-assessment services to clients in all 50 states.

Based in Winterville, North Carolina, we operate one corporate location from which all of our services are provided to our clients. ONLINE does not outsource any of our services, which means that we have total control over the level of service our clients receive. ONLINE is licensed for debt collection in all 50 states.

ONLINE currently employs 75 full-time employees, including 30 collectors. Obviously, the collection staff is our biggest human asset. The average tenure of ONLINE's collectors is almost three years, but you will also notice that ONLINE makes a big investment in our client relations staff in order to support our clients' needs.

ONLINE is a member of the American Collectors Association (ACA), and our President previously served as President of the North Carolina Collectors Association, which is directly affiliated with the ACA. ONLINE is also a member of the Consumer Data Industry Association. Our membership in these two key industry associations shows ONLINE's commitment to ensuring we remain at the forefront of federal state, and local regulations as they pertain to providing collection and credit reporting services to our clients.

Key Personnel

J.W. Blair – President

John W. Blair is the president of ONLINE Information Services, where he oversees its Credit Reporting, Consumer Reporting, Mortgage Reporting, and Third-Party Collection Services. Mr. Blair has worked with ONLINE Information Services for over 20 years.

Mr. Blair attended North Carolina State University where he earned a Bachelor of Arts in Business Administration. He went on to earn a Master's in Business Administration from East Carolina University. He recently served as President of the North Carolina Association of Collection Agencies, as well as serving on DAKCS Software System's Advisory Board.

Christoph Turner – Director of Sales and Marketing

Mr. Turner has been employed with ONLINE since 1992. He possesses extensive experience in utility collections and has always advanced the technological premise of ONLINE to meet the needs and growing technological demands of our clients. In regards to educational experience, Mr. Turner received

a Bachelor of Science degree in Economics from East Carolina University. He is both Fair Debt Collections Practices Act (FDCPA) and Fair Credit Reporting Act (FCRA)-certified.

Shane Burger – National Account Executive

Mr. Burger joined ONLINE in 2014, and will leverage over 20 years of experience in providing solutions to companies across the U.S. that have helped them achieve their business needs in the areas of Information Services. He will leverage that experience to ensure that ONLINE continues to exceed the City's expectations and will to serve as the main contact for the City.

Mike McCeney – Collections Manager

Mr. McCeney joined ONLINE in January 2011 as the Collections Manager. He is a licensed site manager and FDCPA and FCRA-certified, and has 20 years of collections management experience. Mr. McCeney is responsible for maximizing recovery of our clients' accounts within the guidelines specified by our clients.

Anna Lancaster – Customer Service Manager

With over seven years of experience at ONLINE, Mrs. Lancaster brings a wealth of knowledge regarding ONLINE's products and services and regulatory compliance. She and her team work with our clients to meet their needs and field any questions regarding accounts, payments, or ONLINE procedures. ONLINE's customer service staff is available to our clients to resolve any day-to-day issues that may arise.

Jon Burns – Director of Information Technology

Mr. Burns was promoted to Director of IT in 2012 after 13 years of service at ONLINE as Senior Developer. He and his staff provide computer support to the company's collections department, develop easy to use Internet-based credit reporting products for several industries, and provide technical support to ONLINE's customers.

Collections Staff

ONLINE currently employs 30 collectors. We require a minimum of a high school diploma and conduct criminal background and credit checks on all new hires. We believe that creating a professional staff is the result of a three-step approach:

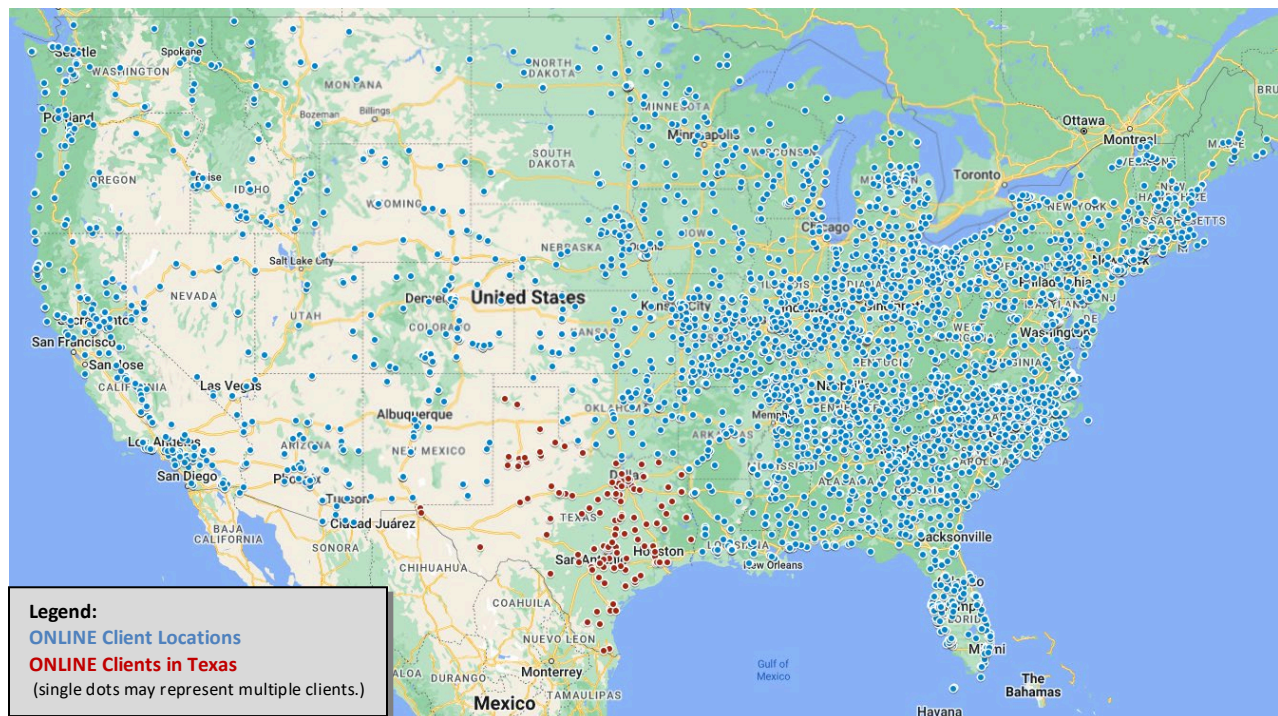
1. An exhaustive interview and evaluation process leading to hiring the person with the greatest potential for success.
2. An intense month-long training session combining two weeks in the classroom and two weeks hands-on training, with training accounts, which yields a knowledgeable and prepared employee. By the third day of training, the employee must pass the American Collector's Association FDCPA test or our relationship will end before they ever actively work a current account. All collectors are recertified on the FDCPA annually.
3. An ongoing training process emphasizing attention to individual needs as well as an understanding of how the individual fits into the overall scheme of the company.

Our collectors receive a base wage in addition to a performance-based commission schedule. We believe this pushes our collectors to perform at the highest level to recover your accounts.

National Presence

In addition to the references provided, it should be noted that ONLINE only works three types of industry portfolios--utility, property management, and medical. As a result, we have developed, over several decades of utility collections experience, a very highly specialized and effective utility collections process. We currently have 700+ utility collections clients, a utility collections portfolio of over \$800,000,000, and serve clients located in all 50 states, including 39 collection clients in Texas alone. This national presence in utility collections and local experience has enabled ONLINE to remain compliant with the various statutes and regulations required in all 50 states, including the City's service area and surrounding states.

ONLINE National Client Map



Approach in Providing Services

Once accounts are referred to ONLINE, they are entered into our DAKCS collection system on the same day and assigned to our dedicated Utility Collections Team. ONLINE is able to accept accounts from our clients via a secure FTP site, a secure https website, middleware, integration with CIS systems, or via any other electronically secure method. An acknowledgement report is then sent to your office showing the detail of the accounts.

**Through our
Exchange databases
29% of all addresses
are updated before
the Validation Notice is
sent.**

At this point, ONLINE searches its proprietary Exchange database and updates all of the demographic information on the debtor before the Model Validation notice is sent. This speeds up the delivery of the required notice to the account being referred to our agency for payment. We currently update addresses on 29% of accounts referred. This means that, at a collection agency that does not have ONLINE's demographic database, 29% of the notices would go to a wrong address. ONLINE's ability to update the debtor's information before the notice assures you that more debtors will be contacted. This process enables ONLINE to consistently outperform other agencies.

As a top-tier reseller of Experian credit information, ONLINE has developed a very significant business in the Utility sector, providing point of application ID verification and risk assessment solutions to over 1,000 Utility clients, with clients in all 50 states. In addition to this significant Utility credit reporting business, ONLINE also has a significant Utility Collections business, with over 700 collections clients and collections clients in all 50 states as well.

To achieve extremely high-performance results in these two businesses through industry specialization, ONLINE focuses on only three Industries—Utilities, Property Management and Healthcare. As both a credit reporting agency and a collection agency, we have the unique ability to capture the new utility applicant address and phone information (in excess of 4,000,000 transactions a year), as the new utility applicant is assessed through ONLINE. As the new utility applicant is being processed through ONLINE, we then scrape that new applicant contact information from the utility application, and then match that new contact data to the accounts housed in our collections system overnight. The collection account, updated with the new contact information, is then prioritized into a collector's work queue for calling the next morning.

We call this process of matching the new contact information gleaned from our credit reporting business with our clients' collections accounts in our collections system the *Exchange Advantage*. This is truly a unique capability as we have access to this new contact information before anyone else receives it. This provides ONLINE with the ability to call your debtor first, and significantly improves our recovery rates for clients.

In addition to updating the debtor's information, ONLINE also screens the accounts for commercial, bankruptcy, and deceased debtors, so these accounts may be sent to a department that specializes in that type of debt. Individual attention to specific accounts assures that ONLINE will pay careful attention to each type of account.

Once addresses are verified, the Model Validation Notice is then printed and mailed. Generally, this will result in either a payment being made or a telephone call being generated by the debtor during which the collector will convince the debtor to pay the bill. Thus, ONLINE has a distinct advantage over other agencies that are unable to update the debtor's address.

ONLINE is careful to strictly adhere to all Federal and State laws, including the Fair Debt Collections Practices Act (FDCPA). Under Regulation F of the FDCPA, there is a validation period of 30 days, during which the Model Validation Notice is mailed. As part of our conservative compliance approach, ONLINE adds an additional 15 days to the validation period, and we do not place phone calls during this time to reduce compliance risk.

After the validation period has passed, every account that has a phone number is worked by a member of our professional collection staff who specializes in the recovery of unpaid utility debts. Calls are placed to employer and/or home phone numbers per the frequency outlined in Regulation F, and the account will stay in the collector's work queue until contact is made with the debtor.

Our automated system, featuring DAKCS software, offers a unique means of making certain the collector works each account before moving on to the next account. Our auto-dialer continuously dials debtors until contact is made, and then the dialer automatically passes the call to the collector. This transfer is a direct transfer and allows ONLINE to work all of your accounts in an efficient manner.

Once the debtor says "Hello," the account appears on the collector's screen, and they can ask to speak to the debtor immediately. This direct transfer is a unique feature and has virtually eliminated hang-ups. The auto-dialer is a revolutionary collection tool that turns collector "dead time" into productive "talk time" by:

- Intelligently selecting and automatically dialing phone numbers.
- Instantly transferring answered calls to collectors as if the collector had done the dialing personally.
- Monitoring the progress of each call using both predicative and collector-managed dialing.
- Allowing our collection agency to define calling patterns.

We can support all of our collectors on the auto-dialer and make tens of thousands of calls a day with unlimited overflow capacity and 200 seat licenses. There are no messages between calls asking the debtor to hold while a transfer occurs. This means that our collectors spend the day talking with debtors instead of manually dialing, waiting for an answer, and then leaving a message. The result is greater efficiency in the collections process.

Following the mandatory validation period and after contact has been made with the consumer, any information about a debtor is eligible to be placed on a credit file. ONLINE reports debts electronically to Equifax, Trans Union, and Experian twice per month.

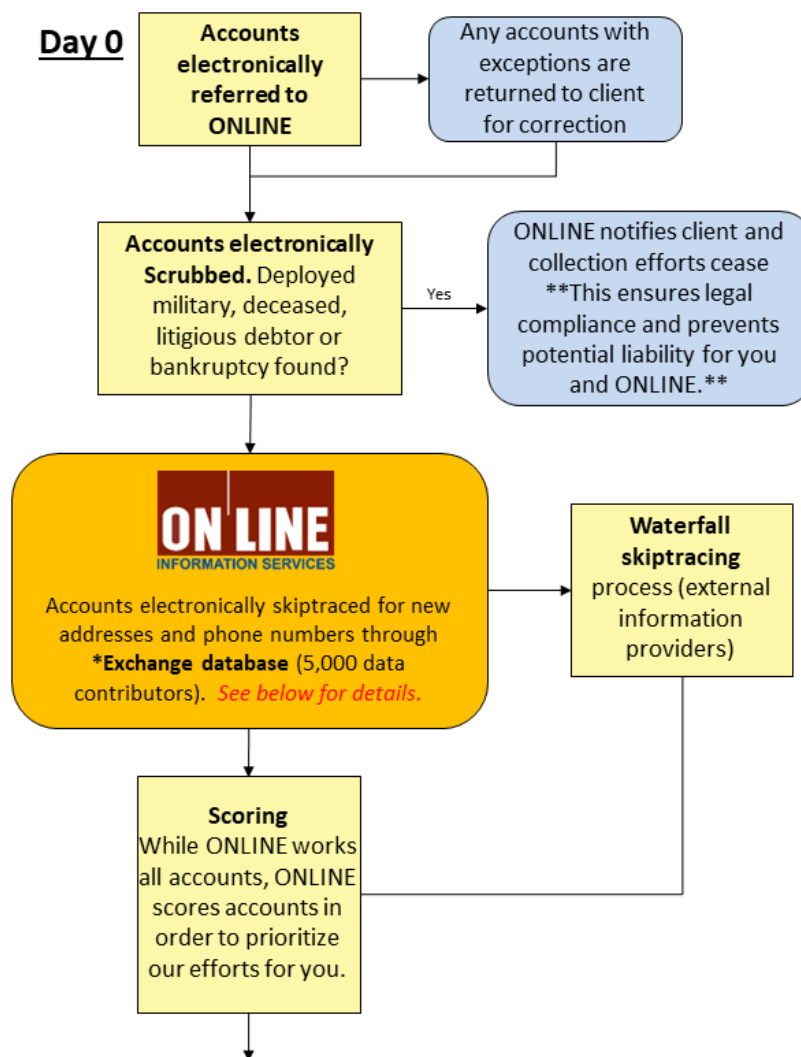
Any time the debtor moves, we have access to the debtor's new address and demographic information long before any other agency receives it thanks to our Exchange Advantage. Our systems automatically update accounts nightly and send those accounts back to the collector so that they are aware that the account needs to be contacted again. All of this occurs in an effort to recover your accounts in the most effective manner.

Having served the City since 2019, ONLINE understands the scope and nature of the work required to successfully collect your accounts. With our proprietary [Exchange Advantage](#), we consistently outperform our competitors, collecting more of the money owed to you.

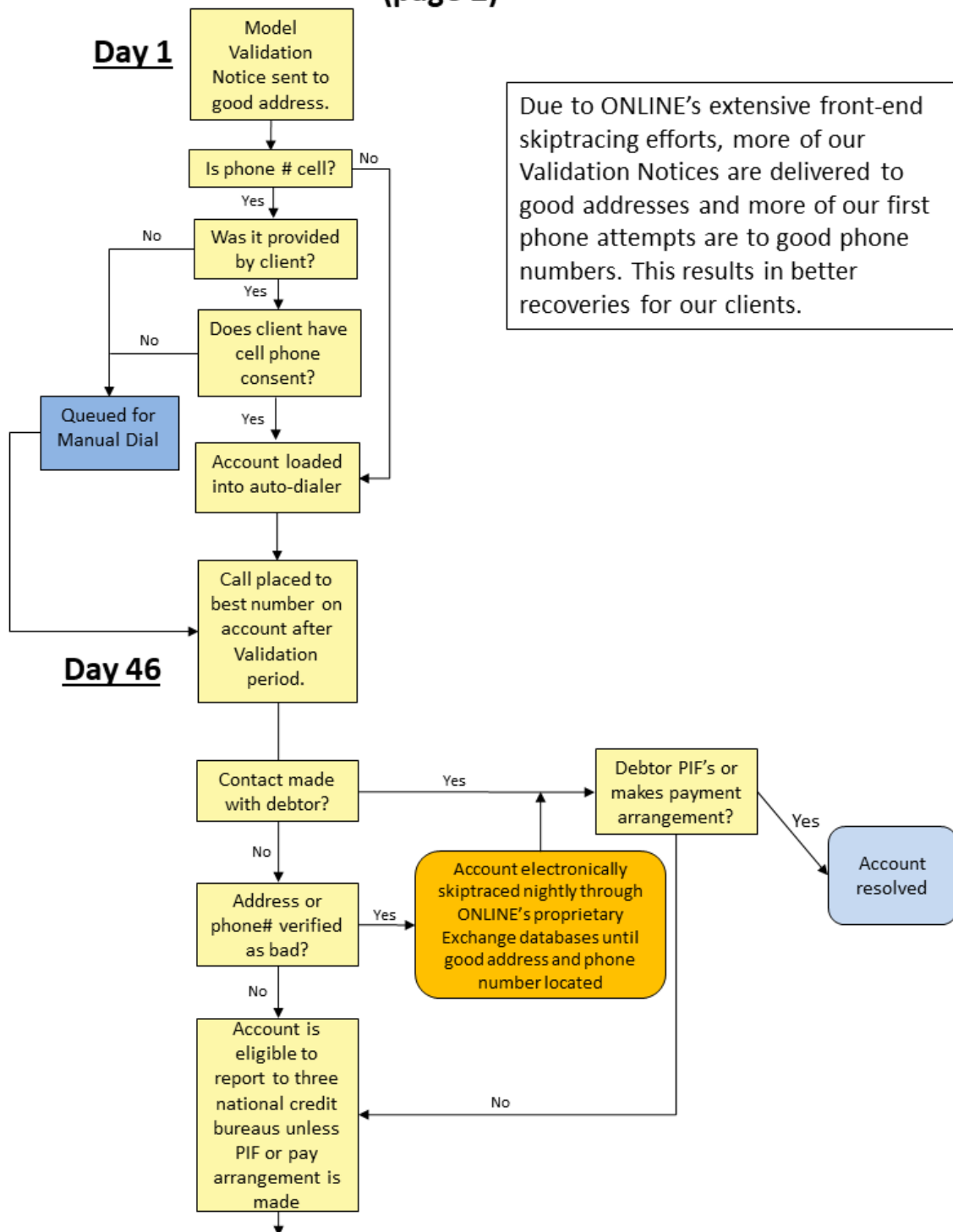
Workflows

The following illustrates ONLINE's standard workflow for Primary and Secondary collection accounts.

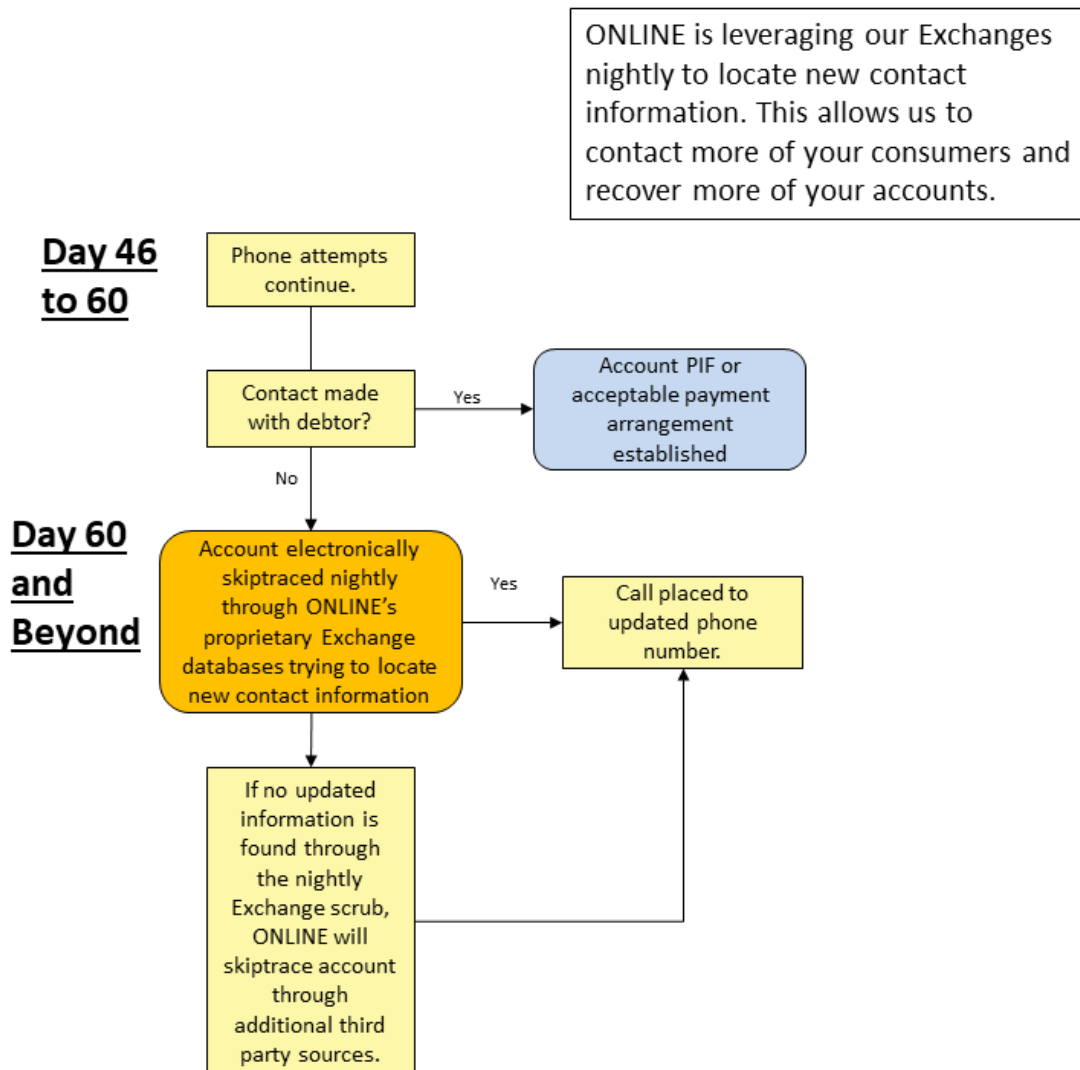
ONLINE Information Services, Inc.: Primary and Secondary Workflow (page 1)



ONLINE Information Services, Inc.: Primary and Secondary Workflow (page 2)

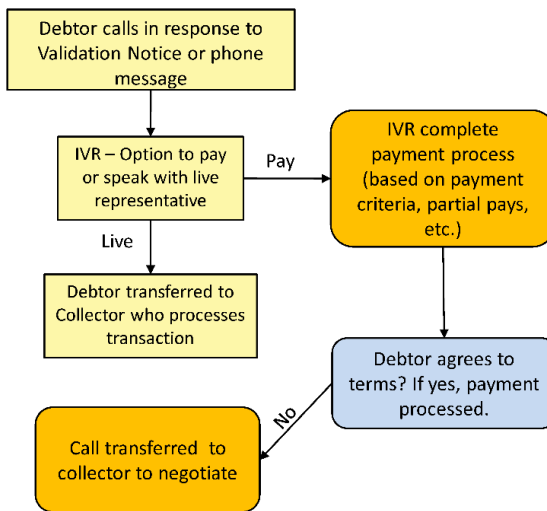


ONLINE Information Services, Inc.: Primary and Secondary Workflow (page 3)

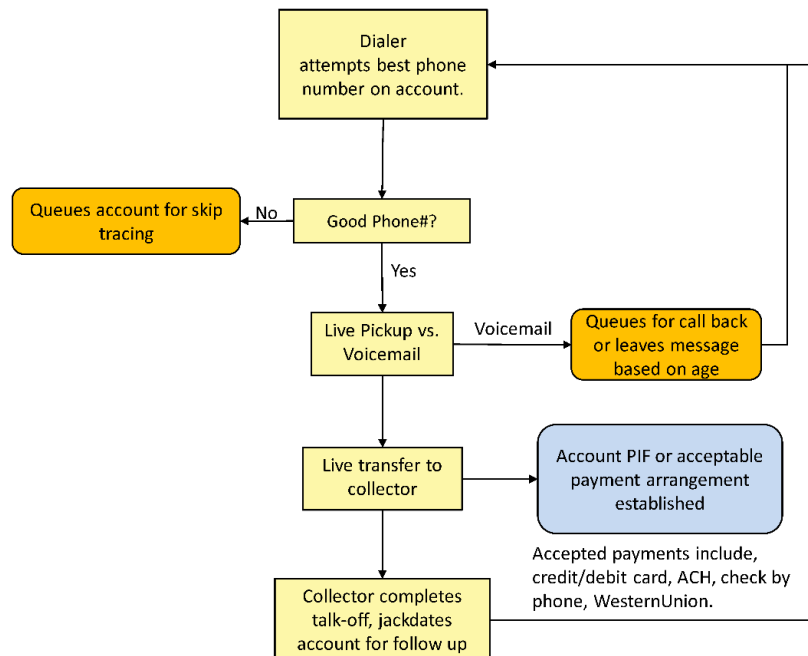


Dialer Processes

Inbound



Outbound



The Exchange Advantage

The key to ONLINE's success is our proprietary Exchange database which updates all of the demographic information on the debtor before the first notice is ever sent. This data is proprietary to ONLINE. The result is that our validation notices are updated to a proper address for the debtor before it is mailed. This speeds up the delivery of notification to the debtor of the account being referred to our agency for payment. We currently update addresses on 29% of accounts referred. This means that at a collection agency that does not have ONLINE's demographic database 29% of the validation notice would go to a wrong address and collection efforts might cease at that point. ONLINE's ability to update the debtor's information assures you that more debtors will be contacted. This process enables ONLINE to constantly outperform other agencies.

HOW IT WORKS

1. Accounts are typically referred with outdated or incorrect contact information:

The screenshot displays the 'Debtor' form in the ONLINE INFORMATION SERVICES, INC. software. The form is divided into several sections:

- Demographic:** Fields for Name (JODY, KIMBERLY A), Address (325 WEST 5TH STREET), City (RALEIGH), State (NC), Zip (27606), SSN (887-70-0366), B/A (Y), and Business (N). This section is circled in red.
- Rem:** Fields for Bank/Rem (IDATA 03-07), Spouse (ALLEN DON), Score, Work (TECH SUPPORT), License, and DOB.
- Phones:** Fields for Home, Work, and Spouse Work. This section is also circled in red.
- Current Account:** 1234 5678 Duke Energy \$450.00
- Account Summary:** Account | History
- Client:** 1234 Duke Energy Phone 850111222 Client Acct No. 12345678
- Balances:** Table showing various account balances (AR, PB, AI, CC, AF, OC, OV, Int, Total) with a total of \$450.00.
- Dates:** Fields for DOR, DOS, DLP, and JD.
- Account #:** 1948375, Int Code 0 S 103
- For:** 325 WEST 5TH STREET
- Rem:** RALEIGH NC 27606
- Fwd For/To:** Status SKP
- Collector:** 98, S/L # 00
- Clerk #:** TE, Type 3
- Doc CD:** 0, C.F. D
- LLS:** PDC
- B.C.:** 00
- Patient Name:**
- DOB:**
- Pin Number:** 55676
- Aux:** Ed. Trk. Action Matrix

2. Your debtor applies for utility service or a lease at one of our nationwide Exchange Members using current contact information:

ONLINE UTILITY ADMIN Report # 12345678

JODY, KIMBERLY A
887700366 [SSN Search](#)
 7029 N FISK CT
 KANSAS CITY, MO 64511
 PHONE: 8165551212
 Reported DOB: 03/25/1959
[Print Report](#)
[Print Adverse Letter](#)

ON LINE
 UTILITY EXCHANGE

3. ONLINE receives your debtor's updated information in real time and contacts them the same day to achieve payment in full:

Debtor: **JODY, KIMBERLY A**

Demographic
 JODY KIMBERLY A
 7029 N FISK CT
 KANSAS CITY MO 64511
 SSN 887-70-0366 B/A N Business N
 Rem Bank/Rem IDATA 03-07
 Remark TECH SUPPORT
 License DOB:
 Phones Home (816) 555-1212 Work Spouse Work
 Spouse ALLEN DON
 Score
 Edit Cancel Save Aux Ed. Trk.

Current Account: 1234 5678 Duke Energy \$450.00 Command:

Account Summary Account History

Client
 1234 Duke Energy Phone 850111222 Client Acct No. 12345678 Client Info

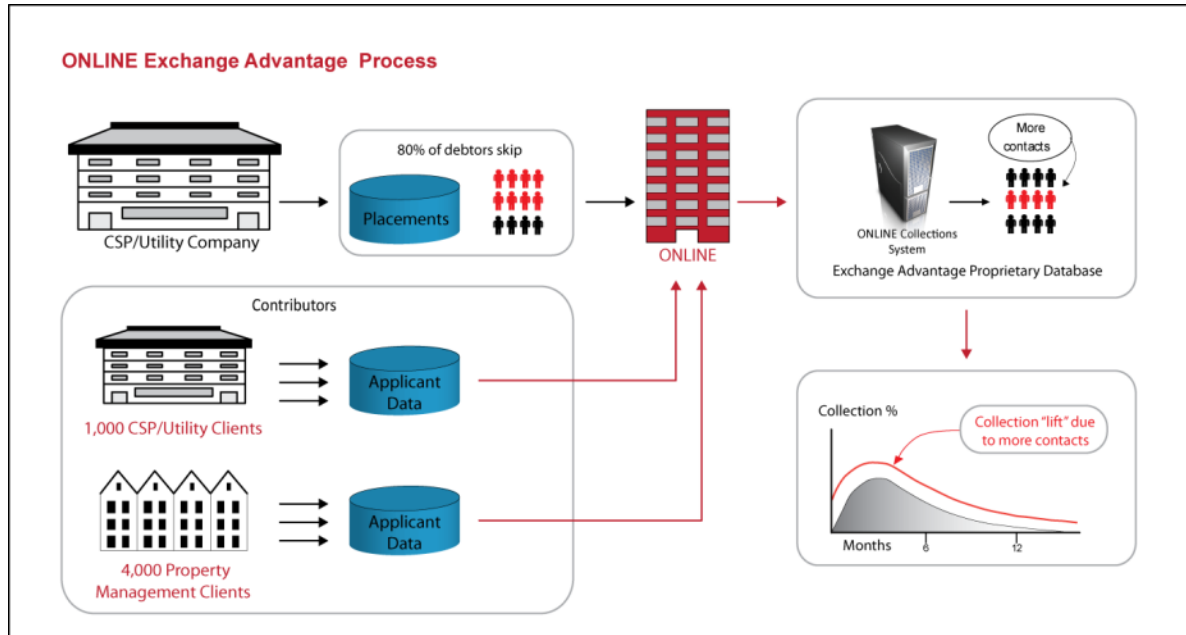
Balances
 AR \$450.00
 PB \$0.00
 AI \$0.00
 CC \$0.00
 AF \$0.00
 OC \$0.00
 OV \$0.00
 Int \$0.00
 Total **\$0.00**

Dates
 DOR MM/DD/YY
 DOS MM/DD/YY
 DLP MM/DD/YY
 JD 999999
 Collector 98 S/L # 00
 Clerk # TE Type 3
 Doc CD 0 C.F. D
 LLS PDC
 B.C. 00

Account # 1948375 Int Code 0 S 103
 For 325 WEST 5TH STREET
 Rem RALEIGH NC 27606
 Fwd For/To Status PIF
 Patient Name
 DOB
 Pin Number
 Edit Cancel Save Ed. Trk. Action Matrix

PAID

Through our Exchange database, our clients experience a collections “lift” over what traditional agencies offer as shown below:



We also use the three bureaus, as well as other sources, such as Lexis Nexis.

References



CITY OF SAN ANGELO, TEXAS

PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
325.657.4219 • sapurch@cosatx.us

List of References

List at least three (3) references of similar scope and size giving organization name, contact information, and term.

1	Government or Company Name	Gainesville Regional Utilities
	Location	P.O. Box 147118, Gainesville, Florida 32164
	Contact Person and Title	Keri Handshu Revenue Assurance Director
	Telephone Number	352-393-1305
	Scope of Work	We provide Applicant Screening and Collection of Delinquent Debt
	Contract Period	2015-present
2	Government or Company Name	Padre Dam Municipal Water District
	Location	P.O. Box 719003, Santee, California 92071
	Contact Person and Title	Art Oughton Customer Service Manager
	Telephone Number	619-258-4728
	Scope of Work	We provide Applicant Screening and Collection of Delinquent Debt
	Contract Period	2013-present
3	Government or Company Name	Kissimmee Utility Authority
	Location	1701 West Carroll Street, Kissimmee, Florida 3474
	Contact Person and Title	Kasee Cavalcante Collection Analyst
	Telephone Number	407-933-7777 X6408
	Scope of Work	We provide Applicant Screening and Collection of Delinquent Debt
	Contract Period	2007-present

References may be checked before award. Any negative responses may be grounds for disqualification.

CITY OF SAN ANGELO, TEXAS • LIST OF REFERENCES

Fee Schedule

ONLINE proposes a flat 19% contingency fee on all monies collected for delinquent utility accounts placed with us by the City. This is the only cost to the City and will be effective for the length of the contract.

Sample Contract Terms

It is our desire to continue our relationship under the terms of the current agreement in place between ONLINE and the City. We agree to negotiate any requested changes in good faith with the City.

Additional Data or Services Offerings

RFP Forms

Please see uploaded forms within our Bonfire submission.

Sample Certificates of Insurance



ONLIINF-01

DJSHOPSH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Towne Insurance Agency, LLC 105 E. Arlington Blvd Suite B & C Greenville, NC 27858	CONTACT NAME: Coral B. Cooper, CISR, CWCS PHONE (A/C, No, Ext): (252) 317-0910 2005 FAX (A/C, No): (252) 756-9092 E-MAIL ADDRESS: ccooper@towneinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Pennsylvania National Mutual Casualty Insurance Company NAIC # 14990	
INSURER B: Accident Fund Insurance Company of America 10166	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		CX9 0666934	9/14/2023	9/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:						
A	AUTOMOBILE LIABILITY		AU90666934	9/14/2023	9/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
X	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	X SCHEDULED AUTOS NON-OWNED AUTOS ONLY				
A X	UMBRELLA LIAB EXCESS LIAB	X OCCUR CLAIMS-MADE	UL9 0666934	9/14/2023	9/14/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED X RETENTION \$	10,000				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	100017367	3/31/2023	3/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Only ACORD 25 (2016/03)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
8/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Olivier VanDyk Insurance Agency, Inc 4242 Six Forks Rd., Ste. 820 Raleigh NC 27609		CONTACT NAME: PHONE (A/C, No, Ext): 336-268-8988 FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED Online Information Services, Inc. 685 West Fire Tower Rd. Winterville NC 28590		License# 0007645 ONLIINF-01 INSURER A: AmTrust Insurance Company NAIC # 15954 INSURER B: Vantage Risk Specialty Insurance Comany INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2058193693

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability		AES1231963-00	5/1/2023	5/1/2024	Network Security 5,000,000
B	Excess Cyber Liability		P03CY0000035340	5/1/2023	5/1/2024	Network Security 5,000,000 Retention 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 08/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sentinel Risk Advisors LLC 4700 Six Forks Road Suite 200 Raleigh NC 27609		CONTACT NAME: Kristin Lane PHONE (A/C, No, Ext): (919) 926-4623 FAX (A/C, No): (919) 926-4664 E-MAIL ADDRESS: klane@sentinelra.com	
INSURED ONLINE Information Services, Inc P.O. Box 1489 Winterville NC 28590		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378	

COVERAGES **CERTIFICATE NUMBER:** CL235115944 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Errors & Omissions			MKL4PEO001823	05/01/2023	05/01/2024	Each Claim \$5,000,000 Aggregate \$5,000,000 Deductible \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ONLINE Information Services, Inc PO Box 1489 Winterville NC 28590	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: February 6, 2024

Item type: Consent Item

Caption:

Consider awarding WU-02-24 Water Treatment Coagulant to Chameleon Industries in the amount of \$90,000 annually for one year, with four additional 1-year term extensions and authorizing the City Manager to negotiate and execute any related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

Water Production Plant requested bids due November 22, 2023 for the testing and supply of coagulant to meet the requirements of the City's Water Utilities Department for the treatment of potable water.

Two bids were received, and Chameleon Industries was the successful bidder with a complete submission.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
260	260 4200 502 06 50		\$90,000.00

Financial Impact:

Budgeted for purchase FY2024, FY2025, FY2026 and FY2027 Water Utilities Budget.

Other Information/Recommendation:

Attachments:

1.	WU-02-24 Bid Tab	WU-02-24 Bid Tab.pdf
----	------------------	----------------------

Presentation:

Shane Kelton

Approvals/Reviews:

Charles Michalewicz

Created/Initiated

Pete Madrid Jr.
Patrick Frerich
Shane Kelton
Jeffrey Tomlinson
Tina Dierschke
Theresa James
Heather Stastny

Approved
Approved
Approved
Approved
Approved
Approved
Final Approval

[illegible]

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Bluthardt, Fort Concho Manager, Fort Concho

Meeting Date: February 6, 2024

Item type: Consent Item

Caption:

Consider authorizing the City Manager to reject all bids received for RFB FC-01-24 HVAC Unit Replacements at Chase State Office Building (Bob Bluthardt)

Staff Recommendation:

Approve

Summary/History:

As part of a five-year plan to replace all roof HVAC units at the Chase State Office Building, this project will cover an additional twelve units in FY 2024. Ten units were replaced in FY 2023. For this project, five bids were received and reviewed. Staff recommends rejecting all bids.

Funding Source(s):

Financial Impact:

There are sufficient funds in a capital line item in the FY 2024 Fund 201 budget that covers all personnel, supplies, and maintenance for the State Office Buildings.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---------------------------------|-------------------------------------|
| 1. | 00 FC-01-24 Bid Tabulation | 00 FC-01-24 Bid Tabulation.pdf |
| 2. | 01 RFB FC-01-24 State Bldg HVAC | 01 RFB FC-01-24 State Bldg HVAC.pdf |

Presentation:

Robert Bluthardt

Approvals/Reviews:

Robert Bluthardt
Carlton White
Jeffrey Tomlinson

Created/Initiated
Approved
Approved

Tina Dierschke
Theresa James
Heather Stastny

Approved
Approved
Final Approval



RFB Bid Tabulation

FC-01-24 • HVAC Unit Replacements at Chase State Office Building

Wednesday, January 10, 2024 2:00 p.m.

	Accurate Air Solutions LLC	EMS Heating and Air Conditioning Inc	Texas Royalty Construction LLC	University Heating and Cooling	Warren AC and Heat LLC
Total Cost	\$119,994.00	\$133,540.43	\$127,000.00	\$119,000.00	\$119,200.00



City of San Angelo

REQUEST FOR BIDS

RFB FC-01-24 • Fort Concho
HVAC unit replacements at Chase State Office Building

SUBMITTAL DEADLINE: [AVAILABLE ON CITY OF SAN ANGELO - BONFIRE](#)

CITY OF SAN ANGELO • PURCHASING DIVISION • 72 WEST COLLEGE AVENUE • SAN ANGELO, TEXAS 76903

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1. INVITATION

1.1 General

The Chase State Office Building at 622 South Oakes, a property owned by the City of San Angelo and managed under the adjacent Fort Concho National Historic Landmark, is requesting bids to replace twelve (12) roof mounted HVAC units (Gas Heating and Air Conditioning) of various capacities. Contractor is required to use a licensed electrician for all electrical work during removal and installation. Work shall include required permits and inspections per the installation. Contractor shall coordinate with City representatives as needed to minimize downtime to the offices/public spaces each unit services. Contractor will work with City representatives for street/lanes closure to facilitate safe completion of this work. Specifics of each unit are attached to this bid invitation.

Estimated Project Award: February 1, 2024

Estimated Date of Completion: No later than December 31, 2024

Contractor shall:

- Remove existing units and appropriate parts and connections as necessary
- Protect roof surface and sides of building during the project
- Keep in place pipe supports for insulated supply and return lines
- Install new units and test to ensure proper operation
- Be responsible for all electrical work to disconnect and reconnect units to power; a licensed electrician is required

1.2 Confidentiality

All submissions shall remain confidential. After award, 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 bid unless clearly identified as such.

1.3 Document Availability

Bid Documents are available in the Purchasing Division or may be downloaded from the City's website at <https://cosatx.bonfirehub.com/>. To locate the documents on the Bonfire Portal, go to:

Open Public Opportunities > RFB FC-01-24 / HVAC unit replacements at Chase State Office Building

1.4 Mandatory Pre-Bid Meeting

A mandatory on-site pre-bid meeting shall be held on December 20, 2023, at 10:00 a.m. located at the Chase State Office Building (622 S. Oakes, San Angelo, Tx).

1.5 Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are detailed within the Special Insurance Rider and/or the draft project agreement included with this solicitation package. Please review the insurance and indemnification requirements with your insurance agent prior to submission.

1.6 Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division through [Bonfire](#), City's e-Procurement Platform. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued by addenda and posted on the Bonfire Project Page. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.



1.7 Required Response

The City requires a response to any Request for Bid (RFB) notifications sent to potential vendors. Should a company choose not to participate, then to remain on the City of San Angelo's potential vendors list, a "No Bid Reply" must be submitted.

1.8 Deadline and Delivery Location

RFB submittals must be received no later than **the posted submission deadline listed in City's e-Procurement Portal (Bonfire)**. The time recorded in Bonfire will serve as the official record of time. Bids received after the bidding deadline will not be considered.

It is the sole responsibility of the vendor to ensure that the sealed RFB submittal arrives via Bonfire by the specified deadline.

Faxed or physically submitted bids will not be accepted.

1.9 Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's e-Procurement Portal ([Bonfire](#)). Respondents should **acknowledge any addenda as part of their submission in Bonfire**. Respondent is responsible for checking the City's e-Procurement Platform (Bonfire) to determine if any addenda have been issued prior to submitting a bid. Failure to consider all addenda will be at the respondent's risk.

1.10 Copies of Bid Tabulation Results

To obtain Bid Tabulation results, download the file in City's e-Procurement Portal ([Bonfire](#)) at least 24 hours after the close date.

1.11 Award of Contract

The City reserves the right to accept or reject any or all bids, and to waive any informalities or irregularities in the RFB process. The City is an equal opportunity employer.

1.12 Acceptance of Bid Content

Before submitting a bid, 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 the bid will rely. If the respondent receives an offer because of its bid, 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.

1.13 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.

1.14 Bid Term

This bid will be for one year from the award date.

1.15 Points of Contact

Jessica Pirkle, Purchasing Specialist
Purchasing Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
sapurch@costx.us
(325) 657-4219

Robert F. Bluthardt
Chase State Office Building/Fort Concho
City of San Angelo
630 S. Oakes St.
San Angelo, Texas 76903
(325) 234-0316



2. INSTRUCTIONS TO BIDDERS

2.1 Restrictions on Communication

Respondents shall not communicate with: 1) elected City officials and their staff regarding the RFB or from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFB 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 RFB and/or bid submitted by respondent. Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's bid from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFB;
3. Respondents may submit written questions concerning this RFB to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered.

It is required that all questions be sent through the City's e-Procurement Platform, Bonfire. Questions submitted and the City's responses will be published in the form of addenda to the Project Page in Bonfire. Respondent is responsible for calling the City or reviewing the Bonfire Project Page to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

4. 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. All cost associated with interviews will be at the respondents' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
5. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.

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.

2.2 Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of written addenda.

2.3 Examinations of RFB Documents

Respondents are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the respondent's risk.

2.4 Bid Form

Bids 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 attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Bids 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. Bids 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 bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the bid of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

All blank spaces in the bid form shall be filled. A bid price shall be indicated for each item and alternative listed therein, or the words "No Bid", "No Charge", or other appropriate phrase shall be entered. Bids must include all required forms as prescribed herein. Bids received without all such items completed may be considered nonresponsive.

The vendor is not required to acknowledge receipt of addenda but shall include all addenda in vendor's response. No alterations in bids 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 vendor. Failure to consider all addenda prior to submitting a bid shall be at the risk of the vendor.

2.5 Modification or Withdrawal of Bids

Bids **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by withdrawal through Bonfire. No bid may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

2.6 Disqualification

The respondent may be disqualified for any of the following reasons:

- A. The respondent is involved in any litigation against the City of San Angelo;
- B. The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- C. The respondent is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- D. The bid is not received by the bid submittal deadline; or,
- E. The bid is not executed by a person authorized to enter into a contract binding on the respondent.

2.7 Reservations

The City expressly reserves the right to accept, reject, or cancel all bids AND:

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure;
- B. Extend the bid closing time and date;
- C. Reissue a bid invitation or RFB;
- D. Procure any item by other means;
- E. Increase or decrease the quantity specified unless the vendor specifies otherwise; or,
- F. Award multiple contracts based on low bids for individual items or groups of similar items.

2.8 Inspections

Inspections shall be at the discretion of the City within the requirements of the City. The vendor shall keep the entire project site accessible to the City and any other governmental entity that may exercise regulatory control of the project or any portion of the work.

2.9 Taxes

All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.



2.10 Authorized Signature

Bids must show vendor name, address, and be manually signed. The person signing the bid must have authority to bind their firm in a contract. Any erasures or other changes must be initialed by the person signing the bid.

2.11 Acceptance

The vendor's signature on the bid response constitutes an offer to sell under the terms and conditions contained in the bid (FC-01-24). The Notice of Award offered to the vendor constitutes acceptance of the offer to sell and consummates a binding contractual agreement. Acceptance of respondent's offer will be in the form of a purchase order (bearing the valid signature of the Procurement Official) and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

2.12 Invoices and Payment

Contractor will submit itemized invoices for all services rendered pursuant to this Request for Bids. Invoices will bear the name of the firm and will be addressed to the appropriate City Point of Contact, Contract Number (FC-01-24), and Purchase Order number. Invoices will be in itemized format and provide enough detail that demonstrates work performed or goods tendered.

Payment may be withheld by City, at the discretion of the City, to vendor until all required documents pertaining to the incurred charges are provided to the authorized City representative.

2.13 Gratuities

The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by vendor in providing such gratuities.

2.14 Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to vendor of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

2.15 Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

2.16 Assignment-Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by vendor be valid without the written permission of the City. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.17 Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.18 Modifications

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.



2.19 Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

2.20 Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

2.21 Advertising

Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

2.22 Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

2.23 Equal Employment Opportunity

Vendor agrees that during the performance of its contract it will:

- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

All vendors must be Equal Opportunity Employers. Disadvantaged and Minority vendors are encouraged to participate.

2.24 Conflict of Interest

Vendor agrees to comply with the conflict-of-interest provisions of the City of San Angelo Charter and Code of Ordinances. Vendor agrees to maintain current, updated disclosure of information on file with the City Clerk throughout the term of the contract.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interests' disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) – included in the bid forms - must be submitted no later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.



2.25 Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. **An authorized agent of the business entity must sign the printed copy of the form.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Information regarding how to use the filing application and the application are both available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Instructional videos are available under the heading Instructional Videos for Business Entities.

The Form 1295 must be received, signed and notarized, within thirty (30) days of Council award or the contract may be voided.

2.26 Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the City or the selected vendor in connection with the work shall be paid by the vendor. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax and Federal Excise Tax.

2.27 Examination of Contract Documents

Each vendor shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a bid shall constitute an acknowledgment that the vendor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a vendor to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to its bid or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the City will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected vendor as a result of conditions pertaining to the work.

2.28 Familiarization with the Type of Work

Before submitting a bid, each prospective vendor shall familiarize itself with the work, local labor conditions and all laws, regulations, and other factors affecting performance of the work. It shall carefully correlate its observations with requirements of this request and otherwise satisfy itself of the expense and difficulties attending performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment for lack of such familiarization.

2.29 Partial Award

Bidders may furnish pricing for all or any portion of the bid invitation. **UNLESS** bidder specifies otherwise in his bid, the City may award contracts for any item or group of items listed.

2.30 Legal Venue

Tom Green County, Texas



2.31 Funds – Price

The vendor submitting the lowest and best bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City. The City reserves the right to award in the bid in whole, by category or by product.

2.32 Claims for Overcharges

Vendor hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

2.33 Price Escalation

Price must be firm for each one (1) year term. A price increase shall at no time be more than what similar volume customers would pay (see Warranty-Price). The vendor must provide the City a thirty (30) day notice for a price escalation request. The vendor must provide cost analysis and/or other documentation to justify any increase, to include industry and industry group level trends and indexes and should not exceed an annual increase of 4% of the originally quoted cost.

The City Manager or their designee may approve a contract term extension with or without a price increase or reduction at their full discretion. An increase in price must be justified in writing or by documentation from the Vendor to the satisfaction of the City Manager or their designee. If no agreement is reached, the City may re-bid the contract.

2.34 Materials

The bidder certifies all materials and equipment supplied resulting from this bid invitation shall be new and unused, unless noted elsewhere in the invitation.

2.35 Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Bidders are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.



3. TERMS AND CONDITIONS

3.1 Order Placement

No order shall be accepted without a Purchase Order and all invoices must reflect the Purchase Order number. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to vendor by City. Accepting orders without a Purchase Order number shall be at the risk of the vendor.

3.2 Shipment under Reservation Prohibited

Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3.3 Title and Risk of Loss

The title and risk of loss of the goods shall not pass to City until City receives and takes possession of the goods at the point or points of delivery.

3.4 Delivery Terms and Transportation Charges

F.O.B. destination, unless delivery terms are specified in vendor's bid, or actual costs, whichever is lower. If the quoted delivery terms do not include transportation costs, the City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

3.5 Performance and Payment Bond

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful vendor shall furnish bond(s) each in a penal sum of at least the full amount of the contract as awarded in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the selected vendor may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by it in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract and be in the name of the prime contractor.

On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful vendor to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the City may grant based upon reasons determined adequate by the City, shall constitute a default, and the City may either award the contract to the next responsible vendor or re-advertise for bids, and may charge against the vendor the difference between the amount of the award and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the bid security.

Performance and Payment Bonds shall be delivered to the City's Risk Manager.

3.6 Waiver of Performance and Payment Bonds

Performance and Payment Bonds may be waived under the following circumstances:

The City may elect, at their option, to waive Payment Bonds if the contract sum is less than fifty-thousand (\$50,000.00) dollars.

The City may elect, at their option, to waive Performance Bonds if the contract sum is one-hundred thousand (\$100,000.00) dollars or less.



3.7 No Replacement of Defective Tender

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and vendor will not have the right to substitute a conforming tender. Where the time for performance has not yet expired, the vendor may reasonably notify City of its intention to cure and may then make a conforming tender within the contract time.

3.8 Place of Delivery

The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". The terms of this agreement are "no arrival, no sale".

3.9 Special Tools and Test Equipment

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by vendor for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the vendor as such.

3.10 Warranty-Price

The price to be paid by the City shall be that contained in vendor's bid which vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, reduced to the vendor's current prices on orders by others, or in the alternative, City may cancel this contract without liability to vendor for breach or vendor's actual expense.

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3.11 Warranty-Product

Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions. Any warranties will become into effect on the contract effective date.

3.12 Safety Warranty

Vendor warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time, correction made by City will be at vendor's expense.

3.13 Piggy-Back Procurements

Other municipalities or public agencies in the State of Texas may be interested in purchasing products as procured through this bid.



Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded because of this bid. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed, e.g., Tom Green County, etc.

3.14 No Warranty by City against Infringements

As part of this contract for sale, vendor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to vendor for indemnification if vendor issued on the grounds of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, vendor will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If vendor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

3.15 Right of Inspection

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

3.16 Cancellation

City shall have the right to cancel for default all or any part of the undelivered portion of the order if vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.



4. SPECIFICATIONS

Corporation **MD# 48HJD007--S--DA**
SERIAL **0302G10266**
FACTORY CHARGED **6 ton 230V 3ph**

COMP.	QTY	VOLTS AC	PH	HZ	RCA	LRA	REF.	SYSTEM R-22	TEST PRESSURE GAGE
COMP.	1	208/230	3	60	20.5	156	9.6	LBS 4.3	kg 1.1
FAN MTR	QTY	VOLTS AC	PH	HZ	FLA			LBS	kg
OUTDOOR	1	208/230	1	60	1.4				
INDOOR	1	208/230	3	60	5.8				
COND.	1	208/230	1	60	0.6				

CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS
FOR OUTDOOR INSTALLATION ONLY

POWER SUPPLY **208/230** **3** PH **60** HZ
PERMIT TABLE **254** **187** MIN

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

	TOP	BOTTOM	SIDE	FLUE SIDE
DOWN SUPPLY	0 IN 0 MM	1 IN 25.4 MM	0 IN 0 MM	36 IN 914 MM
SIDE SUPPLY				

* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CEAS A 15 OR 0 RODE FOR MATERIAL
** INCHES 452mm) WITH ACCESSORY FLUE DISCHARGE DEFLECTION

TEMP. RISE **15-45F**
8.3-25.0C

DESIGNED MAXIMUM INLET AIR TEMPERATURE **185F 85.0C**

MAX EXTERNAL STATIC PRESSURE **1.0WC 0.19KPA**

INPUT MIN	INPUT MAX	OUTPUT LTR	EFFICIENCY	COOLING CAP
50000	72000	41000-59040	82	NATURAL
14.7	21.1	12.0-17.3		

GAS SUPPLY PRESSURE **13WC 3.23KPA** MAX **4WC 0.99KPA**

COND. OIL PRESSURE **1.8-3.5WC .45-.83KPA**

COIL HEATING PORTS ARE CLASSIFIED BY UNDERWATER TEST CAPABILITY

IN ACCORDANCE WITH ASHRAE 21.4.7 STANDARDS

94HJD007 541109

U.S. AIR



md#48HJD00S---S---DA
0302020231
4ton 230V 3ph

COMPRESSOR	1	208/230	3.60	13.599	8.0	3.6	364	2506
							248	1710
FAN MOTOR	1	208/230	1.60	0.7				
OUTDOOR	1	208/230	1.60	4.9				
INDOOR	1	208/230	1.80	0.6				
OTHER								
COFIBUST	1	208/230	1.80	0.6				

CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS
FOR OUTDOOR INSTALLATION ONLY

POWER SUPPLY: 208/230 3 PH 60 HZ
PERMISSIBLE VOLTAGE AT UNIT: 254 VOLT

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

	TOP	BOTTOM	SIDES	FLUE SIDE
DOWN SUPPLY	0 IN 0MM	1 IN 25.4MM	0 IN 0MM	36 IN 914MM
SIDE SUPPLY				

* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CLASS A, B, OR C ROOFING MATERIAL
** 18 INCHES (457mm) WITH ACCESSORY FLUE DISCHARGE DEFLECTOR

MIN. CKT. AMP.	22.5	OR FUSE OR BACK BREAKER	30	MINIMUM UNIT DISCONNECT	22	112	FOR COMBINATION COOLING AND HEATING UNIT
		MAX. OVERCURRENT PROTECTIVE DEVICE					

DEVICE PERMITTED FOR USE WITH FORCED AIR FURNACE WITH COOLING UNIT
OR APPROVED FOR NON-RESIDENTIAL USE TO 140°F (60°C)

DESIGNED MAXIMUM OUTLET AIR TEMPERATURE: 185°F 85.0°C

AIR TEMP. RISE	15-45°F	MAX. EXTERNAL STATIC PRESSURE	1.0WC 0.19KPA
	8.3-25.0°C		

BTU/HR	INPUT MIN	INPUT MAX	OUTPUT MAX	EFFICIENCY	THermal	EQUIP. T. E02
50000	72000	41000-59040	82	NATURAL	GAS	
14.7	21.1	12.017.3				
GAS SUPPLY PRESSURE	13WC 3.23KPA	MAX 4WC 9.99KPA	MIN			
MANIFOLD PRESSURE	1.8-3.5WC	.45-.87KPA				

GAS HEATING PORTION CLASSIFIED BY UNDERWYLLKS LABORATORIES
IN ACCORDANCE WITH ANSI Z39.42 STANDARD 1991

LISTED
COOLING PORTION OF ENTIRE AND COOLING UNIT

UL US



6 ton 460V 3ph

Carrier		MODEL 48HJD007---631DA						
Air Conditioning 7310 WEST MORRIS STREET INDIANAPOLIS, IN 46231		SERIAL 0901624516						
FACTORY CHARGED								
COMPR	QTY	VOLTS AC	PH	HZ	RLA	LRA	REF. SYSTEM R-22	TEST PRESSURE GAGE
COMPR	1	460	3	60	9.6	75.0	9.6 LBS	4.3 kg HI 398 PSI 2744 kPa
COMPR							LBS	kg LO 186 PSI 1282 kPa
FAN MTR	QTY	VOLTS AC	PH	HZ	FLA			
OUTDOOR	1	460	1	60	0.6			
OUTDOOR								
INDOOR	1	460	3	60	2.6			
OTHER								
COMBUST	1	460	1	60	0.3			
CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS FOR OUTDOOR INSTALLATION ONLY						POWER SUPPLY 460	3 PH 60 HZ	
						PERMISSIBLE VOLTAGE AT UNIT	508	MAX 414 MIN
MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS								
		TOP		BOTTOM *		SIDES		FLUE SIDE **
DOWN SUPPLY		0 IN 0MM		1 IN 25.4MM		0 IN 0MM		36 IN 914MM
SIDE SUPPLY								
* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CLASS A,B, OR C ROOFING MATERIAL								
** 18 INCHES(457mm) WITH ACCESSORY FLUE DISCHARGE DEFLECTOR								
MIN CKT AMPS	15.2	MAX FUSE OR HACR BREAKER		20	MIN. INLET DISCONNECT			
		MAX OVERCURRENT PROTECTIVE DEVICE		15	97	COMBINATION COOLING AND HEATING UNIT		
DEVICE CERTIFIED AS A FORCED AIR FURNACE WITH COOLING UNIT CSA APPROVED FOR NON-RESIDENTIAL USE TO -40 F AMBIENT.								
DESIGNED MAXIMUM OUTLET AIR TEMPERATURE						185F 85C		
AIR TEMP RISE		MAX EXTERNAL STATIC PRESSURE						
15-45F		1.0WC 0.19KPA						
8.3-25.0C								
INPUT MIN		INPUT MAX		OUTPUT CAP		THERMAL EFFICIENCY		EQUIPED FOR USE WITH
BTU/HR	50000	72000		41000-59040		82		NATURAL GAS
KW	14.7	21.1		12.017.3				
GAS SUPPLY PRESSURE		13WC 3.23KPA		MAX 4WC 0.99KPA		MIN		
MANIFOLD PRESSURE		1.8-3.5WC .45-.87KPA						
GAS HEATING PORTION CLASSIFIED BY UNDERWRITERS LABORATORIES IN ACCORDANCE WITH ANSI Z21.47 STANDARD-1993								
LISTED								



PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING
UNIT TEST REPORT

PROJECT: State Consolidation Building

SYSTEM: RTU 12

UNIT DATA	
Make / Model Number	Carrier M48HJD007 631
Type / Size	RTU / Small
Serial Number	54598G10568
Fan Sheave make	Browning
Fan Sheave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	Gas

MOTOR DATA	
Make	G. E.
H.P. / RPM BHP	1.6 / 1360
Volts / Phase / Hertz	460/3/60
F.L. Amps	2.6
Make Sheave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	2400	2400
Total S.P.	NA	1.0
Discharge S.P.	NA	.60
Suction S.P.	NA	.40
Ent. Air DB / WB	NA	81.0 / 63.4
Lvg. Air DB / WB	NA	57.2 / 54.0
Fan RPM	NA	1340
Voltage	460	463
Amperage	2.6	2.4



**PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING
UNIT TEST REPORT**

PROJECT: State Consolidation Building

SYSTEM: RTU 29

UNIT DATA	
Make / Model Number	Carrier M48HJD007-631
Type / Size	RTU/Small
Serial Number	4598G20560
Fan Sheave make	Browning
Fan Sheave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	Gas

MOTOR DATA	
Make	G.E.
H.P. / RPM BHP	1.6 1360
Volts / Phase / Hertz	460/3/60
F.L. Amps	2.6
Make Sheave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	2400	2390
Total S.P.	NA	1.05
Discharge S.P.	NA	.65
Suction S.P.	NA	.40
Ent. Air DB / WB	NA	81.0/63.4
Lvg. Air DB / WB	NA	57.2/54.0
Fan RPM	NA	1360
Voltage	460	460
Ampcrage	2.6	2.6



**PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING
UNIT TEST REPORT**

PROJECT: State Consolidation Building

SYSTEM: RTU 30

UNIT DATA	
Make / Model Number	Carrier M48HJD006-631
Type / Size	RTU/Small
Serial Number	54498G20671
Fan Sheave make	Browning
Fan Sheave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	Gas

MOTOR DATA	
Make	G.E.
H.P. / RPM BHP	1.1/1190
Volts / Phase / Hertz	460/3/60
F.L. Amps	2.6
Make Sheave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	2000	2000
Total S.P.	NA	1.0
Discharge S.P.	NA	.6
Suction S.P.	NA	.4
Ent. Air DB / WB	NA	81.0/63.4
Lvg. Air DB / WB	NA	57.2/54.0
Fan RPM	NA	1160
Voltage	460	463
Amperage	2.6	2.6



PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING UNIT TEST REPORT

PROJECT: State Consolidation Building

SYSTEM: RTU 32

UNIT DATA	
Make / Model Number	Carrier M48HJD005-631
Type / Size	RTU / Small
Serial Number	S4998G20236
Fan Sheave make	Browning
Fan Sheave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	GAS

MOTOR DATA	
Make	G. E.
H.P. / RPM BHP	2.2 965
Volts / Phase / Hertz	460/1/60
F.L. Amps	2.2
Make Sheave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	1600	1600
Total S.P.	NA	1.0
Discharge S.P.	NA	.6
Suction S.P.	NA	.4
Ent. Air DB / WB	NA	81.0 / 63.4
Lvg. Air DB / WB	NA	57.2 / 54.0
Fan RPM	NA	950
Voltage	460	463
Amperage	2.2	2.0



PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING UNIT TEST REPORT

PROJECT: State Consolidation Building

SYSTEM: RTU 38

UNIT DATA	
Make / Model Number	Carrier M48HJD006-631
Type / Size	RTU / Small
Serial Number	S4498G20681
Fan Shcave make	Browning
Fan Shcave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	GAS

MOTOR DATA	
Make	G. E.
H.P. / RPM BHP	1.1 1190
Volts / Phase / Hertz	460/3/60
F.L. Amps	2.6
Make Shcave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	2000	2000
Total S.P.	NA	1.0
Discharge S.P.	NA	.6
Suction S.P.	NA	.4
Ent. Air DB / WB	NA	81.0 / 63.4
Lvg. Air DB / WB	NA	57.2 / 54.0
Fan RPM	NA	1190
Voltage	460	460
Amperage	2.6	2.6



PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING UNIT TEST REPORT

PROJECT: State Consolidation Building

SYSTEM: RTU 39

UNIT DATA	
Make / Model Number	Carrier M48HJD006-631
Type / Size	RTU / Small
Serial Number	S4498G20678
Fan Shcave make	Browning
Fan Shcave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	GAS

MOTOR DATA	
Make	G. E.
H.P. / RPM BHP	1.1 1190
Volts / Phase / Hertz	460/3/60
F.L. Amps	2.6
Make Shcave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	2000	2000
Total S.P.	NA	1.0
Discharge S.P.	NA	.6
Suction S.P.	NA	.4
Ent. Air DB / WB	NA	81.0 / 63.4
Lvg. Air DB / WB	NA	57.2 / 54.0
Fan RPM	NA	1190
Voltage	460	460
Amperage	2.6	2.6



**PACKAGE ROOFTOP / HEAT PUMP / AIR CONDITIONING
UNIT TEST REPORT**

PROJECT: State Consolidation Building

SYSTEM: RTU 42

UNIT DATA	
Make / Model Number	Carrier M48HJE004-631
Type / Size	RTU/Small
Serial Number	S5098G20139
Fan Shcave make	Browning
Fan Shcave Diam. / Bore	NR
No. Belts / make / size	NR
Type Heating Section	GAS

MOTOR DATA	
Make	G.E.
H.P. / RPM	.4/972
Volts / Phase / Hertz	460/1/60
F.L. Amps	2.2
Make Shcave	Browning

TEST DATA Evap.	DESIGN	ACTUAL
Total CFM	1200	1200
Total S.P.	NA	1.0
Discharge S.P.	NA	.6
Suction S.P.	NA	.4
Ent. Air DB / WB	NA	81.0/63.4
Lvg. Air DB / WB	NA	57.2/54.0
Fan RPM	NA	960
Voltage	460	460
Amperage	2.2	2.1



Carrier Corporation
TYLER, TEXAS

MODEL # 48HJD009---6-DA
SERIAL 4401G02794
FACTORY CHARGED

	QTY	VOLTS AC	PH	HZ	RLA	LRA	REF. SYSTEM	R-22	TEST PRESSURE	GAGE
COMPR	1	460	3	60	8.2	49.57.9	LBS	3.6	kg	383 PSI 2641 kPa
COMPR	1	460	3	60	8.2	49.58.3	LBS	3.7	kg	150 PSI 1034 kPa
FAN MTR	QTY	VOLTS AC	PH	HZ	FLA					
OUTDOOR	2	460	1	60	0.7					
OUTDOOR										
INDUOR	1	460	3	60	3.4					
OTHER										
COMBUST	1	460	1	60	0.3					

CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS
FOR OUTDOOR INSTALLATION ONLY

POWER SUPPLY 460
PERMISSIBLE VOLTAGE AT UNIT 508
MAX 414 MIN

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

	TOP	BOTTOM	SIDES	FLUE SIDE
DOWN SUPPLY	0 IN 0 MM	1 IN 25.4 MM	0 IN 0 MM	48 IN 1219 MM
SIDE SUPPLY				

* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CLASS A, B, OR C ROOFING MATERIAL
** 18 INCHES (457mm) WITH ACCESSORY FLUE DISCHARGE DEFLECTOR

MIN	MAX FUSE OR HACR BREAKER	MINIMUM UNIT DISCONNECT FLA	COMBINATION COOLING AND HEATING UNIT
CKT 23.3	30	24	132
AMPS	MAX OVERCURRENT PROTECTIVE DEVICE		

DEVICE CERTIFIED AS A FORCED AIR FURNACE WITH COOLING UNIT
CSA APPROVED FOR NON-RESIDENTIAL USE TO -40 F AMBIENT.

DESIGNED MAXIMUM OUTLET AIR TEMPERATURE 150F 66C

AIR TEMP RISE 20-50F 11.1-27.8C

MAX EXTERNAL STATIC PRESSURE 1.0WC 0.25KPA

BTU/HR	INPUT MIN	INPUT MAX	OUTPUT CAP	THERMAL EFFICIENCY	EQUIPED FOR USE WITH
92000	125000	75440/102500	22.1-30.0	82	NATURAL GAS
KW 27.0	36.6				

GAS SUPPLY PRESSURE 13WC 3.23KPA MAX 4WC 0.99KPA

MANIFOLD PRESSURE 1.8-3.5WC .45-.87KPA

GAS HEATING PORTION CLASSIFIED BY UNDERWRITERS LABORATORIES
IN ACCORDANCE WITH ANSI Z39.47 STANDARD-1993

LISTED
COOLING PORTION OF HEATING AND COOLING UNIT
35K2

UL US

48HJD009---641DA*
4401G02794*



48HJD005--6--DA 4 ton 460V 3ph

Carrier Corporation TYLER, TEXAS		--641DA		SERIAL 4401G03682		FACTORY CHARGED			
QTY		VOLTS AC		PH	HZ	RLA	LRA	REF. SYSTEM R-22	
COMPR	1	460		3	60	7.4	49.5	8.0	LBS 3.6 kg HI
COMPR									LBS kg LO
FAN MTR		QTY		VOLTS AC		PH	HZ	FLA	
OUTDOOR	1	460		1	60	0.4			
OUTDOOR									
INDOOR	1	460		1	60	2.2			
OTHER									
COMBUST	1	460		1	60	0.3			
CHARGE SYSTEM PER INSTALLATION INSTRUCTIONS FOR OUTDOOR INSTALLATION ONLY								POWER SUPPLY 460 3 PH 60 HZ PERMISSIBLE VOLTAGE AT UNIT 508 MAX 414 MIN	
MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS									
		TOP		BOTTOM *		SIDES		FLUE SIDE **	
DOWN SUPPLY	0IN 0MM		1.0IN 25.4MM		0IN 0MM		36IN 914MM		
SIDE SUPPLY									
* FOR INSTALLATION ON COMBUSTIBLE FLOORING OR CLASS A,B, OR C ROOFING MATERIAL									
** 18 INCHES(457mm) WITH ACCESSORY FLUE DISCHARGE DEFLECTOR									
MIN CKT AMPS	11.9	MAX FUSE OR HACR BREAKER 15		MINIMUM UNIT DISCONNECT FLA 12		LRA 57		COMBINATION COOLING AND HEATING UNIT	
DEVICE CERTIFIED AS A FORCED AIR FURNACE WITH COOLING UNIT CSA APPROVED FOR NON-RESIDENTIAL USE TO -40 F AMBIENT.									
DESIGNED MAXIMUM OUTLET AIR TEMPERATURE								185F 85.0C	
AIR TEMP RISE		MAX EXTERNAL STATIC PRESSURE							
15-45F		1.0WC 0.19KPA							
8.3-25.0C									
INPUT MIN		INPUT MAX		OUTPUT CAP		THERMAL EFFICIENCY		EQUIPED FOR USE WITH	
BTU/HR	50000	72000	41000-59040			82		NATURAL GAS	
KW	14.7	21.1	12.0	17.3					
GAS SUPPLY PRESSURE		13WC 3.23KPA MAX		4WC 0.99KPA MIN					
MANIFOLD PRESSURE		1.8-3.5WC .45-.87KPA							
GAS HEATING PORTION CLASSIFIED BY UNDERWRITERS LABORATORIES IN ACCORDANCE WITH ANSI Z21.47 STANDARD-1993									
48HJD005--641DA									
LISTED COOLING PORTION OF									



ARI capacities (cont)



HEATING CAPACITIES AND EFFICIENCIES

UNIT	HEATING INPUT (Btuh) First Stage/Second Stage	OUTPUT CAPACITY (Btuh)		TEMPERATURE RISE (°F)	AFUE (%)	STEADY STATE EFFICIENCY (%)	CALIFORNIA SEASONAL EFFICIENCY (%)
		Single-Phase Units*	3-Phase Unit†				
48HJE004	50,000/ 72,000	40,000/ 57,100	41,000/ 59,040	15-45	82	82	78.7
48HJF004	82,000/115,000	63,500/ 89,000	65,600/ 92,000	55-85	80	80	77.3
48HJD005	50,000/ 72,000	40,000/ 57,100	41,000/ 59,040	15-45	82	82	78.7
48HJE005	82,000/115,000	65,600/ 92,000	66,420/ 93,150	35-65	81	81	77.7
48HJF005	120,000/150,000	94,400/118,000	96,000/120,000	50-80	80	80	76.9
48HJD008	50,000/ 72,000	40,000/ 57,100	41,000/ 59,040	15-45	82	82	78.7
48HJE008	82,000/115,000	65,600/ 92,000	66,420/ 93,150	35-65	81	81	77.8
48HJF008	120,000/150,000	94,400/118,000	96,000/120,000	50-80	80	80	76.9
48HJD007	50,000/ 72,000	—	41,000/ 59,040	15-45	82	82	78.7
48HJE007	82,000/115,000	—	66,420/ 93,150	35-65	81	81	77.8
48HJF007	120,000/150,000	—	96,000/120,000	50-80	80	80	76.9

UNIT	HEATING INPUT (Btuh) First Stage/Second Stage	OUTPUT CAPACITY (Btuh) First Stage/Second Stage	TEMPERATURE RISE (°F)	AFUE (%)	STEADY STATE EFFICIENCY (%)	CALIFORNIA SEASONAL EFFICIENCY (%)
48HJD008	90,000/125,000	72,900/102,500	20-50	82	82	77.5
48HJE008	120,000/180,000	98,400/147,600	35-65	82	82	77.5
48HJF008	180,000/224,000	147,600/183,700	45-75	82	82	79.4
48HJD009	90,000/125,000	72,900/102,500	20-50	82	82	78.4
48HJE009	120,000/180,000	98,400/147,600	35-65	82	82	78.4
48HJF009	180,000/224,000	147,600/183,700	45-75	82	82	79.4
48HJD012	120,000/180,000	98,400/147,600	35-65	82	82	78.4
48HJD014, HJE012	180,000/224,000	147,600/183,700	35-65	82	82	79.3
48HJE014, HJF012	200,000/250,000	160,000/200,000	40-70	80	80	76.4

LEGEND

AFUE — Annual Fuel Utilization Efficiency

*Single-phase units are rated for output capacity in accordance with U.S. Government Standard Tests

†Three-phase units are rated for output capacity in accordance with ANSI Z21.47 Standard for gas-fired, central furnaces.

NOTE: NO_x levels are 40 nanograms/joule with accessory kit



Options and accessories

ITEM	OPTION*	ACCESSORY†
Apollo Communicating Control	X	
Integrated Economizer — Varislide™	X	X
Integrated Economizer — PARABLADE	X	
Manual Outdoor-Air Damper		X
Convenience Outlet	X	
Unit Mounted Disconnect	X	
Alternate Evaporator Fan Motor (014 only)	X	
Two-Position Damper (25% Open)		X
Two-Position Damper (100% Open)		X
Roof Curb (14 in.)		X
Roof Curb (24 in.)		X
Thru-the-Bottom Service Connections		X
Flue-Hood Protector Assembly		X
Electronic Programmable Thermostat		X
Thermostat and Subbase		X
Time Guard® II Control Circuit		X
Motormaster® Head Pressure Control		X
Accusensor™ II Enthalpy Control		X
Accusensor III Differential Enthalpy Control		X
LP Conversion Kit		X
Condenser Coil Hall Guard		X
Remote Control Panel		X
NO _x Reduction Kit		X
Flue Discharge Deflector		X
Condenser Coil Grille		X
Condenser Coil Salt Spray Protection Package		X
Integrated Economizer and Power Exhaust		X
Fan/Filter Status Switch		X

LEGEND

LP — Liquid Propane

*Indicates a factory-installed option
†Indicates a field-installed accessory.



Physical data



BASE UNIT 48	HJE/HJF004	HJD/HJE/HJF005	HJD/HJE/HJF006	HJD/HJE/HJF007
NOMINAL CAPACITY	3	4	5	6
OPERATING WEIGHT (lb)				
Unit	530	540	560	615
With Variable™ Economizer	564	574	594	649
With PARABLADE Economizer	572	582	602	657
Roof Curb	115	115	115	115
COMPRESSOR			Scroll	
Quantity	1	1	1	1
Oil (oz)	42	53	50	60
REFRIGERANT TYPE			R-22	
Operating Charge (lb-oz)	5-8	8-6	10-10	9-10
CONDENSER FAN			Propeller	
Quantity...Diameter (in.)	1.22	1.22	1.22	1.22
Nominal Cfm	3500	3500	4100	4100
Motor Hp...Rpm	1/4 .825	1/4 .825	1/4 .1100	1/4 .1100
Watts Input (Total)	180	180	320	320
CONDENSER COIL		Enhanced Copper Tubes, Aluminum Lanced Fins		
Rows...Fins/in.	1.17	2..17	2..17	2..17
Total Face Area (sq ft)	14.6	16.5	16.5	16.5
EVAPORATOR FAN			Centrifugal	
Size (in.)	10 x 10	10 x 10	10 x 10	10 x 10
Belt	Belt	Belt	Belt	Belt
Type Drive	1200	1600	2000	2400
Nominal Cfm	1200	1600	2000	2400
Maximum Continuous Bhp	1.20	1.20	1.80	2.40
Motor Frame Size	48	48	56	56
Fan Rpm Range	760-1090	840-1185	1020-1460	1120-1585
Motor Bearing Type	Ball	Ball	Ball	Ball
Maximum Fan Rpm	2100	2100	2100	2100
Motor Pulley Pitch Diameter	1 9/2 9	1 9/2 9	2 4/3 4	2 4/3 4
A/B (in.)	1 9/2 9	1 9/2 9	2 4/3 4	2 4/3 4
Nominal Motor Shaft Diameter (in.)	1/2	1/2	1/2	5/8
Fan Pulley Pitch Diameter (in.)	4.5	4.0	4.0	3.7
Belt — Type...Length (in.)	A. 33	A. 36	A..40	A..38
Pulley Center Line Distance (in.)	10 0-12 4	10 0-12 4	14 7-15 5	14 7-15 5
Speed Change Per Full Turn of Movable Pulley Flange (rpm)	65	70	75	95
Movable Pulley Maximum Full Turns from Closed Position	5	5	6	5
Factory Setting — Full Turns Open	3	3	3	3
Factory Speed Setting (rpm)	890	980	1240	1305
Fan Shaft Diameter at Pulley (in.)	5/8	5/8	5/8	5/8
EVAPORATOR COIL		Enhanced Copper Tubes, Aluminum Double Wavy Fins, Acutrol™		Feed Device
Rows...Fins/in.	2..15	2..15	4..15	4..15
Total Face Area (sq ft)	5.5	5.5	5.5	5.5
FURNACE SECTION				
Rollout Switch Cutout Temp (F)*	195	195	195	195
Burner Orifice Diameter (in. ...drill size)†				
Natural Gas — Std	.113 33	.113 33/113 33/129 30	.113 33/113 33/129 30	.113 33/113 33/129..30
Liquid Propane — Alt**	.089 43	.089 43/089 43/102 38	.089 43/089 43/102 38	.089 .43/089 43/102 .38
Thermostat Heat Anticipator Setting (amps)				
208/230/460 v	14	14	14	14
First Stage	14	14	14	14
Second Stage				
Gas Input (Btuh)				
First Stage	50,000/ 82,000	50,000/ 82,000/120,000	50,000/ 82,000/120,000	50,000/ 82,000/120,000
Second Stage	72,000/115,000	72,000/115,000/150,000	72,000/115,000/150,000	72,000/115,000/150,000
Efficiency (Steady State) (%)	82/80	82/81/80	82/81/80	82/81/80
Temperature Rise Range	15-45/55-85	15-45/55-85/50-80	15-45/55-85/50-80	15-45/55-85/50-80
Manifold Pressure (in. wg)				
Natural Gas — Std	3.5	3.5	3.5	3.5
Liquid Propane — Alt**	3.5	3.5	3.5	3.5
Maximum Static Pressure (in. wg)	1.0	1.0	1.0	1.0
Field Gas Connection Size (in.)	1/2	1/2	1/2	1/2
HIGH-PRESSURE SWITCH (psig)			450 ± 50	
Standard Compressor Internal Relief			428	
Cutout			320	
Reset (Auto.)				
LOSS-OF-CHARGE/LOW-PRESSURE SWITCH (Liquid Line) (psig)			7 ± 3	
Cutout			22 ± 5	
Reset (Auto.)				
FREEZE-PROTECTION THERMOSTAT			30 ± 5	
Opens (F)			45 ± 5	
Closes (F)				
OUTDOOR-AIR INLET SCREENS			Cleanable	
Quantity...Size (in.)			1 20 x 24 x 1	
RETURN-AIR FILTERS			Throwaway	
Quantity...Size (in.)			2 16 x 25 x 2	

LEGEND

Bhp — Brake Horsepower

*Indicates automatic reset.

†48HJD005-007 and 48HJE004 (72,000 Btuh heat input) units have 2 burners.
48HJE005-007 and 48HJF004 (115,000 Btuh heat input) units and 48HJF005-007 (150,000 Btuh heat input) units have 3 burners

**An LP Conversion Kit is available as an accessory.



BASE UNIT 48	HJD/HJE/HJF008	HJD/HJE/HJF009	HJD/HJE/HJF012	HJD/HJE014
NOMINAL CAPACITY (tons)	7½	8½	10	12½
OPERATING WEIGHT (lb)				
Unit	870	880	1035	1050
With Variable Economizer	914	924	1079	1094
With PARABLADE Economizer	932	942	1097	1112
Roof Curb	143	143	143	143
COMPRESSOR		Scroll		
Quantity	2	2	2	2
Oil (oz) (each compr)	53	53	50	60
REFRIGERANT TYPE		R-22		
Operating Charge (lb-oz)				
Circuit 1	6- 8	7-4	10-3	10-0
Circuit 2	5-14	6-4	9-3	9-3
CONDENSER FAN		Propeller		
Quantity...Diameter (in.)	2 . 22	2 . 22	2 . 22	2 . 22
Nominal Cfm	6500	6500	7000	7000
Motor Hp...Rpm	¼ . 1100	¼ . 1100	¼ . 1100	¼ . 1100
Watts Input (Total)	650	650	650	650
CONDENSER COIL		Enhanced Copper Tubes, Aluminum Lanced Fins		
Rows...Fins/in.	2 . 17	2 . 17	2 . 17	2 . 17
Total Face Area (sq ft)	20.5	20.5	25.0	25.0
EVAPORATOR FAN		Centrifugal		
Size (in.)	15 x 15	15 x 15	15 x 15	15 x 15
Type Drive	Belt	Belt	Belt	Belt
Nominal Cfm	3000	3400	4000	5000
Maximum Continuous Bhp	2.90	2.90	4.20	5.25
Motor Frame	56	56	56	56
Fan Rpm Range	840-1085	840-1085	860-1080	900-1260
Motor Bearing Type	Ball	Ball	Ball	Ball
Maximum Fan Rpm	2100	2100	2100	2100
Motor Pulley Pitch Diameter	3 4/4 4	3 4/4 4	4 0/5 0	2 8/8 8
Nominal Motor Shaft Diameter (in.)	7/8	7/8	7/8	7/8
Fan Pulley Pitch Diameter (in.)	7.0	7.0	8.0	8.0
Belt — Type...Length (in.)	A . 51	A . 51	A . 51	BX .46
Pulley Center Line Distance (in.)	16 75-19 25	16 75-19 25	15 85-17.50	15 85-17.50
Speed Change per Full Turn of	50	50	45	60
Movable Pulley Flange (rpm)	—	—	—	45
Movable Pulley Maximum Full	5	5	5	6
Turns from Closed Position	—	—	—	5
Factory Setting — Full Turns Open	5	5	5	5
Factory Speed Setting (rpm)	840	840	860	960
Fan Shaft Diameter at Pulley (in.)	1	1	1	1
EVAPORATOR COIL		Enhanced Copper Tubes, Aluminum Double-Wavy Fins		
Rows...Fins/in.	3.. 15	3.. 15	4 . 15	4 . 15
Total Face Area (sq ft)	8.9	8.9	11.1	11.1
FURNACE SECTION				
Rollout Switch Cutout (Temp (F)*)	195	195	195	195
Burner Orifice Diameter (in. ...drill size)†				
Natural Gas — Std	120 .31	120 .31	120 .31/ 120 31/ 129 30	120 31/ 129 .30
Liquid Propane — Alt**	096 41	096 .41	096 41/ 096 41/ 102 38	096 41/ 102 38
Thermostat Heat Anticipator Setting (amps)				
208/230/460-v Stage 1	14/ 14/ 14	14/ 14/ 14	14	14
Stage 2	14/ 20/ 20	14/ 20/ 20	20	20
Gas Input Stage 1	90,000/120,000/180,000	90,000/120,000/180,000	120,000/180,000/200,000	180,000/200,000
Stage 2	125,000/180,000/224,000	125,000/180,000/224,000	180,000/224,000/250,000	224,000/250,000
Efficiency (Steady State) (%)	82/82/82	82/82/82	82/82/80	82/80
Temperature Rise Range	20-50/35-65/45-75	20-50/35-65/45-75	35-65/35-65/40-70	35-65/40-70
Manifold Pressure (in. wg)				
Natural Gas — Std	3.5	3.5	3.5	3.5
Liquid Propane — Alt**	3.5	3.5	3.5	3.5
Field Gas Connection Size (in.)	.50/.75/.75	.50/.75/.75	.75/.75/.75	.75/.75
HIGH-PRESSURE SWITCH (psig)		450 ± 50		
Standard Compressor Internal Relief		428		
Cutout		320		
Reset (Auto.)				
LOSS-OF-CHARGE/LOW-PRESSURE SWITCH				
(Liquid Line) (psig)				
Cutout		7 ± 3		
Reset (Auto.)		22 ± 7		
FREEZE-PROTECTION THERMOSTAT				
Opens (F)		30 ± 5		
Closes (F)		45 ± 5		
OUTDOOR-AIR INLET SCREENS		Cleanable		
Quantity...Size (in.)		1 20 x 25 x 1		
		1...16 x 25 x 1		
RETURN-AIR FILTERS		Throwaway		
Quantity...Size (in.)	4.. 16 x 20 x 2	4 16 x 20 x 2	4 20 x 20 x 2	4 20 x 20 x 2

LEGEND
Bhp — Brake Horsepower

*Indicates automatic reset.
†48HJD008-009 units have 3 burners.
48HJD012 and 48HJE008,009 units have 4 burners.
48HJD008,009; 48HJE/HJF012; and the 48HJD/HJE014 have 5 burners
**An LP Conversion Kit is available as an accessory.



Electrical Data



UNITS WITHOUT ELECTRICAL CONVENIENCE OUTLET

UNIT	NOMINAL VOLTAGE (V-Ph-Hz)	VOLTAGE RANGE		COMPRESSOR (each)		OFM (each)		IFM	COMBUSTION FAN MOTOR	POWER SUPPLY		MINIMUM UNIT DISCONNECT SIZE*	
		Min	Max	RLA	LRA	FLA	FLA			MCA	MOCF	FLA	LRA
48HJE/HJF004 (3 Tons)	208/230-1-60	187	254	16.0	88.0	0.7	4.9		.57	25.6/25.6	35/35†	25/25	101/101
	208/230-3-60	187	254	10.3	77.0	0.7	4.9		.57	18.5/18.5	25/25†	18/18	90/90
	460-3-60	414	508	5.1	39.0	0.4	2.2		.30	9.0	15†	9	46
	575-3-60	518	632	4.2	31.0	0.4	2.2		.30	7.3	15†	7	37
48HJD/HJE/HJF005 (4 Tons)	208/230-1-60	187	254	23.7	129.0	0.7	4.9		.57	35.2/35.2	45/45†	34/34	142/142
	208/230-3-60	187	254	13.5	99.0	0.7	4.9		.57	22.5/22.5	30/30†	22/22	112/112
	460-3-60	414	508	7.4	49.5	0.4	2.2		.30	9.7	15†	12	57
	575-3-60	518	632	5.8	40.0	0.4	2.2		.30	9.3	15†	9	46
48HJD/HJE/HJF006 (5 Tons)	208/230-1-60	187	254	28.8	169.0	1.5	8.8		.57	46.3/46.3	60/60†	45/45	216/216
	208/230-3-60	187	254	17.3	123.0	1.5	8.8		.57	29.0/29.0	35/35†	28/28	168/168
	460-3-60	414	508	9.0	62.0	0.8	2.6		.30	14.7	20†	14	84
	575-3-60	518	632	7.1	50.0	0.8	2.6		.30	11.6	15†	11	59
48HJD/HJE/HJF007 (6 Tons)	208/230-3-60	187	254	20.5	156.0	1.4	5.8		.57	32.8/32.8	40/40†	32/32	200/200
	460-3-60	414	508	9.6	70.0	0.6	2.6		.30	15.2	20†	15	92
	575-3-60	518	632	7.7	56.0	0.6	2.6		.30	12.2	15†	12	74
	208/230-3-60	187	254	12.4	88.4	1.4	7.5		.57	38.2/38.2	45/45†	40/40	242/242
48HJD/HJE/ HJF008 (7½ Tons)**	460-3-60	414	508	6.4	44.0	0.7	3.4		.30	19.2	25†	20	121
	575-3-60	518	632	4.8	34.0	0.7	3.4		.30	14.6	20†	16	95
	208/230-3-60	187	254	15.0	99.0	1.4	7.5		.57	44.1/44.1	50/50†	46/46	264/264
	460-3-60	414	508	8.2	49.5	0.7	3.4		.30	19.9	30†	24	132
48HJD/HJE/HJF009 (8½ Tons)**	575-3-60	518	632	5.8	40.0	0.7	3.4		.30	16.9	20†	18	107
	208/230-3-60	187	254	19.3	123.0	1.4	10.6		.57	56.8/56.8	70/70†	60/60	337/337
	460-3-60	414	508	10.0	62.0	0.7	4.8		.30	28.7	35†	30	170
	575-3-60	518	632	7.9	50.0	0.7	4.8		.30	22.7	25†	24	136
48HJD/HJE014 (12½ Tons) (Std)**	208/230-3-60	187	254	25.9	156.0	1.4	15.0		.57	76.1/76.1	90/90†	80/80	426/426
	460-3-60	414	508	12.9	70.0	0.7	7.4		.30	37.8	45†	40	197
	575-3-60	518	632	7.4	54.0	0.7	7.4		.30	23.7	30†	25	154
	208/230-3-60	187	254	25.9	156.0	1.4	10.6		.57	71.7/71.7	80/80†	75/75	403/403
48HJD/HJE014 (12½ Tons) (Alt)**	460-3-60	414	508	12.9	70.0	0.7	4.8		.30	35.2	45†	39	186
	575-3-60	518	632	7.4	54.0	0.7	4.8		.30	21.6	25†	23	144

LEGEND

CUL — Canadian Underwriters' Laboratories
FLA — Full Load Amps
HACR — Heating, Air Conditioning and Refrigeration
IFM — Indoor (Evaporator) Fan Motor
LRA — Locked Rotor Amps
MCA — Minimum Circuit Amps
MOCF — Maximum Overcurrent Protection
NEC — National Electrical Code
OFM — Outdoor (Condenser) Fan Motor
RLA — Rated Load Amps

*Used to determine minimum disconnect per NEC

†Fuse or HACR circuit breaker.

**Units have 2 outdoor fan motors.

NOTES:

1. In compliance with NEC requirements for multimotor and combination load equipment (refer to NEC Articles 430 and 440), the overcurrent protective device for the unit shall be fuse or HACR breaker. The CUL units may be fuse or circuit breaker.
2. Electrical data based on 95 F ambient outdoor-air temperature ± 10% voltage





5. SUBMISSION REQUIREMENTS

- ☐ Bid Table (Bonfire)
- ☐ References, Subcontractors, and Suppliers Form
- ☐ Certification Federally Funded
- ☐ Conflict of Interest Questionnaire
- ☐ Contact Information Form
 - IRS Form W-9
- ☐ Debarment and Suspension Certification
- ☐ Local Preference Consideration Application & Economic Impact Details
- ☐ Prohibited Contracts
- ☐ Special Insurance Rider
 - COI (Certificate of Insurance)
- ☐ Vendor Compliance with Reciprocity on Non-Resident Vendors

1295 Form Requirement

At council award, one original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required.

Anti-Lobbying Agreement

In submitting its bid, respondent certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the bid.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: February 6, 2024

Item type: Consent Item

Caption:

Report to Council regarding training ammunition, training conversion bolts for SWAT rifles, and standard 9mm ammunition for the San Angelo Police Department to be purchased using Federal and State forfeiture funds (David Howard)

Staff Recommendation:

Approve

Summary/History:

The department will be using Federal forfeiture funds to purchase standard 9mm ammunition for the department. Additionally, the department will be purchasing conversion bolts for SWAT AR15 rifles to convert them to use marking rounds for training purposes. The purchase of the training rounds and conversion bolts will be funded using State/Local forfeiture funds.

Funding Source(s):

Financial Impact:

Forfeiture funds will be used for these purchases. Forfeiture funds are not part of the regular operating funds and authorized exclusively for police department use under Federal and State law.

After requested purchases of ammunition, the respective balance in Federal Forfeitures will be \$0.00.

The new balance in State/Local Forfeiture funds after purchase of the conversion kits and training rounds will be \$36,779.90

Other Information/Recommendation:

Attachments:

Presentation:

David Howard

Approvals/Reviews:

Gail Smith	Created/Initiated
Frank Carter	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Heather Stastny, City Clerk, City Clerk

Meeting Date: February 6, 2024

Item type: Consent Item

Caption:

Consider a resolution calling and ordering the May 4, 2024 General Election for Chief of Police, authorizing the execution of an agreement for Election Services with Tom Green County Elections Administration, and authorizing the City Manager to negotiate and execute all related documents (Heather Stastny)

Staff Recommendation:

Adopt

Summary/History:

The ordering of the General Election is a routine action required by the Election Code 3.005(a) to set the date of the election, possible runoff date, and establish polling locations for early voting with reference to election day polling location. The General Election will be conducted to fill a three-year term for Chief of Police.

The election on May 4, 2024 will be administered by the Tom Green County Election Office with several other Local Political Subdivisions also contracting with TGC for election services on the same day. This has proven to be the most efficient method of conducting elections and is in the best interest of the taxpayers of the City of San Angelo.

Funding Source(s):

Financial Impact:

Election expenses are shared with the other participating entities. Staff negotiated and executed an Interlocal Agreement with Tom Green County for this and subsequent elections until 2032. The master agreement outlines that the Elections Administrator will continue to hold elections for the municipality as needed. The historical cost for previous elections has varied over the years, and is dependent on how many polling locations are necessary, how many entities share the cost, and whether a runoff election is necessary.

This election is estimated to cost \$13,475.44.

Other Information/Recommendation:

Attachments:

1. Draft TGC Contract May 2024 Election
2. Resolution Order of Election May 4 2024

Draft TGC Contract May 2024 Election.doc
Resolution Order of Election May 4 2024.docx

Presentation:

Heather Stastny

Approvals/Reviews:

Heather Stastny
Theresa James
Heather Stastny

Created/Initiated
Approved
Final Approval

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF
TOM GREEN COUNTY, TEXAS
AND
City of San Angelo
FOR THE May 4, 2024
General ELECTION

THIS CONTRACT is made and entered into by and between, Vona Hudson, the Elections Administrator of Tom Green County, Texas, hereinafter referred to as “Contracting Officer,” and the Local Political Subdivision, City of San Angelo, hereinafter referred to as “the LPS,” pursuant to the authority under Section 31.092(a) of the Texas Election Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties to this contract agree to the following with regard to coordination, supervision, and conducting of the LPS’s May 4, 2024 General Election (“the election”).

I. RESPONSIBILITIES OF CONTRACTING OFFICER.

The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. *Nomination of Presiding Judges and Alternate Judges.* Within 45 days after the last party signs this contract, the Contracting Officer shall submit to the LPS for approval by its governing body a proposed list of presiding election judges (“presiding judges”) and alternate presiding judges (“alternate judges”) for each of the LPS’s Election Day polling locations shown on Exhibit H attached hereto and made part of this contract, a proposed person to serve as presiding judge of the Early Voting Ballot Board (EVBB), and two proposed persons to serve as presiding judge and alternate judge of the central counting station on Election Day. Such proposed presiding judges and alternate judges shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code. The proposed EVBB presiding judge and the proposed central counting station presiding judge shall meet the eligibility requirements in, respectively, Sections 87.003 and 127.005(b) and Subchapter C of Chapter 32 of the Texas Election Code.

B. *Notification to Presiding Judges and Alternate Judges; Appointment of Clerks.*

1. Following the appointment of the Presiding Judges and Alternate Judges by the governing body of the LPS, in accordance with Section 32.009 of the Texas Election Code, the Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements for election workers, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the presiding judge shall make reasonable efforts to appoint a sufficient number of election clerks who are fluent in both English and Spanish to serve the needs of the Spanish-speaking voters of the precinct. If the number of elections clerks appointed is insufficient to serve the needs of the Spanish-speaking voters in the election, the governing body of the LPS shall appoint at least one clerk who is fluent in both English and Spanish to serve at a central location to provide assistance for Spanish-speaking voters. On a primary election day, the county chairs of each party holding a primary shall each appoint one clerk. [TEC Sec. 272.009 (a) (b)]

3. The Contracting Officer shall prepare writs of election to the presiding judges in accordance with Section 4.007 of the Texas Election Code to be signed by the presiding officer of the LPS's governing body or the presiding authority of the Contracting Officer's governing body. The writs of election shall be delivered to the presiding judges no later than fifteenth day before Election Day.

4. Following their appointment by the governing body of the LPS, the Contracting Officer shall notify the presiding judges of the EVBB and the central counting station of their respective appointments. The notification will also include the time and place on Election Day to which they should report, the date of the election school for them, the eligibility requirements, the rate of compensation, the number of clerks they are entitled to appoint (2-4 for the EVBB and one for the central counting station), and the names of potential clerks.

C. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will either be paid by the Contracting Officer and reimbursed to her/him by the LPS or the LPS will pay such cost directly to the third persons, as agreed by the parties at the time the services and supplies are ordered.

D. Election School(s). In accordance with Sections 32.111 and 125.009, of the Texas Election Code, the Contracting Officer shall be responsible for conducting (or for having third parties conduct) one or more, in her/his discretion, election schools to train the presiding judges, alternate judges, election clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, maintaining order in the polling location, and provisional voting. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. The Contracting Officer may develop and distribute a training DVD to poll workers in lieu of a training school. Poll workers who utilize the DVD for training shall be required to pass a test developed by the Contracting Officer. Additionally, the Contracting Officer may offer the poll worker the option of completing the Secretary of State's online poll worker training in lieu of attending training classes. The LPS understands that the Contracting Officer cannot guarantee that the judges, clerks, or deputies attend an election school. The LPS may appropriate funds to compensate its election workers for attending training at an hourly rate not to exceed the maximum rate paid for services at a polling place and/or pay the expenses of conducting the programs. LPS may consider paying poll workers a stipend of \$15.00 per election, regardless of the number of training classes the poll worker may attend. The Contracting Officer and the **LPS agree that election workers X will be paid (Hourly rate _____ or ☒ by stipend) / _____ will not be paid for attendance at the election school(s).** Contracting Officer reserves the right to pay poll workers for attending training at the rate set by Tom Green County Commissioner's Court and the LPS shall reimburse Contracting Officer for that expense.

E. Publication/Posting of Election Notice. Except as otherwise provided by law, the following authority shall give notice of an election:

- (1) the county judge of each county wholly or partly in the territory covered by the election, for an election ordered by the governor;
- (2) the presiding officer of the governing body of a political subdivision, for an election ordered by the presiding officer or the governing body; and (3) the authority ordering the election, for an election ordered by any other authority. [TEC Sec. 4.002]

F. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to each presiding judge (or the election worker designated by the presiding judge) for use at the polling location on Election Day (and to the Early Voting clerks during Early Voting) the following consumable election supplies: election kits from third-party vendors or the equivalent (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; tape; markers; paper clips; seals; sample ballots; white envelopes; manila envelopes; thermal paper rolls for use in the Voting Equipment; and all consumable-type office supplies necessary to hold an election. If necessary, the Contracting Officer may purchase additional or make additional copies of election forms, including sample ballots and combination poll lists/signature rosters.

G. Registered Voter List. The Contracting Officer shall obtain from the Voter Registrar, or Voter Registrars, if the territory of the LPS extends into more than one county, a list or lists of registered voters in the LPS territory not covered in the county in which this contract is made and that is required for use on Election Day and for the early voting period required by law, after such lists are requested by the LPS.

H. Election Equipment.

1. The Contracting Officer shall use the voting system currently used by the Contracting Officer for the election. This voting system is variously referred to throughout this contract as "the voting system" or "the voting equipment," and may include the equipment referred to as "DUO(s)", "Controller(s)", "Scanner(s)" and "DUO GO's." The Early Voting locations and the Election Day polling places shall have at least one voting machine that is accessible to disabled voters.

2. The Contracting Officer or her/his designee shall program the ballot for the voting system (as well as for the mail ballots) based on the information provided by the LPS in Exhibit F, including names of the candidates, names of the offices sought, order of names on the ballot, and the English and Spanish translation of the offices and any propositions. The LPS shall reimburse the Contracting Officer for the cost of such programming. The Contracting Officer will provide sufficient time to the LPS to review and approve the ballot before it is finalized provided Exhibit F is received in sufficient time to approve the ballot and meet the deadline for mailing absentee ballots. LPS shall approve the ballot in writing.

3. The Contracting Officer or her/his designee shall prepare the Controllers, Scanners and/or DUOs for Early Voting and for Election Day, including sealing them, and distribute the appropriate voting equipment to the presiding judge (or the election worker designated by her/him) who picks up the election supplies under paragraph F above. The equipment (along with the election supplies, election records, and unused election supplies under paragraph G above) shall be returned to the Contracting Officer at the conclusion of the election by the presiding judge (or the election worker designated by her/him).

4. At her/his option, the Contracting Officer may have the election supplies and voting equipment transported to the Election Day polling locations and picked up at the polling locations after the polls close on Election Night.

5. At his/her option, the Contracting Officer may have election supplies and voting equipment transported to Early Voting Branch Locations, when utilized. Such supplies and equipment will be picked up the day after the end of early voting.

I. Logic and Accuracy Testing. In advance of Early Voting (including the sending out of any mail ballots), the Contracting Officer (along with the tabulation supervisor, the presiding and alternate judges of the central counting station, and two members of the EVBB, if possible) shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Secretary of State. The Contracting Officer shall also cause the publication of any required notice of such testing. The LPS shall reimburse the Contracting Officer for the cost of such testing and notice.

J. Early Voting. In accordance with Sections 31.096 and 31.097(b) of the Texas Election Code, the Contracting Officer shall serve as Early Voting Clerk for the election. The Contracting Officer shall conduct Early Voting at her/his main office. **LPS** ☒ **authorizes** _____ does not authorize Contracting Officer to conduct Early Voting at branch office(s) if required. Said branch office(s) are listed in Exhibit A.

1. The Contracting Officer shall supervise and conduct Early Voting by mail and personal appearance and shall hire the personnel needed to serve as Early Voting deputies at any Early Voting location.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit A, attached hereto and made part of this contract. The Contracting Officer shall ensure that the Early Voting polling locations are set up for early voting and have the necessary tables, chairs, and voting equipment.

3. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her/his deputies. Any requests for early voting ballots to be voted by mail received by the LPS shall be forwarded immediately to the Tom Green County Election Administrator for processing.

4. All Early Voting ballots cast by mail shall be secured and maintained by the Contracting Officer and delivered by her/him or her/his deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the central counting station on Date scheduled by Early Voting Ballot Board Judge.

K. Election Day Polling Locations. The Election Day polling locations are as set forth in Exhibit B. The Contracting Officer shall arrange for the use of the Election Day polling places and shall arrange for the setting up of the polling locations for Election Day, including ensuring that they have the necessary tables, chairs, and voting equipment.

L. Counting the Votes. The Contracting Officer shall count the votes in accordance with Chapter 127 of the Texas Election Code. The Contracting Officer shall serve as the central counting station manager and her/his chief appointed representative shall serve as the tabulation supervisor.

M. Election Reports. The Contracting Officer shall prepare the unofficial tabulation of precinct election results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of early voting results shall be made available to the LPS as soon as they are prepared but no earlier than 7:05 pm or the time by which all polling locations close on Election Day. The unofficial tabulation of Election Day precinct results shall be made available to the LPS as soon as they are prepared.

N. Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code. The Contracting Officer will verify the provisional voting affidavits after the Election so that they may provide factual information on the provisional voter's status. The Contracting Officer will reconvene the EVBB within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB shall review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such shall be counted and to resolve any issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Contracting Officer shall tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS.

O. Custodian of Election Records. After completion of the unofficial tabulation of precinct results, the Contracting Officer shall distribute the election records to the LPS Secretary, except for those records that must be distributed in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots and any backups of electronic systems used and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the electronic equipment.

P. Recount.

1. If required by law, the Contracting Officer shall have performed a partial count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code and a recount in accordance with section 129.001 of the Texas Election Code. The LPS shall reimburse the Contracting Officer for the cost of such count and recount.

2. If a recount is required in accordance with Title 13 of the Texas Election Code, the Contracting Officer shall conduct such recount and the terms of this contract shall govern such recount. The cost of any such recount is not included in the estimate set forth in Exhibit C, which is attached hereto and made a part of this contract.

Q. Precinct Reports to the Texas Secretary of State. The Contracting Officer shall have no responsibility for the filing of precinct reports with the Texas Secretary of State.

II. RESPONSIBILITIES OF THE LPS. The LPS shall assume the following responsibilities:

A. *Adopting a Voting System.* Under Section 123.001 of the Texas Election Code, the LPS must adopt the voting system that will be used in the election.

B. *Establishing a Central Counting Station.* Under Section 127.001 of the Texas Election Code, the LPS must establish a central counting station at the main office of the Contracting Officer for counting the ballots.

C. *Department of Justice Preclearance.* The LPS, in connection with any submissions required for the contracted election, shall prepare, and submit for preclearance to the U.S. Department of Justice any changes to voting practices and procedures affecting their respective elections. Further, the LPS will provide in a prompt manner any reasonable assistance or information requested by the Contracting Officer in connection with submissions made by the Contracting Officer on its behalf to the United States Department of Justice.

D. *Appointment of Presiding Judges and Alternate Judges.* Promptly after receiving the proposed lists of presiding judges and alternate judges from the Contracting Officer, and within such time so as not to impede the orderly conduct of the election, under Sections 32.005, 87.002, and 127.005 of the Texas Election Code, the LPS shall appoint and/or approve/ratify the presiding judges and alternate judges for the Election Day polling locations, the EVBB, and the central counting station from the proposed lists.

The LPS may appoint as presiding judges and alternate judges, persons other than those on the proposed list, but acknowledges that such persons must be willing to take all necessary training with respect to the voting equipment. If from other sources, the LPS shall ensure that the appointees meet, as appropriate, the eligibility requirements in Subchapter C of Chapter 32 and Sections 87.003 and 127.005(b) of the Texas Election Code. Within five days after appointing presiding judges and alternate judges other than those on the list, the LPS shall provide a list of the appointments to the Contracting Officer. The LPS shall be responsible for any additional expenses incurred by using persons appointed via other sources.

E. *Assistance in Providing Bilingual Clerks.* In compliance with Section 272.009 of the Texas Election Code and Section I, B. 2. of this contract, and in the event the Contracting Officer is unable to find enough bilingual volunteers, the LPS shall, at its cost, have available at a central location one election clerk who is fluent in both English and Spanish to provide assistance to Spanish-speaking voters, if the election judges advise the Contracting Officer that they are unable to find bilingual election clerks and the Contracting Officer so advises the LPS. The LPS will make every effort to provide the names and telephone numbers of potential bilingual election clerks to the Contracting Officer.

F. *Appointment of Early Voting Clerk.* The LPS hereby appoints the Contracting Officer to serve as the Early Voting Clerk for the election and authorizes him/her to conduct Early Voting at the main office and at branch locations, if used, listed in Exhibit A.

G. *Appointment of Central Counting Station Manager and Tabulation Supervisor.* The LPS hereby appoints the Contracting Officer to serve as the Central Counting Station Manager and her/his appointee to serve as the tabulation supervisor.

H. *Applications for Mail Ballots.* The LPS shall date stamp and then immediately forward to the Contracting Officer all applications for mail ballots, if any, that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

I. *Election Orders and Canvass.* The LPS shall prepare the election order, election notice, resolutions, official canvass, precinct return, and other pertinent election documents for adoption by the appropriate officer or governing body of the LPS. The LPS is responsible for ensuring that all necessary documents are in both English and Spanish and in compliance with state and federal laws, rules, regulations, and orders.

J. Election Notice. The LPS shall be responsible for posting the notice if required under Section 4.003(b) of the Texas Election Code and shall provide copies of such to the Contracting Officer.

K. Map. If requested by the Contracting Officer, the LPS shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format within such time as to enable the Contracting Officer to ensure that current voter registration lists are prepared in time for the processing of early voting by mail.

L. Ballot Information. By February 27, 2024, the LPS shall provide the Contracting Officer with the office names, including place designations, in English with Spanish translations, the names of the candidates as the names are to appear on the ballot as well as the order in which the names are to appear under each office, and the English and Spanish translations of any propositions that are to appear on the ballot, as well as the order of any such propositions on the ballot. LPS shall provide this information by completing Exhibit F. When necessary, LPS may provide the information by attaching a form with the information which provides the Contracting Officer with the required language and information to program the ballot. The LPS shall promptly review and approve the final ballot for correctness when requested by the Contracting Officer to do so prior to finalization.

M. Promotion and Information About the Election. The LPS assumes the responsibility of providing information about the candidates and propositions, if any, in the election and of promoting the schedules for Early Voting and Election Day. The Contracting Officer shall have no responsibility for this.

N. Recount. If the LPS or its canvassing authority receives a recount petition, it shall immediately notify the Contracting Officer of such recount petition and provide the Contracting Officer with a copy of the petition.

O. Precinct Reports to the Texas Secretary of State. The LPS is responsible for filing all required precinct reports with the Texas Secretary of State.

III. ELECTION WORKERS

A. Number of Election Workers at Election Day Polling Locations. It is agreed by the Contracting Officer and the LPS that there shall be a minimum of three election workers at each Election Day polling location. The workers shall consist of the presiding judge, alternate judge, and one election clerk appointed by the presiding judge. The parties may agree to increase the number of workers if the poll is of a historically high voter turnout or as determined by utilizing the formula prescribed by the Secretary of State (Exhibit G). This must be done no later than the 46th day before the Election.

B. Number of Early Voting Deputies. The Contracting Officer may appoint the appropriate number of deputies to work any Early Voting location.

C. Number of EVBB Members. It is agreed by the Contracting Officer and the LPS that the EVBB shall consist of three to five members: a presiding judge and two or four clerks appointed by the presiding judge and/or the Contracting Officer.

D. Presiding Judge of the Central Counting Station. It is agreed by the Contracting Officer and the LPS that there shall be a presiding judge and an alternate judge appointed for the central counting station.

E. Compensation to be Paid to Presiding Judges, Alternate Judges, and Election Clerks. The Contracting Officer and the LPS agree that the presiding judges, alternate judges, election clerks, and early voting deputies shall be paid for the hours actually worked at the polling location or at the central counting station in the case of the EVBB and the presiding judge, alternate judge, and clerks of the central counting station. Rate of pay will be the rate set by the Commissioner's Court. Unless otherwise stated, Contracting Officer shall be responsible for disbursing checks for payment to election personnel. LPS shall reimburse Contracting Officer for the costs incurred.

F. *Delivery Fee.* The election worker who picks up the election supplies and voting equipment the day before the election and who returns them after the polls close on Election Day will be paid a delivery fee of \$ 25.00 or as prescribed. This fee may be split in the event that a different election worker picks up the election supplies and voting equipment than returns them or if two people return the supplies. In the event that the Contracting Officer and her/his staff delivers and sets up the election supplies and voting equipment to the polling location, and an election worker returns them, said election worker will be entitled to only one-half of the delivery fee. In the event that the Contracting Officer and her/his staff deliver, set up, breakdown, and pickup from the polling location all of the election supplies and voting equipment, no delivery fee will be paid to the election workers. LPS is subject to a delivery fee for any delivery to the polls by the Contracting Officer and her/his staff.

G. *Pickup of the Election Supplies and Voting Equipment.* In the event the Contracting Officer does not deliver the election supplies and voting equipment to the polling location, the Contracting Officer shall have the election supplies and the voting equipment ready to be picked up by the presiding judge, or the designee of the presiding judge, at 113 W. Beauregard, San Angelo, Tom Green County, Texas dock area on May 3, 2024, during the hours designated by the Contracting Officer. Contracting Officer shall notify the presiding judge of the time supplies will be ready.

H. *Election Schools.* All election workers will attend one or more election schools, as required by the Contracting Officer, on the operation of the voting system, the qualifying of voters, provisional voting, maintaining order in the polling place, and completing the paperwork required in an election. If an election worker declines to attend such election school(s), the Contracting Officer may replace that worker with another one, subject to the approval of the LPS, unless Section 32.007 of the Texas Election Code applies. Should an election worker be appointed under Section 32.007, every effort will be made by Contracting Officer to work with said election worker to inform him/her of any information they will need in order to work in said election. Contracting Officer reserves the right to reduce the rate of pay, at a rate of \$.50 per hour, of any poll worker who does not attend any training for an election.

IV. PAYMENT

A. *Reimbursable Costs and Expenses.* In accordance with Section 31.100(b) of the Texas Election Code, the LPS shall pay the Contracting Officer for the actual expenses she/he incurs directly attributable to the election, including without limitation, the following: supply costs, newspaper notice publication expenses, wages, salaries and benefits of Early Voting deputies, wages, salaries and benefits of Election Day polling place workers, wages, salaries and benefits of members of the EVBB, wages, salaries and benefits of Central Counting Station presiding and alternate judge and clerks, the cost of the hours spent programming the ballot and the cost of preparing and conducting the Logic and Accuracy (L&A) Testing, a "per election" user fee (per attached Exhibit D) for each DUO, Scanner and Controller placed in service at each Election Day polling location and Early Voting polling location, a "per election" user fee (per attached Exhibit E) for each Early Voting Ballot Carrier and Election Supply Carrier, a "per election" user fee (per attached Exhibit E) for each Laptop with attachments, the cost of transportation of the voting equipment to the polling location(s) (Election Day and Early Voting) and from the polling location(s) to the Central Counting Station, and the cost of Election Day technical support, tabulation, and production of unofficial reports.

B. *Administrative Fee.* In accordance with Section 31.100(d) of the Texas Election Code, the LPS shall pay the Contracting Officer an administrative fee in the amount of 10% of the total cost of the contract (but not less than \$150.00) to cover the services performed by the Contracting Officer and her/his staff.

C. *Billing.*

1. As soon as reasonably possible after the election, the Contracting Officer will submit an itemized invoice to the LPS for (1) actual costs and expenses directly attributable to the coordination, supervision, and conducting of the election and incurred or promised on behalf of the LPS by the Contracting Officer, and (2) the Contracting Officer's administrative fee under Section 31.100(d) of the Texas Election Code. Costs and expenses for which reimbursement is sought shall be supported by appropriate documentation.

2. To the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, L&A Testing of the voting equipment and programming, wages, salaries and benefits of election workers, and the Contracting Officer's office Election Day Support, such costs shall be divided equally among the local political subdivisions using a common polling location.

D. Deposit. LPS shall pay for services, expenses, and supplies in accordance with the cost estimate, as submitted by Contracting Officer. Half of this total cost estimate is due and payable to Tom Green County, as a deposit, **by 4/3/2024** or within 30 days prior to the election. It is understood and agreed that the final bill may be more or less than this estimate and shall be based on actual cost of supplies, expenses and contract personnel in accordance with Texas Election Code. Payment shall be sent to Contracting Officer for proper processing. Upon receipt of payment and processing, a receipt shall be mailed to LPS.

E. Payment. The LPS will make every effort to pay Contracting Officer within thirty (30) days from the receipt of invoice of actual cost of supplies, expenses, and contract personnel in accordance with the Texas Election Code. If the LPS disputes any portion of the invoice, the LPS shall notify the Contracting Officer within such 30-day period, or the invoice will be deemed to be a true and accurate rendering of the amount due. Payment shall be sent to Contracting Officer for proper processing. Upon receipt of payment and processing, a receipt shall be mailed to LPS.

F. Estimated Cost of Services. A cost estimate for election expenses is set forth in Exhibit C, attached hereto and made part of this contract. The Contracting Officer agrees to advise the LPS if it becomes apparent that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses as set forth in Exhibit C.

V. GENERAL PROVISIONS

A. Nontransferable Functions. Nothing in this contract shall authorize or permit a change in these nontransferable functions as outlined in Section 31.096:

- (1) the authority with whom applications of candidates for a place on a ballot are filed;
- (2) the authority with whom documents are filed under Title 15; or
- (3) the political subdivision's requirement to maintain office hours under Section 31.122.

B. Joint Election.

1. The parties acknowledge that the following other local political subdivisions located wholly or partly within Tom Green County will be holding an election at the same time as the LPS on **May 4, 2024**, unless one or more of such local political subdivisions cancels its election in accordance with Section 2 of the Texas Election Code.

2. The LPS does hereby agree to hold a joint election under Section 271.002 of the Texas Election Code with the other local political subdivision(s) that is (are) also holding an election on November 7, 2023 in all or part of the same territory.

Name:

Tom Green County Tax Appraisal District
Christoval Independent School District
Veribest Independent School District
Wall Independent School District

3. In the event of such a joint election, the LPS does hereby agree to share equally in the expense of the compensation of election workers and early voting deputies at such joint election locations,

the cost of the voting equipment at such joint locations, and the cost of any other election services in connection with such joint election locations (such as the programming, logic and accuracy testing, and Election Day support from the Contracting Officer's office) that cannot be readily attributable to just one local political subdivision.

4. The parties also acknowledge, and the LPS does hereby give its consent, that:

Name:

Tom Green County Tax Appraisal District

Christoval Independent School District

Veribest Independent School District

Wall Independent School District

may have candidates and/or propositions appearing on the same ballot with those of the LPS. They also acknowledge, and the LPS does hereby give its consent, that the entities may use one or more of the same early voting locations and the services of the early voting deputies there and one or more of the same Election Day polling locations and the services of the election workers there. The Contracting Officer agrees that she/he will charge only once for the compensation paid to the election workers and early voting deputies and the use of voting equipment at a shared polling location and divide the charges equally among the local political subdivisions using the same Early Voting or Election Day polling location.

C. Cancellation of Election. If the LPS cancels its election pursuant to Section 2 of the Texas Election Code, the Contracting Officer shall only be entitled to receive (1) the actual expenses incurred by the Contracting Officer before the date of cancellation in connection with the election, and (2) an administrative fee of \$150.00. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **SECTION IV** as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **SECTION IV**. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the LPS authorizes such major costs in advance in writing. The LPS acknowledges that one or more of the other local political subdivisions in Tom Green County, Texas with which it intended to conduct a joint election or share election costs may cancel its election in accordance with Section 2 of the Texas Election Code. In such event, the LPS shall remain responsible either for the full cost of the election or for a greater percentage of the cost than it anticipated, in accordance with **SECTION IV, A**.

OPT OUT PROVISION:

In the event of a natural disaster, executive orders, or proclamations by the U.S. President, Governor and/or local authorities, either contracting entity has the right to postpone or cancel this contract. Per Section C, costs that have been incurred by the contracting officer will be applied to the LPS in the event of cancellation. If LPS postpones election, Section C with regard to costs incurred, such costs will be applied to the future election costs.

D. Contract Copies to Treasurer and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Tom Green County, Texas and the County Auditor of Tom Green County, Texas.

E. Chargeable Election Expenses. In accordance with Section 31.100 of the Texas Election Code, only the actual expenses directly attributable to the contract may be charged, including Contracting Officer's administrative fee.

F. Representatives. For purposes of implementing this contract and coordinating activities hereunder, the Contracting Officer and the LPS designate the following individuals, and whenever the contract requires submission of information or documents or notice to the Contracting Officer or the LPS, respectively, submission or notice shall be to these individuals:

For the Contracting Officer:

Vona Hudson

Election Administrator
Office of Elections
113 W. Beauregard, Elections
San Angelo, Texas 76903
Tel: 325-659-6541
Fax: 325-657-9226
Email: vona.hudson@co.tom-green.tx.us or elections@co.tom-green.tx.us

For the LPS:

Heather Stastny
City Clerk
City of San Angelo
72 W. College Avenue
San Angelo, TX 76903
Tel: 325-657-4405
Email: heather.stastny@cosatx.us

G. Assumption of Risk, Waiver and Release:

 x (LPS) hereby accepts and assumes all risk and responsibility and further agrees to waive, release, discharge, and covenant not to sue Contracting Officer and Tom Green County for any and all claims, losses, damages, causes of action, suits, and liability of every kind for personal injury, death, or property damage which Contracting Officer or Tom Green County may sustain while engaging in any activity upon or connected with this Contract. It is the agreement and the express intention of the parties hereto, being Contracting Officer, Tom Green County and x (LPS), that this assumption of risk, waiver and release is intended to protect Contracting Officer and Tom Green County from the consequences of Contracting Officer's own negligence (whether ordinary or gross), or other legal responsibility, whether such is the sole, or a concurring cause, of the injury, death or damages. For the purpose of this clause, "Contracting Officer" is defined to include Vona Hudson, Contracting Officer's employees, officers, contractors, subcontractors, representatives, agents, legal representatives, successors, and assigns.

H. Indemnification Clause:

 x (LPS) shall protect, defend, indemnify and hold harmless Vona Hudson, the Election Administrator of Tom Green County, Texas, and Tom Green County, its officers, elected officials, agents, representatives, and employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person or persons or property arising out of, or occasioned by the negligent acts (whether ordinary or gross) or legal responsibility, whether such is the sole, or a concurring cause, of Tom Green County and Vona Hudson, the Election Administrator of Tom Green County, Texas, or her officers, agents, representatives, employees, successors or assigns in the execution or the performance of this contract.

I. Venue. This contract is performable in Tom Green County, Texas. Venue is in Tom Green County, Texas.

J. Not a Joint Enterprise. This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The Parties do not have an equal or mutual right of control.

K. Sovereign Immunity. By entering into this Agreement, no Party waives sovereign immunity defenses or any other limitation of liability. No provision of this Agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

L. Status of Employees. Each Party shall retain supervision and control of its own employees at all times while performing this Agreement and no employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other reason. The LPS Parties each agree that all persons employed by it to furnish services hereunder are employees, agents, or representatives of the respective LPS Party and not of the County, and the County agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of the County and not of the respective LPS parties. Such employees, agents, or representatives of any one entity to this Agreement are not entitled to benefits conferred on any other entity's employees.

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

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

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

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

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____.

By:

Vona Hudson
Elections Administrator
Tom Green County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____.

By:

Daniel Valenzuela
City Manager
City of San Angelo

Its Duly Authorized Representative

Attest:

Heather Stastny, City Clerk

Exhibit A

**ELECTION
(City of San Angelo)
May 4, 2024**

Tom Green County, Texas

Early Voting Locations and Hours

Polling Place			Address			City/State	
Main Location (Building Name) Edd B. and Frances Frink Keyes			Street Address 113 W. Beauregard Election Office			San Angelo, Texas	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	4/22/24 8 am – 5 pm	4/23/24 8 am – 5 pm	4/24/24 8 am – 5 pm	4/25/24 8 am – 5 pm	4/26/24 8 am – 5 pm		
	4/29/24 7 am – 7 pm	4/30/24 7 am – 7 pm					

Exhibit B

General Election

Election Day Polling Locations

(May 4, 2024)

TOM GREEN County, Texas

Angelo Bible Church	3506 Sherwood Way	Lobby
Belmore Baptist Church	1214 South Bell	Fellowship Hall
Calvary Baptist Church	2401 Armstrong St.	Fellowship Center
	20022 Main, Christoval, TX	
Christoval Community Center	76935	Multi-Purpose Room
Concho Valley Transit District (Bus Depot)	506 N. Chadbourne	Annex Building
SAF San Angelo First	1442 Edmund Blvd.	Fellowship Hall
Grape Creek Community Center	8207 US Hwy 87 N	Gene Marsh Board Room
Keating Paint and Body	5050 N. Chadbourne	Reception Area
Paulann Baptist Church	2531 Smith Blvd.	The Chapel
Oak Grove Senior Apartments	4375 Oak Grove Blvd.	Multi-Purpose Room
Southgate Church of Christ	528 Country Club Road	Fellowship Hall
Southside Recreation Center	2750 Ben Ficklin Rd.	Multi-Purpose Room
St. Ambrose Catholic Church	8602 Loop 570	Fellowship Hall
MHMR Services of the Concho Valley, Admin. Bldg.	1501 W. Beauregard	Jack Ray Room
	50 FM 2334, Veribest, TX	
Veribest Baptist Church	76886	Fellowship Hall
Wesley Trinity United Methodist Church	301 West 18 th St.	Fellowship Hall
	4502 Knickerbocker Rd.	
TxDOT	Bldg. E	Training Room
St. Mark Presbyterian Church	2506 Johnson Ave.	Fellowship Hall

List as of January 18, 2023

EXHIBIT C
ESTIMATED ELECTION EXPENSES FOR May 4, 2024
City of San Angelo
(LPS NAME)
Tom Green COUNTY, TX

B1	Ballot printing	1500.00
B2	Programming	
	Contests	5
	Contest cost	300.00
	Recording/predefining/prep (outside)	0.00
B3	LA Testing Advertisement	84.00
B4	Tech Support	84.00
B5	Election Kits	199.50
B6	County Owned Equipment	2575.44
B7	Non co. owned equipment	
B8	Voting Equipment Transportation	
	Co. Van 2 days	53.55
	Day rate \$85, Hr rate 10.625	
	Truck and trailer 32 hours (2 crews)	78.75
	Day rate \$125, Hr rate 15.625	
	Dock	
	(included in payroll)	
B9	Polling place rental	0.00
B10	Precinct workers	5797.68
B11	Delivery fee	782.25
B12	Central Count Manager	83.16
B13	Tabulation Supervisor	41.58
B14	Assistant Tabulation Supervisor	30.24
B15	CCS Judges and Clerks	201.60
B16	EVBB	168.00
B17	LVBB	63.00
B18	Supplies	0.00
B19	Communication	102.90
	Laptops & WiFi	
B20	Postage	20.75
B22	Security	0.00
B23	Misc	84.00
	Technician mileage	
	subtotal	12250.40
	Contract Admin Fee	1225.04
		13475.44

To be split between contracting entities

EXHIBIT D

EQUIPMENT RENTAL RATES **as prescribed by** **TOM GREEN COUNTY COMMISSIONER'S COURT** **Effective 03/26/2019**

Touch	\$32.00 Each	Min. 1	
Touch with Access	\$35.00 Each	Min. 1	Now known as DUO
Scan	\$57.00 Each	Min. 1	
Controller with auto Ballot	\$32.00 Each	Min. 1	
vDrives	\$ 1.00 Each	Min. 2	
Battery Packs	\$ 1.00 Each	Min. 2	

Tom Green County Commissioner's Court approved rental rates for electronic voting equipment. Please note that the rates are a "per day" rate but the rate applies to actual day of use only, not if the equipment is delivered early or picked up late.

Please keep in mind that the Texas Election Code provides for exceptions to certain subdivisions regarding electronic accessibility units. Details may be found under section 61.012 & 61.013.

KIOSK RENTAL RATES **as prescribed by** **TOM GREEN COUNTY COMMISSIONER'S COURT** **Effective 04/30/2019**

Kiosks	\$6.75 each	Min. 5	Max. 10
Election Day Kiosks	\$6.75 each	Min. 0	Max. 30

EXHIBIT E

EQUIPMENT RENTAL RATES
as prescribed by
TOM GREEN COUNTY COMMISSIONER'S COURT
Effective 07/21/09

Early Voting

Ballot Carrier	\$7.00 Each	Min. 1	Max. 5
Election Supply Carrier	\$4.75 Each	Min. 1	Max. 4
Laptops with attachments	\$3.75 each	Min. 5	Max. 10

Election Day

Laptops with attachments	\$3.75 each	Min. 0	Max. 30
--------------------------	-------------	--------	---------

Tom Green County Commissioner's Court approved these additional rental rates for equipment. Please note that the rates are a "per day" rate but the rate applies to actual day of use only, not if the equipment is delivered early or picked up late.

Election Office Van

(For delivery and pickup) \$85.00/day

Tom Green County Commissioners Court
Effective October 26th, 2010

Moved to authorize the election office to charge a fee of \$45.00 to utilize the use of the County "trailer" (in addition to the \$85.00 for use of the van) when moving voting equipment by county trustees, deputy and one election staff.

**Tom Green County
Commissioners Court Room
Edd B. & Frances Frink Keyes Building
113 W. Beauregard
San Angelo, Texas 76903
June 20th, 2017**

Moved to set a flat rate fee of \$130 for voting equipment delivery by county trustees and deputies, as presented. Approved.

POLL WORKER SALARY RATES
as prescribed by
TOM GREEN COUNTY COMMISSIONER'S COURT
Effective 01/21/20

Moved to approve the \$10.00 pay rate for judges and \$9.00 pay rate for alternate judges and the Election clerks in future elections, as presented.

EXHIBIT F
Ballot Language as provided by LPS
Effective _____

Date Submitted: _____ Submitted by: _____ Date Received: _____

Entity Name – English _____
Entity Name – Spanish _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Number of votes per race: _____

(For example, if conducting a race for School Board Trustee positions, will voter be able to choose more than one candidate? If yes, how many may an individual voter choose?)

Proposition/Referendum

Letter _____

Language – English _____

Language – Spanish _____

Exhibit F Continued – Examples

This list does not contain every possible option and may be revised at any time necessary.

City of San Angelo
Ciudad de San Angelo

Mayor
Alcalde

City Council Member, Single Member District ____
Concejal del Distrito de Miembro Unico ____

Chief of Police
Jefe de Policia

City Charter Proposition
Proposicións de Estatutos de la Ciudad

San Angelo Independent School District
Distrito Independiente Escolar de San Angelo

Board of Trustees, At Large
Junta de Regentes, En General

Board of Trustees, Single Member, District ____
Junta de Regentes, Consejo de Distrito Núm. ____

Christoval Independent School District
Distrito Escolar Independiente de Christoval

Grape Creek Independent School District
Distrito Escolar Independiente de Grape Creek

Miles Independent School District
Distrito Escolar Independiente de Miles

Veribest Independent School District
Distrito Escolar Independiente de Veribest

Wall Independent School District
Distrito Escolar Independiente de Wall

Water Valley Independent School District
Distrito Escolar Independiente de Water Valley

Trustee
Regente

Tax Rate Roll Back Election
Reducción de Presios de Imposición

Constitutional Amendment
Enmienda Constitutional

Proposition Number ____ (indicate if spelled out or abbreviated)
Proposición Número ____

Referendum No. ____ (indicate if spelled out or abbreviated)
Referéndum, Núm. ____

For
A Favor

Against
En Contra

Yes
Si

No
No

Write-in
Por escrito

Vote for One
Vote por uno

Vote for none, one or two
Vote por ninguno, uno o dos

Vote for none, one, two, or three
Vote por ninguno, uno, dos o tres

Straight Party
Partido Unico

Democratic
Democratico

Republican
Republicano

Libertarian
Libertariano

President/Vice-President
Presidente/Vice-Presidente

U.S. Senator
Senador de los Estados Unidos

U.S. Representative, District ____
Representante de los Estados Unidos, Distrito Núm ____

Governor
Gobernador

Lieutenant Governor
Gobernador Teniente

Attorney General
Procurador General

Comptroller of Public Accounts
Contralor de Cuentas Publicas

Commissioner of the General Land Office
Comisionado de la Oficiana General de Tierras

Commissioner of Agriculture
Comisionado de Agricultura

Railroad Commissioner
Comisionado de Ferrocarriles

Chief Justice, Supreme Court

Juez Presidente, Corte Suprema

Justice, Supreme Court, Place ____
Juez, Corte Suprema, Lugar Núm ____

Judge, Court of Criminal Appeals, Place ____
Juez, Corte de Apelaciones Criminales, Lugar Núm. ____

State Senator, District ____
Senador Estatal, Distrito Núm. ____

State Representative, District ____
Representante Estatal, Distrito Núm. ____

Chief Justice, 3rd Court of Appeals
Juez Presidente, Corte de Apelaciones, Distrito Núm. ____

District Judge, ____ Judicial District
Juez del Distrito, Distrito Judicial Núm. ____

District Attorney, ____ Judicial District
Procurador del Distrito, Distrito Judicial Núm. ____

County Attorney
Fiscal del Condado

Sheriff
Sherife

County Judge
Juez del Condado

County Court-At-Law
Juez, Corde de Ley del Condado

District Clerk
Secretario del Distrito

County Clerk
Secretario del Condado

County Treasurer
Tesorero del Condado

County Tax Assessor-Collector
Asesor-Colector de Impuestos del Condado

County Commissioner, Precinct ____
Comisionado del Condado, Precinto Núm. ____

Justice of the Peace, Precinct ____
Juez de Paz, Precinto Núm. ____

Constable, Precinct ____
Condestable, Precincto Núm. ____

County Chairman
Presidente del Condado

Unexpired Term
Duracion Restante del Cargo

EXHIBIT G
Recommended number of poll workers and equipment
As recommended by Secretary of State

Number of Election Workers Per Voting Precinct (Includes one judge and one alternate judge who serves as a clerk)		
Estimated Turnout Per Polling Location	Paper Ballot/Optical Scan (primary voting method)	Electronic Voting System (primary voting method)
200 or fewer	3	3
201 - 400	5	4
401 - 700	6	5
701 - 1,100	8	6
1,101 or more	12	8

Number of Direct Record Electronic (DRE) Units, and/or Precinct Ballot Counters		
Estimated Voter Turnout Per Voting Precinct	DRE Units	Precinct Ballot Counters
300 or fewer	2	1
301 - 450	3	1
451 - 600	4	1
601 - 900	6	1
For each additional: 300 voters	2	0

Exhibit H

Election Day Vote Centers	Judges	Alternate Judges
Angelo Bible Church	Sandi Smith	Yolanda Lozano
Belmore Baptist Church		Linda White
Calvary Baptist Church	Jeannine Rundell	Sherley Spears
Christoval Community Center	Martin Cortez	Jerry Montalvo
Concho Valley Transit District, Bus Depot	Lyleann McClellan Thee	Matthew Leal
SAF First Assembly of God	James Zabecki	
Grape Creek Community Center	Sylvia Garcia	Gena Franks
Keating Paint & Body	Lessee Pickard	Nancy Holcomb
Paulann Baptist Church	Anna Bartosh	Kat Lucas
Oak Grove Senior Apartments	JoAnn Turner	Stella Soto Lasswell
Southgate Church of Christ	Lisa White	Nancy Holcomb
Southside Recreation Center	Adam Hernandez	
St. Ambrose Catholic Church		Brad Baker
MHMR of the Concho Valley, Admin, Bldg.	Becky Long	Holly Griffith
Veribest Baptist Church	Rhonda Reed	Mary Carnes
Wesley Trinity United Methodist Church	Delfina Leal	Ida Montez
TXDOT	Clarence Griffin	Genis Nelson
St. Mark Presbyterian Church		Michael LePak

Early Voting Ballot Board		W A Busbee
Central Counting Manager	Vona Hudson	
Central Counting	Carl Zabecki	Lisa Olivas Chaumont
Tabulation Supervisor		

Tentative List as of January 23, 2024

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD IN SAID CITY ON THE 4TH DAY OF MAY 2024, FOR THE PURPOSE OF ELECTING A POLICE CHIEF FOR A THREE YEAR TERM; DESIGNATING LOCATIONS OF POLLING PLACES; PROVIDING FOR DATES, TIMES AND PLACE FOR EARLY VOTING BY PERSONAL APPEARANCE; AUTHORIZING A JOINT ELECTION WITH SUCH OTHER LOCAL POLITICAL SUBDIVISIONS THAT JOIN IN A JOINT ELECTION INTERLOCAL AGREEMENT WITH THE COUNTY AND CITY; MAKING PROVISIONS FOR A RUNOFF ELECTION; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISIONS INCIDENTAL AND RELATED TO THE PURPOSE OF THIS RESOLUTION; ORDERING PUBLICATION; PROVIDING FOR SERVABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council pursuant to provisions of the Texas State Constitution, Texas Election Code and Home Rule Charter has determined to call a general election for the purpose of electing a Police Chief by the qualified voters of the City of San Angelo entitled to vote for said officer; and

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

WHEREAS, Tom Green County Election Administration and the City entered into an Interlocal Agreement effective January 1, 2023, and automatically renewing annually through December 31, 2032, stipulating for election services to be provided by Tom Green County election Administration in anticipation of holding elections from and after May 2023 through November 2032; and

WHEREAS, the election on May 4, 2024, will be held jointly with local political subdivisions that opt to enter into an agreement for election services with the county as authorized under Section 271.002 of the Texas Election Code; and

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

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

Section 1: The recitals stated in the preamble hereof are found to be true and correct and are adopted as a part of this resolution.

Section 2: The City Council hereby orders a General Election to be held on the 4th day of May 2024, being the next uniform election date, which is not less than seventy-eight (78) days from the date of this resolution, for the purpose of electing a Police Chief to serve a three-year term.

Section 3: The general election ordered to be held on Saturday, May 4, 2024, shall be held jointly with such school districts or other local political subdivisions that opt to enter into an agreement for election services as authorized under Section 271.002 of the Texas Election Code.

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

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

Section 6: Early Voting by personal appearance shall be conducted at the Edd B. and Frances Frink Keyes Building in the Elections Office on the First Floor during the following days/times:

April 22 - April 26, 2024 from 8:00 A.M. to 5:00 P.M.

April 29 - April 30, 2024 from 7:00 A.M. to 7:00 P.M.

The City will utilize multiple early voting branch locations adopted by Resolution and designated by TGC as outlined in the Election Code Section 42.002 entitled "required Use of County Precincts" when needed. The May 4, 2024, election does not meet the outlined requirements for county precincts.

Application for ballot by mail shall be mailed to:

City Clerk, City of San Angelo
c/o Vona Hudson, Tom Green County Elections Administrator
Edd B. & Frances Frink Keyes Building
113 W. Beauregard Ave.
San Angelo, Texas 76903
Tel: 325-659-6541
Email: elections@co.tom-green.tx.us
Website: <https://www.tomgreencountytx.gov/page/electionsHome>

Applications for ballot by mail must be received no later than the close of business on Tuesday, April 23, 2024.

Federal Post Card Applications (FPCAs) must be received no later than the close of business on Tuesday, April 23, 2024.

Section 7: The Election Day polling places where qualified voters shall cast ballots will be at the locations designated by Tom Green County pursuant to Texas Election Code Section 42.002 set forth in **Exhibit "A"**, attached hereto and adopted as part of this Resolution.

Section 8: The City of San Angelo authorized the Tom Green County Elections Administrator, as the Contracting Officer, to make any necessary changes to election judges and/or polling locations without further action by City Council or approval by the City of San Angelo, to include the selection of additional people/places, or changes to existing people/places, or moving the election judges/alternates from one location to another.

Section 9: Said election shall be conducted using the voting systems adopted by TGC under Section 123.001b3B of the Texas Election Code with the same terms approved by the County and the results canvassed and announced as prescribed by the Texas Election Code, as amended and only duly qualified electors shall be qualified to vote.

Section 10: The City Clerk is directed and required to publish a notice of said elections as required by law.

Section 11: The terms and provisions of this Resolution shall be deemed to be severable in that if any portion of this Resolution shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Resolution.

Section 12: It is officially determined and declared that the meeting at which this Resolution was adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given as required by Chapter 551, as amended, of the Texas Government Code.

Section 13: The City Manager is hereby authorized to execute any documents necessary to hold an election on May 4, 2024, including but not limited to, a contract with the county, and any related documents with other entities holding an election with TGC on the same day.

Section 14: This Resolution shall be effective from and after the date of its adoption.

ADOPTED this 6th day of February 2024.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

RESOLUCIÓN

UNA RESOLUCIÓN DEL CONCEJO MUNICIPAL DE LA CIUDAD DE SAN ANGELO, TEJAS, ORDENANDO LA CELEBRACIÓN DE ELECCIONES GENERALES EN DICHA CIUDAD EL DÍA 4 DE MAYO DE 2024, CON EL PROPÓSITO DE ELEGIR UN JEFE DE POLICÍA POR UN PERÍODO DE TRES AÑOS; DESIGNAR LOS LUGARES DE VOTACIÓN; ESTABLECER FECHAS, HORAS Y LUGARES PARA LA VOTACIÓN ANTICIPADA POR COMPARECENCIA PERSONAL; AUTORIZAR UNA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS LOCALES QUE SE UNAN EN UN ACUERDO INTERLOCAL DE ELECCIÓN CONJUNTA CON EL CONDADO Y LA CIUDAD; ESTABLECER DISPOSICIONES PARA UNA SEGUNDA VUELTA ELECTORAL; TOMAR DISPOSICIONES PARA LA REALIZACIÓN DE LA ELECCIÓN Y OTRAS DISPOSICIONES INCIDENTALES Y RELACIONADAS CON EL PROPÓSITO DE ESTA RESOLUCIÓN; ORDENAR LA PUBLICACIÓN; PROPORCIONAR SERVICIOS DE CALIDAD; Y ESTABLECER UNA FECHA DE ENTRADA EN VIGOR

CONSIDERANDO QUE, el Concejo Municipal, de conformidad con las disposiciones de la Constitución del Estado de Texas, el Código Electoral de Texas y la Carta de Autonomía, ha determinado convocar a una elección general con el propósito de elegir a un Jefe de Policía por parte de los votantes calificados de la Ciudad de San Angelo con derecho a votar por dicho oficial; y

CONSIDERANDO QUE, si cualquier candidato a un cargo en la elección municipal general no recibe la mayoría de todos los votos emitidos para dicho cargo, entonces, en ese caso, será deber del Concejo Municipal ordenar una segunda vuelta electoral para cada puesto para el cual nadie recibió la mayoría de todos los votos emitidos para dicho cargo como lo requiere la Sección 45 de la Carta Constitucional de la Ciudad y la ley estatal; y

CONSIDERANDO QUE, la Administración Electoral del Condado de Tom Green y la Ciudad celebraron un Acuerdo Interlocal a partir del 1 de enero de 2023 y que se renueva automáticamente anualmente hasta el 31 de diciembre de 2032, estipulando que los servicios electorales serán proporcionados por la Administración Electoral del Condado de Tom Green en previsión de la celebración de elecciones desde mayo de 2023 hasta noviembre de 2032; y

CONSIDERANDO QUE, la elección del 4 de mayo de 2024 se llevará a cabo conjuntamente con las subdivisiones políticas locales que opten por celebrar un acuerdo de servicios electorales con el condado según lo autorizado por la Sección 271.002 del Código Electoral de Texas; y

CONSIDERANDO QUE, la reunión en la que se consideró esta resolución estuvo abierta al público como lo exige la ley, y se dio aviso público de la hora, el lugar y el propósito de dicha reunión según lo exige el Título 5, Capítulo 551, Código de Gobierno de Texas.

AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE SAN ANGELO, TEJAS RESUELVE QUE:

Sección 1: Los recitales que figuran en el preámbulo de la presente se consideran verdaderos y correctos y se adoptan como parte de la presente resolución.

Sección 2: El Concejo Municipal ordena por la presente una Elección General que se llevará a cabo el día 4 de mayo de 2024, siendo la próxima fecha de elección uniforme, que no es menos de setenta y ocho (78) días a partir de la fecha de esta resolución, con el propósito de elegir a un Jefe de Policía para servir un período de tres años.

Sección 3: Las elecciones generales ordenadas para el sábado 4 de mayo de 2024 se llevarán a cabo conjuntamente con los distritos escolares u otras subdivisiones políticas locales que opten por celebrar un acuerdo para los servicios electorales según lo autorizado por la Sección 271.002 del Código Electoral de Texas.

Sección 4: En el caso de que en la elección general aquí ordenada, ningún candidato reciba la mayoría de todos los votos emitidos para dicho cargo, y el Concejo Municipal convoque a una segunda vuelta para cada uno de esos puestos, se llevará a cabo una elección de segunda vuelta de conformidad con la Sección 45 de la Carta Constitucional de la Ciudad de San Angelo y la ley estatal, que no será anterior al día 20 ni posterior al día 45 después de la fecha en que se complete el escrutinio final de la elección principal.

Sección 5: Las boletas oficiales para dicha elección se ajustarán al Código Electoral de Tejas, según enmendado, para permitir que los electores voten por el candidato de su elección, y la boleta oficial contendrá otras disposiciones, marcas y lenguaje según lo exija la ley.

Sección 6: La Votación Anticipada por comparecencia personal se llevará a cabo en el Edificio Edd B. y Frances Frink Keyes en la Oficina de Elecciones en el Primer Piso durante los siguientes días/horarios:

Del 22 al 26 de abril de 2024 de 8:00 a.m. a 5:00 p.m.

Del 29 de abril al 30 de abril de 2024 de 7:00 a.m. a 7:00 p.m.

La Ciudad utilizará múltiples ubicaciones de sucursales de votación anticipada adoptadas por Resolución y designadas por el Condado de Tom Green como se describe en la Sección 42.002 del Código Electoral titulada "Uso requerido de los Precintos del Condado" cuando sea necesario. La elección del 4 de mayo de 2024 no cumple con los requisitos descritos para los precintos del condado.

La solicitud de boleta por correo se enviará por correo a:

Secretaria de la Ciudad, Ciudad de San Angelo
c/o Vona Hudson, Administradora de Elecciones del Condado de Tom Green
Edd B. y Frances Frink Keyes Building
113 W. Beauregard Ave.
San Angelo, Texas 76903
Tel: 325-659-6541
Correo electrónico: elections@co.tom-green.tx.us
Sitio web: <https://www.tomgreencountytx.gov/page/electionsHome>

Las solicitudes de boleta por correo deben recibirse a más tardar al cierre de operaciones el martes 23 de abril de 2024.

Las solicitudes federales de tarjetas postales (FPCA) deben recibirse a más tardar al cierre de operaciones del martes 23 de abril de 2024.

Sección 7: Los lugares de votación del Día de las Elecciones donde los votantes calificados emitirán su voto estarán en los lugares designados por el Condado de Tom Green de conformidad con la Sección 42.002 del Código Electoral de Tejas establecida en el Anexo "A", adjunto al presente y adoptado como parte de esta Resolución.

Sección 8: La Ciudad de San Angelo autoriza la Administradora de Elecciones del Condado de Tom Green, como Oficial de Contratación, a realizar los cambios necesarios a los jueces electorales y/o lugares de votación sin ninguna acción adicional por parte del Concejo Municipal o la aprobación de la Ciudad de San Angelo, para incluir la selección de personas/lugares adicionales, o cambios en las personas/lugares existentes, o trasladar a los jueces/suplentes electorales de un lugar a otro.

Sección 9: Dicha elección se llevará a cabo utilizando los sistemas de votación adoptados por el Condado de Tom Green bajo la Sección 123.001b3B del Código Electoral de Tejas con los mismos términos aprobados por el Condado de Tom Green y los resultados escrutados y anunciados según lo prescrito por el Código Electoral de Tejas, según enmendado y solo los electores debidamente calificados estarán calificados para votar.

Sección 10: La Secretaria de la Ciudad está dirigida y obligada a publicar un aviso de dichas elecciones según lo exija la ley.

Sección 11: Los términos y disposiciones de esta Resolución se considerarán separables en el sentido de que si alguna parte de esta Resolución es declarada inválida, la misma no afectaría la validez de las demás disposiciones de esta Resolución.

Sección 12: Se determina y declara oficialmente que la reunión en la que se adoptó esta Resolución estuvo abierta al público y el aviso público del tiempo, lugar y tema de los asuntos públicos que se considerarían en dicha reunión, incluida esta Resolución, se dio según lo requerido por el Capítulo 551, según enmendado, del Código de Gobierno de Tejas.

Sección 13: El Administrador de la Ciudad está autorizado a ejecutar cualquier documento necesario para celebrar una elección el 4 de mayo de 2024, incluidos, entre otros, un contrato con el condado y cualquier documento relacionado con otras entidades que celebren una elección con TGC el mismo día.

Sección 14: La presente Resolución entrará en vigor a partir de la fecha de su adopción.

ADOPTADA el 6 de febrero de 2024.

LA CIUDAD DE SAN ANGELO, TEXAS:

ATESTIGUAR:

Brenda Gunter, Alcaldesa de la Ciudad

Heather Stastny, Secretaria de la Ciudad

APROBADO EN CUANTO A LA FORMA:

Theresa James, Abogada de la Ciudad

EXHIBIT "A"

**POLLING PLACES FOR MAY 4, 2024 GENERAL ELECTION AND SUBSEQUENT UNIFORM
ELECTION DATES AND RELATED EARLY VOTING DATES**

Early Voting (Votacion Adelantadas)

April 22 -26, 2024 8:00 A.M. to 5:00 P.M.

(8:00 de la mañana hasta las 5:00 de la tarde empezando el 22 de abril y terminando el 26 de abril 2024)

April 29 – 30, 2024 7:00 A.M. to 7:00 P.M.

(7:00 de la mañana hasta las 7:00 de la tarde empezando el 29 de abril y terminando el 30 de abril 2024)

Edd B. and Francis Frink Keyes Building
113 W. Beauregard, 1st floor (Primer Piso)
San Angelo, Texas 76903

During early voting, any person residing in Tom Green County may go to this location and vote on all officers or measures for which the person is entitled to vote. (Durante la votación temprana, cualquier votante puede ir a este lugar y votar en todos los temas para los cuales son elegibles.)

Election Day (Dia de las Elecciones)

May 4, 2024, 7 A.M. to 7 P.M.

(el 4 de mayo, 2024, desde las 7 de la mañana hasta las 7 de la tarde)

Location	Address
Angelo Bible Church	3506 Sherwood Way, Lobby
Belmore Baptist Church	1214 S. Bell St., Fellowship Hall
Calvary Baptist Church	2401 Armstrong St., Fellowship Center
Christoval Community Center	20022 Main St., Christoval, TX 76935
Concho Valley Transit District (Bus Depot)	506 N. Chadbourne St., Annex Building
Grape Creek Community Center	8207 US Hwy 87 N., Gene Marsh Board Room
Keating Paint & Body	5050 N. Chadbourne St., Reception Area
MHMR Services for Concho Valley, Admin. Building	1501 W. Beauregard Ave., Jack Ray Room
Oak Grove Senior Apartments	4375 Oak Grove Blvd., Multi-Purpose Room
Paulann Baptist Church	2531 Smith Blvd., The Chapel
SAF First Assembly of God Church	1442 Edmund Blvd., Fellowship Hall
Southgate Church of Christ	528 Country Club Rd., Fellowship Hall
Southside Recreation Center	2750 Ben Ficklin Rd., Multi-Purpose Room
St. Ambrose Catholic Church	8602 Loop 570, Wall, TX 76957, Fellowship Hall
St. Mark Presbyterian Church	2506 Johnson Ave., Fellowship Hall
TXDOT	4502 Knickerbocker Rd., Building E, Training Room
Veribest Baptist Church	50 FM 2334, Veribest, TX 76886, Fellowship Hall
Wesley Trinity United Methodist Church	301 W. 18 th St., Fellowship Hall

On Election Day, any person residing in Tom Green County may go to any one of these polling places and vote on all officers or measures for which the person is entitled to vote. (El día de elección, cualquier votante puede ir a cualquiera de estos lugares y votar sobre todas las cuestiones para los cuales son elegibles.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 6, 2024

Item type: Consent Item

Caption:

Second reading of an ordinance for Z23-17 to rezone properties from Single-Family Residential zoning district to Two-Family Residential zoning district, located at 1212, 1210 & 1208 Roosevelt St. (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

At the January 16, 2024, City Council meeting, the Council approved the first reading unanimously. At their December 18, 2023, meeting, the Planning Commission voted 5-0 (unanimously) to recommend approval of the request. The subject property has 3 platted lots which are large enough for two family structures. To the west is a large undeveloped area of low-rise multifamily (RM-1) which does allow structures from single family, two family, and zero-lot line housing to be built. Additionally, south of Roosevelt is an established RM-1 zoning district with multifamily housing. To the north and east are traditional single family (RS-1) districts. Having two family (RS-2) is a good transition for those lots adjacent to the RS-1 zoning district.

Funding Source(s):

Financial Impact:

NA

Other Information/Recommendation:

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

Attachments:

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

Presentation:

Aaron Vannoy

Approvals/Reviews:

Sherry Bailey

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

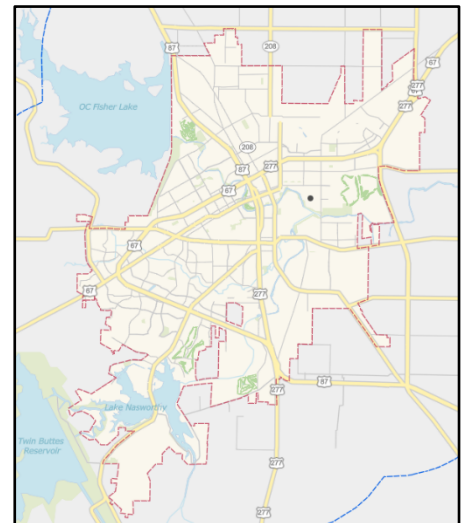
Approved

Approved

Final Approval

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

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



Information:

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

Planning Commission evaluation of appropriateness.

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

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

progression of houses and services.

Recommendation:

Staff recommends APPROVAL of the rezoning request.

Attachments:

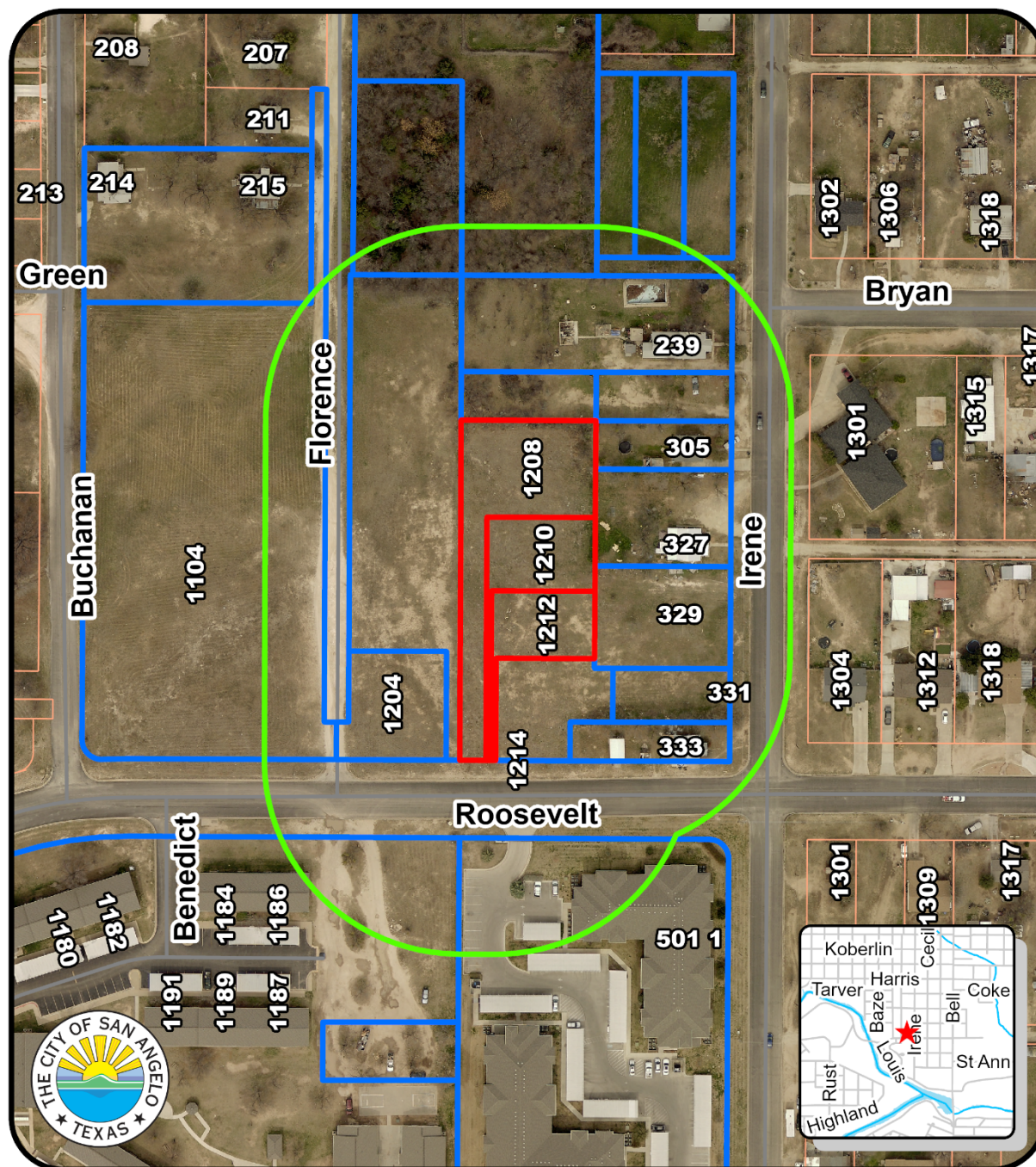
Notification Map

Aerial Map

Zoning Map

Final Plat

Notification Map



200' Notification Map Z23-17: 1212 Roosevelt

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

Scale: 0 0.010.01 0.03 0.04 0.06 Miles

Subject Properties:



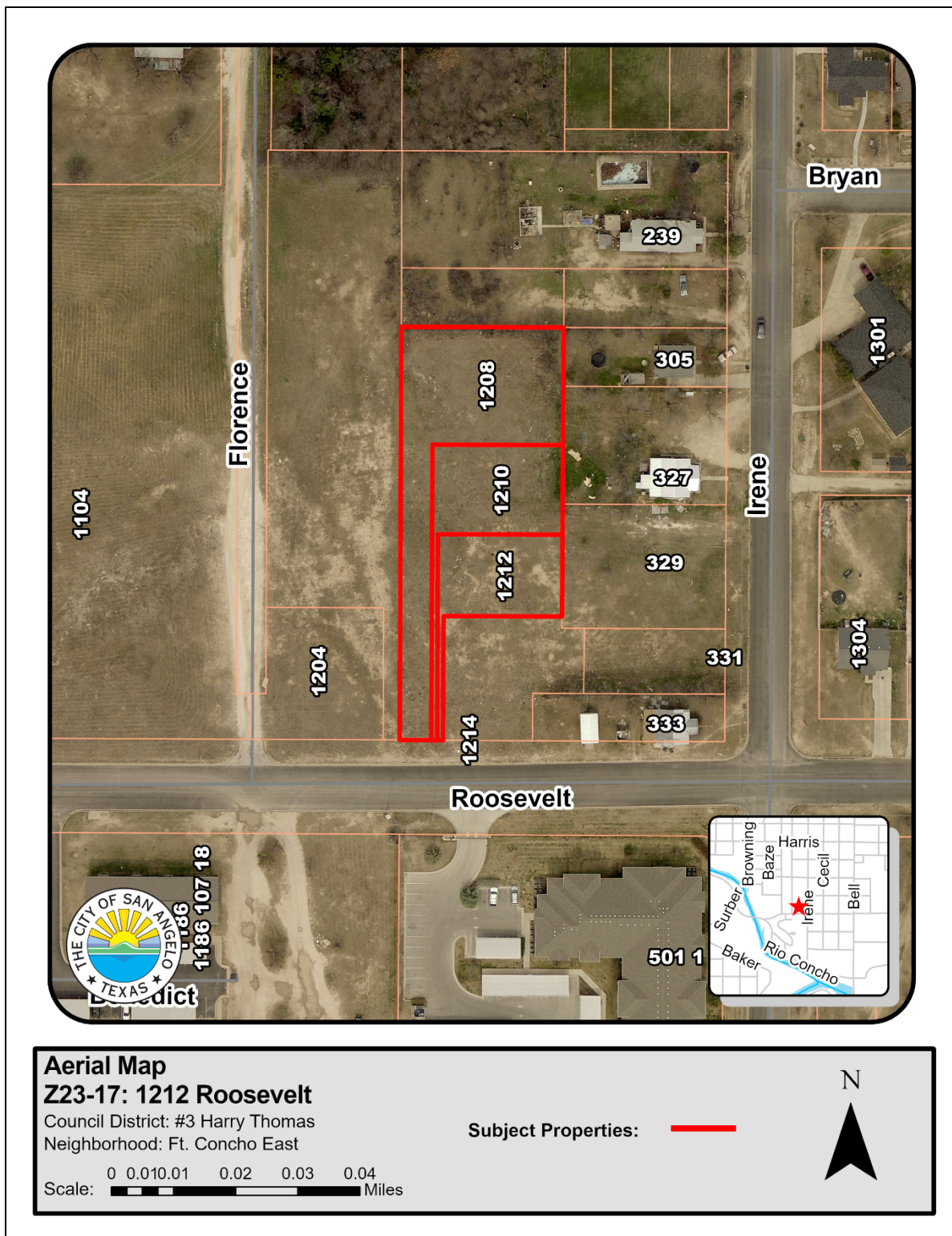
200' Buffer:



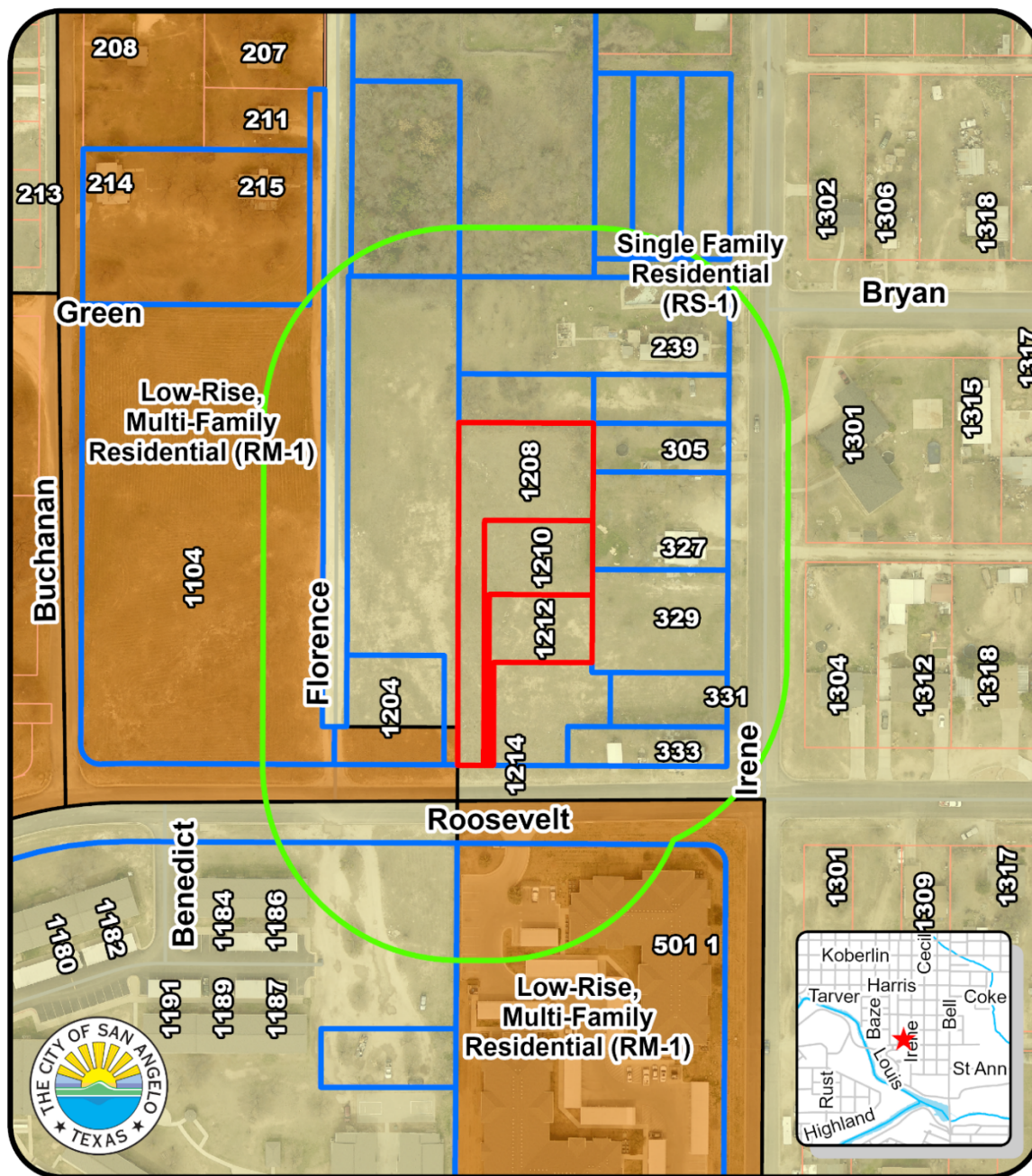
Notified Properties:



Aerial Map



Zoning Map



Zoning Map

Z23-17: 1212 Roosevelt

Council District: #3 Harry Thomas

Neighborhood: Ft. Concho East

Scale: 0 0.010.01 0.03 0.04 0.06 Miles

Subject Properties: —

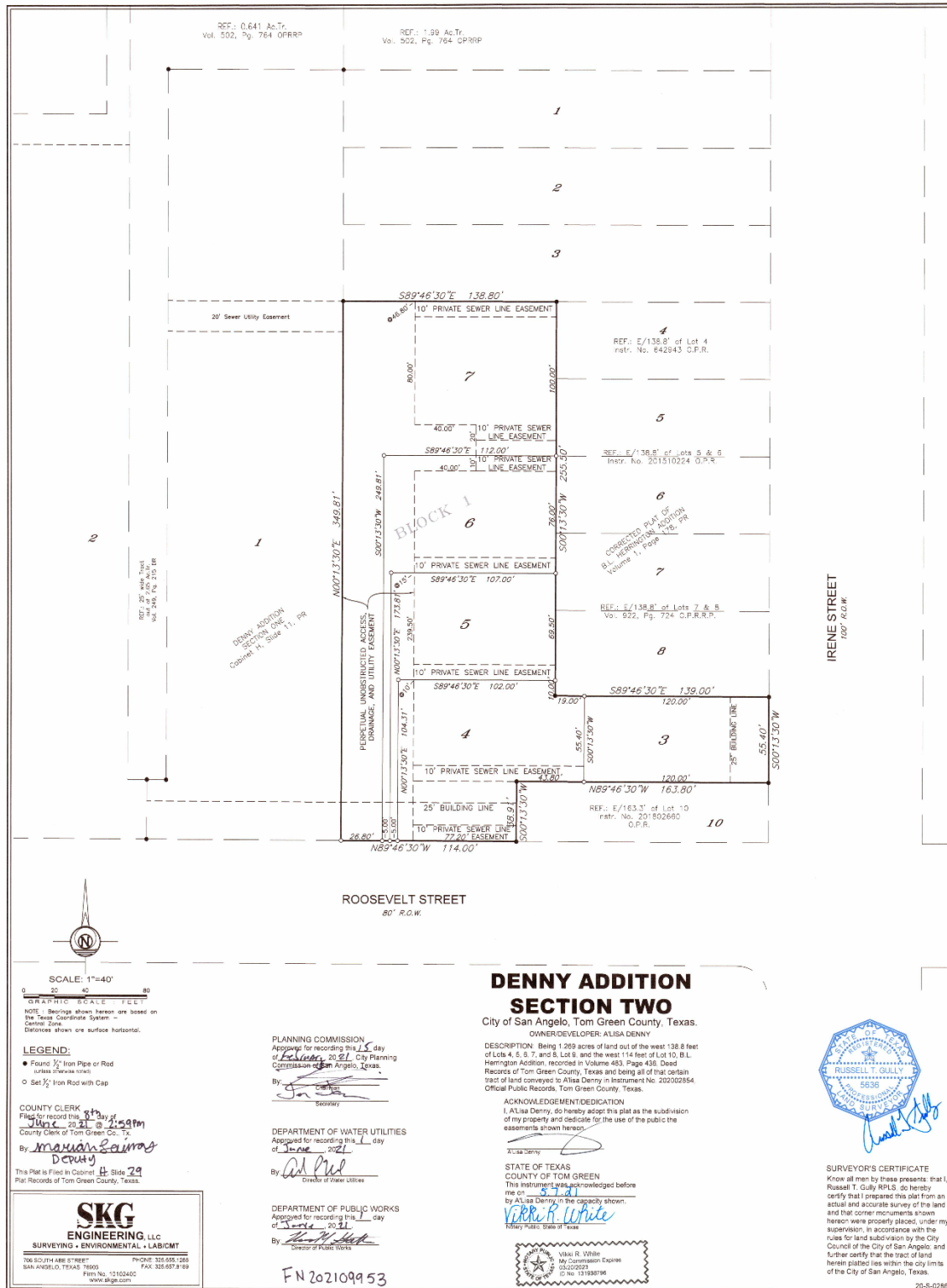
200' Buffer: —

Notified Properties: —

N



202109954 PLAT Total Pages: 1



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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

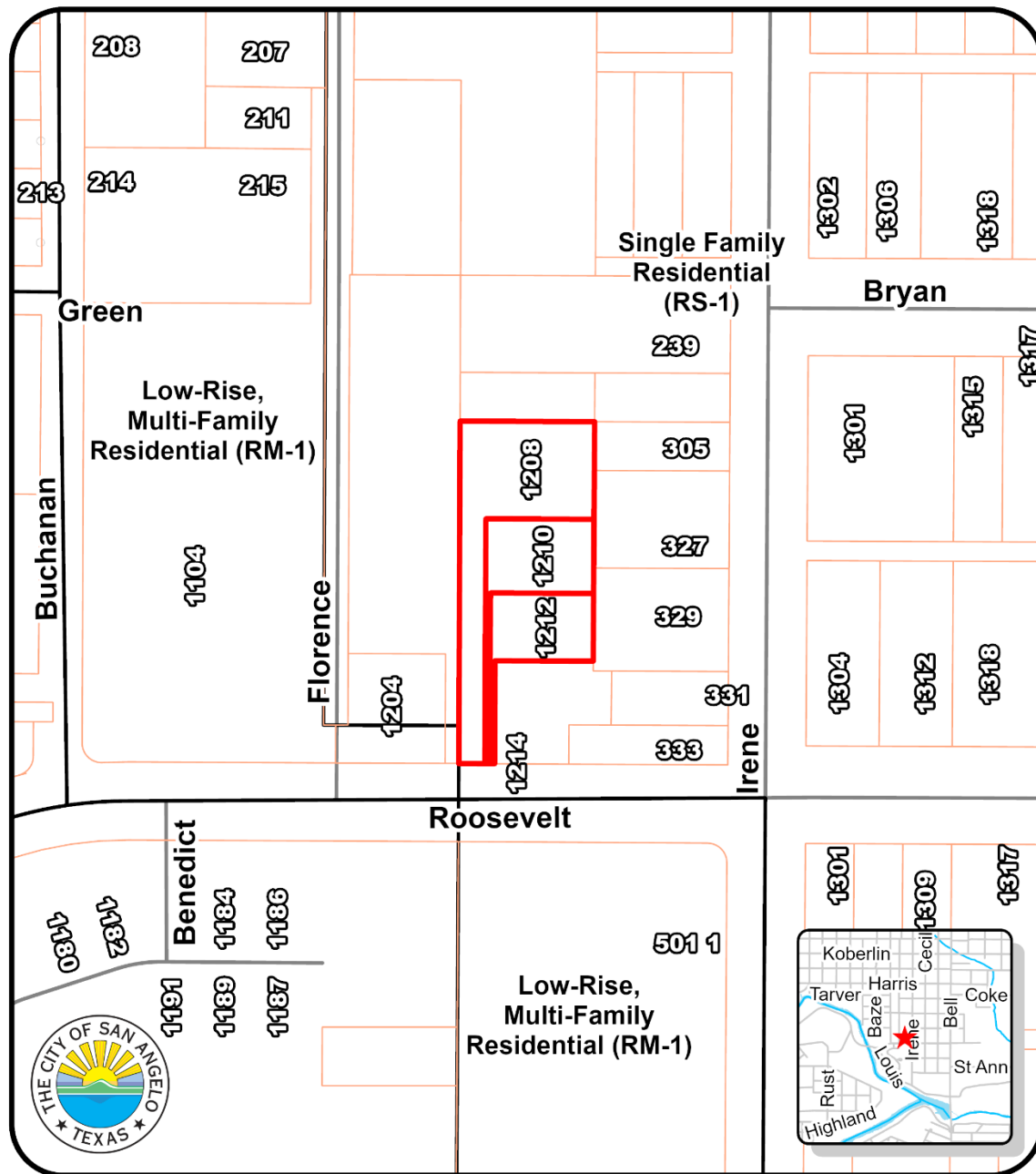
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

Exhibit "A"



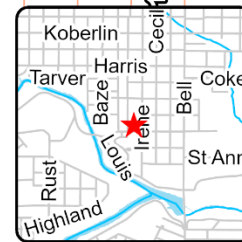
B&W Map

Z23-17: 1212 Roosevelt

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

Scale: 0 0.01 0.01 0.03 0.04 0.06 Miles

Subject Properties: —



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 6, 2024

Item type: Regular Item

Caption:

Update on All-Tex Irrigation & Supply, LLC splash pad fundraising and direction from City Council regarding the project (Presentation made by Parks & Recreation Director Carl White)

Staff Recommendation:

Direction from Council

Summary/History:

This item serves to provide an update on the progress and plans regarding the resolution passed on January 17, 2023, supporting All-Tex Irrigation & Supply, LLC's fundraising efforts for the construction of splash pad facilities at Kirby and Unidad Parks.

As per the resolution, All-Tex has been actively involved in raising funds for the design work, site work, and construction of splash pad facilities. The overall target was set at \$850,000, and we are pleased to report that they have successfully raised the required \$385,000 to proceed with the construction of the smaller splash pad at Unidad Park.

We seek Council's direction to proceed with the project to implement this first splash pad. Given the green light, construction of the first splash pad at Unidad Park is anticipated to commence in April, with completion expected in late May or early June.

Per the resolution passed on January 17, 2023, the City will be responsible for the maintenance, operation and repair of the splash pads. Specifically, we will need to hire a full-time technician responsible for the operation, cleaning, and maintenance of both the splash pad and the existing pool. This addition aims to ensure the optimal functioning and safety of these recreational amenities. We will also need to allocate funds for operational expenses. The total operational costs for a full year, including the technician, are \$83,300. Funding needed for this partial year, which will be a full operational period (May through September) and half of the salary and benefits (beginning April 1), is \$51,650.

Funding Source(s):

Financial Impact:

Per the resolution passed on January 17, 2023, the City will be responsible for the maintenance, operation and repair of the splash pads. This will require hiring a full-time technician and budget allocation for

operational expenses. The total operational costs for a full year, including the technician, are \$83,300. Funding needed for this partial year is \$51,650.

Other Information/Recommendation:

Attachments:

1. Splash pad projects update Feb 6 2024
- Splash pad projects update Feb 6 2024.pdf

Presentation:

Approvals/Reviews:

Carlton White	Created/Initiated
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval



City Council

February 6, 2024

Splash pads projects update

- City Council adopted a resolution on January 17, 2023 supporting All-Tex Irrigation & Supply, LLC's fundraising efforts for the construction of splash pads at City parks (Unidad and Kirby).
- The overall target for all associated costs for both splash pads was set at \$850,000.
- The required \$385,000 has been raised to begin implementation of the first splash pad at Unidad Park, as stated in the resolution.
- Seeking Council's concurrence to implement.
- If so, implementation anticipated to commence in April, with completion expected in late May, early June.

Unidad Park



Unidad Park splash pad



Splash pads project funding

- Per the resolution, “if the project is funded and construction is completed, in part or in full, the City of San Angelo agrees to fund the operation and maintenance of the facilities.”
- At the Jan. 17, 2023 meeting, staff presented the need to hire a full-time technician for this purpose, along with allocating funds for operations and maintenance. The technician would also help operate and maintain the pool.
- Costs for the technician, with benefits, would be \$63,300 annually, \$31,650 for the remainder of this FY, beginning April 1.
- Costs for operations (utilities, chemicals, tools, etc.) would be \$20,000. Total cost for this FY = \$51,650.

Splash pads project funding

- The following slides are for reference, if needed.

Kirby Park

Kirby Community Park

Edmund Blvd.



Kirby Park



www.cosatx.us



Kirby Park, San Angelo, TX

Copyright 2022 Waterplay Solutions Corp. Artist's visual interpretation of the project. Cannot be considered factual representation of the final product.

Kirby Park



www.cosatx.us



Kirby Park, San Angelo, TX

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Kirby Park



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Kirby Park, San Angelo, TX

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Kirby Park



Splash pads operations

- Maintain adequate disinfectant level in water.
 - Minimum free available chlorine of 2.0 ppm.
 - Adequate cyanuric acid levels.
 - Minimum total bromine of 3.0 ppm.
- Maintain pH 7.2 – 7.8.
- Conduct daily inspections before opening.
 - Ensure disinfectant, secondary disinfectant (such as UV and ozone), and recirculation system and filters are operating correctly.

Splash pads operations, cont.

- Inspect for and remove biofilm on splash pad surface (such as tank, spray nozzles, and drains); as required.
- Test free available chlorine and pH every 2 - 4 hours while open to public .
- Ensure drains prevent standing water from collecting in water play area.
- Inspect tank regularly and clean as needed.
- Document operation and management activities such as water testing results.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 6, 2024

Item type: Regular Item

Caption:

Consider a resolution of support for a proposed development by the Overland Property Group for senior affordable rental housing at 3800 Green Meadow Dr. named the Residence at Green Meadow as part of the 2024 annual Low Income Housing Tax Credit (LIHTC) affordable housing program (Presentation made by Neighborhood & Family Services Director Bob Salas and Overland Property Group Director of Development April Engstrom)

Staff Recommendation:

Adopt

Summary/History:

The Overland Property Group has proposed a development for senior affordable rental housing at (approx.) 3800 Green Meadow Dr. named The Residence at Green Meadow in the City of San Angelo as part of the 2024 annual Low Income Housing Tax Credit (LIHTC) affordable housing program. It intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for the proposed Residence at Green Meadow apartments. Each year, the Texas Department of Housing and Community Affairs (TDHCA) makes funding available for single and multifamily rental construction projects through a competitive selection process. A resolution of support from the city helps projects score higher in the state's scoring process.

Funding Source(s):

Financial Impact:

No impact to the City's budget.

Other Information/Recommendation:

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

Attachments:

1. Residence at Green Meadow (San Angelo TX) Residence at Green Meadow (San Angelo TX).docx

Presentation:

Bob Salas

Approvals/Reviews:

Bob Salas

Theresa James

Tina Dierschke

Brandon Dyson

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval

RESOLUTION # _____

**RESOLUTION SUPPORTING THE PROPOSED RESIDENCE AT GREEN MEADOW AND
CONFIRMING THAT UPON SUCCESSFUL AWARD OF 2024 COMPETITIVE 9% HOUSING
TAX CREDITS THE CITY WILL PROVIDE REDUCED FEES**

WHEREAS, Overland Property Group has proposed a development for senior affordable rental housing at approximately 3800 Green Meadow Drive, named the Green Meadow Residence in the City of San Angelo, County of Tom Green; and

WHEREAS, Overland Property Group has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2024 Competitive 9% Housing Tax Credits for the Residence at Green Meadow; and

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

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

Section 1. The City of San Angelo, acting through its governing body, hereby confirms that it supports the proposed development known as the Residence at Green Meadow, located at approximately 3800 Green Meadow Drive, and that this formal action has been taken to put on record the opinion expressed by the City as of February 6, 2024.

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

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

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

ADOPTED AND APPROVED on February 6, 2024.

ATTEST:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

Approved as to form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Director of Operations, Operations

Meeting Date: February 6, 2024

Item type: Regular Item

Caption:

Consider approving an Agreement with Kimley Horn and Associates, Inc. as part of RFQ OP-04-23 Safety Action Plan and ADA Transition Plan Update the amount of \$650,000 utilizing the Solid Waste fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Operations Director Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo published a Request for Qualifications OP-04-23 for qualified consulting firms to provide services for developing a comprehensive Safety Action Plan and updating the City's current ADA Transition Plan. On October 3, 2023, City Council authorized staff to negotiate with Kimley Horn and Associates based on their submitted qualifications.

Staff negotiated a scope and fee with Kimley Horn for developing the Safety Action Plan in conjunction with the Safe Streets and Roads for All (SS4A) Grant as well as for updates to the existing ADA Transition Plan, respectively.

With Council approval, the City will enter into an agreement with Kimley Horn and Associates for:

- a) developing a Comprehensive Safety Action Plan
- b) updating the existing ADA Transition Plan

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Intergovernmental Fund			\$0.00
Solid Waste Fund			-\$650,000
General Capital Projects			\$0.00

Financial Impact:

The numbers above are net benefit/(cost). \$650,000 will be used from the Solid Waste Fund Balance and \$400,000 will be grant-funded. See the attached budget memo for details.

Other Information/Recommendation:

Staff recommends approving an Agreement with Kimley Horn and Associates.

Attachments:

- | | | |
|----|---|---|
| 1. | Comprehensive Safety Action Plan Proposal | Exhibit A Scope_Comprehensive Safety Action Plan Proposal.pdf |
| 2. | Transition Plan Scope | Transition Plan Scope.pdf |
| 3. | BA Memo - SAP & ADA | BA Memo - SAP & ADA.pdf |

Presentation:

Patrick Frerich

Approvals/Reviews:

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

**EXHIBIT “A”
SCOPE OF SERVICES**

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

For the following project:

**Development of a
Comprehensive Safety Action Plan (CSAP) for the City of San Angelo**

PROJECT DESCRIPTION

The Consultant will conduct a targeted safety analysis to identify a high-injury network (HIN) and develop a Comprehensive Safety Action Plan (CSAP) for the high crash density roads in the City of San Angelo. The CSAP's development will integrate public engagement and an internal City of San Angelo Vision Zero Task Force to provide direction throughout the process. The final CSAP will identify projects, programs, and policies for the City to implement all aimed at adopting a Vision Zero type policy and a commitment to reducing roadway fatalities through better roadway and intersection design.

The Consultant shall perform the following Professional Services:

TASK SUMMARY

Task 1: Project Management and Meetings

This task is intended to run concurrently through the planning process. Task 1 covers the time intended for initial set-up and coordination over the duration of the project. Within this task are 3 anticipated deliverables that are split into subtasks.

1.1 Project Workplan

The Consultant will kick off the project by creating a workplan that serves as a document for both the internal project team and the City's team and sets expectations for communication guidelines, upcoming tasks, and overall project progress. The workplan will be used as a guide during progress meetings to illustrate how our progress compares with the initial schedule.

1.2 Request for Data

The Consultant will create a request for data list with technical data and applicable documents needed from the City, including items identified in the scope of work. This will allow our team to begin the Needs Assessment, with all the City's data organized into one central database. The Consultant will create and provide a ShareFile link to host all appropriate project data. The data to be requested from the City includes but is not limited to the following:

- City Limits
- ETJ
- County Parcel data with building (living area) square footage and state land use code
- Building Footprints
- Existing Public Facilities (parks, schools, municipal sites, etc.)
- Existing Land Use
- Existing Zoning Map

- Master Thoroughfare Plan
- Existing Roadway Inventory (centerlines with number of lanes, presence of medians, and other cross section information)
- Existing Trails, Sidewalks, or other Pedestrian Infrastructure
- Existing Bicycle Facilities
- Roadway Projects Currently in Development or Planned for Future Development
- Floodplain Data or Other Natural Barriers
- Railroads
- Freight Routes
- Existing Traffic Counts

Using the data collected from the City and other sources such as TxDOT and the Census/American Community Survey, The Consultant will create the following maps to understand existing conditions for the CSAP:

- Existing Roadway Network
- Existing Bicycle & Pedestrian Network
- Existing Rail & Freight Network
- Current Roadway Projects
- Existing Congestion (Volume-to-Capacity Ratio)
- Transportation & Economic Disadvantaged Census Tracts

1.3 Vision Zero Task Force Meetings

It is anticipated that the City will create an internal working group (Vision Zero Task Force) to act as the primary stakeholders throughout the CSAP's development, meeting with the Consultant's project team once per month virtually (or as needed).

To establish an ongoing safety effort in the City of San Angelo, a Vision Zero Task Force will be created to oversee the CSAP's development at key touchpoints in the process. The format of these meetings is anticipated to be in-person, with the City identifying the members to serve on the Task Force. It is recommended that Task Force members represent a variety of professionals relevant to the commitment and improvement of roadway safety such as police department, fire department, planning, engineering (operations), San Angelo MPO, ADA advisory board, and Concho Valley Transit. In total, The Consultant will send two (2) team members to facilitate four (4) in-person Task Force meetings that will follow the below format:

- Meeting 1: Kick-Off & Goal Setting
- Meeting 2: High-Injury Network Results
- Meeting 3: Policy Review/Action Plan
- Meeting 4: Final CSAP Review

Task 1 Deliverables: Project Workplan, Data Needs Request, Existing Conditions Maps, Monthly Coordination Meetings, Vision Zero Task Force Meetings (4)

Task 2: Public Engagement

2.1 Community Engagement Plan

The project team will develop a plan for community and stakeholder (public) outreach and a strategy for communication. This Community Engagement Plan (CEP) will incorporate outreach and engagement methods that foster meaningful participation and provide needed input for the successful development and implementation of the CSAP. The CEP will also identify a list of key stakeholders to make sure the project team is involving and addressing various interest groups' concerns. The strategy will leverage existing communication channels and identify any supplemental strategies needed to educate and engage the community on the project.

2.2 Online Engagement

A hub for engagement can be created for the CSAP via the Consultant's Social Pinpoint website. Social Pinpoint allows user input on a wide range of projects and the feedback is seamlessly integrated into GIS analysis. Pairing this Social Pinpoint website with social media engagement conducted by City Staff will give residents of San Angelo a transparent and user-friendly online experience throughout the project.

Specifically, the online engagements that will be prepared by the Consultant for this project includes the following:

- One (1) Social Pinpoint website – including periodic website updates throughout the project
- One (1) online survey – including creation, monitoring, and survey summarization from Social Pinpoint website.
- One (1) interactive mapping tool – including creation, monitoring, analyzation, and summarization from Social Pinpoint website.

2.3 Public Meetings

Engaging with the public is important for maintaining transparency and encouraging strong communication channels with the public. We anticipate hosting two public meetings as “pop-up” style events that utilize the City’s already existing public events, which can be a part of the San Angelo Bicycle Association (SABA) meetings, or another city-sponsored event.

We anticipate one pop-up meeting taking place after the needs assessment is completed but will be presented as a “blank canvas” opportunity to give feedback without recommendations to respond to. Our intent is to incorporate public ideas with other technical analysis to present as recommendations, maps, cross sections, and policy recommendations at the second pop-up meeting for confirmation of draft results.

Task 2 Deliverables: Social Pinpoint Project Website, In-Person Pop-Up Meetings (2), Interactive mapping tool, and Online Survey

Task 3: Equity and Underserved Community Evaluation

The Consultant will conduct an equity analysis with the goal of making the CSAP responsive to the needs and priorities of all communities and promoting equitable outcomes across the region. The following equity activities will be conducted.

3.1 Equity Analysis

The Consultant will prepare an equity analysis to support a SS4A CSAP that is responsive to the needs and priorities of all communities in the study area. The Consultant will complete the following equity analysis activities:

- The Consultant will develop a map and corresponding database that includes the geographic location and physical characteristics of areas of underserved population as it relates to equity and safety factors in the SS4A CSAP. The Consultant will use the SS4A Underserved Community Mapping Tool to identify underserved areas which utilizes Census tracts identified in the USDOT Equitable Transportation Community Explorer Tool and Census tracts identified in the Climate and Economic Justice Screening Tool.
- The Consultant will analyze safety outputs from the safety analysis against regional underserved census tracts, minority community populations, household income, and other available census shapefile data to determine specific locations for targeted roadway safety improvements that will impact underserved communities.
- The Consultant will identify specific underserved community Census tracts that are most affected by crashes, and this data will be presented by transportation mode.
- The Consultant will assess the demographic characteristics of these communities, including race, ethnicity, income, and other relevant factors, to understand whether certain groups are disproportionately impacted by safety risks.
- The Consultant will evaluate the effectiveness of current safety measures, or lack of, in addressing the needs of these communities and identify any gaps in safety measures or strategies for infrastructure improvements.
- The Consultant will consider the potential unintended consequences of proposed safety actions and develop strategies to mitigate these risks.

Task 3 Deliverables: Equity analysis map and outcomes summary

Task 4: High-Injury Network

4.1 Crash History Analysis

The Consultant will collect crash data from the last five years using the TxDOT Crash Records Information System (CRIS) Database. Using this data, the project team will create the following maps to better understand existing crash hotspots citywide:

- Crash Heat Map
- High Crash Intersections Map
- Bicycle & Pedestrian Crash Heat Map

4.2 High-Injury Network Model

Using traffic volume data provided by the City and crash data from the CRIS Database, the Consultant will use ArcGIS Pro to identify the roads which have the highest crash rates for fatal or injury-related crashes (KABs). Based on the results of these calculations, a subset of the City's

roadways will be identified as the High-Injury Network (HIN). This HIN is created to identify which roads should be the City's priority for short- or long-range safety projects.

Task 4 Deliverables: Citywide Crash Heat Map, High Crash Intersections Map, Bicycle & Pedestrian Crash Heat Map, ArcGIS HIN Model, HIN Map & Shapefile, HIN Facilities List

Task 5: Countermeasure Analysis

5.1 Field Observations

Using the High Injury Network created by the Consultant, the City will identify up to ten (10) corridors to study further through countermeasure analysis (study corridors could be up to one mile in length). The project team will spend up to two days conducting field observations along the corridors to understand the following conditions:

- Poor sight distance at intersections or driveways
- Overgrown vegetation or other obstacles in the travel way
- Speeding or traffic control compliance issues
- Any substandard or out of date roadway design
- ADA accessibility compliance issues
- Existing interaction between mode users

A summary of the field observations will be included in the final CSAP document along with any relevant photographs.

5.2 Countermeasure Identification

Using police crash reports provided by the City, the Consultant will examine the trends in fatal and severe crashes (KABs) along the study corridors to identify appropriate safety countermeasures for implementation. Analysis of crash locations, severity, along with contributing factors and crash types will also be evaluated. If needed, the Consultant may also require traffic signal timing sheets to better understand operations at high-injury traffic signals. The identified countermeasures will be visualized graphically on existing aerial imagery of the study corridors to aid in visualizing the proposed improvements. This evaluation will also make recommendations to improve racial equity and reduce barriers to opportunity.

5.3 CMF Application

This process includes applying countermeasure crash modification factors (CMFs) to the existing crash data to project the anticipated safety benefits from the applied improvements. The results of these calculations will be provided in an Excel spreadsheet. For implementation purposes, these safety countermeasure projects will also be incorporated in Task 6.2. Action Plan Matrix.

Task 5 Deliverables: Field Observations Summary, Study Corridor Recommendations Exhibits, CMF Calculations Worksheet

Task 6: Action Plan

6.1 Policy Review

The Consultant team will assess up to five (5) current policies, plans, guidelines, and/or standards (e.g., manuals) chosen by the City to identify opportunities to improve how processes prioritize transportation safety. The resulting policy review will be recorded in an excel worksheet with a “keep,” “revise,” or “remove” based on recommended improvements to the policies. The following policies will be reviewed:

- San Angelo Area Bicycle and Pedestrian Plan
- City of San Angelo Sidewalk Ordinance
- Safe Routes to School Report

6.2 Action Plan Matrix

The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate. Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list will include specific projects and strategies, or descriptions of programs of projects and strategies, time ranges when projects will be deployed, and explains prioritization criteria used. It will also include a description of how progress will be measured over time with outcome data.

Task 6 Deliverables: Policy Review, Action Plan Matrix

Task 7: Documentation and Adoption

7.1 SS4A CSAP Document Preparation

The Consultant will prepare three deliverables of the SS4A CSAP document and will submit each of these document editions for a single round of review from the SS4A Vision Zero Task Force and City of San Angelo staff.

- **90% Submittal:** The Consultant will prepare and submit an electronic copy of the report for Task Force review.
- **100% DRAFT Submittal:** The Consultant will address one round of Task Force comments and submit an electronic copy of the report to the Task Force for review.
- **100% FINAL Submittal:** The Consultant will address one round of Task Force review comments and provide an electronic copy and two (2) printed copies of the final report.

Prior to the 90% submittal, the Consultant will prepare a document outline and proposed document template style for review and approval by City.

7.2 Documentation and Adoption

The Consultant will provide the 100% Final document for adoption by City Council. The Consultant will provide two opportunities for review before presenting the report to the public. The final document must be adopted and posted publicly, to receive reimbursement funds from USDOT.

The Consultant will make one trip to attend up to one (1) meeting outside of the Task Force to present on the CSAP final report before its adoption. The materials for these meetings are anticipated to be pulled from the report or previous meetings as the project will be in its final phase.

Task 7 Deliverables: CSAP Report Draft, Final CSAP Report (2), Adoption Presentation

Task 8: In-Kind Time Tracking

The Consultant will support City staff in preparing an in-kind tracking time recording form in Excel to be used at project meetings to track eligible participants' time and activities. The Consultant will also support City staff to maintain an internal in-kind tracking worksheet in Excel to document eligible in-kind matching activities. It will be the City's responsibility to submit all documentation to USDOT and coordination for the 20% match contributions.

Task 8 Deliverables: In-Kind Timing Tracking Excel Spreadsheet

Task 9: Additional Analysis and Planning

9.1 Additional Services

This task is reserved to provide additional safety analysis and planning as directed by City. Additional safety analysis and planning will support the development of the Safety Action Plan and sub-plans developed in the Safety Action Plan. Potential additional analysis and planning may include, but is not limited to, the following.

- Road safety audit program development and implementation.
- Additional outreach and engagement activities to increase input into the plan.
- Development of targeted plans to address safety areas identified in the Safety Action Plan, such as a regional lighting and implementation plan.
- Implementation of demonstration projects.

The specific scope and level of effort of any additional analysis and planning as part of Task 9 will be agreed to between the City and the Consultant prior to beginning work on this task.

9.2 Power-BI Crash Dashboard

The City will provide KH with crash data they have available. KH will also use publicly available TxDOT Crash Record Information System (CRIS) data for years 2019 – 2023 for this analysis. KH will review, process, and ingest this data to an interactive Power BI dashboard and Excel spreadsheet. The Power BI dashboard will consist of a map-based visual showing a heat map for high density crash locations, type of crashes, and severity. The dashboard will also include interactive chart visuals to show crash severity, first harmful event, manner of collision, weather condition, and lighting condition trends.

Notes and Assumptions

Our Scope and Fee are based on the following:

1. Fees are to perform each task one time. Revisions to address Jurisdictional or Client review comments will be made on an hourly basis under the appropriate Submittals Task.
2. Our services will be performed in general accordance with current published FHWA guidelines.
3. Effort resulting from changes to the project direction after commencement of our work will be additional services.
4. It is expected that the City provide all requested documents, crash data, counts, signal timing, and GIS shapefiles as needed. Any recreation of data will be considered an additional service. The Service Provider will not be liable for errors or omissions in the provided material.
5. No survey will be acquired as part of this project. Any exhibits or concepts produced are not intended for construction purposes and will be preliminary in nature.
6. Completion of the CSAP is the first step towards application to USDOT for Implementation Grants and does not guarantee acceptance for Implementation Grant. Application to that program will be an additional service.
7. The Consultant will not submit any in-kind time tracking verification documents to USDOT to waive the cash contribution requirements.
8. It is expected that the City of San Angelo will coordinate and correspond with Task Force members, scheduling of times, dates, and venues for in-person and virtual meetings. Review of draft documents and presentations in a timely manner to adhere to the project schedule.
9. Services that are not specified under Scope of Services, including any additional meetings requested by the Client, will be provided as additional services when requested and authorized in writing by the Client. Compensation for additional services will be on a time and materials basis in accordance with our Standard Hourly Rate Schedule.

Additional Services

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

- Social Media Content/Management
- Additional Reports or Documents
- Creation of new datasets such as roadway inventory, traffic volumes, etc.
- Additional Meetings
- Traffic counts, traffic projections, traffic signal timing
- PS&E Design Services
- Preparation for and attendance at meetings besides meetings identified above
- Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies

- Application to USDOT for Implementation Grants
- Coordination with outside agencies, other than City of San Angelo
- Any services not listed in the Scope of Services

Schedule

The Consultant will work with the City to develop a mutually acceptable project schedule. Every effort will be made to complete the CSAP prior to the 2024 SS4A Implementation plan application deadline.

- End of Scope of Services –

EXHIBIT "A"
FEE BREAKDOWN

The Consultant will perform the services in Tasks 1 - 8 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task and Fee Summary Table

Task 1	Project Management and Meetings	\$ 34,300
Task 2	Public Engagement	\$ 49,900
Task 3	Equity and Underserved Community Evaluation	\$ 45,900
Task 4	High-Injury Network	\$ 85,600
Task 5	Countermeasure Analysis	\$ 97,100
Task 6	Action Plan	\$ 38,400
Task 7	Documentation and Adoption	\$ 39,400
Task 8	In-Kind Time Tracking	\$ 9,400

Lump Sum (LS) Subtotal:	\$400,000
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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

The Consultant will perform the services in Task 9 on a labor fee plus expense basis with the maximum labor fee shown below:

Task and Fee Summary Table

Task 9	Additional Analysis and Planning	\$100,000
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Total Maximum Labor Fee:	\$500,000
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The Consultant will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. The Consultant reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. 5% of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

EXHIBIT "A"
SCOPE OF SERVICES

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

For the following project:

Development of an
ADA Transition Plan for the City of San Angelo

PROJECT DESCRIPTION

The Consultant will prepare the Americans with Disabilities Act (ADA) Transition Plan for the City of San Angelo. The ADA Transition Plan will include an ADA compliance review of City buildings and associated parking lots including paths of travel, signalized intersections, public rights-of-way sidewalks and associated curb ramps, public parking (on-street) within the Downtown area and at The Bosque and Kid's Kingdom Park, and railroad crossings. Possible solutions to bring non-compliant elements that are not considered a de minimis barrier and are not "safe harbored" into compliance will be provided. An ADA Transition Plan document will be developed and include formal documentation of tasks and associated findings outlined in this Scope of Services.

The Consultant shall perform the following Professional Services:

TASK SUMMARY

Task 1 – Project Management

- 1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. It is understood the project will have a 15-month duration.
- 1.2 The Consultant will prepare monthly progress reports for the duration of the project.
- 1.3 The Consultant will participate in up to eight bimonthly status calls with the City to discuss the project for the duration of the project (30-minute calls).

Task 1 Deliverables:

- Monthly invoices with progress reports.

Task 2 – Project Kick-off Meeting

- 2.1 The Consultant will meet with City staff representing major program areas and orient them to the process that will be used to develop the City's ADA Transition Plan and introduce the proposed project tasks and schedule. The Consultant will coordinate with City staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. The Consultant will produce meeting materials and handouts, conduct staff orientation, and prepare a summary of action items resulting from the meeting (2-hour, in-person meeting).

Task 2 Deliverables:

- Electronic copy of the meeting presentation.
- Summary of action items from the meeting.

City Responsibilities:

- The City will create an ADA Liaison Committee comprised of City staff representing major program areas and/or departments.
- The City will conduct all internal coordination required to identify City staff to serve on the ADA Liaison Committee for the duration of the project.

Task 3 – Facilities Review

3.1 The Consultant will establish field teams that will conduct evaluations based on forms developed by the Consultant. The evaluation forms for facilities listed in **Tasks 3.1.1 – 3.1.2** will be based on the federal ADA Standards for Accessible Design and access-related state and local standards. The evaluation forms for facilities listed in **Tasks 3.1.3 – 3.1.6** will be based on the current edition of PROWAG and applicable access-related state and local standards. All field data will be compatible with the City's existing Geographic Information System (GIS). The Consultant will provide up to two (2) hours of in-field evaluation discussions with City staff. In-field discussions will occur during the scheduled field evaluations.

3.1.1 Buildings and Parking Lots – The Consultant will evaluate the following buildings and associated parking lots:

No.	Location Name	Property Address
1	Animal Shelter	3142 N US Highway 67
2	Carl Ray Johnson Recreation Center	1103 N Farr St
3	City Hall	72 W College Ave
4	City Hall Annex	301 W Beauregard Ave
5	Community Development Building	52 W College Ave
6	Foster Communications Coliseum	50 E 43rd St
7	McNease Convention Center	501 Rio Concho Dr
8	Santa Fe Crossing Senior Center	702 S Chadbourne St
9	Southside Recreation center	2750 Ben Ficklin Rd
10	Station 618 Senior Center	618 S Chadbourne St
11	San Angelo Police Department	401 E Beauregard Ave
12	San Angelo Fire Administrative Office	306 W 1st St
13	San Angelo Municipal Court	110 S Emerick St
14	San Angelo Recreation Center	2722 N Magdalen St
15	San Angelo Fairgrounds	Fairgrounds
	<i>H.E.B. Community Center</i>	
	<i>First Financial Pavilion</i>	
	<i>Livestock Barn and Sale Pavilion</i>	
	<i>Restroom</i>	
	<i>Buffalo Social Club</i>	
	<i>Housley Communications Cattle Barn</i>	
	<i>1st Community Federal Credit Arena</i>	
	<i>Horse Barn</i>	
	<i>Shop</i>	
	<i>Fiesta Building and Outdoor Roping Arena</i>	

Building evaluations are limited to all common-use spaces, including common-use spaces located in employee-only areas. Areas used only by employees as work areas will not be evaluated.

The Consultant will evaluate on-site accessible routes from site parking areas to building entrances (excludes perimeter sidewalk within the public right-of-way) and all associated curb ramps, ramps, stairs, and other pedestrian paths of travel required to be ADA-compliant within the building site.

- 3.1.2 Downtown Area Parking – The Consultant will evaluate the existing on-street parking and surface lots (Kids Kingdom and Bosque Parks only) within the Downtown Area.
- 3.1.3 Signalized Intersections – The Consultant will evaluate up to 58 signalized intersections. The Consultant estimates this task will consist of the evaluation of up to 475 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.
- 3.1.4 Sidewalk Corridors – The Consultant will evaluate up to 106 linear miles of sidewalk corridors. Sidewalk corridors consist of sidewalks, pedestrian street crossings, and pedestrian driveway crossings, and the sidewalk corridor length is calculated using the centerline of the pedestrian path of travel.
- 3.1.5 Unsignalized Intersections and Driveways – The Consultant will evaluate unsignalized intersections and driveways along the sidewalk in **Task 3.1.4**. The Consultant estimates this task will consist of the evaluation of up to 850 intersections and up to 2,650 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.
- 3.1.6 Railroad Crossings – The Consultant will evaluate up to 14 existing pedestrian railroad crossings along the sidewalk in **Task 3.1.4**. Railroad crossings along the pedestrian path of travel that do not currently have sidewalks leading up to the railroad tracks will not be evaluated.

Task 3 Deliverables:

- Field work data in GIS format with associated metadata, compatible with the City's GIS system.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. The Consultant will create a separate report for each facility type.
- Each facility report will identify the compliance status of each facility and consist of the following:
 - o Listing of facilities that are not in compliance with ADA requirements.
 - o Possible solutions to resolve non-compliance issues for each facility.
 - o Prioritized list of improvements using criteria developed by the Consultant.
 - o "Cost report" that assigns conceptual budget estimates to each possible solution.The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot

- and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services.
- o Pay item descriptions, units, and unit prices for facilities listed in **Tasks 3.1.1** will be based on the Means ADA Compliance Pricing Guide, 2nd edition, current Texas Department of Transportation (TxDOT) 12-Month Average Low Bid Unit Prices for Highway Construction Projects, and industry best practices.
 - o For the facilities listed in **Tasks 3.1.2 – 3.1.6**, the Consultant will create a pay item list using the current Texas Department of Transportation (TxDOT) 12-Month Average Low Bid Unit Prices for Highway Construction Projects consisting of pay items needed to develop the cost reports.
 - o Photolog summary for each facility.
 - o The compliance status and possible solutions for facilities listed in **Tasks 3.1.1 – 3.1.2** will be based on the federal ADA Standards for Accessible Design and access-related state and local standards. The compliance status and possible solutions for facilities listed in **Tasks 3.1.3 – 3.1.6** will be based on the current edition of PROWAG and applicable access-related state and local standards.

City Responsibilities:

- The City will provide floor plans to the Consultant for the buildings to be evaluated.
- The City will provide the Consultant and Subconsultants access to the areas within the buildings and parks to be evaluated.
- The City will review the Consultant-provided pay item list with unit prices to develop the cost reports for public rights-of-way facilities.

Task 4 – Transition Plan Development

The Consultant will coordinate with City staff in developing the Transition Plan as follows:

- 4.1 Design Standards Review. The Consultant will review City design standards for consistency with the 2010 ADA Standards for Accessible Design and the current edition of the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). The design standards that will be evaluated will be determined based on the available budget for this task.
- 4.2 Prioritization Criteria. The Consultant will recommend criteria for prioritizing identified accessibility improvements.
- 4.3 Exceptions and Exemptions. The Consultant will evaluate and provide possible solutions for exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance or other exceptions and exemptions as stated in the applicable accessibility standards.
- 4.4 Budget. The Consultant will assist the City to develop a multi-year budget needed for accessibility improvements. Possible funding sources to achieve compliance will be provided. It will be the City's responsibility to confirm the City's eligibility for each funding source.

- 4.5 Draft Transition Plan. Based on the Self-Evaluation, the Consultant will prepare a draft Transition Plan for the City. The plan will consist of:
- Summary of project purpose, process, and most significant observations;
 - Detailed observations of the facility reviews completed in **Task 3**; and
 - A phased schedule with cost estimates for the removal of facility barriers identified in **Task 3**.
- 4.6 Final Transition Plan. The Consultant will address one (1) round of written consolidated comments from City staff to prepare a Final ADA Self-Evaluation and Transition Plan for the City.

Task 4 Deliverables:

- Electronic copy of comments on the City's existing ADA Notice. Electronic copies of the draft and final ADA Notice in Microsoft Word and Adobe PDF formats.
- Electronic copies of the draft and final ADA Transition Plan in Microsoft Word and Adobe PDF formats.
- Electronic copies of the final ADA Transition Plan Appendix in PDF format will be provided using the Consultant's electronic file-sharing system.

City Responsibilities:

- The City will provide written consolidated comments on the draft ADA Notice.
- The City will provide written consolidated comments on the draft ADA Transition Plan and Appendix.

Task 5 – Meetings

- 5.1 Progress Meetings. The Consultant will conduct up to three (3) virtual and two (2) in-person progress meetings with City staff and the ADA Liaison Committee to provide project updates. The Consultant will produce meeting materials, lead, and facilitate the Progress Meetings, and prepare a summary of action items resulting from the meetings (1-hour, virtual and in-person meetings).
- 5.2 Council Meetings. The Consultant will prepare for and attend two (2) in-person City Council meetings. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour, in-person meetings).

Task 5 Deliverables:

- Summary of action items from the Progress Meetings.
- Electronic copies of meeting presentations.

City Responsibilities:

- The City will conduct all internal coordination required to identify City staff to attend the Progress Meetings.
- The City will provide the names and email addresses of all staff identified to attend each Progress Meeting.

Task 6 – ArcGIS Online Dashboard

- 6.1 The Consultant will develop an ESRI dashboard for viewing and filtering select attributes of the facility geodatabase (compliance, cost, and priority). The dashboard will provide online access to the project database, PDF reports, and project photos to support future

City project improvement planning. Updates to the ESRI dashboard will be considered Additional Services. The Consultant will provide the following deliverables to the City:

Task 6 Deliverables:

ESRI dashboard built and hosted on the City's internal GIS system for viewing and filtering select attributes of the facility geodatabase (compliance, cost, and priority).

Notes and Assumptions

Our Scope and Fee are based on the following:

1. Fees are to perform each task one time. Revisions to address Jurisdictional or City review comments will be made on an hourly basis under the appropriate Submittals Task.
2. Our services will be performed in general accordance with current published FHWA guidelines.
3. Effort resulting from changes to the project direction after the commencement of our work will be additional services.
4. It is expected that the City provide all requested documents and GIS shapefiles as needed. Any recreation of data will be considered an additional service. The Consultant will not be liable for errors or omissions in the provided material.
5. No survey will be acquired as part of this project. Any exhibits or concepts produced are not intended for construction purposes and will be preliminary.
6. It is expected that the City of San Angelo will coordinate and correspond with ADA Liaison committee members, scheduling times, dates, and venues for in-person and virtual meetings. Review draft documents and presentations promptly to adhere to the project schedule.
7. Services that are not specified under the Scope of Services, including any additional meetings requested by the City, will be provided as additional services when requested and authorized in writing by the City. Compensation for additional services will be on a time and materials basis in accordance with our Standard Hourly Rate Schedule.

Additional Services

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

- Evaluation and reporting of facilities not listed in Task 3
- Evaluation of areas used only by employees as work areas
- Providing printed copies of Appendices
- Social Media Content/Management
- Additional Reports or Documents
- Creation of new datasets such as roadway inventory, traffic volumes, etc.
- Additional Meetings
- Traffic counts, traffic projections, traffic signal timing
- PS&E Design Services
- Preparation for and attendance at meetings besides meetings identified above
- Assist the City as an expert witness in litigation in connection with the project or in hearings before approval and regulatory agencies

- Coordination with outside agencies, other than the City of San Angelo
- Any services not listed in the Scope of Services

Schedule

The Consultant will provide its services as expeditiously as practicable and work with the City to develop a mutually agreeable schedule.

- End of Scope of Services –

EXHIBIT "B"
PROJECT SCHEDULE

The Consultant will provide the services outlined in Exhibit A within 15 months following notice to proceed from the City.

EXHIBIT "C"
FEE BREAKDOWN

The Consultant will perform the services in Tasks 1 - 6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the City.

Task and Fee Summary Table

Task #	Task Name	Fee
1.0	Project Management	\$18,500
2.0	Project Kick-off Meeting	\$7,500
3.0	Facilities Review	
3.1.1	<i>Buildings</i>	\$157,000
3.1.2	<i>Signalized Intersections</i>	\$32,000
3.1.3	<i>Sidewalk Corridors</i>	\$110,000
3.1.4	<i>Unsignalized Intersections</i>	\$119,000
3.1.5	<i>Downtown Area Parking</i>	\$32,000
3.1.6	<i>Railroad Crossings</i>	\$8,000
4.0	Transition Plan Development	\$33,000
5.0	Meetings	
5.1	Progress Meetings	\$5,000
5.2	Council Meetings	\$9,000
6.0	ArcGIS Online Dashboard	\$19,000
Lump Sum (LS) Total		\$550,000

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

EXHIBIT "F"
CERTIFICATE OF INTERESTED PARTIES (FORM 1295)
(SEE ATTACHED)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Kimley-Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2023-1104801

Date Filed:
12/15/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Angelo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

121423
Development of an ADA Transition Plan for the City of San Angelo

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cook, Richard N	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is SARAH MEZA, and my date of birth is 05/14/1981.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 15TH day of NOVEMBER, 20 23.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Memo

To: Tina Dierschke, Finance Director
From: Patrick Frerich, Director of Operations
Date: 02/06/2024
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Safe Streets for All Grant for a Safety Action Plan and the ADA Transition Plan

Source of Funding:

\$650,000 will be used from the Solid Waste Fund Balance and \$400,000 will be grant funded.

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

Project/Budget to be amended	Revenue	Expense
ADA Transition Plan		
General Capital Projects Fund	550,000	550,000
Safe Streets for All Grant		
Grant Funds	400,000	
Local Match (Solid Waste)	100,000	
Safety Action Plan		500,000
Solid Waste Fund		650,000

Additional Comments:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: February 6, 2024

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance designating Reinvestment Zone No. 24-1 to be located at Lot 1, Block 2, Section 3, Southwest Plaza Addition, also known as 2702 W. Loop 306, for the purpose of providing an ad valorem commercial-industrial tax abatement (Presentation made by Economic Development Interim Director Michael Dane)

Staff Recommendation:

Adopt

Summary/History:

Technology Tower, LLC is a partnership of two existing San Angelo companies in the communications technology industry. They have purchased the existing Sitel Building located at 2702 West Loop 306 and anticipate relocating both company operations. They plan to invest approximately \$5.1M in capital investment including the purchase of the building, building renovation and infrastructure improvements. The building will also provide space for a data center. They currently have 59 employees at an average salary of \$51,000 and anticipate hiring an additional 20 employees. The building was previously vacant.

COSADC approved a resolution at their May 24, 2023 meeting to provide economic development incentives to Technology Towers, LLC. Proposed incentives included \$200,000 for a capital investment incentive to be split between purchase of the building and completion of renovations. \$50,000 for job creation of 20 FTEs at \$2,500 per FTE.

COSADC also recommended Council consider extending a tax abatement of City property tax on the property.

This item was approved by COSADC at their meeting on May 24, 2023 and ratified by City Council at their meeting on June 6, 2023.

At their meeting on October 3, 2023 City Council approved the renewal of Chapter 1 "General Provisions", Article 1.09 "Taxation", Division 3 "Uniform Tax Abatement Policy", of the City Code of Ordinances.

Technology Towers, LLC has requested a tax abatement in accordance with the ordinance.

According to the approved Tax Abatement Policy, a capital investment of \$2.5M - \$5M (the proposed increase in value) would receive a 60% tax abatement for a period of up to 7 years, limited, however, "no more than five tax years next following the timely and successful completion of the project."

Assuming current tax rates and a 7 year rebate at 60% of the increase in appraised value, the total tax rebate would be approximately \$89,484.00 over the seven year period of the abatement.

There are six (6) specific steps required by State law to establish a Reinvestment Zone. These are as follows:

1. Adopt Guidelines & Criteria - COMPLETE
2. Designate a Reinvestment Zone
 - Provide 7 day notice of Public Hearing
 - Hold Public Hearing
 - Adopt Ordinance Establishing Reinvestment Zone
3. Statement of Abatement Eligibility
4. Public Notice
 - Provide 30 days notice of meeting
 - Approval of Agreement at Public Hearing
 - Provide written notice to other Taxing Entities
5. Enter Into Agreement
6. Mandatory Reports to Comptroller's Office

City Council heard a presentation of this item at their meeting on November 21, 2023 and supported moving forward with the item.

Funding Source(s):

Financial Impact:

No fiscal impact at this time.

Other Information/Recommendation:

Attachments:

- | | |
|--|---|
| 1. Ordinance Technology Towers Reinvestment Zone Final | Ordinance Technology Towers Reinvestment Zone Final.pdf |
|--|---|

Presentation:

Michael Dane

Approvals/Reviews:

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

AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, DESIGNATING REINVESTMENT ZONE NO. 24-1 TO BE LOCATED AT LOT 1, BLOCK 2, SECTION 3, SOUTHWEST PLAZA ADDITION, ALSO KNOWN AS 2702 WEST LOOP 306, PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA QUALIFIES TO BE DESIGNATED AS A REINVESTMENT ZONE AND THE IMPROVEMENTS SOUGHT ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE CITY; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of San Angelo reauthorized Chapter 1 “General Provisions”, Article 1.09 “Taxation”, Division 3 “Uniform Tax Abatement Policy” of the City of San Angelo Code of Ordinances, on October 3, 2023; and

WHEREAS, in conjunction with reauthorizing the Uniform Tax Abatement Policy, City Council passed Resolution No. 2023-095 on October 3, 2023, which provided that the City of San Angelo elects to participate in tax abatement agreements pursuant to Chapter 312 of the Texas Tax Code; and

WHEREAS, Technology Towers, LLC has applied for designation as a reinvestment zone and for commercial-industrial tax abatement of the increase in ad valorem taxes on its property located at 2702 West Loop 306 for improvements of up to \$5.1 M made on or after January 1, 2024; and

WHEREAS, on February 6, 2024, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the property described in Exhibit “A” as Reinvestment Zone No. 24-1, and notice of such public hearing was published in a newspaper of general circulation in the City of San Angelo not later than the seventh day before the date of the scheduled hearing; and

WHEREAS, written notice of the public hearing was also provided to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed Reinvestment Zone No. 24-1.

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

SECTION 1: The facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

SECTION 2: The City Council, after conducting a public hearing and having considered all relevant evidence and testimony, has made the following findings and determinations based on such evidence and testimony:

A. That a public hearing on the designation of Reinvestment Zone No. 24-1 was properly called, held, and conducted, and that notice of such hearing was published and provided in accordance with the law; and

B. That the boundaries of Reinvestment Zone No. 24-1 should be the proposed area of land more fully described in the property description attached hereto as Exhibit “A” and depicted on the map attached hereto as Exhibit “B”; and

C. That the improvements sought to be made in Reinvestment Zone No. 24-1 are feasible and practical and would be a benefit to the land to be included therein and to the City of San Angelo following expiration of an executed tax abatement agreement; and

D. That the area of land to be designated as Reinvestment Zone No. 24-1 is reasonably likely, as a result of this designation, to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and would contribute to the economic development of the City of San Angelo.

SECTION 3: Pursuant to Chapter 312 of the Texas Tax Code, the real property described in Exhibit "A" and depicted in Exhibit "B", is hereby designated as a reinvestment zone and for identification is assigned the name "Reinvestment Zone No. 24-1". The property within Reinvestment Zone No. 24-1 is eligible for commercial-industrial tax abatement effective on the final passage of this Ordinance. The designation of Reinvestment Zone No. 24-1 shall expire five (5) years after the final passage of this Ordinance but may be renewed as provided by law.

SECTION 4: The designation of Reinvestment Zone No. 24-1 does not obligate the City of San Angelo to enter into any tax abatement agreement with any person or entity for the abatement of taxes for any real or personal property located within the zone, or any other City provided incentives.

SECTION 5: Should any section, provision, clause, or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6: This Ordinance shall be effective on, from and after final passage by City Council.

INTRODUCED with public hearing the 6th day of February, 2024 and finally PASSED this 20th day of February, 2024.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

EXHIBIT "A"

EXHIBIT A
LEGAL DESCRIPTION

TRACT I:

All of Lot One(1); Block Two(2), Section Three (3), SOUTHWEST PLAZA ADDITION, City of San Angelo, Tom Green County, Texas, according to the map or plat of record in Volume 4, Page 135, Plat Records, Tom Green County, Texas.

TRACT II: (Easement Estate)

Non-exclusive Easement for access, underground utility and drainage, out of Section Three(3) SOUTHWEST PLAZA ADDITION, City of San Angelo, Tom Green County, Texas, as created in Special Warranty Deed executed by GTE Southwest Incorporated, to Sitel Corporation, dated December 13, 1995, filed for record on December 18, 1995 in Volume 508, Page 942, Deed Records, Tom Green County, Texas, and being over the tract of land more fully described as follows:

BEING 2.972 acres of land out of E.B Cogswell Survey 3, Tom Green County, Texas, and being a part of that land shown on Section Three, Southwest Plaza Addition to the City of San Angelo, on a Subdivision Plat recorded in Volume 4 at Page 135 of the Plat Records of Tom Green County, Texas, said 2.972 acres of land being that area shown on said Plat as a 80 foot Access, Underground Utility and Drainage Easement, and said 2.972 acres of land are more particularly described as follows:

BEGINNING at an iron pipe on the S.L. of said Section Three, and on the North Right-of-way of State Highway Loop 306 for the Southwesterly corner of this tract, from which an iron pipe at the SW corner of said Section Three brs. N 67° 52' 49" W 214.91 feet;

THENCE with the E.L. of Lot 1, Blk. 2, of Section Three, in a curve left, having a radius of 230.00 feet and a Central Angle, for this part of said curve, of 49° 47' 45", for a curve distance of 199.89 feet to an iron pipe at the Point of Tangency;

THENCE continuing with the E.L. of said Lot 1, N 32° 29' 43" E 131.10 feet to an iron pipe at the Point of Curvature;

THENCE with the E.L. of said Lot and with the E.L. of Lot 2, of said Blk. 2, in a curve right, having a radius of 1290.00 feet and a Central Angle of 130 33' 05", for a curve distance of 305.11 feet to an iron pipe at the Point of Tangency;

THENCE continuing with the E.L. of said Lot 2, N 46° 03' 48" E 96.78 feet to an iron pipe at a Point of Curvature;

THENCE with the E.L. of said Lot 2 and the E.L. of Lot 3, of Block 2, in a curve left, having a radius of 620.00 feet and a Central Angle of $33^{\circ} 30' 00''$, for a curve distance of 362.50 feet to an iron pipe at the Point of Tangency;

THENCE continuing with the E.L. of Lot 3 and the E.L. of Lot 4, of Blk. 2, N $12^{\circ} 32' 45''$ E 482.11 feet to an iron pipe at a Point of Curvature;

THENCE continuing with the E.L. of Lot 4, in a curve left, having a radius of 20.00 feet and a Central Angle of $83^{\circ} 27' 47''$, for a curve distance of 29.13 feet to an iron pipe at the Point of Tangency, on the S.L. of Sunset Drive and the N.L. of said Section Three, for the Northwestern corner of this tract;

THENCE with the E.L. of Sunset Drive and with the N.L. of said Section Three, S $70^{\circ} 54' 59''$ E 131.62 feet to an iron pipe for the Northeast corner of this tract;

THENCE with the W.L. of Lot 13, of Blk. 1, of said Section Three, in a curve left, having a radius of 20.00 feet and a Central Angle of $90^{\circ} 13''$, for a curve distance of 31.43 feet to an iron pipe at the Point of Tangency;

THENCE continuing with the W.L. of said Lot 13, S $19^{\circ} 02' 48''$ W 96.23 feet, to an iron pipe;

THENCE continuing with the W.L. of Lot 13, and with the W.L. of Lot 11, of Blk. 1, S $12^{\circ} 32' 48''$ W 373.77 feet to an iron pipe at a Point of Curvature;

THENCE continuing with the W.L. of Lot 11 and with the W.L. of Lot 10, of said Blk. 1, in a curve right, having a radius of 700.00 feet and a Central Angle of $33^{\circ} 30' 00''$, for a curve distance of 409.28 feet to an iron pipe at the Point of Tangency;

THENCE continuing with the W.L. of Lot 10, S $46^{\circ} 02' 48''$ W 96.78 feet to an iron pipe at a Point of Curvature;

THENCE continuing with the W.L. of Lot 10, and with the W.L. of Lots 9 and 8, of Blk. 1, in a curve left, having a radius of 1210.00 feet and a Central Angle of $13^{\circ} 33' 05''$, for a curve distance of 286.19 feet to an iron pipe at the Point of Tangency;

THENCE continuing with the W.L. of Lot 8 and with the W.L. of Lot 7, of said Blk. 1, S $32^{\circ} 29' 43''$ W 215.65 feet to an iron pipe at a Point of Curvature;

THENCE continuing with the W.L. of Lot 7, in a curve left, having a radius of 30.00 feet and a Central Angle of $121^{\circ} 39' 07''$, for a curve distance of 63.70 feet to an iron pipe on the S.L. of said Section Three and on the North Right-of-way of State Highway Loop 306, for the Southeast corner of this tract;

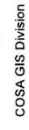
THENCE with the S.L. of Section Three and with the North Right-of-way of said Loop 306, N 89° 09' 24" W 45.05 feet to a point;

THENCE continuing with the S.L. of said Section Three and with the North Right - of - way Loop 306, in a curve right, having a radius of 1399.69 feet and a Central Angle, for this part of said curve, of 7° 07' 46", for a curve distance of 174.17 feet to the place of beginning, the herein described tract containing 2.972 acres of land.

Being the same property acquired by Sitel Operating Corporation, successor in interest to Sitel Corporation, by Special Warranty Deed dated December 13, 1995, and recorded in Volume 508, Page 942 of the real property records of Tom Green County, Texas.

The map illustrates the proposed reinvestment zone, which is a large, irregularly shaped area outlined in black. The zone is located in the central part of the map, near the intersection of Sul Ross St and W Loop 306 Frontage Rd. The address 2702 is prominently displayed within the zone. Surrounding the zone are various streets and landmarks, including Village Park Dr (pvt.), Jack Bates Dr, and W Loop 306 Frontage Rd. The map also shows numerous residential lots with their respective addresses, as well as several businesses and landmarks, such as Rodeway Inn, West Tx Christian Foundation, Village Trl (pvt.), Village East Retirement, and Sedona Ranch. The map is oriented with North at the top, and the proposed reinvestment zone is clearly marked for identification.

Parcels



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Aaron Vannoy, Assistant Director, Planning and Development Services

Meeting Date: February 6, 2024

Item type: Regular Item

Caption:

Consider approving Tax Increment Reinvestment Zone (TIRZ) incentive funding for six South TIRZ private projects totaling \$377,462.42 (Presentation by Planning & Development Services Assistant Director Aaron Vannoy)

Staff Recommendation:

Approve

Summary/History:

At the monthly meeting of the TIRZ Board conducted on January 23, 2024, the TIRZ Board unanimously voted 7-0 to fund 6 South TIRZ projects for a total of \$377,462.42.

Below is a summary of each of the six recommended incentive projects:

The Cactus Hotel located at 32 E Twohig: The funding request from the applicant was \$75,000 and the TIRZ Board recommended funding at 100% for a total of \$75,000. The summary of work is to replace the fabric awnings with the same colored metal awning, and upgrade the door units and doorway framework for ADA compliance.

The Spur Building located at 40 W. Twohig: The funding request from the applicant was \$75,000 and the TIRZ Board recommended funding at 100% for a total of \$75,000. The summary of work is to renovate and modernize the elevator to meet ADA access for the second and third floors of the Spur Building. This would allow occupancy of more than the 1st floor.

Platuea Brewing located at 214 S. Chadbourne: The funding request from the applicant was \$56,701.48 and the TIRZ Board recommended funding at 100% for a total of \$56,701.48. The summary of work is to update some facade improvement and add an outdoor patio space behind the building.

Jost Landscaping located at 202 N Martin Luther King Blvd: The funding request from the applicant was \$75,000.00 and the TIRZ Board recommended funding at 100% for a total of \$75,000. The summary of the work is a full facade improvement, and adding full landscaping to strengthen the visual appeal in the area.

Blue Buffalo Art Gallery located at 123 N Chadbourne: The funding request from the applicant was \$20,760.94 and the TIRZ Board recommended funding at 100% for a total of \$20,760.94. The summary of the work is some facade improvement by adding back the original style awning, enhancing the exterior of the

gallery and the entryway of Downtown by adding a mural.

Clarion Hotel located at 441 Rio Concho Dr: The funding request from the applicant was \$75,000 and the TIRZ Board recommenced funding at 100% for a total of \$75,000. The summary of the work is a full exterior repaint of the multi-story hotel and conference center.

Funding Source(s):

Financial Impact:

Each applicant has a financial investment of their project as follows:

The Cactus Hotel: \$75,000
The Spur Building: \$75,000
Platuea Brewing: \$56,701.48
Jost Landscaping: \$75,000
Blue Buffalo: \$20,760.94
The Clarion Hotel: \$75,000

Total from South TIRZ funds: \$377,462.42

Other Information/Recommendation:

Attachments:

1.	32 E Twohig	32 E Twohig.pdf
2.	40 W Twohig	40 W Twohig.pdf
3.	202 MLK Project	202 MLK Project.pdf
4.	441 Rio Concho	441 Rio Concho.pdf
5.	Blue Buffalo Art Gallery- TIRZ APP	Blue Buffalo Art Gallery- TIRZ APP.pdf
6.	Plateau Brewing Company TIRZ app	Plateau Brewing Company TIRZ app.pdf

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy	Created/Initiated
Aaron Vannoy	Approved
Holly Voth	Approved
Aaron Vannoy	Approved
Theresa James	Approved
Heather Stastny	Final Approval

SUMMARY OVERALL SCOPE OF WORK TO BE PERFORMED

**Historic City Center Project, Inc. (DBA Cactus Hotel)
36 East Twohig Avenue, San Angelo, TX 76903**

The work program visualized herein is a restoration / revitalization of the façade of the Cactus Hotel. The work program includes three distinct parts:

1. Restore the 18 awnings attached to the east and south faces of the building by replacing the tattered / missing cloth with custom fabricated metal material. This process will also entail cleaning, repairing and painting the awning framework.
2. Paint (to match existing color) the first floor doors, window trim, awning framework and metal infrastructure.
3. Replace current, outdated / worn-out façade door frameworks with ADA door entry systems to include an ADA security locking system. This upgrade which will enhance the building and tenant security and enable the use pattern of the building to be converted from a single owner/user to a multi-user property.



TIRZ INCENTIVES APPLICATION & CHECKLIST



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

SECTION 1: PROPERTY INFORMATION

Business Name: Cactus Hotel Date: November 29, 2023

Business Owner (if different from above): Historic City Center Project, Inc.

Business Address: 36 East Twohig Ave., San Angelo, Tx 76903-6441 Mailing Address P. O. Box 1991, San Angelo, Tx 76902-1991

Business Phone: 325-944-4444 Secondary Phone: 325-234-7777

Email: lee.pfluger@cactushotel.net Fax: N/A

Property Owner: Historic City Center Project, Inc.

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

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

SECTION 2: ELIGIBILITY INFORMATION

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

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

☒ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. The Cactus Hotel is a multi-use property in the

☒ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. heart of downtown San Angelo. It provides services

☒ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. and benefit for all 4 category activities promoted

☒ CATEGORY D - RETAIL/SALES - contributes a commercial business. through the TIRZ community "mixed use" mission.

SECTION 3: INCENTIVE CATEGORIES

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

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

SECTION 4: FUNDING LEVEL

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

4A. The amount of funding requested is:

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

4B. The total estimated project cost is: \$126,843.

4C. The amount of funding requested is: \$75,000, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: \$51,843, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

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

Does the proposed project:

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

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

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

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

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

SECTION 7: STATEMENT OF UNDERSTANDING:

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

Signature of Property Owner Addison Lee Ruge Date: 29 Nov 2023

SECTION 6: REPRESENTATIVE:

I hereby designate _____ as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: _____.

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

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST

DATE

NARRATIVE PROPOSED PROJECT CRITERIA

This Project is primarily motivated by the need to replace the damaged awnings around the street level facade of the Cactus Hotel and the urgent need to increase the level of security for the building and its tenants. The street level restoration would not be completed, however, without refreshing the doors and trim with a fresh coat of paint.

When the Cactus restoration is completed, the completed façade will positively reflect on the built environment provided by the recently completed Shannon Pharmacy and Oncology Complex.

1. Improve pedestrian and vehicular infrastructure?

Awnings over the sidewalk around the Cactus Hotel offer pedestrians a cool, shaded walkway as they travel in downtown San Angelo.

2. Provide or reinforce usable & defined space?

Replacing the damaged awnings with historically compatible replacements reinforces the historic character of the Cactus Hotel. Modern security access will restrict movement into the building to appropriate persons and provide Cactus tenants with an enhanced sense of security.

3. Strengthen the focus area's identity?

The Cactus Hotel does more than just identify itself, it stands as a beacon, calling our community's attention to the center and heart of our community.

4. Support the goals of making the area a cultural, leisure and tourist destination?

As an iconic, historical building, any activity that enhances the ambiance and historical character of the Hotel make it more attractive as a tourist destination.

5. Promote mixed-use development?

An attractive, well-maintained façade enhances the building's range and variety of clients and uses. Upgrading the entrances and providing "state of the art" ADA security systems will facilitate the change from single owner / operator use to a mixed-use pattern by multiple owners and operators.

6. Utilize architectural styles that compliment historic areas already in existence?

The style of replacement awnings and door structures proposed in this Project (and approved by the DHRC) is compatible with and complimentary to the original 1929 design of the Cactus Hotel.

NARRATIVE PROPOSED PROJECT CRITERIA CONT.

7. Help to mitigate or eliminate undesirable views or outside storage?

The current awnings have been severely damaged by sun, the recent ice storm and high velocity wind currents that circle the Cactus Hotel. Replacing the damaged awnings will eliminate the unsightly views of the damaged awnings.

8. Implement environmentally friendly features such as green building materials, rainwater harvest or low energy heating and cooling?

Shade produced by the renovated awnings is nature's natural cooling system for the Cactus Hotel. The new entrance door systems will conserve energy by reducing air leakage because the doors and glass will fit tighter.

9. Included is a Match by the applicant.

Total projected Project costs are \$ 126,843.

Only 59 % (\$75,000) will be funded by TRIZ and 41 % (\$51,843) will be funded by applicant.



WORKSHEET A

Proposed Project Budget



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

Intended Match (money to be provided by applicant):

Total Estimated Project Cost:

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

Item #	Work to be Performed	Incentive Type / Match	Unit Cost	Total
	FAÇADE RESTORATION			
	A. AWNINGS (18)			
1.	Fabricate & install new awning covers	Façade Improvement		33,024
2.	Recondition awning frames			
	B. ENTRANCE DOORS (4)			
3.	Entrance Door Units – 3 Garage Entrances	Façade Improvement		18,987
4.	Entrance Door Unit – Twohig Entrance	Façade Improvement		15,912
5.	Entrance Door 4 ADA Locking Systems	Façade Improvement		22,080
6.	Electrical Upgrades to Doors	Façade Improvement		3,000
	C. PAINTING			
7.	Clean, Repair and Paint Street Level Doors & Façade Infrastructure Trim	Façade Improvement		18,000
	D. OTHER			
8.	Structural Repairs from Door Replacements & Electrical Extension	Façade Improvement		1,000
9.	Internet Extension	Façade Improvement		1,250
10.	Contractor's Fees – 12%	Façade Improvement		13,590



Phone: (325) 653-2888

Fax: 653-3090

Estimate

Date: 9/21/2023

96 W. 4th Street San Angelo, Tx 76903 www.hartmanroofing.com

Customer:

Cactus Hotel
36 E. Twohig
San Angelo TX

Job Address:

Same

Phone:

Stacia 234-1880
Lee 234-7777
lee.pfluger@cactushotel.net

Kirby Hartman 325-895-0855

Salesman

Insurance Co.

Claim #

Quantity	Unit	Specifications of Labor and Material Terms and Conditions	Unit Price	Amount
18	units	tear out old cloth awnings	\$1,700.00	\$30,600.00
		install new metal trim around edge		
		build a custom standing seam awning		
		do complete clean up		
		guarantee all work for 5 years		
1		commercial sales tax	\$2,424.50	\$2,424.50

Comments:

Total

\$33,024.50

All material is guaranteed as specified. All work is to be completed in a workmanlike manner according to standard practices. Deviations from above specifications involving extra costs will be executed only upon agreement by owner, and will become an extra charge on this contract. Labor and material warranty covers only work completed. Owner is to carry fire, tornado and other necessary insurance. At no additional cost to the customer, Hartman Roofing reserves the right to file for a supplemental insurance claim if the insurance adjuster's calculations are proven to be incorrect.

Kirby Hartman
kirby@hartmanroofing.com

This proposal may be withdrawn if not accepted within 60 days.

Customer



11 W. Washington Dr.
San Angelo, Texas 76903
(325) 655-6769
Tax # 1-75-0757402-2

11-28-2023

Proposal

Project: Cactus Hotel Garage

Angelo Glass and Mirror will furnish and install, in existing openings materials in the proposal details for the sum of: \$17,540.00 + Tax \$1,447.05 = \$18,987.05

Project Details:

1st Floor Garage: \$14,600 + Tax \$1,204.50 = \$15,804.50

- 1—96" x 99 1/4" exterior opening using Kawneer 450 dark bronze anodized framing, pair of Kawneer 350 medium stile entrance doors complete with top, bottom and intermediate pivots, one electrified intermediate pivot, 1- Von Duprin 33A non electrified rim panic, 1- Von Duprin 33A QEL electrified rim panic, 1- PS902 power supply and 1- Von Duprin keyed removable steel mullion. Glazed with 1/4" clear tempered safety glass.

2nd Floor Garage: \$1,650.00 + Tax \$136.13 = \$1,786.13

- Replace existing rim panic with new electrified rim panic

3rd Floor Garage: \$1,290.00 + Tax 106.43 = \$1,396.43

- Replace existing latch lock with new push paddle device and install electric strike.

Thank you for the opportunity

A handwritten signature in dark ink, appearing to read 'MC', followed by a horizontal line.

Murray Carson



11 W. Washington Dr.
San Angelo, Texas 76903
(325) 655-6769
Tax # 1-75-0757402-2

Proposal

11-28-2023

Project: Cactus Hotel Main Entrance

Angelo Glass and Mirror will furnish and install, in existing openings materials in the proposal details for the sum of: \$14,700.00 + Tax \$1,212.75 = \$15,912.75.

Project Details:

- 1—97" x 147" exterior openings using Kawneer 450 dark bronze anodized framing, pair of Kawneer 350 medium stile entrance doors complete with top, bottom and intermediate pivots, 1- electrified intermediate pivot, 1- Von Duprin 33A non electrified rim panic, 1- Von Duprin 33A QEL electrified rim panic, 1- PS902 power supply and 1- Von Duprin keyed removable steel mullion. Glazed with ¼" clear tempered safety glass.
 - 1—6'0" x 7'0" pair of doors

Thank you for the opportunity

Murray Carson



Proposal

Cactus Hotel
36 E Twohig
San Angelo, TX 76903

July 24, 2023

Cactus Hotel – Access Control – 4 doors

Dear Lee Pfluger,

Thank you for considering Ener-Tel Services as your solutions provider. Below is a list of materials provided for this installation.

This quote is for access control for 4 doors. We will provide door strikes for 2 doors and we will tie in hardware provided by others at 2 sets of double glass doors on the first floor. All doors will have card readers for entry access. This quote includes 50 access cards and 25 access fobs. Angelo Glass to provide and install electronic crash bar and power supply for double doors. Door strikes on floor 2 and 3 may require some door work or adjustments if the latch hangs. Door work is not included in this quote. Some wire maybe exposed due to access issues. Electrician to provide power, enclosure, wire, conduit and wire labor. Angelo Glass to provide new doors with electronic panic hardware and power supply.

- (1) Intellium server
- (1) Switch
- (2) surface mount door strikes
- (4) Card readers
- (1) UPS for server
- (50) Access Cards
- (25) Access Fobs
- Installation
- Programming

How much For Additional CARDS?
Compute Program For Programming?

The price for this proposal is **twenty-one thousand three hundred thirty-three dollars and 00/100 dollars, (\$21,330.00)**; which excludes sales tax.

750.00 switch
22,080.00

Door 1 (Twohig street) \$9,180.00 plus tax
Door 2 (1st floor parking garage) \$3,300.00 plus tax
Door 3 (2nd floor parking garage) \$4,425.00 plus tax
Door 4 (3rd floor parking garage) \$4,425.00 plus tax

This proposal excludes permits, painting, patching, network, 120 VAC, internet connectivity, and conduit. This system includes a one (1) year installation warranty. Due to possible supply chain disruptions, price and product is subject to change. This proposal is valid for 14 days.

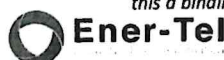
Thank you for considering us as your solution provider, if you have any questions on this proposal please contact us.

Sincerely,
Carrie Maier
Sr. Sales Associate
325-656-8375
Carrie.Maier@Ener-Tel.com

Approved By

Date

By signing above, you approve and agree to the terms of this agreement, making this a binding contract.



Ener-Tel Services I, LLC

1911 S. Bryant Blvd. • San Angelo, Texas 76903 • (325) 658-8375 • www.Ener-Tel.com
B04140401 • ACR-2172540 • SCR-G-2286903 • TACLA-2216C

Premier Electrical Solutions

1021 Ardmore St
San Angelo, TX 76905 US
+1 3253404166
office@premierelectricalsolutions.net



Estimate

ADDRESS

Lee Pfluger
Lee Pfluger
PO Box 1991
San Angelo, Texas 76902
United States

ESTIMATE
DATE

Cactus Card Access
04/18/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	16 Electrical & Lighting			
	This price includes labor and material for the following: *Adding power and data for card access equipment on 3 floors ** Budgetary price for adding card access to 4 door locations**	1	3,000.00	3,000.00

NOTES				
*Price does not include any card access equipment				
*Price includes running data wiring to nearest server				
*Price is assuming access may be cut on 3rd floor mudroom				
Price was verbally discussed on 11/29/2023 with Mr. Pfluger				
SUBTOTAL				3,000.00
TAX				0.00

TOTAL				\$3,000.00

Accepted By

Accepted Date

ESTIMATE

JL Painting LLC
6702 Grand Canal Ct
San Angelo, TX 76904

2215jmac@gmail.com
+1 (325) 895-1162

Hughes Home Builders LLC

Bill to
Hughes Home Builders LLC

Estimate details
Estimate no.: 1002
Estimate date: 11/27/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Cactus Hotel				\$0.00
2.		Services Prep and paint windows and Awnings, Prep and paint metal staircase				\$18,000.00
					Total	\$18,000.00



TIRZ INCENTIVES APPLICATION & CHECKLIST



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

SECTION 1: PROPERTY INFORMATION

Business Name: Diamond L Enterprises Co Date: 11-20-23

Business Owner (if different from above): _____

Business Address: 1070 Templin Rd San Angelo, TX Mailing Address: 1070 Templin Rd San Angelo, TX

Business Phone: 325-651-9212 Secondary Phone: _____

Email: TLDiamondL@aol.com Fax: _____

Property Owner: Diamond L Enterprises Co

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

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

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☐ TIRZ - North Eligibility Area ☒ TIRZ - South Eligibility Area

(NOTE: See attached maps)

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

- ☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____
Elevator modernization - make upper floors available
- ☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____
- ☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____
- ☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

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

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

SECTION 4: FUNDING LEVEL

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

4A. The amount of funding requested is:

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

4B. The total estimated project cost is: 184,000.00.

4C. The amount of funding requested is: 75,000.00, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: 75,000.00, as detailed on Worksheet A, attached.

109,000

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

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

Does the proposed project:

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

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

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

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

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

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

Signature of Property Owner _____

Date: 11-17-23

SECTION 6: REPRESENTATIVE:

I hereby designate _____ as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: _____.

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

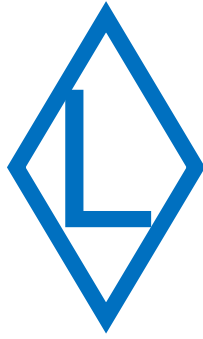
FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST _____

DATE _____

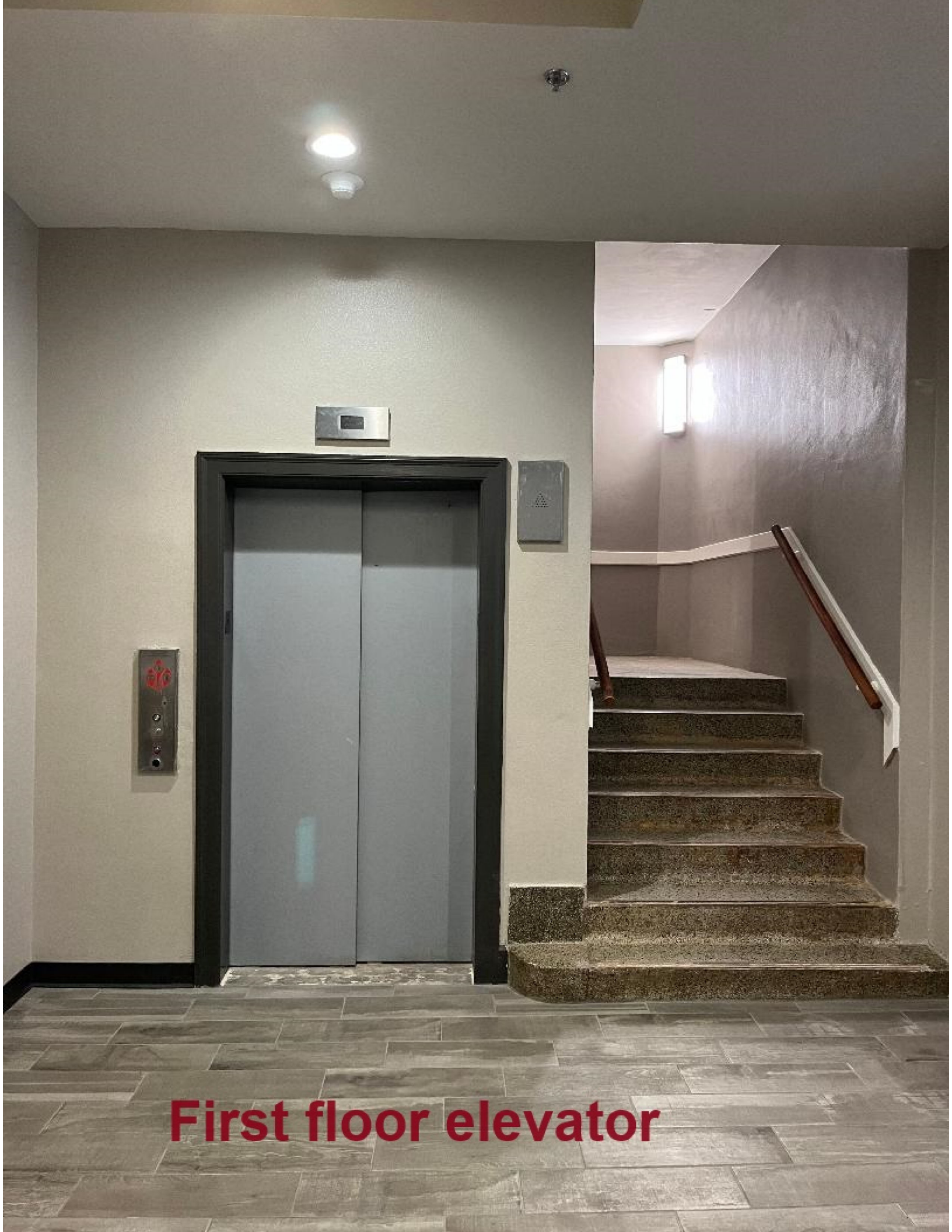
[illegible]



Diamond L Enterprises

1070 Templin Road
San Angelo, TX 76904
Office (325)651-9212

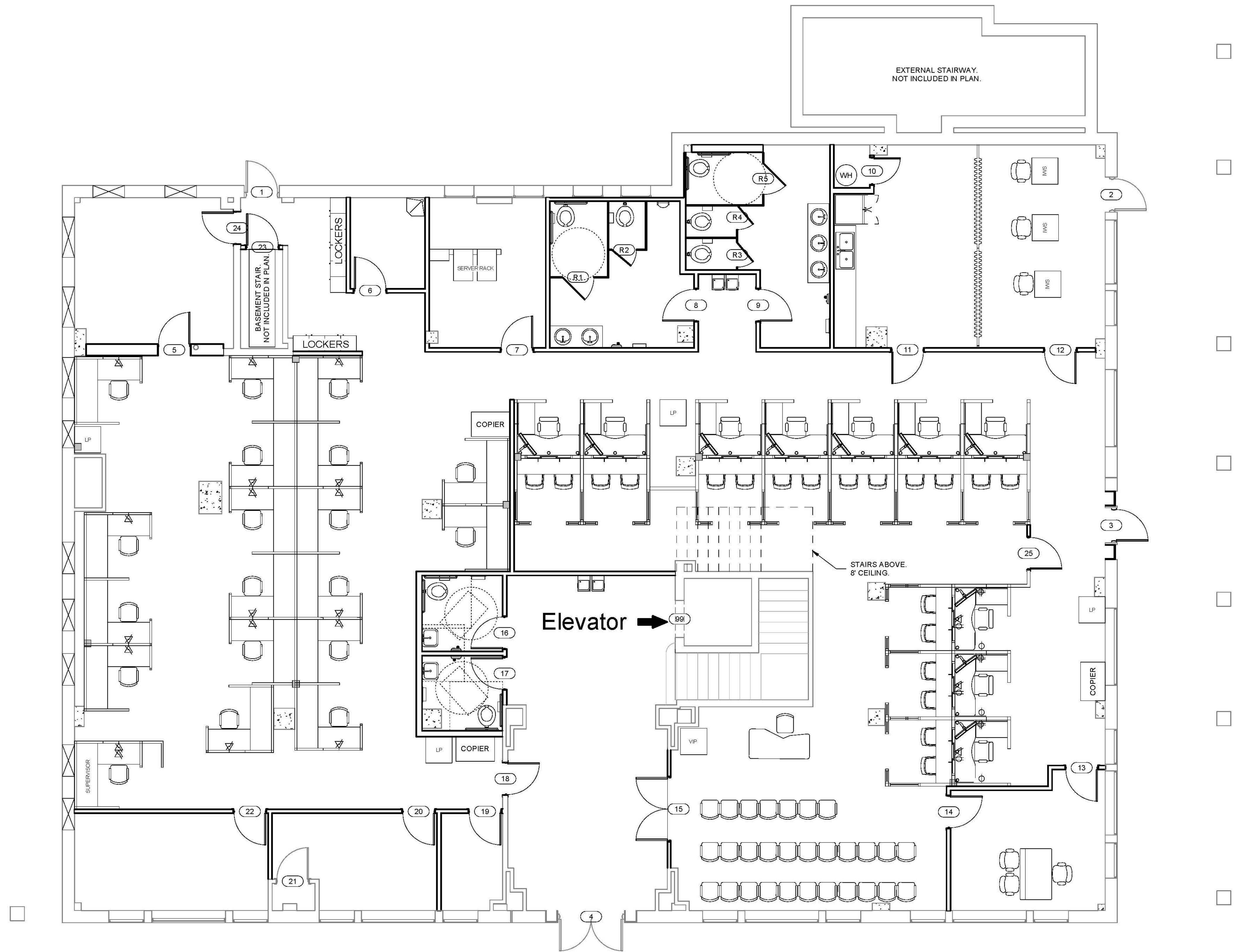
40 W Twohig, also known as the Spur Building was purchased in 2019. I have completed the restoration of the first floor and have acquired tenants with a long-term contract. At this time, I am attempting to complete and occupy additional floors, with this comes the necessity for the elevator. The traction elevator was upgraded in 1984 but is not compliant for today's codes and regulations. A complete modernization is needed to meet current standards. All the mechanical and electrical components are to be replaced. This is a sizeable investment and the TIRZ funding would be a great help



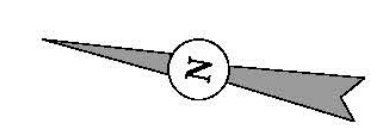
First floor elevator



Elevator under repair



FLOOR PLAN - PROPOSED WITH FURNITURE
1 3/16" = 1'-0"



100% CD

1ST FLOOR FLOOR PLAN - FURNITURE PLAN

SPUR BUILDING
40 WEST TWOHIG
SAN ANGELO, TEXAS

MR. TRAY LENNON
1070 TEMPLIN ROAD
SAN ANGELO, TEXAS 76904

THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY JERRY P. WHITE, P.E. 110408 AND ENGINEERING, LLC #F-7608 09/10/20

SKG
ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT
18 SOUTH LANE STREET
SAN ANGELO, TEXAS 76903
PHONE: 325.657.1595
FAX: 325.657.6189
FIRM REGISTRATION NUMBER F-7608
www.skg.com

REVISIONS	
18/02/21 - ADDED DOOR TAGS	
*ADDED DOORS 23, 24 AND 25	
DESIGNED BY:	DWG. DATE:
JJP	09/10/20
JOB NO.	SHEET NO.
18-E-1378	A1.3
SCALE:	
3/16" = 1'-0"	



TIRZ INCENTIVES APPLICATION & CHECKLIST



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

SECTION 1: PROPERTY INFORMATION

Business Name: Jost Landscape / Water Services Date: 10/25/2023

Business Owner (if different from above): _____

Business Address: 202 Martin Luther King Mailing Address 236 W 2nd St. San Angelo Tx, 76903

Business Phone: 325.656.3886 Secondary Phone: _____

Email: katwill2@msn.com Fax: _____

Property Owner: Paul Jost

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

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

SECTION 2: ELIGIBILITY INFORMATION

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

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

☒ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. Office Space
Storage and equipment parking.

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

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

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

SECTION 3: INCENTIVE CATEGORIES

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

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

SECTION 4: FUNDING LEVEL

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

4A. The amount of funding requested is:

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

4B. The total estimated project cost is: \$115,743.15

4C. The amount of funding requested is: \$75,000, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: \$41,340.11, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

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

Does the proposed project:

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

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

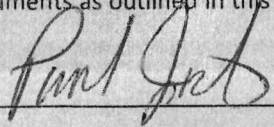
The following documents - in addition to a completed application - are minimum requirements.

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

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

SECTION 7: STATEMENT OF UNDERSTANDING:

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

Signature of Property Owner  Date: 10/25/2023

SECTION 6: REPRESENTATIVE:

I hereby designate Paul Jost as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: 325.656.3886

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

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST

DATE

TIRZ INCENTIVES APPLICATION AND CHECKLIST

PAUL JOST



WORKSHEET

202 Martin Luther King



Summary

Scope of work to include Exterior Façade improvements such as new Facia, Windows, Garage doors, masonry, and wood for a completely new building façade. Exterior improvements to include new fencing, gates, landscaping, driveway, and drainage. Interior improvements to include new main power and sub panels, interior electrical, HVAC system, plumbing fixtures, flooring, painting, lighting, and security systems.

Narrative

Proposed project will strengthen the areas visual appeal to match neighboring office building façade and landscaping bringing the deteriorated buildings aesthetics from an undesirable look to a new enhanced look. Improve the efficiency of the electrical and HVAC systems and bring the electrical supply up to code. Remove the deteriorated metal panels and roof gables to promote a new exterior look.



WORKSHEET A

Proposed Project Budget



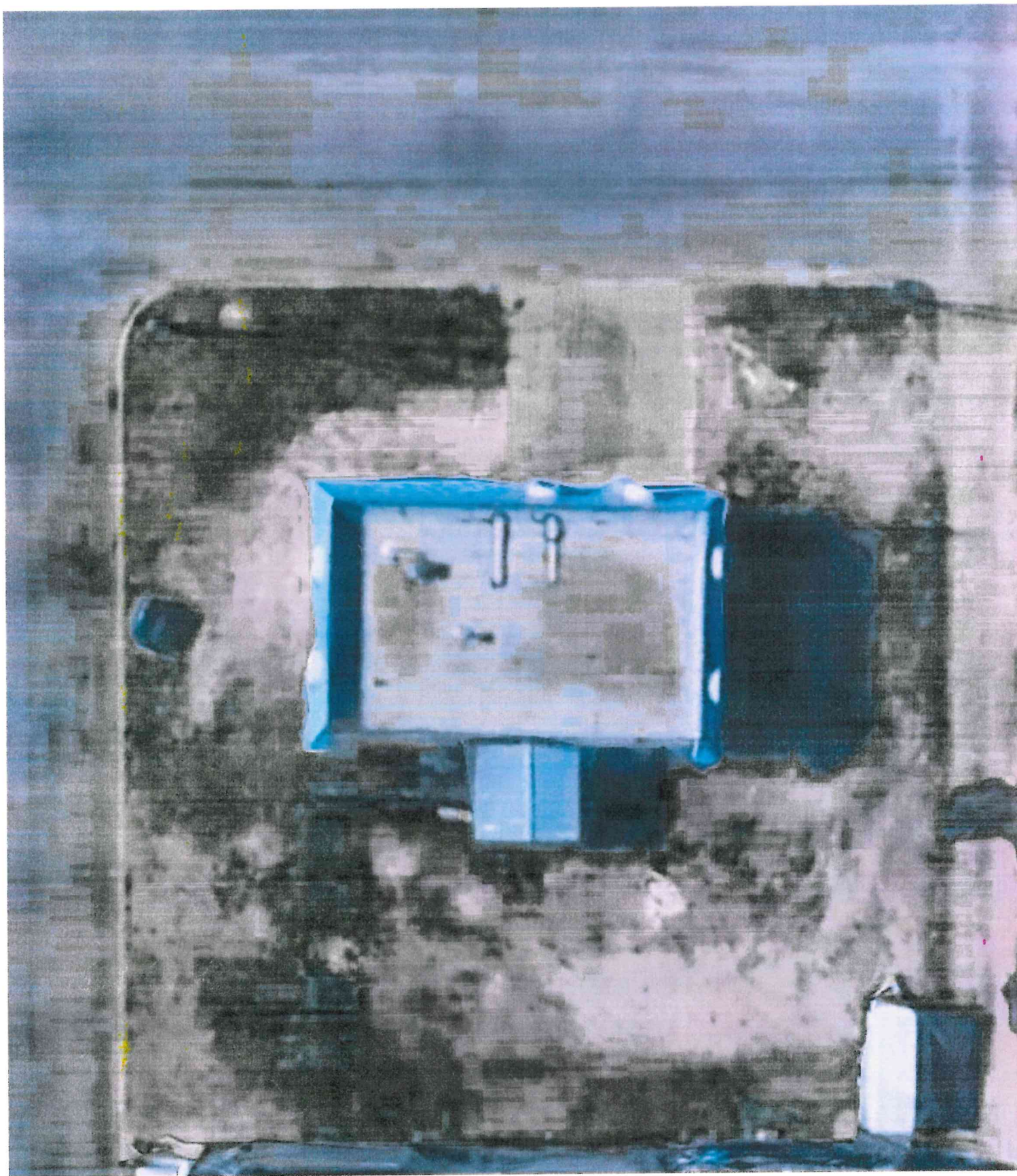
Below is a chart for summarizing the proposed project's scope & associated costs. All guidelines outlined in the TIRZ Incentive Policy, adopted 07/21/15. This worksheet alone does not provide all of the required items.

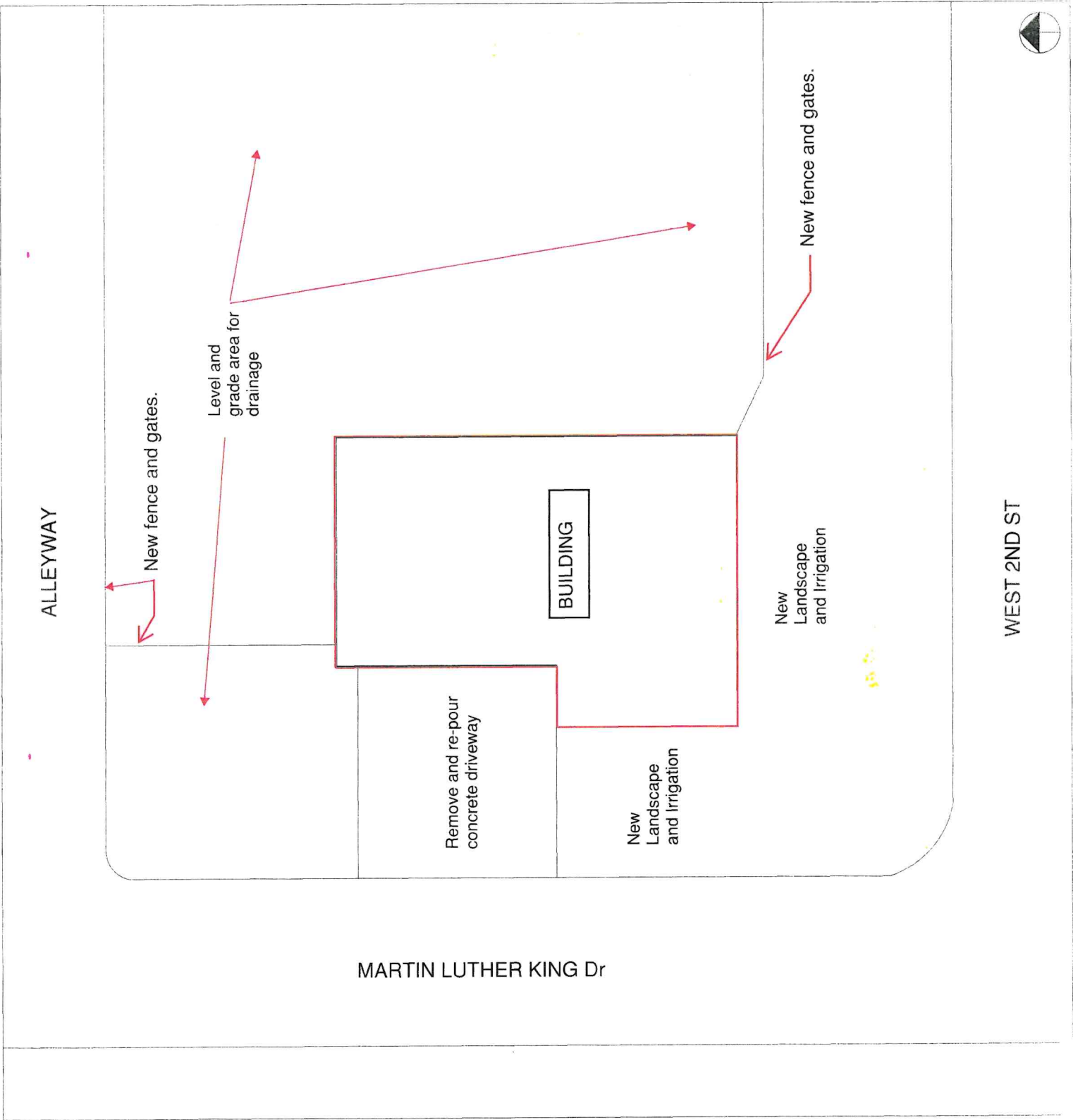
Intended Match (money to be provided by applicant): \$41,340.11

Total Estimated Project Cost: \$115,743.15

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

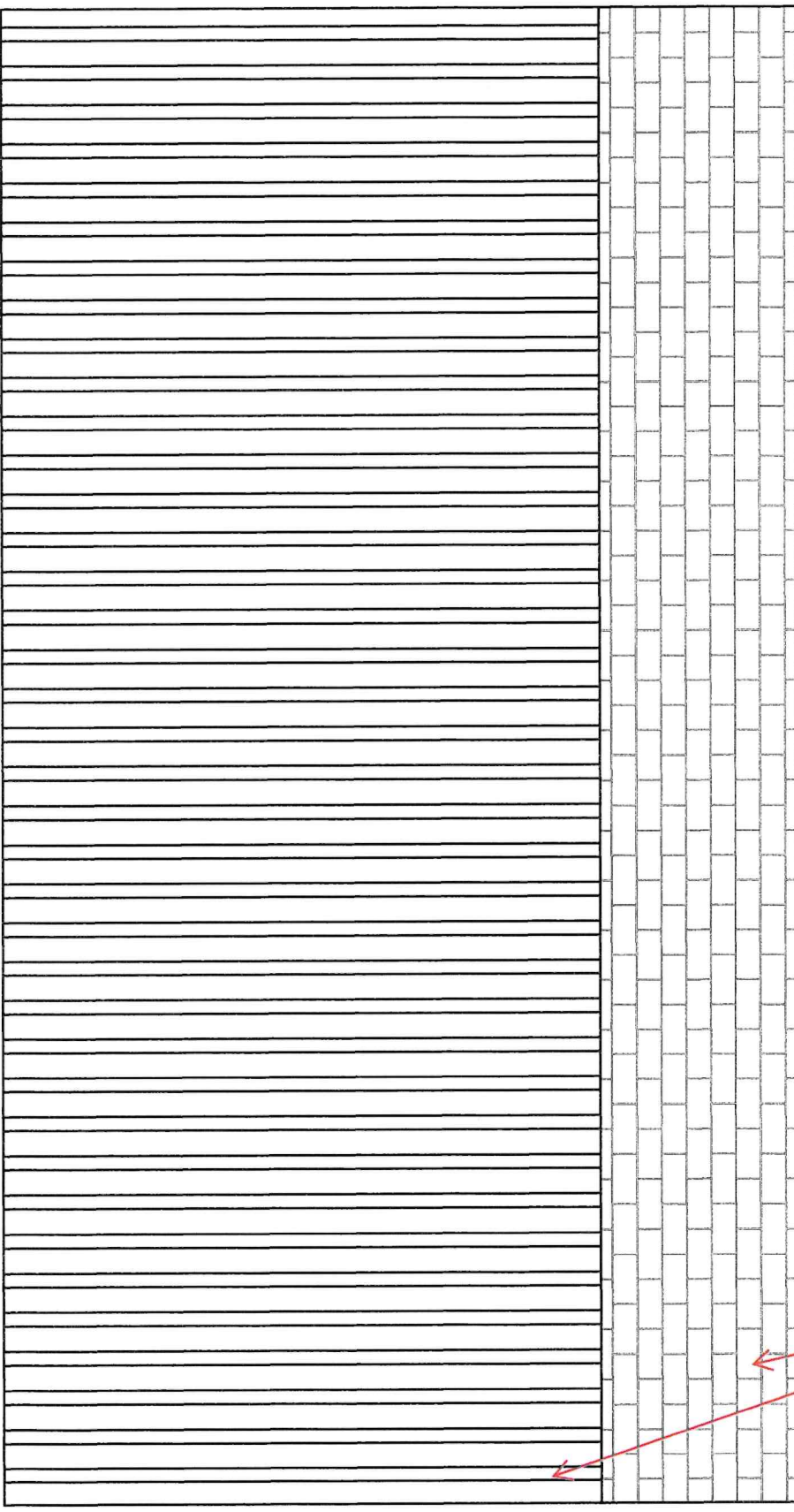
Item #	Work to be Performed	Incentive Type / Match	Unit Cost	Total
	Exterior reconstruction			
1.	Demo of Metal Facia, wall siding, and overhangs.	Façade Improvement		8,000.00
2.	Installation of Wood, and Metal Facia	Façade Improvement		8,175.00
3.	Demo of Garage Doors and Man Door	Façade Improvement		3,662.10
4.	Installation of Garage Doors and Man Door	Façade Improvement		3,662.10
5.	Demo and installation of new fencing	Façade Improvement		12,863.09
6.	Installation Gates, openers and hardware	Match		9,062.11
7.	Demo / installation of windows with exterior framing and sheathing	Façade Improvement		7,654.75
8.	Grade parking lot for drainage, install new crushed Rock, and prep landscape areas for grass and trees.	Façade Improvement		5,000.00
9.	Demo of damaged concrete driveway	Façade Improvement		4,256.00
10.	Install new concrete driveway	Match		8,524.00
11.	Installation of Masonry at perimeter of building Façade	Façade Improvement		7,330.00
	Electrical			
12.	Relocate main power to building and upgrade out of Date power, breakers, and wiring.	Façade Improvement		4,500.00
13.	Landscape Grass, Trees, Shrubs, flowers, Irrigation	Landscape		7,500.00
14.	HVAC System	Match		10,754.00
15.	Electrical Interior rewire, new panel, and lights	Match		3,500.00
16.	Restroom Plumbing, Fixtures, & Water Heater	Match		4,500.00
17.	Painting Interior Painting and Drywall	Match		1,500.00
18.	Flooring Interior Laminate and Tile	Match	750 Sq Ft	3,500.00
19.	Security System and Smoke Alarms	Fire Sprinkler System		1,800.00
	TOTAL			\$115,743.15







North Elevation

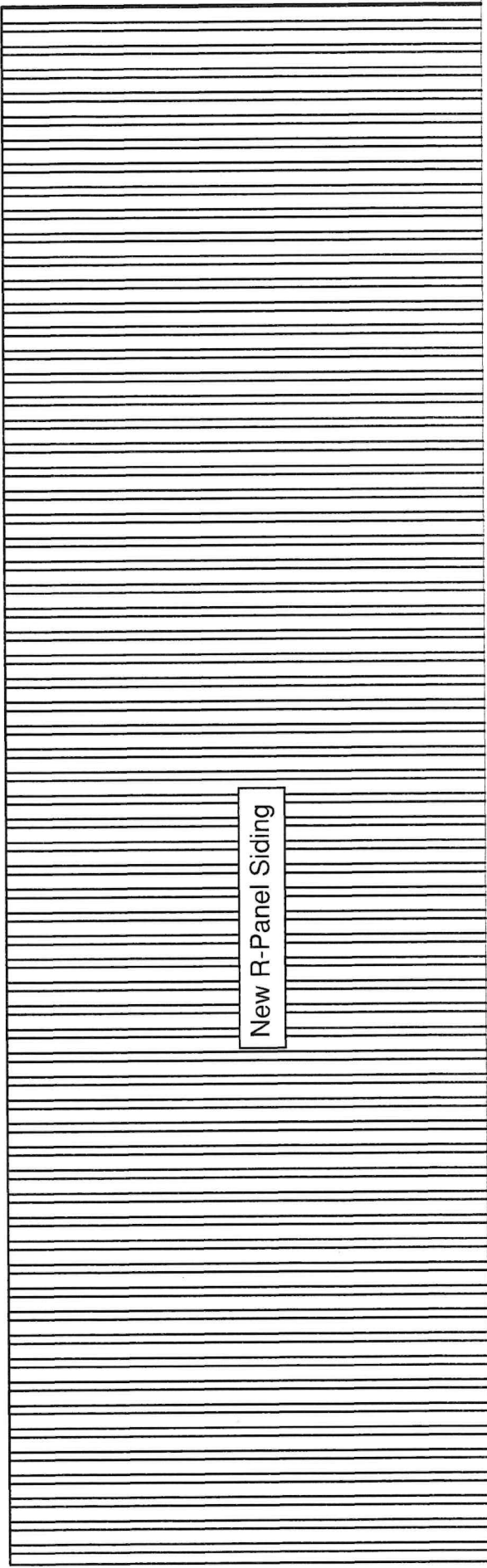


Rock Wainscot
R-Panel Siding

North Elevation

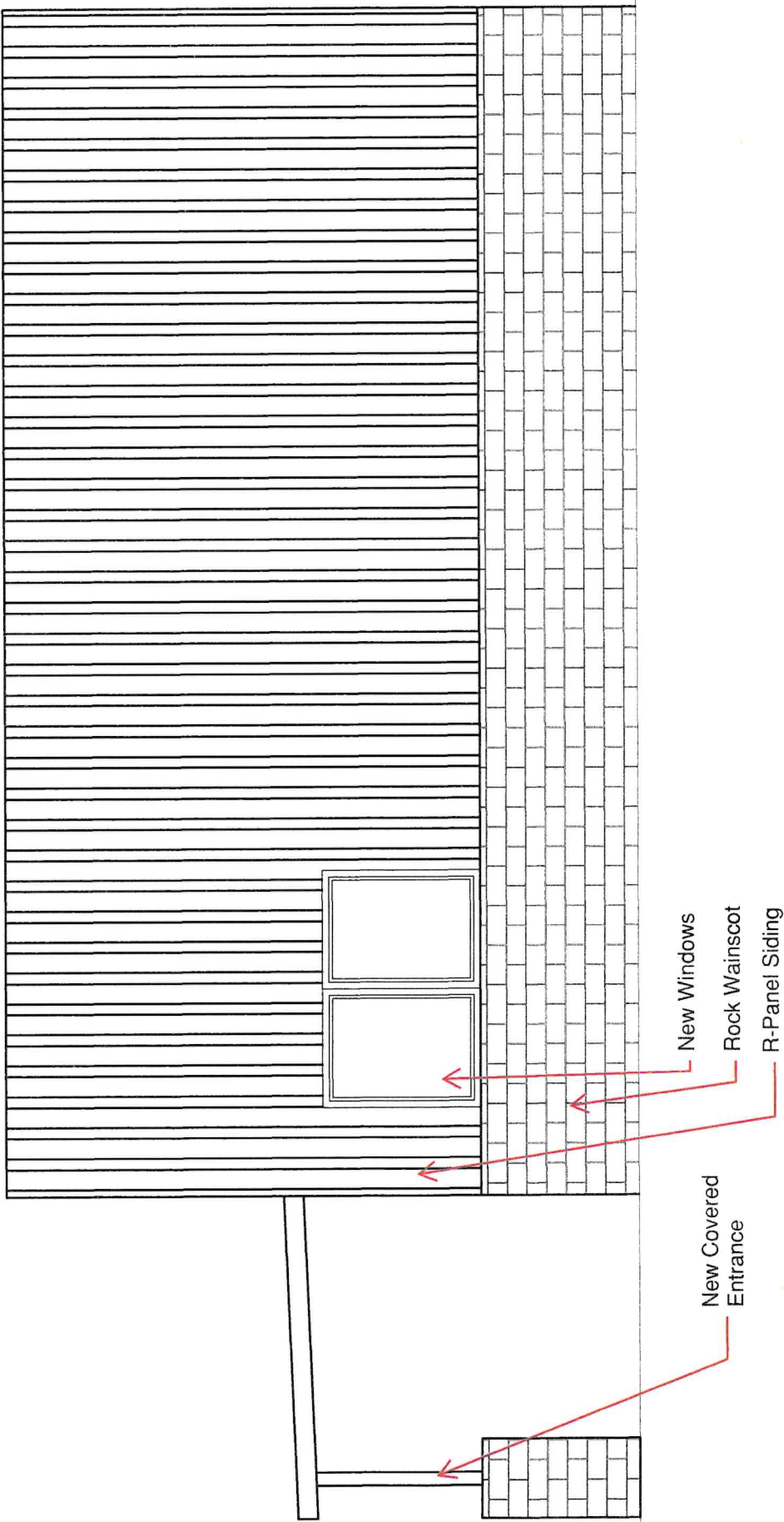


East Elevation





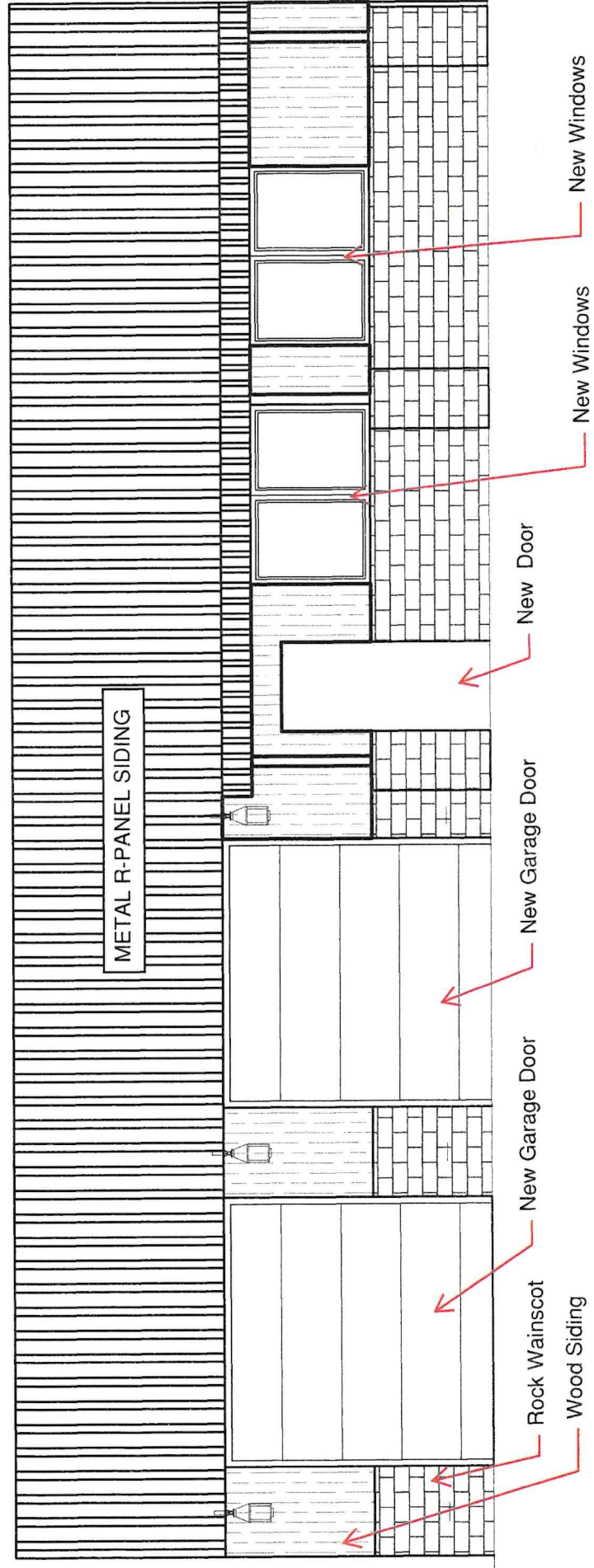
South Elevation



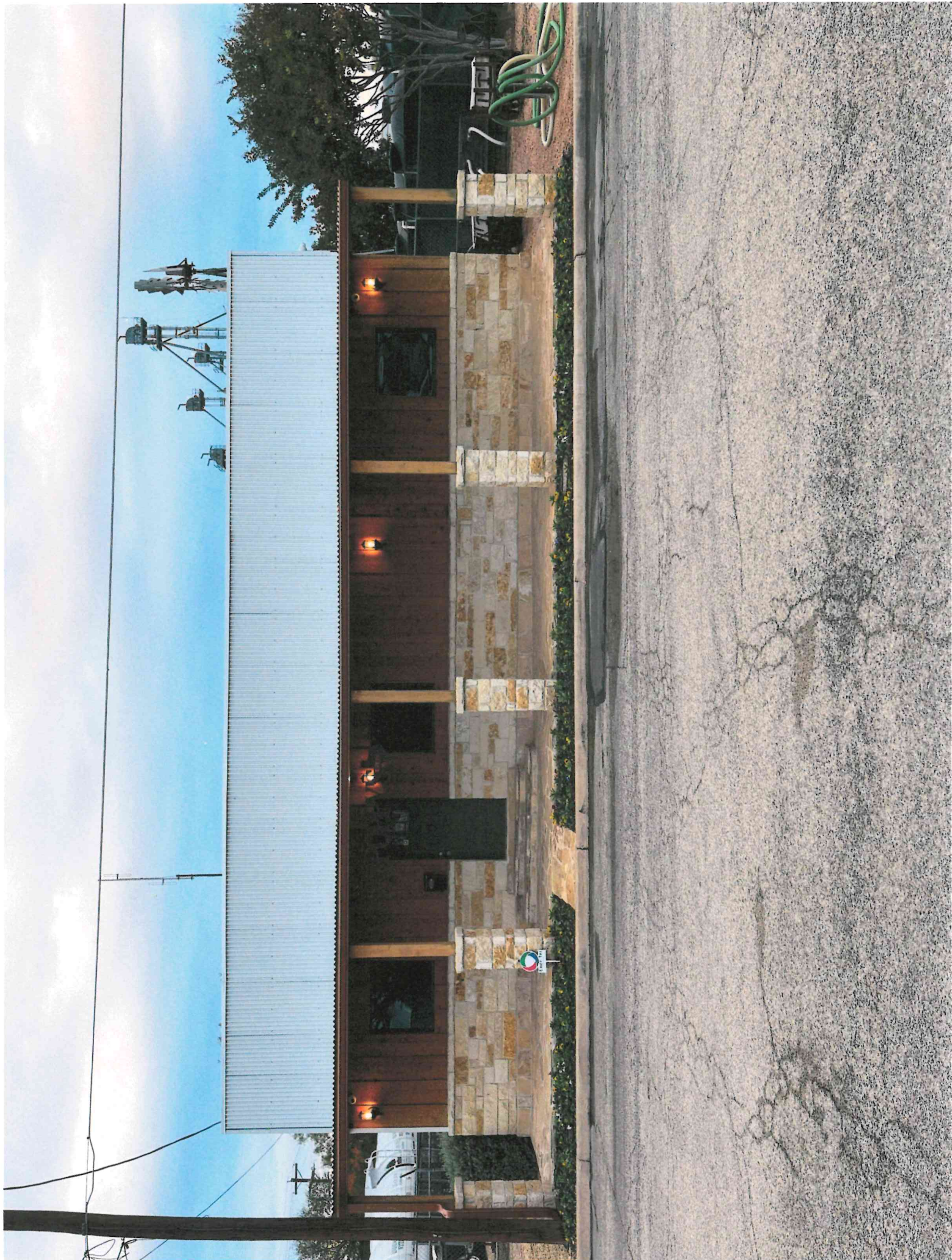
South Elevation



West Elevation



West Elevation





SMRK Business, Inc.
The Clarion Hotel
441 Rio Concho Dr.
San Angelo, TX 76903

**Exterior Renovation and Painting
Southern TIRZ Grant Application**

SUMMARY

The Clarion Hotel, 441 Rio Concho Dr., sits at inside the eastern border of the southern TIRZ. The Hotel partners apply for a grant to help pay for re-painting the exterior of the building. The plan is to match the same colors that are currently used so there will be no modification of the exterior appearance.

NARRATIVE

The Clarion Hotel, a six-floor full service hotel, serves as an anchor for extended events downtown. With 148 rooms and conference area space available, with a full sized restaurant area, our plan so far executed was to significantly renovate and upgrade the property to accommodate the business traveler and families on the weekend. The property also has a full-sized pool and spa area for family gatherings.

The partners, SMRK Business, Inc., who purchased the property in 2022 have already spent over \$7 million in room upgrades and renovating the lobby and restaurant areas. Current occupancy rates of the hotel have increased with the investment, rising from well below average below 45 percent occupancy to today's occupancy at over 60 percent. There are some remaining items to complete in order to continue the upward revenues trend of our hotel. The biggest hurdle is painting of the outside. The building is six stories high and presents some challenges financially.

The outside surface of the exterior walls is made of stucco and the age of the structure is showing, as it was built in 1983, 40 years ago.

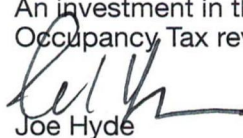
Our intentions are to pain the exterior with the exact same colors as it is now so no difference in appearance will appear to the casual viewer.

Specifically, the project will powerwash all surfaces with a 2500-3000 psi power washer. We will caulk all hairline cracks with a sanded Elastomeric sealant, while larger stucco repair will be done with synthetic stucco to match existing texture.

In order to accomplish this our contractor will cover all windows entirely as well as any landscaping, outdoor furnishings etc. before performing the work. One side of building is to be painted at a time using boom lifts, scissor lifts and a 50-foot swing stage.

We will use Sherwin Williams Super paint satin and a two-coat process for white base paints to medium tint base paints. Sherwin Williams Emerald satin to be used for dark tint colors-ultra deep colors for color retention.

An investment in this project by the TIRZ board will have the added benefit of increased Hotel Occupancy Tax revenue from increased occupancy rates.



Joe Hyde
VP Business Development



TIRZ INCENTIVES APPLICATION & CHECKLIST



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

SECTION 1: PROPERTY INFORMATION

Business Name: SMRK BUSINESS, INC Date: 11/30/2023

Business Owner (if different from above): D/DA CLARION HOTEL

Business Address: 441 RIO CONCHO DR Mailing Address: _____

Business Phone: 325-658-2828 Secondary Phone: _____

Email: joeh@hydeinteractive.com Fax: _____

Property Owner: SMRK BUSINESS, INC

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

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

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☐ TIRZ - North Eligibility Area ☒ TIRZ - South Eligibility Area

(NOTE: See attached maps)

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

- ☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____
- ☒ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. ONLY HOTEL WITH A FULL SERVICE BAR & RESTAURANT
- ☒ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. PROVIDES UPGRADED HOTEL HOSPITALITY IN THE DOWNTOWN AREA
- ☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

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

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

SECTION 4: FUNDING LEVEL

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

4A. The amount of funding requested is:

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

4B. The total estimated project cost is: \$127,834.17

4C. The amount of funding requested is: 75,000, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: 127,834.17, as detailed on Worksheet A, attached.

52,834.17

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

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

Does the proposed project:

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

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

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

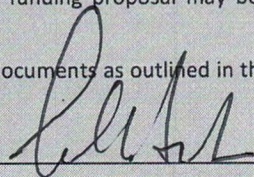
Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received.

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

SECTION 7: STATEMENT OF UNDERSTANDING:

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

Signature of Property Owner



Date: 11/30/2023

SECTION 6: REPRESENTATIVE:

I hereby designate Joe Hyatt as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: _____

214-893-6791

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

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST

DATE

[illegible]

Padilla Painting

Estimate No: 3618
 Date: 10/30/2023
 For: Clarion Hotel
 Joe@hydeinteractive.com
 441 Rio Concho Dr
 San Angelo, TX, 76903-5527

Estimate

2206 W Ave N
 San Angelo Tx 76904
 325-450-1515
 padillapainting@yahoo.com
 www.padillapainting.com
 325-450-1515
 3259390125 Fx
 Padillapainting@yahoo.com

Description	Quantity	Rate	Amount
Exterior painting of entire building stucco: Powerwash all surfaces with 2500-3000psi. Caulk all hairline cracks with a sanded Elastomeric sealant, larger stucco repair will be done with synthetic stucco to match existing texture. Cover all windows entirely as well as any landscaping, outdoor furnishings ect. One side of bldg to be painted at a time using our boom lifts, scissor lifts and a 50ft swing stage (see pics). Sherwin Williams Super paint satin to be used 2 coat process for white base paints to medium tint base paints. Sherwin Williams Emerald satin to be used for dark tint colors-ultra deep colors for color retention (Emerald is an up charge product)	1	\$127,834.17	\$127,834.17
Subtotal			\$127,834.17
0%			\$0.00
Total			\$127,834.17
Total			\$127,834.17

Notes

All labor and materials included.
 General liability and workers compensation certificate available per request.

Padilla Painting - Estimate 3618 - 10/30/2023

We only use the best products from Sherwin Williams or Kelly-Moore paints.

Photo 1

Swing stage. This is River Terrace

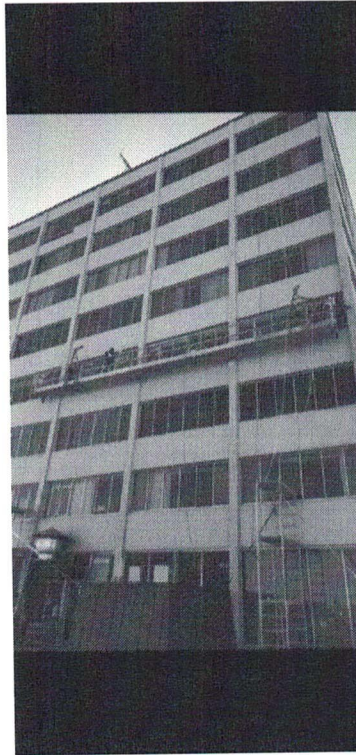
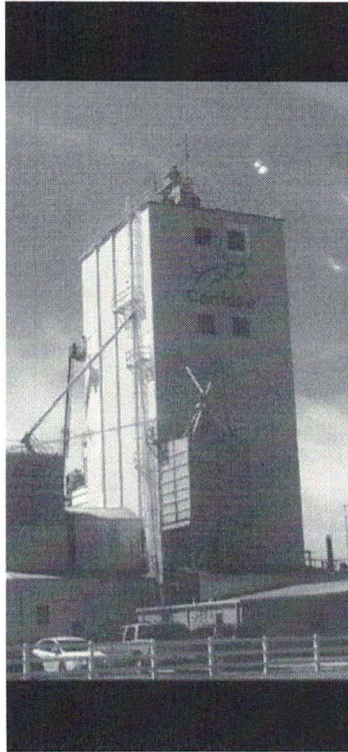


Photo 2



Photo 3

Another project





The City Of

San Angelo, Texas

52 West College Avenue - Zip 76903

Planning Division

January 12, 2024

SMRK Business, Inc.
Mr. Joe Hyde
441 Rio Concho Dr.
San Angelo, TX 76903

SUBJECT: RC23-02: 441 Rio Concho Dr; a request for an administrative River Corridor design review **approval** of a like for like paint of the structures located at 441 Rio Concho Dr. with the attached colors of Sherwin Williams pussywillow #129, black fox #3678, and hummingbird grey #45.

Dear Mr. Hyde:

Planning staff received your application for an administrative River Corridor design review for of a like for like paint of the structures located at 441 Rio Concho Dr.

San Angelo's Zoning Ordinance ordinarily requires that all improvements within the River Corridor Design Overlay be presented to the Design and Historic Review Commission (DHRC). However, the Planning Director and/or his designee; by authority of Section 212.C of the Zoning Ordinance, may review paint colors administrative.

The proposed paint colors are generally consistent with the surrounding area. The applicant is advised however that any changes to the colors presented need to be approved.

By the authority granted in Section 212.C of the Zoning Ordinance for the City of San Angelo, I **hereby grant an Administrative Approval of a like for like paint of the structures located at 441 Rio Concho Dr. with the attached colors of Sherwin Williams pussywillow #129, black fox #3678, and hummingbird grey #45, consistent with the attached renderings and example on the subject property.**

A copy of this approval letter must be provided to the Permits Division, if applicable, located at 52 West College Avenue, when applying for any necessary permits. If you have further questions or concerns about this matter, feel free to contact the Planning Division on telephone number (325) 657-4210.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Vannoy".

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



① Body ② Body 2 ③ Accent ④ Accent 2 ⑤ Accent 3 ⑥ Bands ⑦ Bands 2 ⑧ Fascia ⑨ Railings

SW 7543
Honeywillow

① ② ⑨

SW 7020
Black Fox

③ ⑥ ⑦ ⑧

SW 7622
Humburg Gray

④ ⑤

Actual color may vary from on-screen representation. To confirm your color choices prior to purchase, please view a physical color chip, color card, or painted sample. Sherwin-Williams is not responsible for the content and photos shared by users of their color selection tools. The Cover The Earth logo and the Sherwin-Williams logo are trademarks owned or licensed by The Sherwin-Williams Company. ©2023 The Sherwin-Williams Company.



TIRZ INCENTIVES APPLICATION & CHECKLIST



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

SECTION 1: PROPERTY INFORMATION

Business Name: BLUE BUFFALO ART GALLERY Date: 2/13/2022

Business Owner (if different from above): JERRY VICENT

Business Address: 123 N. Chadbourne Mailing Address: 10274 Highway 67 East Marfa, TX 76941

Business Phone: 325-245-7468 Secondary Phone: _____

Email: bluebuffaloartgallery@gmail.com Fax: _____

Property Owner: Jerry Vicent

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

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

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☐ TIRZ - North Eligibility Area ☒ TIRZ - South Eligibility Area

(NOTE: See attached maps)

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

- ☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____
- ☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____
- ☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____
- ☒ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

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

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

SECTION 4: FUNDING LEVEL

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

4A. The amount of funding requested is:

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

4B. The total estimated project cost is: \$27,681.25

4C. The amount of funding requested is: \$20,760.94 as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: 6,920.31 as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

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

Does the proposed project:

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

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

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

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

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

SECTION 7: STATEMENT OF UNDERSTANDING:

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

Signature of Property Owner _____

Date: _____

SECTION 6: REPRESENTATIVE:

I hereby designate _____ as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: _____.

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

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST

DATE

Blue Buffalo- Jerry Vincent- 123 N. Chadbourne

Summary:

The purpose of this project is to enhance the exterior of the gallery. By adding an awning and a mural, the property will attract visitors and create a more vibrant space in this area of Chadbourne Street.

Narrative:

Awning-

Recreating the original awning of the building will add to the historic appeal and appearance of the property. The shade of color of the awning will not divert from the existing color of the building, as it will blend in with the beige exterior. In the sweltering heat of West Texas, the awning will serve as a respite for pedestrians, offering shade and solace on scorching days.

Mural-

Painted by Crystal Goodman & Associates

This mural, along with others that adorn the city, solidifies its status as the "Arts Capital of Texas," drawing tourists and art enthusiasts from near and far to revel in its artistic splendor. The mural resonates as a tribute to the rich heritage of San Angelo, a city that treasures its past while embracing the future. Within each letter of SAN ANGELO, is a depiction of some of our city's best assets such as the Fort Concho, ASU, Lake Nasworthy, and the Goodfellow Airforce Base.

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*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Date of this notice: 12-08-2022

Employer Identification Number:
92-1288266

Form: SS-4

Number of this notice: CP 575 G

JERRY VINCENT
BLUE BUFFALO ART GALLERY
4166 KENSINGTON CREEK
SAN ANGELO, TX 76904

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-1288266. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

Your **Tax ID/EIN** submission has passed all validations by the IRS and been issued. Your nine-digit **number** is ready to use for unique **identification** of **employer tax** accounts.

The nine-digit **EIN number** and confirmation notice are both attached to this email in the form of a PDF. Please be sure to download, save and print for ease of use.

We congratulate you on your exciting new venture into business ownership!

Thank you for choosing **USA Taxid**.

If you have any questions at all, please contact

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is VINC. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 12-08-2022
 () EMPLOYER IDENTIFICATION NUMBER: 92-1288266
 FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

JERRY VINCENT
BLUE BUFFALO ART GALLERY
4166 KENSINGTON CREEK

[illegible]



The City Of

San Angelo, Texas

52 West College Avenue - Zip 76903

Planning Division

April 03, 2023

Jerry Vincent
10274 Hwy 67 East
Mertzon, TX 76941

SUBJECT AND PROPERTY: CA22-10: 123 N. Chadbourne Street - a request for a Certificate of Appropriateness for placing a shed at the back of the property and painting of a mural on the side wall of the building located at 123 N Chadbourne St.

Dear Mr. Vincent:

At its meeting on **Thursday, April 3, 2023**, the Design & Historic Review Commission for the City of San Angelo **APPROVED** your case CA22-10: 123 N. Chadbourne Street, a request for a Certificate of Appropriateness for placing a shed at the back of the property and painting of a mural on the side wall of the building located at 123 N Chadbourne St., **subject to three (3) conditions of approval:**

1. The colors, dimensions, and materials of all improvements shall be consistent with the renderings approved by the Design and Historic Review Commission. Minor deviations may be approved by the Planning and Development Services Director.
2. The applicant shall obtain the required permits from the Building Permits and Inspections Division, as required for new buildings.
3. Shed be placed East to West and paint to match building color.

Please be advised that the required permits are obtainable from the City's Permits and Inspections Division, located at 52 West College Avenue. They may also be reached by phone at (325) 657-4210. We will also send a copy of this clearance letter to their attention so that they will also understand the circumstances and issue the permits accordingly. If you require further assistance, please contact me at the Planning Division, (325) 657-4210, or via email at Planning@cosatx.us

Sincerely,

Rae Lineberry

Planner

Mural:

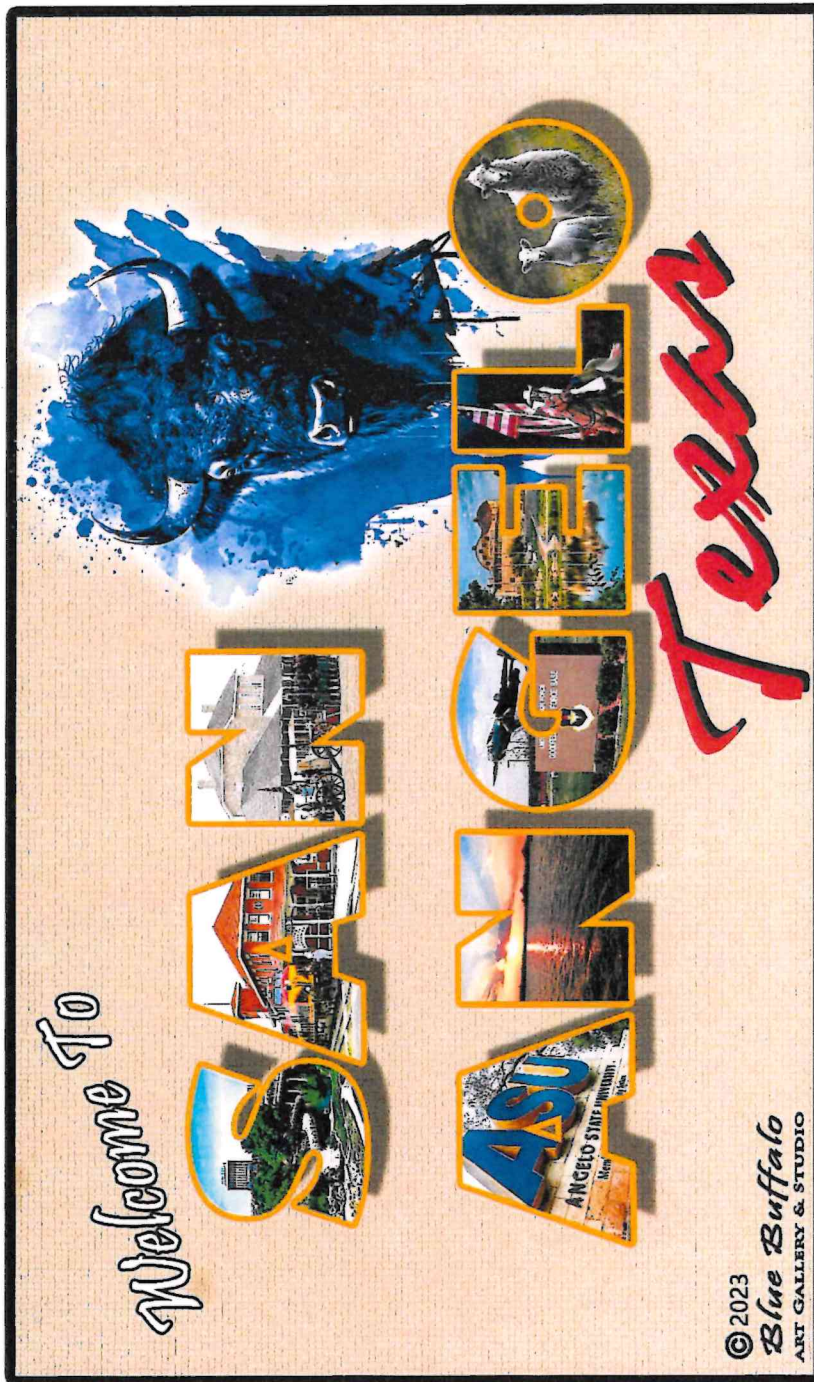


Shed:



Shed color:





All About Signs

3534 Sherwood Way San Angelo, TX 76901
 PO Box 62544 San Angelo, TX 76906
 325.949.7168
 www.allaboutsinstx.com



RECIPIENT:

Jerry Vincent

123 Chadbourne
 San Angelo, Texas 76903

Phone: 325-245-7468

Estimate #127936

Sent on _____
 Contact Jerry Vincent
 Phone 325-245-7468
 Sales Rep Will

Total \$9,201.25

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Metal Awning	Metal Awning approximately 5' deep x 35' long, painted (customer to provide color) includes turnbuckle, hardware, and installation	1	\$8,500.00	\$8,500.00

This quote is valid for the next 30 days, after which values may be subject to change.

Subtotal	\$8,500.00
San Angelo Texas (8.25%)	\$701.25
Total	\$9,201.25

Signature: _____ Date: _____



C. Goodman Art

Muralist Contract

Crystal Goodman

(325) 340.2822

P. O. Box 3650

San Angelo, Tx 76902

cgoodmanart@hotmail.com

Client:

Blue Buffalo Art Gallery

Phone: 325-245-7468

Address:

123 N. Chadbourne, San Angelo, TX / Date Quote / 11-27-2022

Agree to contract with Muralist, Crystal Goodman for

Soldier with Wings Mural 16'x33' on outside 2nd floor wall.

Wall is up on outside second floor / will be repaired & primed

before mural painting - included = 528.00 At \$35 = 18,480

Total Cost \$ 18,480⁰⁰ (Supplies Included)

A 1/2 non-refundable deposit is required at contract signing to secure scheduled dates.

Start Date for Painting -

To be determined

Estimated Completion Date -

* 4 wks from start date

Any Changes made after the start date of painting will be additional fees.

Total Cost \$ 18,480⁰⁰

Minus Deposit (1/2 total) _____

Balance Due At Completion Of Mural \$ _____

Signed & Agreed _____

Date _____

* Estimated date of completion DEPENDS on any changes made from the original sketch & bar no unforeseen emergencies for both parties and the weather conditions for outdoor murals.

\$15,201.25

\$3,800.31

181 4620.

Manual \$18,480.00
match = \$4,620.00

Manual: Aug 5 = 15,201.25
match = 27,681.25

6,922.31

20,760.94

Apr May
91-1-31







TIRZ INCENTIVES APPLICATION & CHECKLIST



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

SECTION 1: PROPERTY INFORMATION

Business Name: Plateau Brewing Company, LLC Date: 11-30-23

Business Owner (if different from above): _____

Business Address: 214 S. Chadbourne ⁷⁶⁹⁰² Mailing Address: _____

Business Phone: 325-374-1859 Secondary Phone: 325-212-7898

Email: Michael@plateaubrew.com
luke@plateaubrew.com Fax: N/A

Property Owner: Eric + Guy Choate

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

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

SECTION 2: ELIGIBILITY INFORMATION

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

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

- ☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____
- ☒ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. brewery taproom, and restaurant
- ☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____
- ☐ CATEGORY D - RETAIL/SALES - contributes a commercial business. _____

SECTION 3: INCENTIVE CATEGORIES

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

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

SECTION 4: FUNDING LEVEL

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

4A. The amount of funding requested is:

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

4B. The total estimated project cost is: \$80,056.48

4C. The amount of funding requested is: \$56,701.48, as detailed on Worksheet A, attached.

4D. The amount of proposed match (which must be TIRZ-eligible expenses) is: \$23,355.00, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

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

Does the proposed project:

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

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

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

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

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

SECTION 7: STATEMENT OF UNDERSTANDING:

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

Signature of Property Owner *Agda Choate* *Eva Montoya-Choate* Date: 11/29/23

SECTION 8: REPRESENTATIVE:

I hereby designate *Michael Choate* as ^{owner} ~~my~~ representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: 325 374 1859

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

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST

DATE



The City Of

San Angelo, Texas

52 West College Avenue - Zip 76903

Planning Division

May 25, 2023

Luke Horton
Plateau Brewing Company
214 S Chadbourne
San Angelo, TX 76903

SUBJECT: CA23-06: 214 S Chadbourne – a request for an administrative Certificate of Appropriateness approval of new paint, colors Superwhite (SW6995) and Rockwood Green (SW2816), on front face of building.

Dear Mr. Horton:

Planning Staff received your application for an administrative Certificate of Appropriateness of new paint, colors Superwhite (SW6995) and Rockwood Green (SW2816), on front face of building and is zoned Central Business District (CBD).

San Angelo's Zoning Ordinance ordinarily requires that all improvements within the Downtown and Historic Overlay District be presented to the Design and Historic Review Commission (DHRC). However, the Planning Director and/or his designee, by authority of Section 212.C of the Zoning Ordinance, may review exterior painting or repainting of any part of a structure.

The proposed colors on the exterior paint is from the color pallet and is generally consistent with the surrounding area.

By the authority granted in Section 212.C of the Zoning Ordinance for the City of San Angelo, I **hereby grant an Administrative Approval of new paint, colors Superwhite (SW6995) and Rockwood Green (SW2816), on front face of building, consistent with the attached rendering and example on the subject property.** A copy of this approval letter must be provided to the Permits Division, located at 52 West College Avenue, when applying for any necessary permits. If you have further questions or concerns about this matter, feel free to contact the Planning Division at telephone number (325) 657-4210.

Sincerely,


Zack Rainbow,
Planning Manager

Trimble-Batier
Insurance
Associates, L.L.P.
**MONTHLY
PARKING ONLY**

PLAYERS
BREWING CO.



Summary:

Plateau Brewing Company ("Plateau") has plans to bring something to downtown San Angelo that has been sorely missing. As a community, San Angeloans love to be outside; however, at times the conditions can be less than hospitable. Therefore, Plateau is developing an outdoor patio space and biergarten that will be open for all four seasons in the heart of downtown San Angelo. During the heat of summer, the space will provide fans and misters to bring temperatures down to a level of comfort the people of San Angelo have yet to experience. In the dead of winter, Plateau's new patio space and biergarten will boast heaters, fire places, and blankets to make even the coldest, most brutal West Texas winter enjoyable. This space will be complete with audio and TVs so our patrons can enjoy their favorite sporting events outside, no matter the weather. The biergarten style seating will foster a sense of community and give a welcoming environment where people from all walks of life can enjoy a delicious craft beer brewed in San Angelo for San Angelo. Further, with the funding and attached to the patio project we will be painting our entire facade and adding much needed painted signage. This project has already been approved by the city and will increase foot traffic exponentially - as many people that walk into our taproom have commented that they have walked by our building many times but didn't know we were there.

Narrative:

- Strengthen the focus area's identity:
 - San Angelo has made an aggressive investment in their downtown over the past 5+ years and this project will only add to that investment. With the growth and addition of retail and restaurant offerings in downtown, adding an all weather outdoor space that will bring people together with beer brewed in San Angelo for San Angelo and great food will only serve to strengthen a downtown identity that has been trending up. We believe Plateau is already the craft beer destination in San Angelo and by increasing our footprint with a space that can be used outdoors and year round will solidify downtown San Angelo as a craft beer destination.
- Support the goals of making the area a cultural, leisure, and tourist destination:
 - In the two years that Plateau Brewing Company has been open, we have been evangelists for San Angelo and all it has to offer. Plateau has partnered with the San Angelo Museum of Fine Art, the Blues Society, and the Chicken Farm (to name a few) to promote the cultural, leisure, and tourist offerings of San Angelo. This addition will expand our capacity and give locals and tourists alike a place to enjoy amazing beer, great food and a ton of local art and music. From the versatile outdoor space we will be adding to painting the building in a way that complements the culture and history that San Angelo is becoming known for, this funding will only help to cement San Angelo as THE cultural, leisure, and tourist destination of West Texas.
- Utilize architectural styles that compliment to historic areas already in existence:
 - We have engaged an architect that has given us a vision that will tie seamlessly into the current architecture of Downtown San Angelo. It will fit into an area that is

currently being under utilized with a low profile that will not stick out to the parking lot or the storefront. Using steel and wood and brick accents will update the look of the area but will not take away from the classic old western frontier town aesthetic that San Angelo is known for.

- Help to mitigate or eliminate undesirable views or outside storage:
 - Currently when one looks out our back door and onto the current unutilized patio space you can see our glycol chiller and a the dumpsters for all of the tenants around the brewery. By adding higher fences and installing some vegetation (hanging and in planters) all of those ugly views will be replaced with much more pleasant ones.
- Include an aggressive match by the applicant in excess of what is minimally required:
 - Of the total \$80,056.48 project cost Plateau will match \$23,355.00.

Note: While the DHRC letter approving the proposed painting is attached to the application, the proposed structure design is currently under review by the DHRC and a hearing and vote on the agreed to design will be held prior to the TIRZ meeting in January. This plan of action has been discussed with and agreed to by Hannah Murrell with TIRZ.











Pool Pros

2205 Austin Street
San Angelo, Texas 76903
Bryan@poolprossa.com
www.poolprossa.com
office 325-653-5000
cell 325-812-2722

Estimate

Estimate No: 534
Date: 03/15/2023

For: Plateau Brewing
Ross@plateaubrew.com

Description	Quantity	Rate	Amount
220 sq ft of new concrete brush finish. 8" thick edge with 6" thick flat work thickness. The added thickness will help with the weight of forklift traffic.	220	\$12.00	\$2,640.00*
Demolition and haul off of existing concrete 20' x 22' and removal of the stone wall to the edge of the new concrete pour	1	\$2,200.00	\$2,200.00*
Footing allowance - to dig out and install additional rebar and concrete in a footing for a future outdoor covered area load bearing post	1	\$300.00	\$300.00*
Install chase for future gas line - 50' of 2" pvc pipe - Plumbing inspection and possible permit are not included and will be need to be performed by licensed plumber.	1	\$420.00	\$420.00*
Install chase for future electrical - 50' of 1" pvc pipe - Electrical inspection and permit are not included and will need to be performed by licensed electrician.	1	\$360.00	\$360.00*
*Indicates non-taxable item			
Subtotal			\$5,920.00
Total			\$5,920.00
Total			\$5,920.00

QUOTE

Prepared For

LUKE HORTON
214 S Chadbourne St, San Angelo, TX 76903

ALVAREZPAINTING

719 spaulding
San Angelo, Texas 76903
Phone: 3254502284
Email: cisco79chido@hotmail.com

Quote # 252
Date 21/11/2023

Description	Total
-------------	-------

EXTERIOR REPAINT	\$6,800.00
------------------	------------

- 1.PRESSURE WASH.
 - 2. PAINT ALL TRIM . WINDOWS AND DOORS
 - 3. PAINT ALL BRICK
 - 4. FIX ALL GAP'S IN TRIM AND BRICK
 - 5. FIX ANY DAMAGE TRIM (WOOD)
- PAINT SATIN.

WE SUPPLY ALL MATERIALS AND PAINT WE NEED.

THANKS □
FRANCISCO ALVAREZ
(ALVAREZ PAINTING)

Subtotal	\$6,800.00
Total	\$6,800.00

By signing this document, the customer agrees to the services and conditions outlined in this document.

LUKE HORTON



QUOTE

Name: Plateau Brewing
Contact: Luke Horton
Email: luke@plateaubrew.com

Location: San Angelo, Texas
Today's Date: 3/27/2023
Deadline: May/June 2023

ITEM #	TYPE	Description	SIZE	QNTY	PRICE	TOTAL
1	Handpainted	"PLATEAU" on Painted Brick	~3' letters x7	1	\$2,250.00	\$2,250.00
2	Handpainted	"BREWERY" on Original Brick	~ 5' letters x7	1	\$3,000.00	\$3,000.00
3	Travel Time & Fuel	7+ HRS, Round-Trip		1	\$1,500.00	\$1,500.00

SUBTOTAL	\$6,750.00
TAX	8.25%

>>>>> Please make checks payable to: "Manning Signs, LLC"

Mail to: Andrew Manning
147 Dandy Dr.
Buda, Tx. 78610

PROJECT TOTAL: \$7,306.88

Deposit owed:	\$3,653.44
Amnt Paid:	\$0.00
BALANCE:	\$7,306.88

Torch Lighting Solutions LLC

2016 Douglas Dr
San Angelo, TX 76904 US
+1 3253742540
travis@torchlightingsolutions.com



Estimate

ADDRESS

Plateu Brewing Company

ESTIMATE

DATE

1023

11/21/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/21/2023	Outdoor Lighting- installation of 6 ea goose neck lights on West side front facade.	1	4,060.00	4,060.00
	Outdoor Lighting- installation on 7ea up lights on South side facade.	1	4,595.00	4,595.00
	Misc electrical provisions on back patio	1	12,000.00	12,000.00
SUBTOTAL				20,655.00
TAX				0.00
TOTAL				\$20,655.00

Accepted By

Accepted Date

CR Welding
1632 Shafter Street, San Angelo, TX, 76901

QUOTE

Luke Plateau Brewing
S. Chadbourne

Quote # 0000048

Quote Date 11/28/2023

Item	Description	Unit Price	Quantity	Amount
	2x2x1/8 sq. tubing for 2-walk through gates and one 10ft wide delivery swing gate. 82ft	4.76	82.00	390.32
	3x3x3/8 sq. tubing for uprights between wood sections. 66ft	14.94	66.00	986.04
	4x4x3/8 sq. tubing for delivery gate post 20ft	19.00	20.00	380.00
	2x2x1/8 angle for wood to screw to, 32.42 per 20 ft	32.42	6.00	194.52
	wood- 90- 8in wide, 1in thick, 10ft long western red cedar approximately 90 boards, \$35.56 a board	35.56	90.00	3,200.40
	hinges for delivery gate. \$15 a hinge	15.00	2.00	30.00
	hinges for 2 walk through gates, 4@\$12.55each	12.55	4.00	50.20
	labor- set plates before concrete is poured for post points for fence uprights, and gate uprights 10 weld plates all together. fabricating post in shop with top caps weld to plates, cut and install wood fabricate gates in shop and paint if paint is required, install gates onsite, 5 days total from start to finish.	1400.00	5.00	7,000.00
NOTES: I'm extremely unsure about the wood price. I've been waiting on McCoy's to get back to me with a wood price but still have nothing for a cheaper option. the price reflected per board is what is on their website				
Subtotal				12,231.48
Total				12,231.48
Amount Paid				0.00
Quote				\$12,231.48