City Council Agenda
3/19/2024

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held March 19, 2024 at 8:30 AM at the McNease Convention Center – South Meeting Room, 501 Rio Concho Drive, San Angelo, Texas, for the purpose of considering the following agenda items.

1. **Call to Order**
2. **Chaplain Prayer & Pledges**
3. **Proclamations/Recognitions**
   a. Proclamation of February 10, 2024 as San Angelo Federal Credit Union's 85th Anniversary
   b. Proclamation of March 20, 2024 as Texas Small Business Development Center Day
   c. Proclamation of March 2024 as Developmental Disabilities Awareness Month
4. **Public Comment**

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

5. **Consent Agenda**
   a. Consider approving the March 5, 2024, City Council regular meeting minutes (Heather Stastny)
   b. Consider authorizing the City Attorney to begin termination of Lake Nasworthy Residential Lot Lease and eviction proceedings for non-payment of annual rent on 2898 Red Bluff Circle (Sarah Tackett-Torres)
   c. Consider awarding RFB REC-01-24 to Ben E. Keith Company in the amount of $77,674.41 for Recreation-Senior Services Congregate Meal Program and authorizing the City Manager to negotiate and execute all related documents (Aaron Kentner)
   d. Consider awarding RFB FS-10-24 to Warren Power Attachments for the purchase of one pothole patching trailer and one asphalt emulsion tank in the amount of $180,514 and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
   e. Consider approving an amendment to the Concession Agreement between the City of San Angelo and San Angelo Host, Inc. and authorizing the City Manager to negotiate and execute all related documents (Carl White)
   f. Consider a resolution authorizing the City of San Angelo to suspend the Statement of Intent to Change Rates proposed by AEP Texas and authorize the City to participate with the cities served by AEP Texas in hiring legal counsel to intervene in PUC Docket No. 56165 in which AEP is seeking to increase electric distribution rates by approximately $110.4 million per year and transmission rates by $63.1 million per year (Theresa James)
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. Keep San Angelo Beautiful Annual Report for 2023 (Presentation made by KSAB Executive Director Charlotte Anderson)

b. Second reading of an ordinance for Z23-21, a request to expand the Open Structure Overlay map to include the following area of Angelo Heights neighborhood: the 1000, 3000, and 4000 blocks of Catalina Dr., 2000 and 3000 blocks of Nueces Dr., 1000 block of Louise Dr, 1000 block of Cordell Dr., 2700 block of Eunice Dr., and the 2700 block of Erline Dr. (Presentation made by Planning & Development Services Director Aaron Vannoy)

c. First reading and public hearing of an ordinance amending the budget for fiscal year beginning October 1, 2023, and ending September 30, 2024, for six additional full-time positions in the Street and Bridge Division (Presentation made by Operations Director Patrick Frerich)

7. Closed Session

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

a. Section 551.072 - Deliberations about real property regarding the lease with Santa Fe Depot

8. Follow Up and Administrative Issues

a. Consider items discussed in Executive Session, if needed

b. Consider approving various Board nominations:
Fort Concho Museum Board: Ewell Loudermilk (SMD 6) to a first term ending January 2026
Zoning Board of Adjustment: Richard Rivas (SMD 4) to an unexpired term ending January 2025

c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 13th day of March 2024, at 4:21 p.m.

Hstastny

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 adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations Regarding Real Property), 551.073 (Deliberations Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits), 551.087 (Deliberations Regarding Economic Development Negotiations), and 551.089 (Deliberations Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

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

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

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

Proclamation

San Angelo Federal Credit Union, established in 1939, was founded with the mission of promoting thrift among its members by providing opportunities to accumulate savings and access credit for provident or productive purposes. As the oldest federal credit union in the area, the institution is dedicated to delivering exceptional member service daily.

Individuals residing, working, worshiping, or attending school in Tom Green County, or having a relative who is a member are eligible for membership at San Angelo Federal Credit Union. The credit union takes pride in being a full-service financial institution, continually evaluating the latest technology to offer members the most advanced products and services.

For 85 years, San Angelo Federal Credit Union has stood as a pillar of strength, stability, and service. Throughout this time, the institution has provided valuable financial resources and support to over 4,000 members. San Angelo Federal Credit Union remains steadfast in its commitment to empowering members to achieve their financial goals and dreams, enriching lives for decades.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim February 10, 2024 as

San Angelo Federal Credit Union's 85th Anniversary

and invite all members to participate in commemorating this significant milestone by attending their annual membership meeting on March 21, 2024.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 19th day of March 2024.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

Small businesses are the backbone of our economy, contributing significantly to job creation, innovation, and community vitality; which is why the National Small Business Development Center (SBDC) program was legislated via the Small Business Act of 1976 as a program of the US Small Business Administration. SBDCs play a crucial role in supporting the growth and success of small businesses across the nation by providing expert guidance, resources, and training to entrepreneurs and small business owners.

Since 1990, the Angelo State University Small Business Development Center has been instrumental in empowering small businesses in our community by offering no-cost consulting services and training workshops. With a mission to foster small business success, the ASU SBDC strives to educate and assist entrepreneurs in various areas of business development including access to capital, market research assistance, and human resource management. The SBDC has demonstrated unwavering dedication to fostering economic development and the entrepreneurial spirit within the City of San Angelo, contributing to the resilience and prosperity of our local business ecosystem with over 9.2 million in capital infusion from SBDC clients.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas on behalf of the City Council, do hereby proclaim March 20, 2024 as

Texas Small Business Development Center Day

in San Angelo, Texas, and call this observance to honor their contributions and celebrate their achievements.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 19th day of March 2024.

_____

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

March 2024 marks the 37th anniversary of National Developmental Disabilities Awareness Month. The Disabilities Assistance and Bill of Rights Act of 2000 (DD Act) ensures that individuals with developmental disabilities and their families can access community services, personalized support, and assistance to promote self-determination, independence, productivity, and community integration and inclusion.

National Developmental Disabilities Awareness Month serves as a platform to celebrate the contributions of individuals with lived experience across Texas and the Concho Valley while raising awareness about the barriers they encounter in achieving complete community inclusion. Nationally, approximately 57 million people have a disability, with around 3.5 million in Texas having a developmental disability, and approximately 475,000 having an intellectual and developmental disability.

Texas residents, both with and without developmental disabilities, greatly enrich the communities of Texas and the Concho Valley through their strengths, abilities, and contributions. While celebrating a brighter future and expanded opportunities, it is crucial to acknowledge the existing obstacles that hinder individuals with developmental disabilities from realizing their full potential in various aspects of life, such as school, work, home, or as members of their families and communities.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim March 2024 as

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

and encourages everyone to learn about how systemic barriers still exist that limit people with disabilities from enjoying equitable experiences and living independent, productive lives within their communities.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 19th day of March 2024.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, March 5, 2024

Present:

Mayor Pro tem Lucy Gonzales, SMD 4
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Larry Miller, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Pro tem Gonzales called the regular session of the San Angelo City Council to order at 8:31 a.m. on Tuesday, March 5, 2024 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

An invocation was provided by San Angelo Police Department Chaplain Marcella Jenkins. Pledges were led by San Angelo Police Department Chaplain Gary Jenkins.

3. Proclamations/Recognitions

No proclamations/recognitions.

4. Public Comment

Fire Chief Patrick Brody provided an update on the deployment of the city's fire personnel to assist with the fires in the panhandles.

County resident Jackie Chesnutt spoke about Women's History Month.

Public Works Executive Director Shane Kelton provided an update on the construction progress of the Nasworthy bridge.

5. Consent Agenda

a. Approval of the February 20, 2024 City Council regular meeting minutes (Heather Stastny)

b. Authorization of the sole source installation of PressurePave-Modified Aggregate Quick Set Systems in the amount of $741,565.80 and authorizing the City Manager to negotiate and execute any related documents (Patrick Frerich)

c. Approval of HGAC buying cooperative contract 20-00808 for installation of water meters and service line testing from Core and Main, Inc. in the amount of $1,028,534.25, budgeted for purchase in fiscal year 2024, and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

d. Approval of an agreement with the Texas Southwest Council, Inc. Boy Scouts of America for the property and camp at 7677 S. Country Club Rd. at Lake Nasworthy and authorizing the City Manager to negotiate and execute all related documents (Carl White)

e. Approval of the following Naming Rights Agreements for the San Angelo Stockshow and Rodeo Association, Inc.:
1. City of San Angelo Fairgrounds Livestock Building No. 2 and Livestock Sale Pavilion with G and G Investments, Inc.
2. City of San Angelo Fairground Exhibit Building with First Financial Bank (Carl White)

DRAFT

f. Approval of the transfer of the Continuum of Care, Rapid Rehousing Program grant from the City to the Housing Authority of San Angelo (HASA) (Bob Salas)

g. Aprpoval of updates to the Americans with Disabilities Act Grievance Procedure (Theresa James)

h. Adoption of a resolution to amend the Policy and Procedures Manual for Lake Nasworthy Lease of Commercial Lot Leases of City-Owned Property (Sarah Tackett-Torres) **(Pg. 52, 2024-015)**

i. Adoption of ordinances for the following cases for property being 11 acres located at the northwest corner of Gregory Dr. and Smith Blvd.:
1. CP23-06, a request for an amendment to the Comprehensive Plan, changing the Future Land Use from Commercial to Neighborhood and **(Pg. 53, 2024-016)**
2. Z23-18, a request to rezone from the Office Commercial zoning district to Single Family Residential zoning district (Aaron Vannoy) **(Pg. 56, 2024-017)**

j. Adoption of ordinances for the following cases:
1. CP23-05, a request for an amendment to the Comprehensive Plan, changing from Commercial to Neighborhood Center being 3.72 acres located at 1621 & 1705 N. Chadbourne St. and 22, 21, 18, 17, & 15 W. 17th St. and 22, 18, 16, 10, & 6 W. 16th St.; and, **(Pg. 59, 2024-018)**
2. Z23-19, a request to rezone from the General Commercial/Heavy Commercial zoning district to the Low-Rise Multi-Family Residential zoning district being .482 acres located at 1621 N. Chadbourne St. (Aaron Vannoy) **(Pg. 62, 2024-019)**

k. Adoption of an ordinance for Z23-20, a request to rezone from the Light Manufacturing zoning district to the General Commercial zoning district, being 7.39 acres located at 926 Humble Rd. (Aaron Vannoy) **(Pg. 65, 2024-020)**

l. Consideration of an ordinance for Z23-21, a request to expand the Open Structure Overlay map to include the following area of Angelo Heights neighborhood: the 1000, 3000, and 4000 blocks of Catalina Dr., 2000 and 3000 blocks of Nueces Dr., 1000 block of Louise Dr, 1000 block of Cordell Dr., 2700 block of Eunice Dr., and the 2700 block of Erline Dr. (Aaron Vannoy)

m. Adoption of an ordinance for PD23-08, a request to rezone from the Ranch & Estate zoning district to the Planned Development zoning district with an underlying General Commercial zoning, allowing kennels, parking, exercise area, staff area and the housing of dogs, cats, and small animals awaiting adoption, being 5.436 acres located at 1521 S. Concho Park Dr. (Aaron Vannoy) **(Pg. 68, 2024-021)**

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

Motion: Council Member Thompson made a motion, seconded by Council Member Miller, to table item 5l to the next City Council Meeting on March 19, 2024. The motion carried unanimously (5) ayes to (0) nays, with no public comment.

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

6. Regular Agenda

a. Approval of Tax Increment Reinvestment Zone (TIRZ) incentive funding for the South TIRZ private project at 36 E. Twohig totaling $75,000 (Presentation made by Planning & Development Services Director Aaron Vannoy)

County resident Jackie Chesnutt inquired about the process involved in obtaining TIRZ funding.

Citizen Zane White (SMD 6) spoke in opposition to TIRZ funding for 36 E. Twohig.

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

b. Discussion, direction, and possible action on the following:
1. Amendments to Section 406 "Bed and Breakfast Establishments and Short-Term Rentals" of the Zoning Ordinance
2. Adoption of a resolution calling a joint public hearing of City Council and the Planning Commission regarding amendments to Section 406 "Bed and Breakfast and Short-Term Rentals" of the Zoning Ordinance, Section 313 "Use Table" of the Zoning Ordinance, and establishing alternative notice procedures (Presentation made by Planning & Development Services Director Aaron Vannoy) **(Pg. 72, 2024-022)**

County resident Jackie Chesnutt expressed concerns of overregulating.

Citizen Doug Robinson (SMD 5) spoke in opposition to the 500 ft. required buffer between an STR or BnB.

Motion: Council Member Thomas made a motion, seconded by Council Member Miller, to approve the item as presented, scheduling a joint meeting of the Planning Commission and City Council on April 16, 2024. The motion carried (5) ayes to (0) nays.

~~**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 on this item.

b. Approval of various Board nominations:
Design & Historic Review Commission: Brooks Wehner (SMD6) to a first term ending September 2025
Public Housing Authority: Janice Carson (Mayor) to a first term ending March 2026

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to approve the item, as presented. The motion carried unanimously (5) ayes to (0) nays, with no public comment.

c. Announcements and consideration of Future Agenda Items

No action taken on this item.

9. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to adjourn the meeting. The motion carried unanimously (5) ayes to (0) nays, with no public comment.

DRAFT

There being no further business, the meeting adjourned by consensus at 9:37 a.m.

THE CITY OF SAN ANGELO, TEXAS:

_____
Lucy Gonzales, Mayor Pro tem

ATTEST:

_____
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 on Council meetings may be obtained from the City Clerk's Office, or a video of the entire meeting may be purchased from the Public Information Officer at 481-2727. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

DRAFT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: March 19, 2024

Item type: Consent Item

Caption:

Consider authorizing the City Attorney to begin termination of Lake Nasworthy Residential Lot Lease and eviction proceedings for non-payment of annual rent on 2898 Red Bluff Circle (Sarah Tackett-Torres)

Staff Recommendation:

Approve

Summary/History:

The following tenant is delinquent in paying annual Lake Nasworthy residential lot lease fees. All reasonable collection efforts made by the Real Estate Division have failed. Collection efforts included certified mailings to the tenants and their lender (if any). Notices have been mailed yearly since 2019 notifying tenants of the increase in their annual lease fees for those at market value. The 2019 notice provided tenants with their actual annual lease fee as follows:
1. 2019 annual lease fees would remain at 1.5% of the appraised value. Again, tenants were provided with their specific annual lease fee;
2. 2020 the annual lease fee would increase to 2% of the appraised value;
3. 2021 & 2022 the annual lease fee would go to 4% of the appraised value; and
4. 2023 the annual lease fee moves to 6% of the appraised value.
The notices have always been specific to the tenant and included the estimated annual lease fee amounts.

It is the recommendation of the Real Estate Division that the City Attorney's Office terminate the Lake Nasworthy Residential Lot Lease and begin the eviction process on the following lake lot residential lot lease for failure to pay 2023 annual lease fees:
1. 2898 Red Bluff Circle; Gilbert Velez; annual lease fee due October 1, 2023; total amount due including late fees - $7,760.00; to date no payments have been received.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Sarah Tackett-Torres

Approvals/Reviews:

Sarah Tackett-Torres	Created/Initiated
Sarah Tackett-Torres	Approved
Shane Kelton	Approved
Theresa James	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Samantha Kneisler, Senior Services

Meeting Date: March 19, 2024

Item type: Consent Item

Caption:

Consider awarding RFB REC-01-24 to Ben E. Keith Company in the amount of $77,674.41 for Recreation-Senior Services Congregate Meal Program and authorizing the City Manager to negotiate and execute all related documents (Aaron Kentner)

Staff Recommendation:

Approve

Summary/History:

Recreation-Senior Services Congregate Meal program offers a hot meal for lunch for adults in the community, 60 years of age and over, from 11:00 am-12:30 pm, Monday through Friday, at Santa Fe Crossing Senior Center. A participant must be registered, and the cost is a suggested donation of $3. Guests are welcome for lunch at a $6 cost.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
103 Intergovenmental	103-6700-441-06-30		$97,579.00

Financial Impact:

Funding for the Senior Services Congregate Meal Program comes from Title III C-1 grant received from Concho Valley Council of Governments-Area Agency on Aging ($119,723 / 39% of the budget), contributions from diners ($39,222 / 13% of the budget), and General Fund ($149,447 / 48% of the budget).

$97,579.00 is the amount budgeted for the year for food for the program. Other food products, mostly fresh and perishable goods, are purchased in smaller amounts locally.

Other Information/Recommendation:

A Request for Bid for the purchase of food for the Senior Services Congregate Meal Program was sent out on February 1, 2024, with two potential vendors responding, Ben E. Keith Company and Sysco West Texas. The Ben E. Keith Company total cost of food expected to purchase during a year was less than Sysco West Texas. We would like to award the bid to Ben E. Keith Company due to the savings in food cost.

Attachments:

1.	01 RFB REC-01-24 Senior Center Food and Nutrition	01 RFB REC-01-24 Senior Center Food and Nutrition.pdf
2.	Bid Tab-Senior Center Food and Nutrition REC-01-24	Bid Tab-Senior Center Food and Nutrition REC-01-24.xlsx

Presentation:

Aaron Kentner

Approvals/Reviews:

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

City of San Angelo

REQUEST FOR BIDS

RFB REC-01-24 • Recreation Department

Senior Center Food and Nutrition

SUBMITTAL DEADLINE: AVAILABLE ON CITY OF SAN ANGELO - BONFIRE

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

CITY OF SAN ANGELO, TEXAS
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
325.657.4219 • sapurch@cosatx.us

TABLE OF CONTENTS

This Table of Contents is intended as an aid and not as a comprehensive listing of the Bid package. Vendors are responsible for reading the entire Bid package in Bonfire and complying with all specifications.

Section **Page**

TABLE OF CONTENTS II

1. INVITATION 4

1.1 GENERAL 4
1.2 CONFIDENTIALITY 4
1.3 DOCUMENT AVAILABILITY 4
1.4 INSURANCE AND INDEMNIFICATION REQUIREMENTS 4
1.5 INTERPRETATIONS 4
1.6 REQUIRED RESPONSE 4
1.7 DEADLINE AND DELIVERY LOCATION 4
1.8 ADDENDA 4
1.9 COPIES OF BID TABULATION RESULTS 4
1.10 AWARD OF CONTRACT 4
1.11 ACCEPTANCE OF BID CONTENT 5
1.12 EQUAL EMPLOYMENT OPPORTUNITY 5
1.13 POINTS OF CONTACT 5

2. INSTRUCTIONS TO VENDORS 6

2.1 RESTRICTIONS ON COMMUNICATION 6
2.2 CORRECTIONS, ADDITIONS, OR DELETIONS 6
2.3 SPECIFICATIONS 6
2.4 SUBSTITUTIONS 7
2.5 MATERIALS 7
2.6 BID ITEMS 7
2.7 AUTHORIZED SIGNATURE 7
2.8 MODIFICATION OR WITHDRAWAL OF BIDS 7
2.9 PRICES 7
2.10 DELIVERY DATE 7
2.11 DEFAULT IN DELIVERY 7
2.12 DELIVERY TIMES 7
2.1 REJECTION OF BIDS 8
2.2 EVALUATION FACTORS 8
2.3 DISQUALIFICATION 8
2.4 PARTIAL AWARD 8
2.5 RESERVATIONS 8
2.6 ACCEPTANCE 8

3. TERMS AND CONDITIONS 9

3.1 ORDER PLACEMENT 9
3.2 SHIPMENT UNDER RESERVATION PROHIBITED 9
3.3 TITLE AND RISK OF LOSS 9
3.4 DELIVERY TERMS AND TRANSPORTATION CHARGES 9
3.5 NO REPLACEMENT OF DEFECTIVE TENDER 9

3.6 PLACE OF DELIVERY 9
3.7 INVOICES AND PAYMENTS 9
3.8 GRATUITIES 9
3.9 SPECIAL TOOLS AND TEST EQUIPMENT 9
3.10 WARRANTY-PRICE 10
3.11 WARRANTY-PRODUCT 10
3.12 SAFETY WARRANTY 10
3.13 NO WARRANTY BY CITY AGAINST INFRINGEMENTS 10
3.14 RIGHT OF INSPECTION 10
3.15 CANCELLATION 10
3.16 TERMINATION 10
3.17 FORCE MAJEURE 10
3.18 ASSIGNMENT-DELEGATION 11
3.19 WAIVER 11
3.20 MODIFICATIONS 11
3.21 INTERPRETATION-PAROL EVIDENCE 11
3.22 APPLICABLE LAW 11
3.23 ADVERTISING 11
3.24 RIGHT TO ASSURANCE 11
3.25 EQUAL EMPLOYMENT OPPORTUNITY 11
3.26 CONFLICT OF INTEREST 11
3.27 CERTIFICATE OF INTERESTED PARTIES (FORM 1295) 12
3.28 TAXES AND PERMITS 12
3.29 EXAMINATION OF CONTRACT DOCUMENTS 12
3.30 LEGAL VENUE 12
3.31 FUNDS – PRICE 12
3.32 CLAIMS FOR OVERCHARGES 12
3.33 PIGGY-BACK PROCUREMENTS 13
3.34 PRICE ESCALATION 13
3.35 TIME OF PERFORMANCE 13

4. ATTACHMENTS 14

BID SHEET INSTRUCTIONS 15

1. INVITATION

1.1 General

The City of San Angelo is requesting bids for the purchase of food for the Senior Nutrition Program. The contract will be for one year with one (1) one (1) year renewal option.

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: REC-01-24 / Senior Center Food and Nutrition

1.4 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.

1.5 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.

1.6 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.

1.7 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 RFB SUBMITTAL ARRIVES VIA BONFIRE BY THE SPECIFIED DEADLINE. WE RECOMMEND GIVING YOURSELF AMPLE TIME TO COMPLETE THE REQUIREMENTS.

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 Points of Contact

Jeffrey Tomlinson, Purchasing Manager
Purchasing Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4219

Samantha Kneisler, Recreation Supervisor
Senior Services
City of San Angelo
618 S. Chadbourne St.
San Angelo, Texas 76903

2. INSTRUCTIONS TO VENDORS

2.1 Restrictions on Communication

Respondents shall not communicate with: 1) elected City officials, City staff, or contracted agents of the City regarding the RFB from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City officials/employees/agents 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 and from opportunities to bid on future projects.

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 questions via e-Procurement Portal (Bonfire) concerning this RFB up to a week prior to submission due date. Questions received after the stated deadline will not be answered. Submission of questions to any other party prior to award may result in the disqualification of a respondent from bidding on this project as well as future projects for the City.

   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.
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 must submit a written request no later than five (5) calendar days from the date the letter was sent. Failure to submit a letter in writing to the Purchasing office prior to the end of the fifth day shall be at the risk of the respondent. 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 RFB will be in the form of a written addendum.

2.3 Specifications

The specifications herein shall be the basis of comparison. 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. Vendors are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

2.4 Substitutions

It is the intention of the City of San Angelo to purchase products similar or equal to that specified. **Variation from the specification must be noted in Bid by the bidder/respondent. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification(s) defined herein.** Each bidder, if not bidding on specified goods, is required to furnish with their Bid, a complete detailed description, and specifications of each item up which they are bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with Bidder's name, address, and Bid Number reference. Approval of substitute "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the Respondent to supply the remaining items meeting specifications at the Bid price.

2.5 Materials

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

2.6 Bid Items

Vendors are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the vendor's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

2.7 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.

2.8 Modification or Withdrawal of Bids

Bids can only be altered using the online Bonfire Portal system. Bids may be withdrawn before the closing time and date using the Bonfire Portal. After the closing time and date a bid can only be withdrawn with acceptable reason in writing and with approval of the Purchasing Division.

2.9 Prices

Vendor is to quote its lowest and best price Free On Board (F.O.B.) destination on each item to shipping location in San Angelo, Texas unless otherwise specified in the invitation. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts will be taken, if earned. Bids must be firm, however if a vendor believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted as quantity per unit specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

2.10 Delivery Date

Bid must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disregarded.

2.11 Default in Delivery

The vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the Vendor shall give prior notice to the Purchasing Division who shall have the right to extend the delivery date, if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy, shall cause the City to purchase the goods elsewhere and charge any increase in cost and handling to the defaulting Vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

2.12 Delivery Times

Deliveries will be accepted from 7:00 a.m. to 10:00 a.m., Monday thru Friday, unless prior arrangements have been made. For large orders, 24 hour notice to the receiving department is required to eliminate delays in delivery.

2.1 Rejection of Bids

The City of San Angelo reserves the right to reject all bids, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional bids.

2.2 Evaluation Factors

It is **not** the policy of the City to purchase on the basis of low bids alone. In evaluating bids, the following considerations shall be taken into account to determine the "best value" for the City:

A. the purchase price, including reasonable payment discounts;

B. the reputation of the vendor and of the vendor's goods or services;

C. the quality of the vendor's goods or services;

D. the extent to which the goods or services meet the City's needs;

E. the vendor's past relationship with the City;

F. the impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses;

G. the total long-term cost to the City to acquire the vendor's goods or services; and,

H. Any other relevant factor specifically listed in the request for bids.

2.3 Disqualification

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

A. The vendor is involved in any litigation against the City of San Angelo;

B. The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City;

C. The vendor 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 vendor.

2.4 Partial Award

Vendors may furnish pricing for all or any portion of the bid invitation. UNLESS vendor specifies otherwise in its bid, the City may award contracts for any item or group of items listed.

2.5 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; or,

E. Increase or decrease the quantity specified, unless the vendor specifies otherwise.

2.6 Acceptance

Acceptance of respondent's qualifications will be in the form of a purchase order and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

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 actually 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 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.

3.6 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".

3.7 Invoices and Payments

Vendor shall submit separate invoices on each Purchase Order that indicate the Purchase Order number and supply agreement, if applicable. Invoices shall be itemized and include a copy of the bill of lading and the freight waybill, when applicable. Payment terms will be outlined in the attached draft contract.

Payment may be withheld by City, at the discretion of the City, to vendor until all required documents pertaining to the sale are received by the City.

3.8 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.

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 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 in the event that 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.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 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.

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

3.21 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.

3.22 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.

3.23 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.

3.24 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.

3.25 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.

3.26 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.

3.27 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 original, within thirty (30) days of Council award or the contract may be voided.

3.28 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.

3.29 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.

3.30 Legal Venue

Tom Green County, Texas

3.31 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.

3.32 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.

3.33 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.

3.34 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.

3.35 Time of Performance

This supply agreement will be for one (1) year effective from the bid award date by the City Council. One (1) additional one (1) year term extensions will be available subject to agreement by both parties.

The vendor must notify the City ninety (90) days prior to the end of each one (1) year term as to their intention to terminate the contract. Terms will renew automatically unless ninety (90) days written notice is given by either party for termination.

4. ATTACHMENTS

Please submit the following to Bonfire:

- ☐ Bid Sheet (Excel File)
- ☐ Required Forms:
  - Conflict of Interest Questionnaire
  - Contact Information Form
  - IRS Form W-9
  - Debarment and Suspension Certification
  - Local Preference Consideration Application & Economic Impact Details (Optional)
  - Prohibited Contracts Form
  - Special Insurance Rider
  - Certificate of Insurance
  - Vendor Compliance on Reciprocity Form

In submitting its bid, vendor 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 vendor influenced or attempted to influence the bidding process, the City may, in its discretion, reject the bid.

CITY OF SAN ANGELO, TEXAS
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
325.657.4219 • sapurch@cosatx.us

Bid Sheet Instructions

***Please complete the Excel file from Bonfire with item descriptions and quantities. ***

A. Refer to Instructions to Vendors before completing Bid Sheet and quote your best price F.O.B. destination on each item.

B. Quantities listed are based on approximate twelve (12) month usage.

Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.

CITY OF SAN ANGELO
Sysco West Texas Bid Sheet
REC-01-24 Senior Food & Nutrition

EXAMPLE - Pricing should be reduced to the smallest unit of measure within the case/box. I.e. one (1) pie costs $2.75, four (4) pies 2.75 * 4 * 8 = $88.00

EXAMPLE	Cobbler-Berry	5 lb	4	8		$ 2.75

DAIRY PRODUCTS

Item	Description	Unit Size	Number per case	EST. QTY of cases		Unit Cost
	DAIRY					
5132234	Cheese American 120 Slices Deli-Yellow	4/5 lb	4	4		13.76
2406163	Cheese Cheddar Mild Fancy Shredded Yellow	4/5 lb	4	3		13.46
2593440	Cheese Mozzareilla Shrd Whl Mlk	4/5lb	4	2		14.72
2389278	Cheese Parmesan Dry Grated	6/5 lb	6	1		28.63
1203207	Cream Sour All Natural Grade A	4/5 lb	4	9		9.34
7070888	Margarine Cup Fresh Btry	912/5 GM	912	3		0.04
0420778	Margarine Liquid	2/17.5 lb	2	5		25.19
5164175	Margarine Solid ZTF	30/1 lb	30	10		1.19
4676280	Milk 2% Gallon	4/1 gal	4	36		5.32
2328391	Yogurt Vanilla Light & Fit	6/32 oz	6	5		3.13

Days for Delivery **Monday & Wednesday**

PRODUCE

Item	Description	Unit Size	Number per case	EST. QTY of cases		Unit Cost
	PRODUCE					
1158542	Banana FreshGreen	1/40 lb	1	2		24.22
1675859	Broccoli Florets Iceless	4/3 lb	4	13		7.8
1982362	Cabbage Green Shredded w/Carrots	4/5 lb	4	8		5.59
1080449	Cabbage Green Fresh Medium	1/25 lb	1	4		35.44
1675735	Carrots Shredded Fresh	4/5 lb	4	18		1.52
6169999	Carrots Sticks Hand Stacked	1/5 lb	1	7		14.74
1908284	Celery Pascal Foodservice	1/3 ct	3	10		9.09
2058857	Chives Fresh	1/8oz	1	4		10.18
4614830	Cucumbers Fresh	1/24 ct	24	3		24.96
7412596	Lemon Fresh	1/12 ct	12	15		10.07
1908268	Lettuce Greens Leaf Foodservice	1/6 ct	6	18		16.23
1675602	Lettuce Salad Mix Separated Fresh	4/5 lb	4	16		6.55
1675545	Lettuce Shredded .25" Fresh	4/5 lb	4	14		6.49
1911502	Melon Cantaloupe Fancy Fresh	1/12 ct	12	13		28.9
4350074	Melon Honeydew Fresh	1/8 ct	8	13		26.4
1300391	Mushrooms Sliced Fresh	1/5 lb	1	4		16.06
7210106	Onions Red Fresh Jumbo	1/5 lb	1	9		4.81
7201989	Onions Yellow Jumbo Fresh Carton	1/5 lb	1	16		3.74
1908359	Parlsey Fresh	1/12 ct	1	2		15.01
7222834	Pepper Green Bell Fresh Large	1/5 lb	1	17		9.06
7222833	Pepper Red Bell Fresh Large	1/5 lb	1	12		10.98
1008465	Potato Baking Idaho 90 Count Fresh	1/50 lb	1	10		27.59
8484438	Potato Red Frsh	1/50lb	1	6		34.66
7150758	Potato Sweet	1/40lb	1	2		32.32
2527786	Salad Fruit Combination	1/24 lb	1	57		19.81
1930551	Salad Potato	3/8 lb	3	11		15.86
1675925	Spinach Clipped Fresh	1/2.5 lb	4	4		5.17
2203024	Tomato Cherry Fres	12/1pt	12	15		4.63
1008648	Tomato Layer Fresh Packed 4x5	1/40 ct	40	15		46.42

Days for Delivery **Monday & Wednesday**

CITY OF SAN ANGELO
Sysco West Texas Bid Sheet
REC-01-24 Senior Food & Nutrition

CANNED AND DRY

Item	Description	Unit Size	Number per case	EST. QTY of cases		Unit Cost
	CANNED AND DRY					
4061875	Apple Sliced in Water 6.5#	6/#10	6	11		10.48
4062030	Applesauce Fancy Unsweetened	6/#10	6	2		9.42
3686979	Apricot Halces Peeled in Fruit Juice	6/#10	6	2		12.29
4062360	Bean Great Northen	6/#10	6	6		8.22
3362274	Bean Pinto Fancy	6/#10	6	10		8.17
7224186	Bean Ranch Style	6/108 oz	6	6		4.14
4015285	Beet Sliced Salad Mw	6/#10	6	2		8.30
8563280	Cereal Hot Oat Old Fashioned	12/42 oz	12	2		5.08
7278401	Cherry Maraschino Plain Large in Plastic Container	6/.5 gal	6	3		16.16
4073847	Chip Corn Regular	8/16 oz	8	5		2.42
7221917	Chip Potato Ripple	9/1 lb	9	6		3.36
5567334	Chip Tortilla Triangles Corn White	4/16 oz	4	4		2.44
2870400	Cookie Chocolate Chip 324 count	1/10 lb	1	8		2.23
NO BID	Cookie Sugar 324 count	1/10 lb	1	6		
4008314	Cookie Vanilla Wafer Bulk Pack	6/13.3 oz	6	7		2.29
4537371	Dressing Coleslaw	4/1 gal	4	6		18.04
4582740	Dressing French	4/1 gal	4	3		15.63
4537559	Dressing Italian Golden	4/1 gal	4	3		15.28
4537797	Dressing Italian Creamy	4/1 gal	4	3		12.89
4537611	Dressing Ranch	4/1 gal	4	4		17.07
4016523	Filling Pie Cherry	6/#10	6	6		20.06
4010880	Filling Pie Peach	6/#10	6	4		15.76
8379251	Flour All Purpose Hotel & Restaurant Bleached Enriched	1/25 lb	1	3		13.75
2183368	Fruit Cocktail Choice in Extra Light Syrup	6/#10	6	10		12.28
4010344	Gelatin Assorted Citrus	12/24 oz	12	2		3.89
4010351	Gelatin Cherry	12/24 oz	12	2		3.6
5581244	Green Mustard Chopped Fancy	6/#10	6	5		6.96
6638738	Ketchup Squeeze Red Upside Down	16/20 oz	16	2		1.77
4274981	Ketchup Packet Poly	1000/7gm	1000	5		0.03
4080966	Marshmallow Mini White	12/1 lb	12	2		2.33
4002432	Mayonnaise Heavy Duty	4/1 gal	4	4		12.41
3718533	Mayonnaise Packet	500/12gm	500	10		0.17
4219747	Milk Evaporated	24/12 oz	24	4		1.46
4001947	Mix Brownie Chocolate Complete	6/6 lb	6	2		15.23
4876967	Mix Cake Chocolate Chocolate Complete	6/5 lb	6	2		14.31
5301627	Mix Cake Yellow Complete	6/5 lb	6	4		5.85
7209799	Mix Cornbread Complete	6/5 lb	6	10		6.36
8558215	Mix Gravy Brown	6/15 oz	6	10		4.50
4933933	Mix Gravy Chicken	6/14 oz	6	4		4.88
5078290	Mix Gravy White Peppered	6/15 oz	6	12		4.56
7078320	Mustard Yellow Packet	500/7gm	500	4		0.03
7048836	Mustard Yellow Prepared	4/1 gal	4	2		5.71
5875990	Olive Ripe Sliced	6/#10	6	1		12.42
4003190	Onion Chips Dehydrated	6/3 lb	6	2		15.69
3548393	Orange Mandarin Broken in Light Syrup	6/#10	6	11		10.12
3548385	Orange Mandarin Whole Sections in Light Syrup	6/#10	6	5		9.36
4290049	Pan Coating Aerosol	6/17 oz	6	2		6.35
5309547	Pasta Bow-Tie	2/5 lb	2	4		9.24
9688367	Pasta Macaroni Elbow	2/10 lb	2	5		16.12
4787297	Pasta Noodle Egg Wide	2/5 lb	2	9		13.42
4879367	Pasta Rotini-Spirali	2/10 lb	2	4		19.45
5016670	Pasta Spaghetti	20/1 lb	20	6		2.25
4114088	Pea Blackeyed	6/#10	6	9		8.38
2182388	Peach Sliced Irregular in Extra in Light Syrup	6/#10	6	10		11.29
2182208	Pear Sliced Irregular in Extra in Light Syrup	6/#10	6	12		11.86
0137828	Pickle Sliced Dill Hamburger Krinkle Kut 3/16" Premium	4/1 gal	4	6		13.89
4009932	Pie Crust Graham Cracker	12/9 in	12	2.5		1.76
4092334	Pineapple Chunk in Juice	6/#10	6	4		9.00
4106498	Pineapple Tidbits in Juice Fancy	6/#10	6	6		9.19
4675138	Potato Pearl Extra Rich	6/3.55 lb	6	6		12.33
7489378	Potato Scalloped Classic Casserole	6/2.25 lb	6	5		11.93
5044805	Pudding Mix Banana Instant	12/24 oz	12	2		4.26
4010872	Pudding Mix Chocolate Instant	12/24 oz	12	4		4.43
4010922	Pudding Mix Vanilla Instant	12/24 oz	12	4		4.05
4111498	Pumpkin Solid Pack Fancy	6/#10	6	3		12.3
4110565	Raisin Seedless Select	1/10 lb	1	3		25.6

CITY OF SAN ANGELO
Sysco West Texas Bid Sheet
REC-01-24 Senior Food & Nutrition

4295374	Rice Long Grain 4% Broken	1/25 lb	1	3		15.95
4744767	Salad Fruit Tropical Light Syrup	6/#10	6	3		6.15
2275618	Salmon Pink Fancy Can	6/4 lb	6	2		21.76
7775069	Salsa Chunky Medium Authentic	4/135 oz	4	5		17.96
4540373	Salt Granulated Iodized	1/25 lb	1	2		6.17
4043378	Salt Seasoned	4/5 lb	4	1		19.46
4602732	Sauce Barbecue	4/1 gal	4	5		12.71
1940725	Sauce Cheese Mild	6/#10	6	2		8.58
5729967	Sauce Cranberry Jellied Fancy	6/#10	6	3		12.31
4730424	Sauce Marinara Premium Midwest	6/#10	6	7		6.81
8459547	Sauce Sloppy Joe	4/#10	4	3		9.4
4005567	Sauce Soy	4/1 gal	4	1		13.51
3802147	Sauce Sweet & Sour	6/.5 gal	6	3		9.97
5740642	Sauce Tartar	4/1 gal	4	3		9.6
3845864	Sauce Teriyaki	6/.5 gal	6	1.5		11.37
5096441	Sauce Tomato Midwest	6/#10	6	6		5.63
5228424	Seasoning Cajun	6/18 oz	6	1		2.71
7228943	Seasoning Rotisserie Chkn	6/24 oz	6	1		15.46
4982963	Seasoning Salt Free 17	6/20 oz	6	1		3.11
5229752	Seasoning Taco	6/24 oz	6	3		2
4518403	Shortening Liquid Zero Trans Fat	1/35 lb	1	7		38.69
4996666	Soup Base Beef	12/1 lb	12	1		2.76
4996674	Soup Base Chicken	12/1 lb	12	1		2.52
4040317	Soup Cream of Celery	12/50 oz	12	4		5.11
4040325	Soup Cream of Chicken	12/50 oz	12	4		5.46
4040382	Soup Cream of Mushroom	12/50 oz	12	4		5.42
9806449	Spice Garlic Powder	6/21 oz	6	1		15.9
5229125	Spice Onion Powder	6/20 oz	6	2		1.59
5229265	Spice Parsley Flakes	3/10 oz	3	2		4.94
5661467	Spice Pepper Black Shaker Ground	3/5 lb	3	2		25.63
3236569	Stuffing Mix Cornbread	6/56 oz	6	2		11.88
5593702	Sugar Brown Light Cane	12/2 lb	12	3		2.79
5087572	Sugar Granulated Extra Fine Cane	1/25 lb	1	10		24.42
4202255	Tea Iced Brewed w/out tape	96/1 oz	96	10		0.21
4978856	Tomato Diced in Juice	6/#10	6	4		6.45
4204004	Topping Whipped Mix	12/12 oz	12	10		3.89
8682692	Tuna Light Chunk Water	6/66.5 oz	6	2		16.62
4114625	Yam Cut Fancy	6/#10	6	2		10.39

Days for Delivery **Monday & Wednesday**

FROZEN FOODS

Item	Description	Unit Size	Number per case	EST. QTY of cases		Unit Cost
	FROZEN FOODS					
1435197	Bean Green Cut Grade A Packaged Frozen	12/2 lb	12	8		4.03
1440270	Bean Lima Baby Grage A Packaged	12/2.5 lb	12	8		5.53
1177674	Beef BBQ Chopped in Sauce Textured Vegetable Protein	4/5 lb	4	8		18.71
1410976	Berry Perfect Individually Quick Frozen	2/5lb	2	9		23.77
1359496	Blueberry Cult IGF GR	2/5 lb	2	5		17.61
2473292	Bread Pullman Wheat .5" Sliced	10/24 oz	10	13		4.21
2473306	Bread Pullman White .5" Sliced	10/24 oz	10	6		4.18
6644462	Bread Toast Garlic	16/8 ct	16	14		2.77
7183409	Breadstick French Soft 6" Prebaked	170/1.10 oz	170	5		0.24
6988158	Broccoli Floret Poly Packaging Grade A	12/2 lb	12	14		3.91
6988166	Broccoli Cut Poly Grad A	12/2.5 lb	12	2		3.42
1480037	Brussel Sprouts Medium Grade A Packaged	6/4lb	6	3		6.78
7120554	Bun Hamburger Whole Wheat Sliced 4"	10/12 ct	10	16		3.99
7219653	Bun Hamburger Plain Sliced 4"	10/12 ct	10	9		4.00
7116694	Bun Hot Dog White 6"	12/12 ct	12	3		3.42
3019866	Cake Angel Food	6/22 oz	6	3		7.03
3959327	Carrot Sliced Crinkle-Cut Grade A	1/30 lb	1	10		50.69
3856655	Carrots Whole Baby Grade	1/30 lb	1	7		55.17
1629559	Cauliflower Individually Quick Frozen Packaged	12/2 lb	12	3		2.94
2798423	Cobbler Blackberry Ready-to-Bake	4/5.5 lb	4	4		14.86
2795973	Cobbler Peach Ready-to-Bake	4/5.5 lb	4	8		11.17
1435221	Corn Whole Kernel Grade A Packaged	12/2.5 lb	12	14		4.42
7695751	Dough Biscuit Buttermilk	120/2.2 oz	120	4		11.41
1865088	Dough Cobbler Crust Sheet	24/1 lb	24	4		2.62
7040512	Dough Cookie Butter Sugar	320/1 oz	320	3		0.15
7040504	Dough Cookie Chocolate Chip	320/1 oz	320	4		0.16

CITY OF SAN ANGELO
Sysco West Texas Bid Sheet
REC-01-24 Senior Food & Nutrition

1412667	Dough Cookie Oatmeal Raisin	240/1.33 oz	240	3		0.32
2491561	Entrée Lasagna Meat	4/6 lb	4	13		22.94
8426678	Green Turnip Chopped Individually Quick Frozen	12/3 lb	12	4		4.91
1797257	Hushpuppies with Onions	2/5 lb	2	5		9.31
2352136	Okra Cut Individually Quick Frozen	12/3 oz	12	3		5.37
3959277	Pea & Carrot	1/30 lb	1	7		56.65
3608353	Pea Green Grade A	1/30 lb	1	12		62.92
4249389	Pea Sugar Snap Grade A	12/2 lb	12	2		4.56
9792771	Pie Pumpkin Thaw & Serve 10"	6/43 oz	6	5		8.44
1994449	Potato Fry Wedge Skin-on 8-cut	6/5 lb	6	13		6.61
5020975	Potato Hash Brown Diced Skinon	6/6 lb	6	7		11.82
5021210	Potato Hashbrown Patty 2.25 oz	12/20 ct	12	2		5.20
7028587	Potato Oven Roasted Redskin Wedge 6 Count	6/2.5 lb	6	12		5.59
0079095	Potato Sheet Country Style	6/5 lb	6	6		10.51
5020997	Potato Tater Barrel	6/5 lb	6	3		8.29
7223078	Roll Dinner Honey Wheat 1.25"	6/24 ct	6	102		5.87
7225879	Sauce Alfredo	4/3 lb	4	2		16.36
1038686	Spinach Chopped Grade A	12/3 lb	12	8		5.48
2509958	Squash Yellow Sliced Individually Quick Frozen Grade A	12/3 lb	12	2		6.05
2473171	Squash Zucchini Sliced Individually Quick Frozen Grade A	1/30 lb	1	9		2.81
1024363	Strawberry Sliced 4x1	6/6.5 lb	6	6		15.17
1024454	Strawberry Whole Iqf	1/10 lb	1	22		25.47
2386134	Tortilla Flour White 6.5" Pressed	12/24 ct	12	7		1.43
3831542	Vegetable Blend California Grade A	1/30 lb	1	4		51.29
3533155	Vegetable Blend Chefcut Spring	6/4 lb	6	6		7.79
1474998	Vegetable Blend Italian Grade A	12/2lb	12	5		3.22
2560480	Vegetable Blend Stir Fry	12/2lb	12	5		4.25
1475011	Vegetable Blend Winter Mix Grade A	12/2 lb	12	4		3.22
9859315	Vegetable Mix Spring Blend	12/2lb	12	4		3.28
3532991	Vegetable Mixed 5-way	1/30 lb	1	10		58.69
3617549	Vegetarian Blend Roasted White Corn & Peppers	6/2.5 lb	6	11		7.43

Days for Delivery **Monday & Wednesday**

MEATS

Item	Description	Unit Size	Number per case	EST. QTY of cases		Unit Cost
	MEATS					
5757051	Bacon Bits Real Cooked .375 Gas Flushed	2/5 lb	2	3		41.43
4826798	Beef Brisket Sliced	2/7 #avg	2	19		73.95
1087469	Beef Fritter Chicken Country Fried	40/4 oz	40	31		1.18
0566838	Beef Ground Bulk 81%-19% Chubs Fresh	4/10#avg	4	11		36.40
2417410	Beef Ground Patty 80/20 4 x 1 oval	40/4 ox	40	2		0.98
1561364	Beef Patty Fully-Cooked Seasoned House Frozen	40/4 oz	40	48		2.22
3953532	Beef Round Inside Top Choice Angus	3/23 #avg	3	6		82.80
8804920	Beef Stew Meat 1 x 1 Machine Cut	2/5 lb	2	27		24.26
2502268	Frank All-Beef 5 per 6"	2/5 lb	2	9		17.95
1592336	Ham Buffet Boneless Ham & Water 32% Menuma	2/9-10#	2	5		33.76
8286411	Ham Smoked Sliced .67 ounce	4/2.5 lb	4	8		14.59
2369460	Meatballs Beef & Pork Italian Style 1 oz	2/5 lb	2	25		22.69
4889636	Meatloaf Pre-Cooked Sliced Deluxe	76/3.15 oz	76	13		1.23
5741701	Pork Chop Bone-In Center Cut 4 oz Seasoned	40/4 oz	40	17		1.14
5812393	Pork Loin Bnls CcVac Pak Fresh	3/6#	3	2		18.20
5023718	Sausage Polish Links Kielbasa	40/4 oz	40	18		1.13
7390396	Steak Salisbury Cooked with Soy	53/3 oz	53	8		1.21

Days for Delivery **Monday & Wednesday**

SEAFOOD

Item	Description	Unit Size	Number per case	EST. QTY of cases		Unit Cost
	SEAFOOD					
5014933	Cod Breaded Square Raw 4 ounce	1/10 lb	1	9		41.32
2898229	Cod Filet Potato Crusted w/Chives	1/10 lb	1	15		90.38
7077655	Pangasius Filet Individually Quick Frozen 5-7 oz	1/15 lb	1	6		43.64
2297945	Pollock Breaded Wedge Cooked Golden Crunchy 3.6 oz	1/10 lb	1	22		48.91
5643765	Tilapia Fillet Garlic & Herb Pan seared	32/5 oz	32	15		2.61

Days for Delivery **Monday & Wednesday**

POULTRY

Item	Description	Unit Size	Number per case	EST. QTY of cases		Unit Cost
	POULTRY					
7240611	Chicken Breast Filet Breaded Homestyle	40/4 oz	40	29		1.00
6631477	Chicken Breast Individually Frozen Boneless-Skinless	48/6 oz	48	35		1.44
7917683	Chicken Drumstick Individually Quick Frozen Raw	96/3.5 oz	96	12		42.30
1647353	Chicken Fajita Breast Strips Fully Cooked	2/5 lb	2	4		25.68
2157315	Chicken Meat Diced .5" White & Dark	2/5 lb	2	41		26.07
3927795	Chicken Tenders Fritter Homestyle Large	2/5 lb	2	25		22.21

CITY OF SAN ANGELO
Sysco West Texas Bid Sheet
REC-01-24 Senior Food & Nutrition

7000203	Chicken Thighs Individually Quick Frozen Back Portion	96/5.47 oz	96	10		66.93
7094635	Turkey Breast Sliced Smoked .7 ounces	4/2.5 oz	4	11		21.35
0427021	Turkey Diced White iqf 3/8	2/5lb	2	2		21.49
2571893	Turkey Tom Grade A Whole 20-24#	2/20-24#	2	12		46.46
NO BID	Turkey Whole Tom Semi Boneless Raw	1/13-18#	1	12		

Days for Delivery **Monday & Wednesday**

Total Estimate of Items	**245**

Total Estimate of Cases	**1878**

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: March 19, 2024

Item type: Consent Item

Caption:

Consider awarding RFB FS-10-24 to Warren Power Attachments for the purchase of one pothole patching trailer and one asphalt emulsion tank in the amount of $180,514 and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)

Staff Recommendation:

Approve

Summary/History:

Staff requests the approval of the purchase of one pothole patching trailer and one asphalt emulsion tank to be purchased from Warren Power Attachments in the amount of $107,950 (trailer) and $72,564 (tank) for use by the Street and Bridge Division. This equipment will allow for increased efficiency in pothole, trench and other asphalt repairs. The published RFB received two responses. Warren Power Attachments was selected based on their ability to meet specifications for the requested equipment.

Funding Source(s):

Financial Impact:

Funding for this equipment will come from the Street and Bridge expense budget. The expense is already assigned in the existing allocation for pothole repairs and will be redesignated for these purchases.

Other Information/Recommendation:

Attachments:

1. FS-01-24 Pothole Patcher and Emulsion Tank Bid-Tab — FS-01-24 Pothole Patcher and Emulsion Tank Bid-Tab.pdf

Presentation:

Ryan Kramer

Approvals/Reviews:

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

Total Patcher

Item Number	Item	Quantity Required	Unit Price
Pothole Patcher (1)			
#1-1	Pothole Patcher	1	107950
Emulsion Tank (1)			
#2-1	Emulsion Tank	1	72564
			$180,514.00

Texas Patcher

Item Number	Item	Quantity Required	Unit Price
Pothole Patcher (1)			
#1-1	Pothole Patcher	1	98000
Emulsion Tank (1)			
#2-1	Emulsion Tank	1	89000
			$187,000.00

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: March 19, 2024

Item type: Consent Item

Caption:

Consider approving an amendment to the Concession Agreement between the City of San Angelo and San Angelo Host, Inc. and authorizing the City Manager to negotiate and execute all related documents (Carl White)

Staff Recommendation:

Approve

Summary/History:

We recommend approval of this third amendment to the City's concessions agreement with San Angelo Host.

Key points of this amendment include:

- Removal of the Indoor Arena (aka "The Red Barn" or "The Bly Arena") from the list of properties under the agreement since this property is now leased to Angelo State University.
- Removal of the Bosque area and Bart DeWitt Park from the list of properties under the agreement to offer more flexibility for special events and seasonal openings. Should this amendment be approved, Recreation would run the Bosque area.
- Removal of the "vending sales" section of the agreement, since it never functioned well for either party.
- Authorizing the City Manager (or designee) to amend Exhibit A (list of properties under the agreement) and Exhibit B (concessions products price list) with mutual agreement of the concessionaire, in writing.
- Adding two years to the term of the agreement due to loss of business during the recent pandemic. If this amendment is approved, the term would expire June 7, 2028.

Previous amendments to the agreement addressed the operation of a point of sales system.

The original agreement went into effect June 8, 2015.

Funding Source(s):

Financial Impact:

San Angelo Host pays the City 20 percent of its gross revenues from the sale of food and non-alcoholic beverages and 25 percent from its sale of alcoholic beverages. In fiscal year 2023, San Angelo Host paid $66,886 to the City.

Other Information/Recommendation:

Attachments:

1. Amendment 3 Concessionaire Agreement Amendment 3 Concessionaire Agreement.docx

Presentation:

Carlton White

Approvals/Reviews:

Carlton White	Created/Initiated
Theresa James	Approved
Rick Weise	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval

AMENDMENT 3 TO THE CONCESSION AGREEMENT BETWEEN THE CITY OF SAN ANGELO AND SAN ANGELO HOST, INC.

WHEREAS, the City of San Angelo ("City") and San Angelo Host, Inc. ("Concessionaire") entered into a Concessions Agreement ("Agreement") effective June 8, 2015 for the provision of certain concessions services to the City; and

WHEREAS, the Parties executed Amendment 1 to the Agreement that extended the term and amended Section 8.13 "Acceptance of Credit Cards and Settlement" to provide that the concessionaire will work under a Point of Sales system provided by the City; and

WHEREAS, the Parties executed Amendment 2 which modified Amendment 1 to the Agreement by modifying terms related to the Point of Sales system and costs associated with the Point of Sales system; and

WHEREAS, it is now necessary to make further modifications to the Agreement to accommodate lost service time due to the pandemic and make other changes that have become necessary over time.

NOW THEREFORE, the Parties agree as follows:

Part 1. Section 3.2 "Extension Option" of the agreement shall be amended to extend the expiration of the agreement to June 7, 2028.

Part 2. Section 3.6 "Vending Sales" shall be deleted in its entirety.

Part 3. Section 11.7 "Entire Agreement" shall be amended to read as follows:

"This Agreement, as amended, and any exhibits attached hereto constitute the entire agreement between the Parties. There are no oral representations, understandings, agreements or promises pertaining hereto not incorporated herein. No provision of this agreement, with the exception of Exhibit A and Exhibit B, shall be altered, waived, amended, or extended except by a written instrument approved by the City Council and signed by both Parties. Exhibit A may be amended without approval of City Council through a written document executed by the City Manager or designee and Concessionaire. Exhibit B shall be amended in accordance with 6.1.11 of this Agreement."

Part 4. Exhibit "A" to the Agreement shall be amended to delete the following Properties from the listing of properties where the Agreement applies: Indoor Arena (E 43rd Street), Bart DeWitt Park, Bosque Park (area including the miniature golf course, concession building and sand volleyball area, food trucks will remain exempt from the agreement).

Part 4. Except as agreed herein, this Amendment 3 shall not amend, modify, or supplement any provision of, or constitute a consent to or waiver of any noncompliance with the provisions of the Agreement or Amendment 1 or 2 to the Agreement. All remaining provisions of the Agreement and prior amendments shall remain in full force and effect.

Executed and Effective _____.

CITY OF SAN ANGELO

Daniel Valenzuela, City Manager

ATTEST:

Heather Stastny, City Clerk

SAN ANGELO HOST EVENTS, INC.

Giancarlo Campanelli, General Manager

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Brandon Dyson, Assistant City Attorney, Legal

Meeting Date: March 19, 2024

Item type: Consent Item

Caption:

Consider a resolution authorizing the City of San Angelo to suspend the Statement of Intent to Change Rates proposed by AEP Texas and authorize the City to participate with the cities served by AEP Texas in hiring legal counsel to intervene in PUC Docket No. 56165 in which AEP is seeking to increase electric distribution rates by approximately $110.4 million per year and transmission rates by $63.1 million per year (Theresa James)

Staff Recommendation:

Adopt

Summary/History:

AEP Texas Inc ("AEP Texas" or "Company") filed an application on February 29, 2024 with cities retaining original jurisdiction seeking to increase system-wide distribution rates by $110.4 million per year (an increase of 13.1%) and increase system-wide transmission rates by $63.1 million (an increase of 9.29%). According to AEP Texas, the impact of this approval on an average residential customer would be an increase of about $4.59 per month.

The resolution suspends the April 4, 2024 effective date of the Company's rate change for the maximum period permitted by law to allow the City, working in conjunction with other Cities served by AEP Texas to intervene in the Public Utility Commission Docket No. 56165 to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, AEP Texas's rate request is deemed approved.**

Funding Source(s):

Financial Impact:

Company will reimburse cities for their reasonable-rate case expenses.

Other Information/Recommendation:

Attachments:

1. Resolution for AEP Texas 2024 Rate Case Resolution for AEP Texas 2024 Rate Case.docx

Presentation:

Theresa James

Approvals/Reviews:

Brandon Dyson	Created/Initiated
Theresa James	Approved
Heather Stastny	Final Approval

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF CITY OF SAN ANGELO, TEXAS SUSPENDING THE APRIL 4 2024 EFFECTIVE DATE OF AEP TEXAS INC.'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS AND AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE COMMISSION; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about February 29, 2024, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of San Angelo, Texas ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 4, 2024 and

WHEREAS, the City is an electric utility customer of AEP Texas and a regulatory authority with an interest in the rates and charges of AEP Texas; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City's consultants and attorneys recommend that the City suspend the application for further review.

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

SECTION 1. That the April 4, 2024, effective date of the rate request submitted by AEP Texas on or about February 29, 2024, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City joins other Cities Served by AEP Texas in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 3. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Public Utility Commission of Texas' consideration of AEP Texas' rate filing in Docket No. 56165 as it affects the customers in the unincorporated areas of AEP Texas' service territory.

SECTION 4. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (aepaustintx@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 19th day of March, 2024.

_____
Brenda Gunter, Mayor

ATTEST:

_____
Heather Stastny, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Charlotte Anderson, Keep San Angelo Beautiful Executive Director, Operations

Meeting Date: March 19, 2024

Item type: Regular Item

Caption:

Keep San Angelo Beautiful Annual Report for 2023 (Presentation made by KSAB Executive Director Charlotte Anderson)

Staff Recommendation:

Accept

Summary/History:

Review of 2023 Activities and Events

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1. 2023 KSAB Report for City Council — 2023 KSAB Report for City Council.pdf

Presentation:

Charlotte Anderson

Approvals/Reviews:

Charlotte Anderson	Created/Initiated
Patrick Frerich	Approved
Theresa James	Approved
Heather Stastny	Final Approval

KEEP SAN ANGELO BEAUTIFUL

MISSION: create awareness and maintain clean, green and beautiful spaces through art, science, and education.

VISION:

- support safe neighborhoods,
- thriving community and
- beautification to
- increase economic growth and development of our businesses and
- enhance the quality of life in San Angelo.

CHARLOTTE ANDERSON
Executive Director

www.cosatx.us

TRASH CLEANUPS

- 15 CLEANUPS
- 51,055 LBS OF TRASH
  and HAZARDOUS WASTE

www.cosatx.us

PLEDGE TO BE LITTER FREE

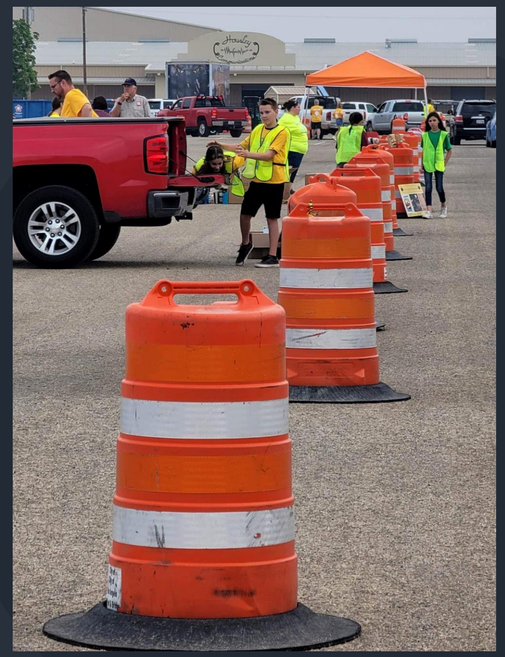
Keep SAN ANGELO Beautiful
PLEDGE TO BE
LITTER FREE
TIRE'S TO GO! TIRE DROP OFF
NOV 19 FOSTER COLISEUM 7AM-9:30AM
studio

TIRES
6,000

VOLUNTEER
Keep SAN ANGELO

PLEDGE TO BE
LITTER FREE
Keep
SAN ANGELO
Beautiful
Signs By:
All Signs
so San Angelo can do beautiful things!

Keep
SAN ANGELO
Beautiful
$2 DONATION
PER TIRE
Keep
SAN ANGELO
Beautiful
Signs By:
All Signs
so San Angelo can do beautiful things!



HAZARDOUS WASTE

www.cosatx.us

TREES – 950

STAR SPANGLED CELEBRATION

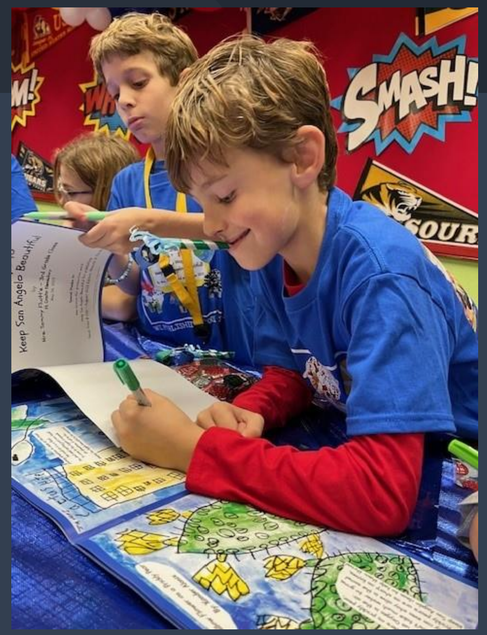
ELLA SAVES THE OCEANS

30,000+ BAGS

www.cosatx.us

EDUCATION

GO AS RAM!



BEAUTY AND THE BOOK!

Serving over 2,650 students on 30 campuses!

AWARENESS

Keep
SAN ANGELO
Beautiful
REAL TEXANS
DON'T LITTER
HAZARDOUS WASTE & ECO-FAIR
June 11 • 7am • Coliseum
LAMAR

Keep
SAN ANGELO
Beautiful
WATER WISELY
MAKE EVERY
DROP COUNT!
LAMAR

Don't
Mess With
Texas

BEAUTIFICATION

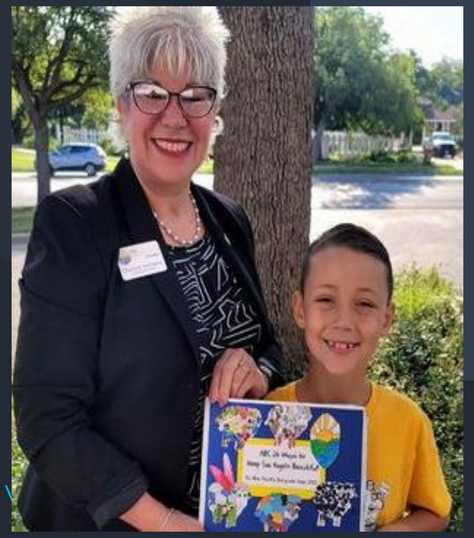
www

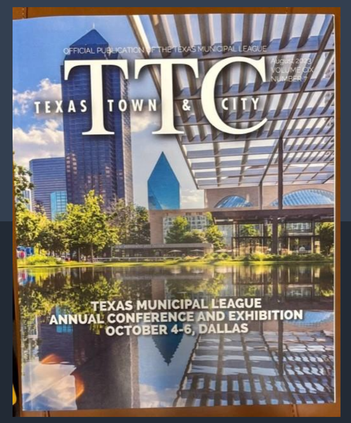
KEEP SAN ANGELO BEAUTIFUL HIGHLIGHTS

- TCEQ – 2024 Texas Environmental Excellence Award – Community/Civic Tires To-Go
- State of Texas Alliance for Recycling – Texas Environmental Leadership Awards

  Extraordinary Recycling Event “Tires” & Outstanding Public Outreach
- Keep Texas Beautiful Gold Star Affiliate – 3 years
- Governor’s Community Achievement Award of Sustainable Excellence - 3 yr.
- Keep Texas Beautiful – Beautify Texas Award “Public Education & Outreach”
- KTB – HEB Green Bag Grant Winner – 4 years & Recycling Winner 2023
- Keep Texas Beautiful Judge GCAA
- Keep Texas Beautiful Conference & Webinar Presenter
- KTB – Mentor – Little Elm, Brazos, Big Lake, Andrews, Kemah
- Apache Tree Grant – 4 years – 8-10 Proclamations
- San Angelo Lifestyles 2021 - Texas Town & City 2022 –

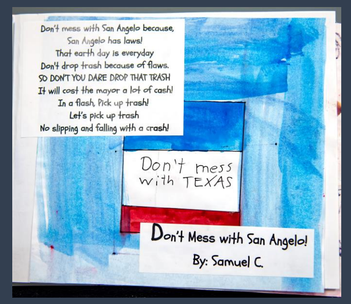
  “Tires To-Go” 2022 - “Beauty & the Book” 2023
- TXDOT Recognition & DMWT Barrel Presentation
- Publishing “ABC” 26 Ways to Keep San Angelo Beautiful
- Initiate “Youth Advisory Council & 1st Recycled Art Contest





GRATITUDE

178 PUBLIC/PRIVATE PARTNERSHIPS



THE CITY OF SAN ANGELO TEXAS

Take Care of Texas H-E-B

ELLA SAVES THE Oceans PROJECT

SHANNON MEDICAL CENTER

TOM GREEN COUNTY THE STATE OF TEXAS

ART IN UNCOMMON PLACES

Keep Texas Beautiful KEEP AMERICA BEAUTIFUL AFFILIATE

Olive's Grow Happy

CONTERRA NETWORKS Fiber Driven. People Powered.

HOWARD COLLEGE

REPUBLIC SERVICES

the YMCA

BRI EST. 1986 RECYCLING SOLUTIONS

DECOTY COFFEE ✦ TEA ✦ SPICES

Texas Department of Transportation

CITY OF SAN ANGELO TEXAS Development Corporation

Nexstar MEDIA GROUP, INC.

Walmart

TLCA

TAKE CARE OF TEXAS PROUD PARTNER

ETHICON a Johnson & Johnson company

Norwex® INDEPENDENT CONSULTANT

SAN ANGELO Chamber of Commerce

hos BUSINESS SOLUTIONS

LAMAR

UNITED STATES AIR FORCE GOODFELLOW AIR FORCE BASE

GREAT FUTURES START HERE. BOYS & GIRLS CLUBS OF SAN ANGELO

BES-TEX 325.653.1300

ART& EVA TUCKER FOUNDATION

ASU

TRINITY LUTHERAN SAN ANGELO

Keep Texas Beautiful AFFILIATE

Chocolate... how the West was fun. COWBOY-UP chocolates™

Take Care of Texas It's the Only One We've Got! TakeCareOfTexas.org A PROGRAM OF TCEQ

Keep SAN ANGELO Beautiful Gives SAVE THE DATE May 3, 2022

BUFFALO WILD WINGS

ALLIANCE RECOVERY P.O BOX 64832 Lubbock TX 79464

BIG COUNTRY RECYCLING

BlueCross® BlueShield®

Girl Scouts® Where Girls Grow Strong

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Aaron Vannoy, Assistant Director, Planning and Development Services

Meeting Date: March 19, 2024

Item type: Regular Item

Caption:

Second reading of an ordinance for Z23-21, a request to expand the Open Structure Overlay map to include the following area of Angelo Heights neighborhood: the 1000, 3000, and 4000 blocks of Catalina Dr., 2000 and 3000 blocks of Nueces Dr., 1000 block of Louise Dr, 1000 block of Cordell Dr., 2700 block of Eunice Dr., and the 2700 block of Erline Dr. (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

This originated from two Zoning Board Of Adjustment (ZBA) cases coming forward for carports in front yards. The ZBA Board requested staff to review the neighborhood and determine if an extension of the Open Structure Overlay adopted in 2003 by the City of San Angelo was an appropriate solution to allow open carports in this neighborhood. The staff reviewed the text and the neighborhood, finding 12 structures that were considered open in nature based on the ordinance. This extension of the overlay structure is a map extension and does not change the text or requirements of the Open Structure Overlay district. Staff brought maps and images of structures to the Planning Commission to review and discuss the extension of the district. The Planning Commission recommended and voted 6-0 in favor of extending the Open Structure Overlay map boundary to the Angelo Height Neighborhood. On February 20, 2024, City Council approved the first reading with a 7-0 vote. At the March 5, 2024, City Council meeting, city staff requested the second reading be tabled until March 19, 2025, to fully discuss the implications of the Open Structure Overlay and how the design requirements may impact some of the noncompliant, not permitted structures.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1.	Zoning Ordinance Z23-21 Open Structure Overlay (2)	Zoning Ordinance Z23-21 Open Structure Overlay (2).docx
2.	Open Structure Expansion Carports	Open Structure Expansion Carports.pdf
3.	Sec._513.___Carports_in_Required_Yards (1)	Sec._513.___Carports_in_Required_Yards (1).docx
4.	Staff Report - Memo Open Structure - Council (2)	Staff Report - Memo Open Structure - Council (2).docx

Presentation:

Aaron Vannoy

Approvals/Reviews:

Aaron Vannoy	Created/Initiated
Aaron Vannoy	Approved
Brandon Dyson	Approved
Aaron Vannoy	Approved
Heather Stastny	Final Approval

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 AMENDING THE OFFICIAL ZONING MAP TO EXTEND THE BOUNDARY OF THE OPEN STRUCTURE OVERLAY ZONE TO INCLUDE THE FOLLOWING PROPERTY: **APPROXIMATELY 81 ACRES LOCATED IN THE ANGELO HEIGHTS NEIGHBORHOOD, THE 1000, 3000 AND 4000 BLOCKS OF CATALINA DR., 2000 AND 3000 BLOCKS OF NUECES DR., 1000 BLOCK OF LOUISE DR., 1000 BLOCK OF CORDELL DR., 2700 BLOCK OF EUNICE DR., AND THE 2700 BLOCK OF ERLINE DR.**; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z23-21: Open Structure Overlay map boundary extension

WHEREAS, on the 22nd day of January 2024, 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 extension of the Open Structure Overlay map boundary; and,

WHEREAS, on the 20th day of February 2024, City Council held a public hearing on Z23-21, 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 to be permanently included within the boundary of the Open Structure Overlay Zone:

The real property generally located within the Angelo Heights neighborhood being approximately 81 acres: The 1000, 3000, and 4000 blocks of Catalina Dr., 2000 and 3000 blocks of Nueces Dr., 1000 blocks of Louise Dr, 1000 blocks of Cordell Dr., 2700 Block of

Eunice Dr., and the 2700 Block of Erline Dr, 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 **20th day of February, 2024,** and finally PASSED, APPROVED AND ADOPTED on this the **19th day of March, 2024.**

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

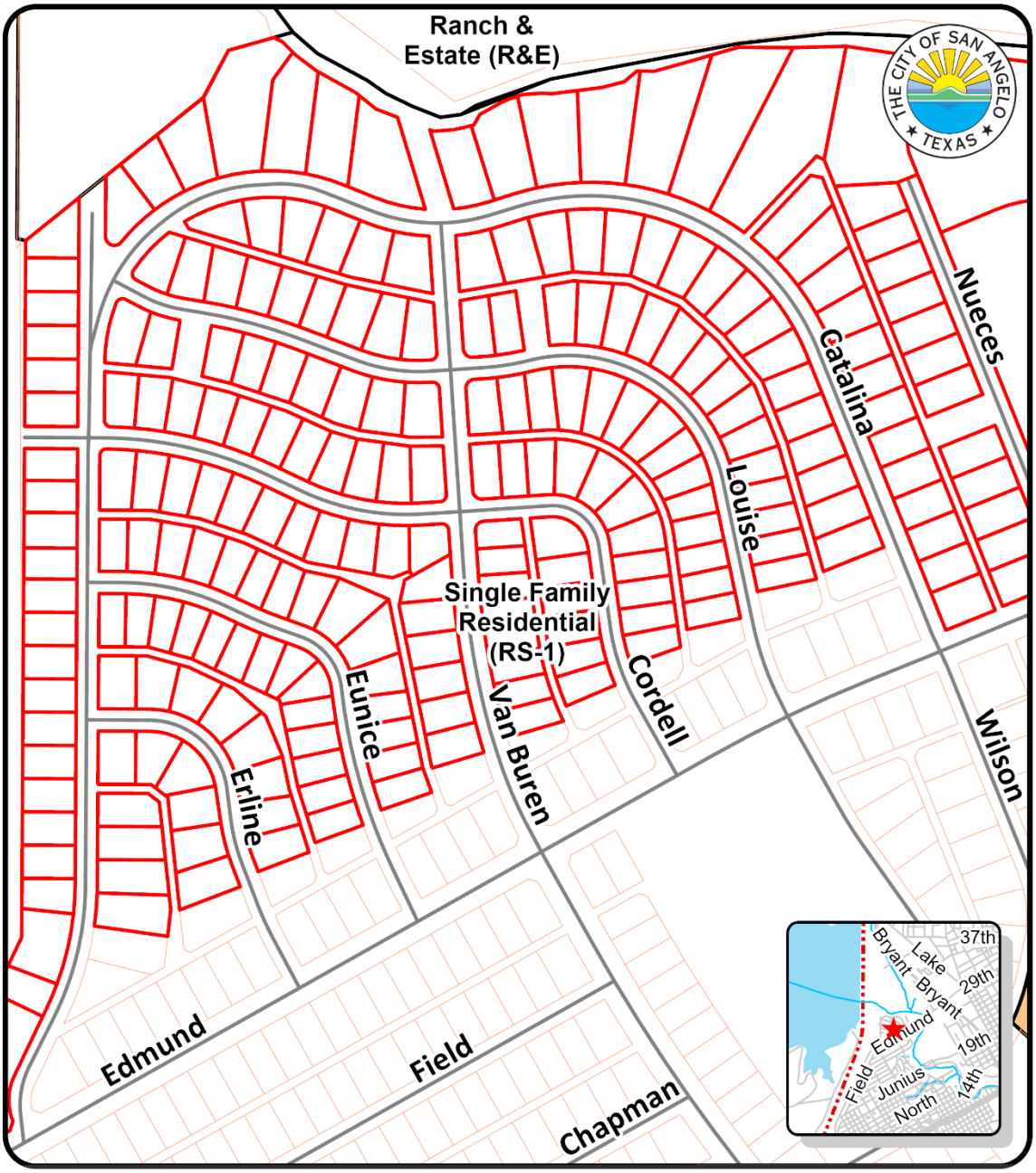
ATTEST:

_____
Heather Stastny, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

Exhibit "A"



Ordinance Exhibit
Open Structure Overlay Expansion
Council District: #2 Tom Thompson
Neighborhood: Angelo Heights

Affected Properties:

Scale: 0 0.01 0.03 0.06 0.09 0.12 Miles

N

-

Open Structure Overlay Expansion–

Existing Carports

1614 Catalina

1719 Catalina

1731 Catalina

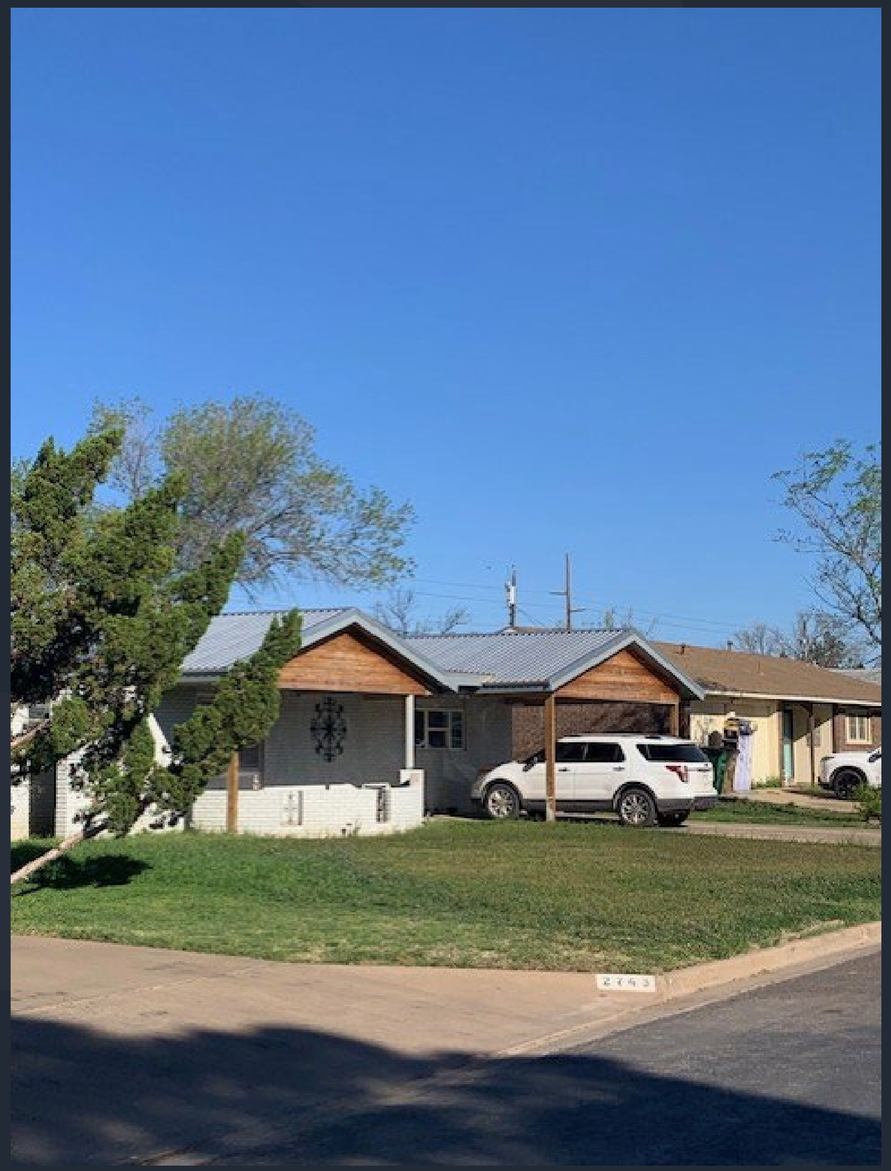
Permitted & inspected - 1997

1731 Catalina

2743 Catalina

Construction questionable

2749 Catalina



2807 Catalina

2907 Catalina

Permitted & Variance received - 1998

1746 Cordell

Construction questionable

1809 Cordell

Construction questionable

2732 Eunice

2713 Erline

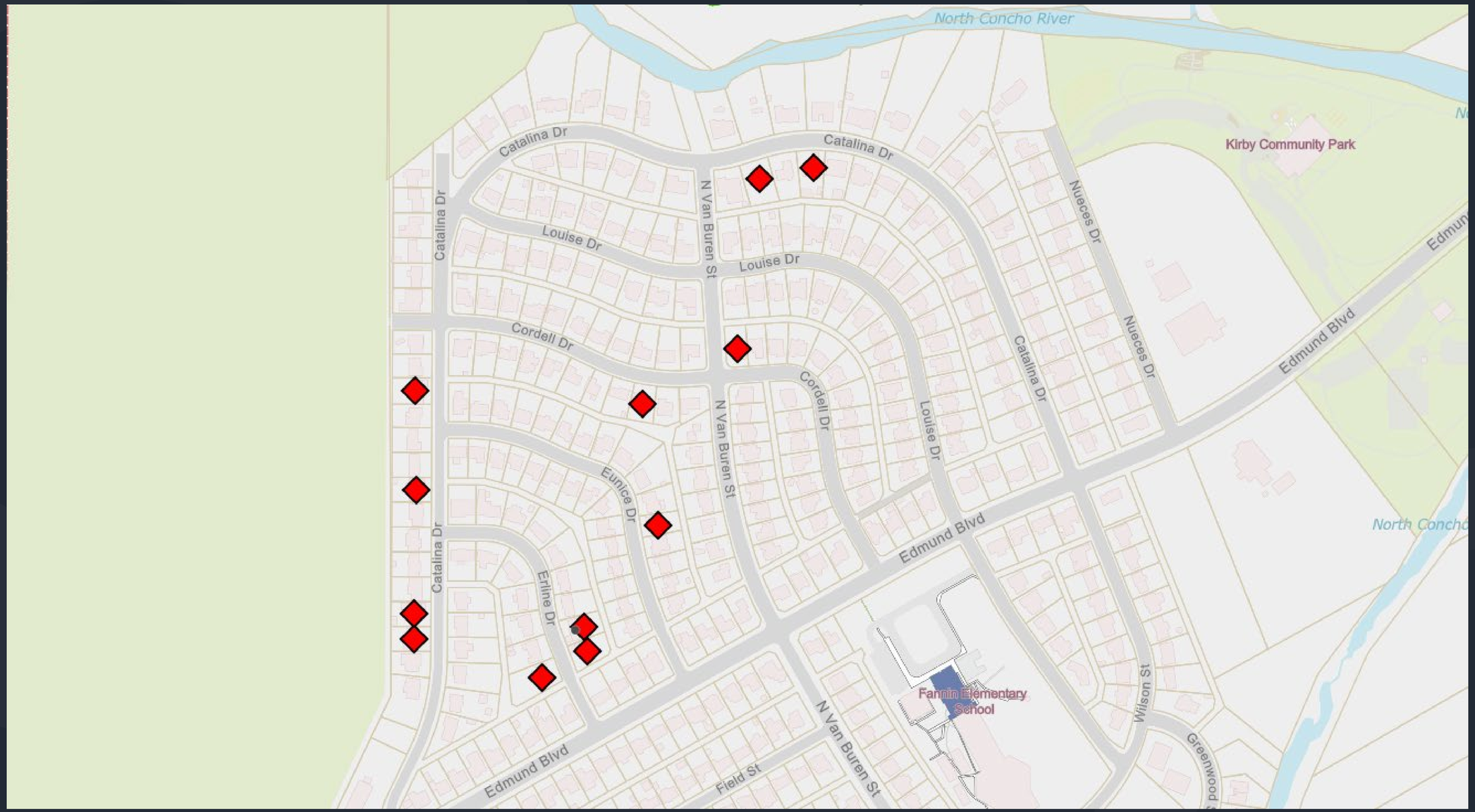
Permitted

2714 Erline

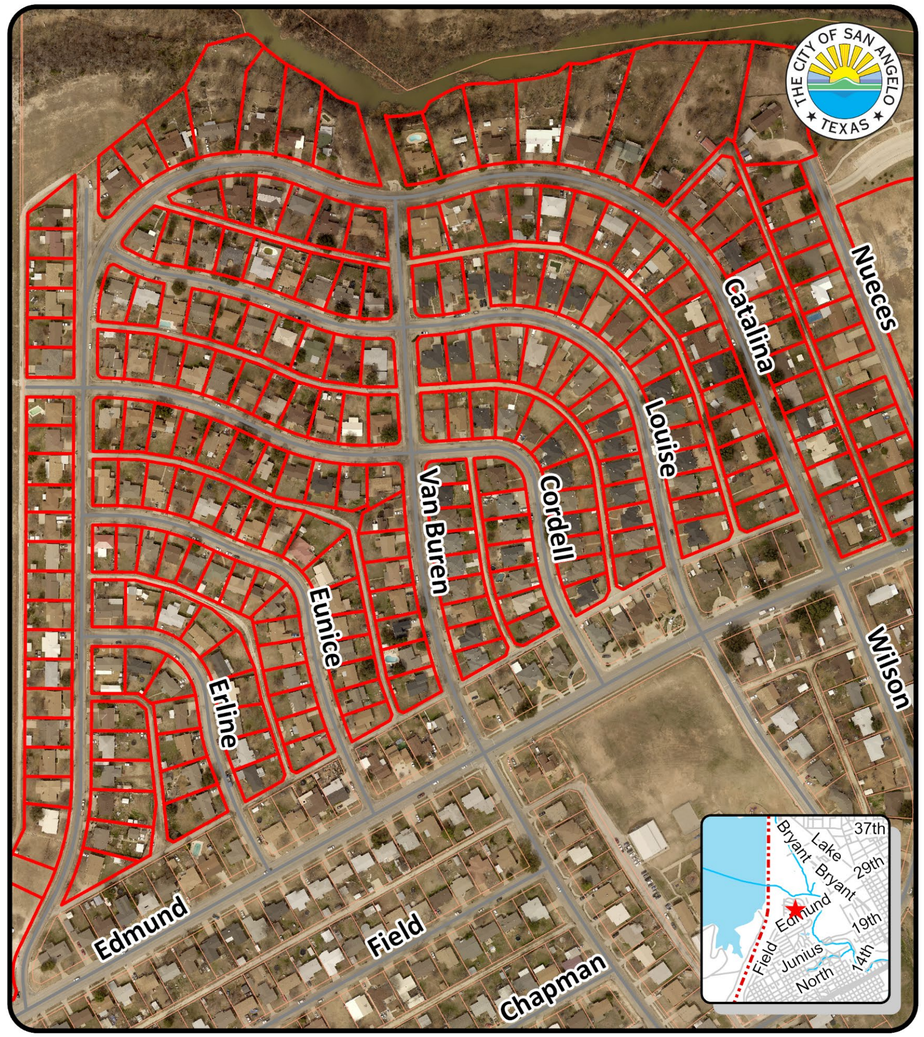
2718 Erline

Construction questionable

Existing Carports - Map



Overlay Expansion



Affected Properties Exhibit
Open Structure Overlay Expansion
Council District: #2 Tom Thompson
Neighborhood: Angelo Heights

Scale: 0 0.01 0.03 0.06 0.09 0.12 Miles

Affected Properties:

N

Stay Connected

Facebook.com/CityofSanAngeloTexas

Twitter.com/CityofSanAngelo

YouTube.com/CityofSanAngelo

info@cosatx.us

Sec. 513. Carports in Required Yards

The supporting structure of a carport shall not be located within minimum front and/or side yards required by this Zoning Ordinance, except as specifically allowed within Open Structure (OS) Overlay Zones, as authorized by variance duly approved by the Zoning Board of Adjustment, and as otherwise set forth in this Section.

A. *Existing Carports*. Existing carports which encroach into minimum front and/or side yards required by this Zoning Ordinance (and not located within an OS Overlay Zone and/or which exceed the limitations allowed of carports in OS Overlay Zones) shall be exempted from standards prohibiting carports within minimum front and/or side yards, subject to each such carport's compliance with all the following conditions:

1. The carport was completed at that location prior to March 8, 1995.
2. The carport does not encroach into public rights-of-way for a street or alley, into an easement specifically designated to be open or unencumbered, or onto an adjacent lot or tract of land under the control of another party.
3. The carport is set back a minimum of 5 feet from the back of a curb bordering pavement in an adjoining street right-of-way or, if a curb does not exist, from the edge of any street surface.
4. The carport is structurally sound, in the opinion of the Building Official.
5. The carport is substantially open and unencumbered by side walls, screening, glasswork or ornamental components of any kind (except for necessary vertical supports) in minimum front and/or side yards required by this Zoning Ordinance.
6. The area underneath any such carport is and remains continually clear of any junk, household trash, yard trash, debris or any and all other objectionable matter.
7. The carport is accessory to a principal building located on the same lot as that carport, regardless of whether that carport is attached to or detached from the principal building.

B. *Carports Considered Legally Nonconforming*

1. Any existing carport which extends into minimum front and/or side yards required by this Zoning Ordinance and which was installed before enactment of minimum yard requirements on March 23, 1954 shall be considered legally nonconforming.
2. Any existing carport which extends into minimum front and/or side yards required by this Zoning Ordinance and which was authorized in accordance with a variance or special exception duly approved by the Zoning Board of Adjustment shall be considered legally nonconforming.
3. Any existing carport which extends into minimum front and/or side yards required by this Zoning Ordinance and which was authorized in accordance with an administrative adjustment duly approved by the Planning Director shall be considered legally nonconforming.
4. In no case shall this Section be construed to legitimize any carport encroaching into public rights-of-way for a street or alley, into an easement specifically designated to be open or unencumbered, or onto an adjacent lot or tract of land under the control of another party.

(Section 513 amended by Ordinance adopted 2-15-05)

MEMO

Meeting Date: February 20, 2024

To: City Council

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

Request: Expansion of Open Structure Overlay to the area of Angelo Heights neighborhood: The 1000, 3000, and 4000 blocks of Catalina Dr., 2000 and 3000 blocks of Nueces Dr., 1000 blocks of Louise Dr, 1000 blocks of Cordell Dr., 2700 Block of Eunice Dr., and the 2700 Block of Erline Dr. This is only a map expansion, no change to the text.

Background: Two carports, built without permits, were reported to the city for violations. Two cases came before the Zoning Board of Adjustment for review. ZBA has tabled the cases until the Planning Commission can have the discussion about the Open Structure overlay District and should it be expanded to this specific area. Since then, the Planning Commission took up the item for review and at the January 22, 2024 Planning Commission with an approval vote of 6-0.

Notification: 230 property owners have been notified via mail. Currently none in opposition and none in support of the map extension.

Current Data:
1746 Cordell Dr. - Metal Carport does not adhere to Open Structure Overlay needs permit and construction details
1809 Cordell Dr. - Metal Carport does not adhere to open structure overlay needs permit and construction details
1614 Catalina Dr. - Metal Carport – needs permit and construction details
1719 Catalina Dr. - Metal Carport – needs permit and construction details
2718 Erline - Metal Carport - needs permit and construction details
2714 Erline - Metal Carport - needs permit and construction details
2749 Catalina Dr. Awning - Adheres to Open Structure Overlay - needs permit and construction details
1731 Catalina Dr. – Metal Porch- Permitted and Inspected in 1997
2732 Eunice – Metal Carport - needs permit and construction details
2907 Catalina - Metal Carport - Permitted and Inspected in 1998
2807 Catalina - Metal Carport – may adhere to Open Structure Overlay - needs permit and construction details
2713 Erline - Metal Carport – Permitted and Adheres to Open Structure Overlay
2743 Catalina - Metal Carport- needs permit and construction details

Average age of housing in the area: 44 years old, oldest appears to be 1969 and newest 2006. Most developments happened between 1969 and 1980.

Most housing has either a single car garage or two car garages. All housing also appears to meet the 25' setback in the RS-1 zooning district.

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 Comprehensive Plan shows this area as Neighborhood. The Open Structure overlay doesn't change the current RS-1 single family zoning. It gives property owners the ability to construct an open structure which has reduced setbacks but design criteria to allow protection of property while maintaining conformity of look and feel of the neighborhood.

2. **Consistent with Zoning Ordinance.** ***Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*** The proposed rezoning will not conflict with the Zoning Ordinance. This allows for carports and other open structures to have a reduced setback typically designed for properties which have no garage or only a single garage.

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 area which faces Edmund and to the south already has the open structure overlay. This simply allows this neighborhood to have the ability to construct open structures with the correct permits and design.

4. **Changed Conditions.** ***Whether and the extent to which there are changed conditions that require an amendment.*** This would change the front setbacks for an open structure allowing the structure to be within 5' of the front property line. On most streets there is a 5' right of way and the property line, thus an additional 5' back of the property line would give a clear view of over 10' and the structure must be open so visibility can be maximized.

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.*** None anticipated at this time.

6. **Community Need.** ***Whether and the extent to which the proposed amendment addresses a demonstrated community need.*** Open structures have been popping up in the neighborhood. This request to expand the Open Structure Map would allow the open structures; however, many of those would still need to come into compliance with design.

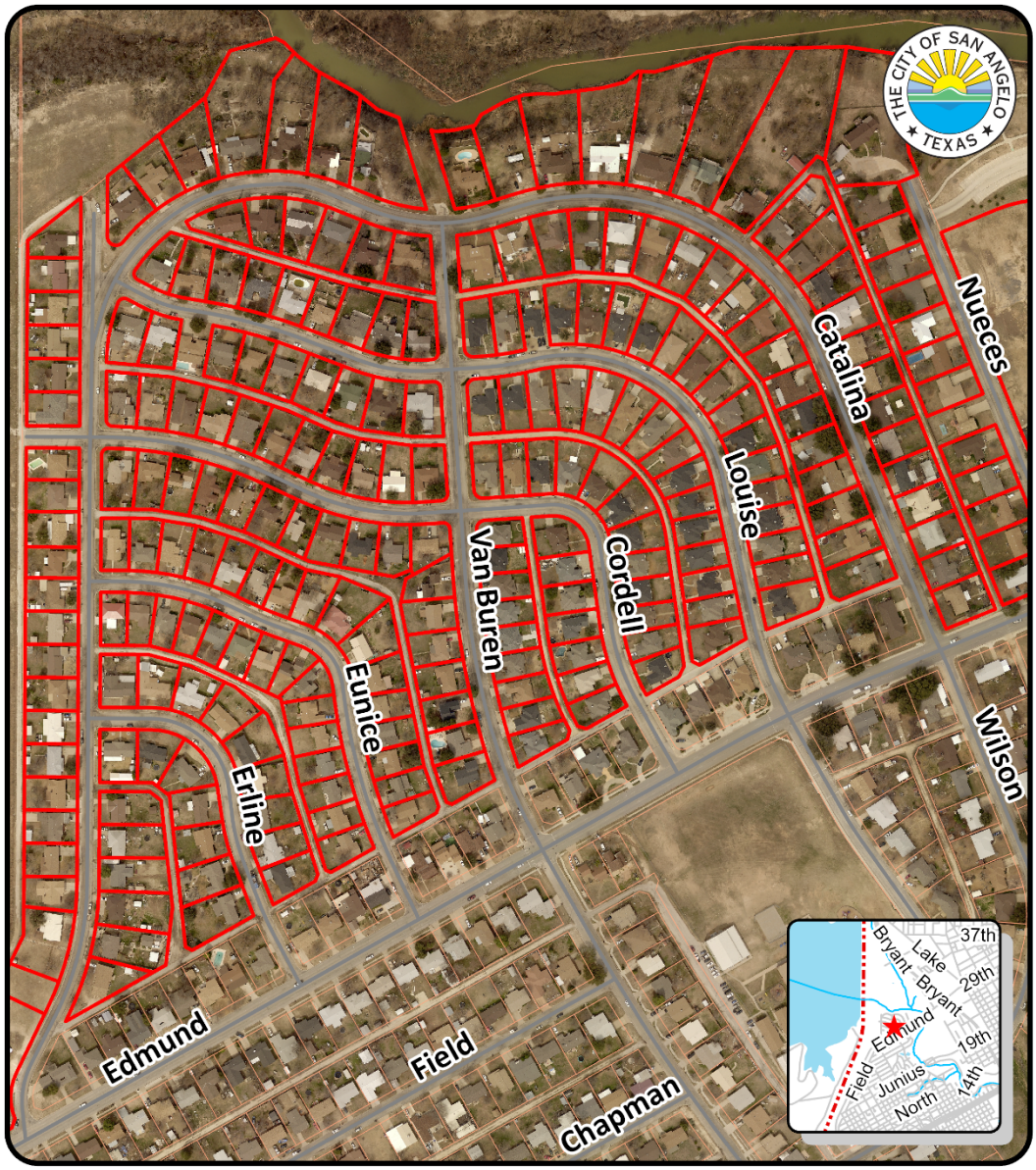
7. **Development Patterns.** ***Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*** The development patterns for San Angelo have seen over the past few years seen more open structures being erected in various parts of town. This would allow those structures to be legal; provide permits and design are correct under the Open Structure Overlay.

Recommendation:

Staff recommends **APPROVAL** of the request to expand the Open Structure Overlay map to area of Angelo Heights neighborhood: The 1000, 3000, and 4000 blocks of Catalina Dr., 2000 and 3000 blocks of Nueces Dr., 1000 blocks of Louise Dr, 1000 blocks of Cordell Dr., 2700 Block of Eunice Dr., and the 2700 Block of Erline Dr.

Attachments:

Aerial Map
Future Land Use – Comprehensive Plan
Zoning Map
Notice Map



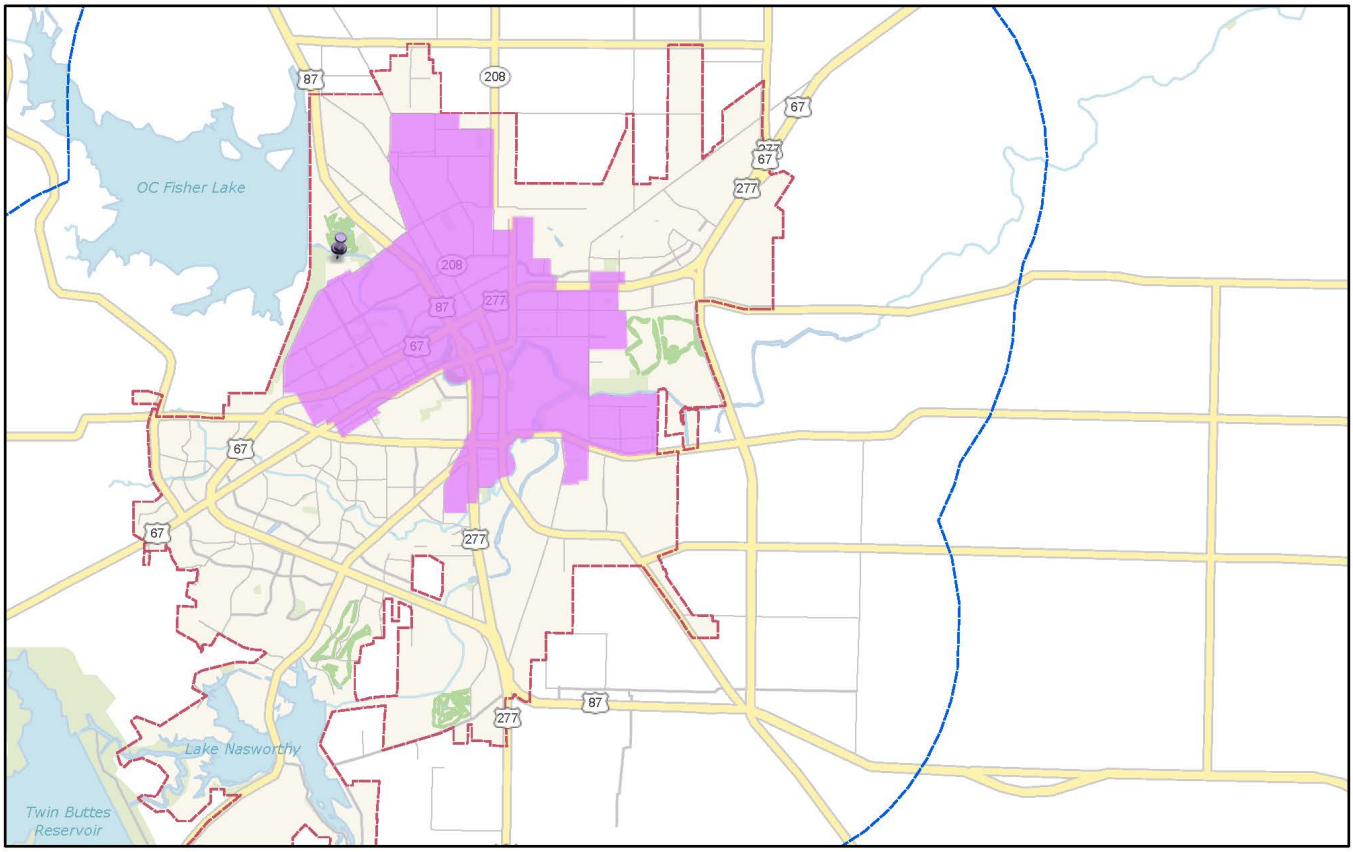
Affected Properties Exhibit
Open Structure Overlay Expansion
Council District: #2 Tom Thompson
Neighborhood: Angelo Heights

Affected Properties:

Scale: 0 0.01 0.03 0.06 0.09 0.12 Miles

N

Open Structure Overlay



11/20/2023, 7:10:46 AM

Open Structures Overlay Zone

1:144,448

0 1 2 4 mi

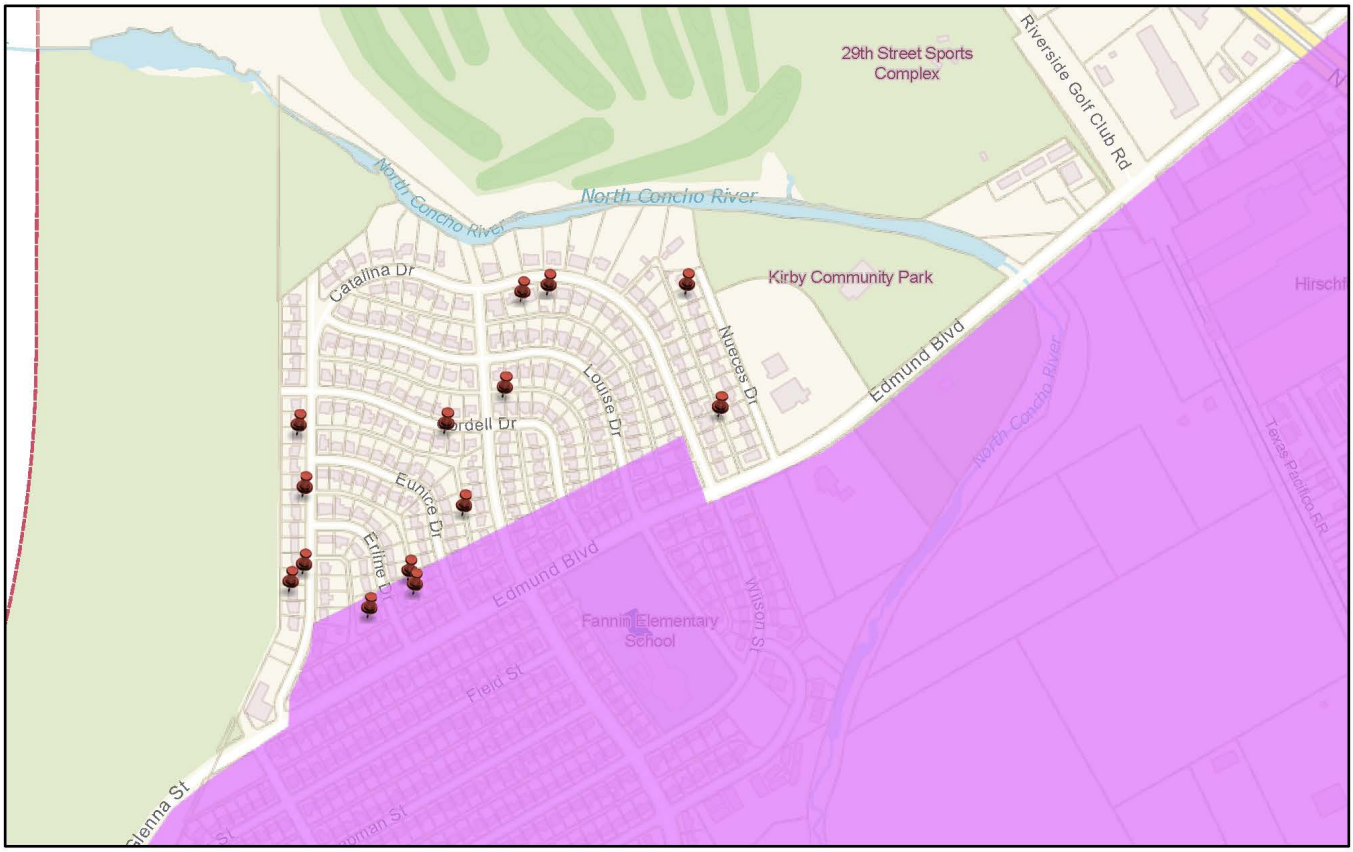
0 1.5 3 6 km

COSA GIS Division

ArcGIS Web AppBuilder

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

Open Structure extension



11/15/2023, 3:15:28 PM

Open Structures Overlay Zone

Parcels

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

COSA GIS Division

ArcGIS Web AppBuilder

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

2732
2732
2732

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Patrick Frerich, Director of Operations, Operations

Meeting Date: March 19, 2024

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending the budget for fiscal year beginning October 1, 2023, and ending September 30, 2024, for six additional full-time positions in the Street and Bridge Division (Presentation made by Operations Director Patrick Frerich)

Staff Recommendation:

Adopt

Summary/History:

City staff is requesting the authorization for six full-time-equivalent (FTE) positions to be added to the Street and Bridge Division. The request comes with respect to two priorities for the City:
1) Sidewalk improvements along Ricks Drive; and
2) ADA accessibility improvements

COSA's CIP has long had a project for sidewalk improvements in the Paulann Subdivision, specifically along Ricks Drive. This area receives substantial foot traffic from students attending Holiman Elementary School as well as from neighborhood residents using Producer's Park. The cost of the CIP project is estimated at $1.1 million. This project has been submitted for grant funding three times but, unfortunately, has not been awarded in any attempt. This project has been championed by Councilwoman Lucy Gonzales and has had support from other council members for its completion. Funding is available in the existing Street and Bridge budget to contract this work.

The City has also enhanced its commitment to ADA accessibility. This has stimulated the need to address ADA facilities within the right-of-way, in addition to the Council's allocation of dedicated funding for such purposes. The use of these funds for improvements will likely need to be contracted due to the lack of capacity with existing staffing levels to perform the work in-house.

Staff is proposing to increase the number of positions in Street and Bridge to accommodate a six-person crew that will focus on sidewalks and ADA facilities within the right-of-way. These positions will have a three-year sunset, after which time the positions can be dissolved through attrition or discussions can be had to retain the positions and provide permanent funding for them. Compensation for these positions will be through the reassignment of a portion of the funding allocated to the Ricks Drive Sidewalk project. This funding will pay for the full three years of compensation to include any annual salary increases, stipends, etc. that are allocated by Council during that time.

The crew will first focus on installing the sidewalk along Ricks Drive. After that, they will utilize the budget allocated for ADA ramps and improvements to continue making such improvements for the remainder of the three years.

Funding Source(s):

Financial Impact:

Funding for the six positions will come from $790,000 allocated for the construction of the Ricks Drive Sidewalk Project and will span three budget cycles through September 2026.

Other Information/Recommendation:

Staff recommends adopting the amendment to the budget ordinance to increase the number of FTE's by six positions.

Attachments:

1.	BA Memo - Street and Bridge FTE positions	BA Memo - Street and Bridge FTE positions.pdf
2.	2024 03.19 Ordinance	2024 03.19 Ordinance.docx

Presentation:

Patrick Frerich

Approvals/Reviews:

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

City of San Angelo

Memo

To: Tina Dierschke, Finance Director

From: Patrick Frerich, Director or Operations

Date: 03/19/2024

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Requesting the authorization for six full-time-equivalent positions to be added to the Street and Bridge Division

Source of Funding:

General Fund: Street and Bridge budgeted one-time funds previously allocated for the Rick's Drive Sidewalk project

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

No

Project/Budget to be amended	Revenue	Expense
General Fund		0

Additional Comments:

The Street and Bridge division has existing one-time funds that were previously allocated for the Rick's Drive Sidewalk project, these funds will be used to cover salary and operational costs for the new crew for the next three fiscal years. Following the conclusion of three years, the positions can be dissolved through attrition or discussions can be had to retain the positions and provide permanent funding for them in the FY28 budget.

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, FOR AN ADDITIONAL SIX FULL-TIME STREET & BRIDGE POSITIONS.

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

WHEREAS, the resources necessary for these changes are available.

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

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

INTRODUCED with public hearing on the 19th day of March 2024, and finally PASSED on this 2nd day of April 2024.

ATTEST:

_____
Heather Stastny, City Clerk

THE CITY OF SAN ANGELO, TEXAS:

_____
Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

_____
Tina Dierschke, Finance Director

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

EXHIBIT D

Classification plan for authorized positions:

Fire Chief	1
Assistant Chief	2
Battalion Chief	4
Fire Captain	12
Fire Lieutenant	21
Fire Engineer (or Driver)	49
Fire Fighter	89
Fire Department – Civil Service Subtotal	**178**
Police Chief	1
Assistant Chief	2
Police Lieutenant	7
Police Sergent	28
Police Officer	142
Police Department – Civil Service Subtotal	**180**
Civilians	**630**
Total Staffing Levels	**988**

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

Form Name:	Boards and Commissions application
Date & Time:	01/31/2024 11:03 AM
Response #:	170
Submitter ID:	141573
IP address:	74.197.63.107
Time to complete:	36 min. , 5 sec.

Survey Details

Page 1

NOTE: This application is a public record.

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

1. Personal information

Name:	Ewell L Loudermilk
Address:	[redacted]
ZIP code:	76904
Home/mobile phone:	[redacted]
Office/mobile phone:	
Resident of San Angelo since: (year)	2019
City Council Single-member District in which you reside:	1
Registered San Angelo voter? (yes or no)	Yes
Occupation/business affiliation:	Retired
Occupation/business address:	Retired
Title/position:	Retired
Email:	[redacted]

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

(○) Yes

3. Date

January 31, 2024

4. Applying for:

(○) Fort Concho Museum Board

5. Recommended by:

(Name): Dave Schaller

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

(○) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

Education and/or professional licenses:
I'm a graduate of San Angelo Central High and I attended Angelo State for 2 years. I have an Associates Degree in Telephony. I retired from GTE / Verizon in April of 2010 after 30 years service. I worked as an Engineer for most of my career. I then returned doing essentially the same job as a contractor for Verizon / Frontier until March of 2017. I then busied myself with part time and full time employment with O'Reilly Auto Parts until July of 2023 when I turned 65 and fully retired.
Current municipal and civic organization memberships (positions and dates):
I have been a member of several Military Heritage Organizations since the late 90's and have held various positions within those organizations at the local and state level including Chaplin, Adjutant and Lt Commander.
Previous municipal experience (positions, dates, where):
I have never served on a municipal board before.
What personal qualifications can you bring to the board?
I am currently the First Sergeant for Company H of the 7th Texas Confederate Infantry re-enacting regiment. I have been very active with this unit which was formed up on the parade ground at Ft. Concho in 2000. I have attended with Company H many national re-enactments and we have been active in many of the living histories at the Forts in West Texas including Lancaster, McKavett, Chadbourne and of course Ft. Concho. We have also actively participated in Veterans Day and Memorial Day events both locally and in nearby
towns. I have attended the Christmas at Old Fort Concho event as a re-enactor since 2000.I have a love of history in general and a special love for San Angelo and its unique history.
What is your personal vision for the City?
My personal vision for the Fort is to see it continue to grow and continue to be one of the most unique historical sites in the state.
Why do you want to serve on this board?
I'm retired now and while I have several grand children that take up some of my time I still have plenty of free time and would like to serve the community of San Angelo that has been so good to me.
Is there anything else you would like to share about yourself?
I have only lived at my current address in town since 2019 but my family moved here in 1970. I attended McGill Elementary, Robert E. Lee Jr High, Central High School and Angelo State. I lived in the Metroplex from 1980 until 1986 but always thought of San Angelo as home and moved back to Tom Green County in `86, living in the county until 2019 when I moved back inside the city limits. I love this community and would like to serve it.

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

APPLICATION FOR
BOARDS and COMMISSIONS

Name: Richard P. Rivas

Address: [redacted]

City: San Angelo State: Texas Zip: 76903

Phone (Home): [redacted] (Office): NA

Resident of San Angelo since: 68 years SMD: SM3

Are you a registered voter of San Angelo? Yes: ✓ No: ____

Occupation/Business Affiliation: Retired 14025 Bell St.

Occupation/Business Address: Rivas and Son Paint and Body Repair

Title/Position: Owner - Retired

Email: [redacted]

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

Richard Rivas — Applicant's Signature

2/28/2024 — Date

NOTE: This application is a public record. Public Service opportunities are offered by the City of San Angelo without regard to race, color, national origin, religion, sex, or disability.*

Applying for:

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

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

Recommended by:

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

Feel free to attach additional sheets, if necessary.

Based on your board selection, do you meet the membership criteria? ✓ Yes ____ No

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

Education and/or Professional Licenses: High School Diploma CHS

Current Municipal and Civic Organization Memberships (position and dates): The Door Christian Fellowship Church on the Council 2006 - 2016 Board for Relocation The Door Feb 2024 - Present

Previous Municipal Experience (position, location, and dates): Knights of Columbus 1985 - 1990

What personal qualifications can you bring to this board? Business owner 31 years have vision for growth and have interest on which direction we are going

What is your personal vision for the City? Is not to forget our senior citizens, and to make San Angelo a safer place for our families and grand kids.

Why do you want to serve on this board? I can make a difference because God is in my life and San Angelo was known to be a place to retire in.

Additional relevant information: I believe everyone can make a difference we may not all agree on the same thing together we can make it work

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