



City Council Agenda 4/2/2024

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held April 2, 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 April 14-20, 2024 as National Public Safety Telecommunicators Week
- b. Recognition of April 19, 2024 as SAISD Difference Maker Day
- c. Proclamation of April 2024 as Month of the Military Child
- d. Proclamation of April 2024 as National Donate Life Month
- e. Proclamation of April 2024 as Fair Housing 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 19, 2024, City Council regular meeting minutes (Heather Stastny)
- b. Consider the following action related to the Commercial Lease Agreement between COSA and Historic Orient Santa Fe Depot, Inc. and authorizing the Assistant City Manager to negotiate and execute all related documents:
 - 1. Amendment to Section 9, Permitted Use of Leased Premises to allow expanded use of premises with authorization from City Council
 - 2. Allow Sublease and Assignment of office space in Santa Fe Depot to LaRae Russell Photography (Sarah Tackett-Torres)
- c. Consider approving a utility access easement between AEP and the San Angelo Regional Airport, finding a public purpose in granting such easement, and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)
- d. Consider awarding RFB WU-03-24 Liquid Sodium Hypochlorite to PVS DX Inc. in the amount of \$146,300 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- e. Consider awarding Task Order 2 utilizing IDIQ PW-01-23 with Freese & Nichols, Inc. for Phase III of the lead and copper rule in the amount of \$920,140 for the continuation of the phased approach under Phase 3 of the Lead and Copper Rule Revision Compliance Program and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

- f. Consider authorizing a cooperative purchase of High-Density Mineral Bond Surface Treatment (HA5) from Andale Construction, Inc. in the amount of \$284,614.53 through an Interlocal Agreement with the City of Hurst, Texas and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- g. Report to Council regarding the use of \$20,000 of State/Local Seizure funds to assist with replacement of 31 Bullet Resistant Vests (David Howard)
- h. Consider approving a special recreation lease renewal with the Concho Boat Club and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- i. Second reading 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 (Patrick Frerich)

6. Regular Agenda

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

- a. Consider approving the following items pertaining to the 2024 Annual Sealcoat Project:
 - 1. Entering into an Interlocal Agreement with Tom Green County and amending the fiscal year 2023-24 budget for the corresponding reimbursed expenses;
 - 2. Awarding ES-01-24, 2024 Annual Sealcoat Project to Ronald R. Wagner & Co. in the amount of \$5,506,157.89 and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Director of Operations 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:

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations
 - Civil Service Commission:** Keith Muncey (City Manager) to an unexpired term ending January 2025
 - Construction Board of Adjustments and Appeals:** Laura Beth Calvert (Mayor) and Chris Kinsey (SMD 2) both to a second term ending February 2026
 - Fort Concho Museum Board:** Asher Rogers (SMD 6) to a first term ending January 2026
- c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 27th day of March 2024, at 5:18 p.m.



Heather Stastny, City Clerk

All agenda items are subject to action. The City Council reserves the right to consider business out of posted order and/or 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

Public Safety Telecommunications Professionals play a critical role in emergency response. Their work extends far beyond relaying information between the public and first responders.

When responding to reports involving missing, abducted, or sexually exploited children, the information gathered and actions taken by these professionals form the foundation for an effective response. Moreover, in situations involving hostage-taking or suicidal individuals calling 911, Public Safety Telecommunicators are often the first point of contact. Their negotiation skills can be pivotal in preventing the situation from escalating.

These professionals serve as the initial and most vital contact for citizens in need of emergency services. They act as the primary link for police officers and firefighters, monitoring their activities via radio, providing crucial information, and ensuring their safety.

The Public Safety Telecommunicators at the San Angelo Public Safety Communications Center have significantly contributed to apprehending criminals, suppressing fires, treating patients, and maintaining public safety.

However, the demanding nature of their job takes a toll, both emotionally and physically, exacerbated by long hours and the round-the-clock nature of their work. Therefore, it's imperative that all levels of government recognize and acknowledge the lifesaving and protective role these professionals play in society.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim April 14 - 20, 2024 as

“National Public Safety Telecommunicators Week”

in San Angelo, Texas and call this observance to the attention of all of our citizens in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

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 2nd day of April 2024.

Brenda Gunter
Mayor of the City of San Angelo

Recognition

San Angelo Independent School District educators and staff impact the future of San Angelo daily – through their care for, and dedication and commitment to, the children of our city.

Their impact happens from the moment a child steps on a bus, walks through the school door, is fed a nourishing breakfast, and throughout the day until the last bell, and beyond. Educators and the entire SAISD team make a difference in each child's life, and with more than 13,000 students, this is an incredible impact on our community.

Today we acknowledge the special commitment our SAISD educators and staff have on the well-being of our children. They provide a relevant and inspiring education, preparing future-ready graduates. These graduates may one day care for your loved ones as a nurse or doctor at a local hospital, address cybersecurity threats that impact our community, create beautiful artwork or music for others to enjoy, or go on to teach the next generation of San Angeloans.

At SAISD they often say, "Our people make the difference," and today we honor the San Angelo Difference Makers, those who inspire and prepare our students and support their hopes and dreams.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, and together with San Angelo Independent School District, do hereby recognize April 19, 2024 as

SAISD DIFFERENCE MAKER DAY

and thank all SAISD educators and staff for their dedicated service to our students and families and urge all citizens to acknowledge the occasion of this day.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 2nd day of April 2024.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

Since 1986, the Department of Defense has recognized military children during the month of April. The commitment and sacrifice of our military's youngest heroes in supporting the brave men and women of the U.S. armed forces is worthy of honor and celebration. The unique demands upon the children of our military personnel do not go unnoticed, from often being the new child in school or the feeling of missing a parent deployed while serving our country.

Here in San Angelo, we are blessed to have Goodfellow Air Force Base. Strong military families that call our community home add so much to our West Texas Community.

Today, and for the month of April, we will make a special effort to lift up our military families and to salute them and the contribution and resilience of our military children.

As part of this salute, San Angelo ISD is partnering with the City of San Angelo, to honor our military families and children. The City and SAISD invite our San Angelo community to join in our salute and gratitude!

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, and together with San Angelo Independent School District administrators, principals, educators, staff and students, do hereby proudly proclaim the month of April as

"Month of the Military Child"

and urge all the citizens of San Angelo to acknowledge the occasion of this month in honor and recognition of the outstanding strength of our military children and their families and in gratitude of their sacrifice.

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 2nd day of April 2024.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

National Donate Life Month was established in 2003 by Donate Life America and its partnering organizations. Observed annually in April, National Donate Life Month aims to raise awareness about donation, encourage Americans to register as organ, eye, and tissue donors, and honor those who have made a difference by saving lives through the gift of donation.

The act of organ, eye, and tissue donation is one of the most profound gifts a person can give to another—a gift of life. Currently, over 109,000 children and adults are in need of lifesaving transplants, with more than 80,000 individuals awaiting this opportunity in Texas alone.

Choosing to be an organ donor has the potential to save up to eight lives, while tissue donation can enhance many more. The generosity and sacrifice of donors provide men, women, and children with a second chance at life.

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

“National Donate Life Month”

and urge everyone to actively participate in this life-saving endeavor by educating themselves about organ, eye, and tissue donation, making sure their families are aware of their intentions, and registering their decisions either online at www.donatelife.net or through the Department of Motor Vehicles.

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 2nd day of April 2024.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

The Fair Housing Act, the landmark civil rights law, was approved by Congress and signed into law by President Lyndon B. Johnson on April 11, 1968. This landmark legislation aimed to eradicate discrimination in housing transactions. Title VIII of the Civil Rights Act of 1968 specifically prohibits housing discrimination based on race, color, national origin, religion, sex (including gender identity and sexual orientation), disability, and familial status.

Each April, Real Estate Professionals commemorate the passage of the Fair Housing Act of 1968. The San Angelo Association of Realtors actively promotes equity in routine housing business practices. They work towards ensuring fair and decent housing opportunities for everyone, adhering to the National Association of Realtors (NAR) policy that supports equal opportunity based on sexual orientation and gender identity. This commitment is outlined in their Code of Ethics, which authorizes sanctions for members found in violation of any fair housing law, including local and state laws.

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

“Fair Housing Month”

in San Angelo, Texas. As an inclusive community committed to fair housing, and to promoting appropriate activities to provide and advocate for equal housing for all residents and prospective residents of San Angelo, Texas.

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 2nd day of April 2024.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, March 19, 2024

Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, March 19, 2024, at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

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

3. Proclamations/Recognitions

February 10, 2024 was proclaimed as San Angelo Federal Credit Union's 85 Anniversary.

March 20, 2024 was proclaimed as Texas Small Business Development Center Day.

March 2024 was proclaimed as Developmental Disabilities Awareness Month.

4. Public Comment

Citizen Sylvia Martinez (SMD 3) spoke regarding the barriers preventing her business from opening.

County resident Jackie Chesnutt expressed concerns about sewer gas in the city and advocated for the removal of Federal Pacific Electric panels.

Katrina Feuerstein (SMD 4) addressed a citation her business received for an inflatable advertisement and requested a review of the Code Compliance ordinance to possibly allow the inflatable advertisement in the future.

Citizen Zane White (SMD 6) voices dissatisfaction with the approval of TIRZ funding for 36 E. Twohig.

5. Consent Agenda

- a. Approval of the March 5, 2024, City Council regular meeting minutes (Heather Stastny)
- b. Authorization for 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. Award of 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. Award of 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. Approval of 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. Adoption of 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) (Pg. 77, 2024-023)

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

6. Regular Agenda

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

No action taken.

- b. Adoption 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) (Pg. 79, 2024-024)

Citizen Gary Cortese (SMD 3) spoke in favor of approving the presented ordinance.

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

- 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)

Citizen Jamaal Schubert (SMD 4) spoke in support of the project but expressed concern regarding the proposed salaries for the project's labor.

Motion: Council Member Gonzales made a motion, seconded by Council Member Hiebert, to approve the item as presented. The motion carried (7) 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:

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

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:
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

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

c. ~~Announcements and consideration of Future Agenda Items~~

9. Adjournment

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

There being no further business, the meeting adjourned by consensus at 10:44 a.m.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

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.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 2, 2024

Item type: Consent Item

Caption:

Consider the following action related to the Commercial Lease Agreement between COSA and Historic Orient Santa Fe Depot, Inc. and authorizing the Assistant City Manager to negotiate and execute all related documents:

1. Amendment to Section 9 ,Permitted Use of Leased Premises to allow expanded use of premises with authorization from City Council
2. Allow Sublease and Assignment of office space in Santa Fe Depot to LaRae Russell Photography (Sarah Tackett-Torres)

Staff Recommendation:

Approve

Summary/History:

Part 1 of this item is the third amendment to the Lease with Santa Fe Depot. This amendment will expand the use of the premises with prior authorization from City Council.

Part 2 of this item will authorize the sublease of office space within Santa Fe Depot to LaRae Russell Photography.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

Staff recommends approval of this amendment.

Attachments:

- | | |
|---|--|
| 1. Santa Fe Depot Lease 2019 | Santa Fe Depot Lease 2019.pdf |
| 2. First Amendment to Depot Lease_2020 | First Amendment to Depot Lease_2020.pdf |
| 3. Second Amendment to Depot Lease_2023 | Second Amendment to Depot Lease_2023.pdf |

Presentation:

Sarah Tackett-Torres

Approvals/Reviews:

Sarah Tackett-Torres

Sarah Tackett-Torres

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Final Approval

COMMERCIAL LEASE AGREEMENT

Date: February 1, 2019

Landlord: **CITY OF SAN ANGELO**, a Texas home rule municipal corporation

Landlord's Address: 72 W. College Avenue, San Angelo, Tom Green County, Texas 76903

Tenant: **HISTORIC ORIENT SANTA FE DEPOT, INC.**, a Texas non-profit corporation

Tenant's Address: 703 South Chadbourne Street, San Angelo, Tom Green County, Texas 76903

Phone: (325) 656-5469 Email: _____

Leased Premises: SURFACE ESTATE ONLY of approximately 0.957 acres of land out of J. Ebert Survey 173 and Fisher & Miller Survey 173, San Angelo, Tom Green County, Texas, and two story Santa Fe Railroad depot building more particularly described and depicted in **Exhibit "A"** ("Leased Premises") attached hereto and being made a part hereof,

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions, and provisions herein set forth.

Therefore, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Improvements:** Tenant agrees it will fully equip, furnish and operate, at its sole cost and with the assistance of private donations, a train museum (hereinafter referred to as "Museum") for the public.
2. **Term:** The primary term of this lease shall be twenty (20) years beginning February 1, 2019 and ending on January 31, 2039.
3. **Option to Extend Term:** Landlord grants to Tenant an option to extend this lease for one (1) additional five (5) year term upon expiration of the primary term hereof on the same terms, covenants and conditions as in this Agreement. This option is preconditioned upon: (a) Tenant not being in default of any obligation of Tenant under this Agreement at the time of exercise of the option; and, (b) Tenant providing Landlord with a written notice of exercise of the option to extend the lease term within 90 days prior to the expiration of the primary term.
4. **Rental:** Tenant agrees to and shall pay to Landlord rent for the Leased Premises in the sum of ONE DOLLAR (\$1.00) per year in advance for the Term of this Lease.

5. Addition Consideration:

- a. Fence:
 - i. Tenant shall bear the cost of material to construct a fence along the platform. The fence will be designed to provide a separation between museum visitors and active trains.
 - ii. Landlord agrees to install the fence material.
- b. Heating and Air Conditioning
 - i. Tenant shall seek a design engineering study from a local college or trade school regarding the heating and air conditioning unit for the depot building.
 - ii. The study will be submitted to the City for review and approval.
 - iii. Upon approval, Tenant will make grant applications for purchase and installation of the approved system. This project will be given a high priority with the study and subsequent grant applications complete within 12 months of the execution of this Agreement.

6. Duties of the Tenant:

- a. Tenant shall preserve and protect the historic Santa Fe Train passenger Depot and manage the museum to ensure its success for many generations.
- b. Tenant shall operate, at its sole cost and expense, a railroad museum open to the public a minimum of three (3) days per week.
- c. Tenants shall operate the museum pursuant to Management and Operational Policies established by Tenant and approved by City.
- d. Tenant shall submit quarterly operational and financial reports to the City Manager for the first 12 months of this Lease; the following 12-month reports will be made biannually; and all subsequent reports will be submitted annually on the anniversary of the Lease.
- e. Tenant shall inventory and catalog museum artifacts and provide the City Manager with a copy of the inventory as part of the quarterly operational and financial report.

7. Maintenance and Operation Expenses: Tenant shall bear all costs relating to its occupancy of the Leased Premises, including, but not limited to, maintenance and operating expenses of the Museum.

8. Entry by Landlord: Landlord reserves the right at all times during the term of the Lease to enter upon the Leased Premises during reasonable hours for the purpose of examining and inspecting the same and determining whether Tenant shall have complied with all of its obligations hereunder in respect to all the terms and conditions of this Lease.

9. **Permitted Use of Leased Premises:** Premises shall be used by Tenant only for activities associated with procuring, preserving, restoring, managing and operating buildings of historic and/or railway significance; and for other public purposes so long as such uses do not unreasonably interfere with the primary use as a public railway and heritage museum.
10. **Termination:** If at any time the Leased Premises and any improvements thereon shall cease to be open to the public for an extended period of thirty (30) days or more, Landlord shall have the right to immediately terminate this Lease by written notice of termination given to the Tenant. Additionally, if Tenant does not receive the revenues, funding or pledges, as it in its sole discretion deems necessary to maintain the building as a Museum, Tenant shall have the right to terminate this Agreement by giving Landlord at least thirty (30) days prior written notice of an effective date of termination supported with Tenant's books and records relating to revenues and expenses. Tenant's termination of this agreement shall not relieve Tenant of any of Tenant's obligations accrued pursuant to this Agreement up through the effective date of termination.
11. **Sublease and Assignment:** Tenant shall not, without Landlord's prior written consent, assign this Lease, in whole or in part. Landlord shall have sole discretion over whether to permit assignment of the lease or any portion thereof.
12. **Maintenance:** Tenant agrees to keep and maintain the Premises and related landscaping, save and except the public sidewalks and public water and sewer lines, in a reasonably good and tenantable condition and appearance, to keep and maintain all plumbing, electrical and mechanical facilities, equipment or fixtures in good working order and to replace same when such is necessary and further agrees to keep said Premises in a reasonably neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and will keep said Premises cleared of all objectionable matter.
13. **Abandonment or Default.** In the event Tenant shall (1) abandon the Leased Premises or (2) default in performance of any of the covenants and conditions required herein to be kept and performed by Tenant, and such default substantially continues for a period of thirty (30) days, Landlord shall have the right to terminate this Agreement. Likewise, if Landlord shall default in the performance of any of the covenants and conditions required herein to be kept and performed by Landlord, and such default substantially continues for a period of thirty (30) days, Tenant shall have the right to terminate this Agreement. Landlord or Tenant shall give ten (10) days written notice of its intention to terminate the Agreement and grounds therefore, and either party will have such ten (10) days within which to cure such default, or diligently commence and pursue cure of a default that reasonably requires more than ten days to cure, and thereby avoid termination. Notice shall be sufficient if given in accordance with the notice provision in this Agreement and delivered to either party at the address specified in this Agreement or at such other address as has been designated in writing.
14. **Failure to Maintain:** In the event Tenant fails to maintain the Premises, then Landlord by and through the City Council, shall have the power and express authority to cause the Premises to be maintained or repaired, and Tenant expressly authorizes those acts. Tenant shall be responsible for the cost of such maintenance or repair beginning thirty (30) days

from the date on which the work is completed and a statement for expenses incurred and reasonable allocation for Landlord overhead is provided to Tenant.

15. **Alterations and Improvements:** Tenant, at Tenant's expense, may make alterations, additions or improvements to the Leased Premises provided they are in keeping with the purpose of this Agreement, provided the same are made in a workmanlike manner, utilizing good quality materials and are completed in compliance with regulations applicable to the historic structure and district. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises. All personal property, equipment, machinery, trade fixtures, and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease, and the same shall be removed by Tenant upon termination of this Lease. Tenant shall be responsible for any damage caused to the Leased Premises and structures by the removal of Tenant's property and shall repair all damage to the Leased Premises caused by such removal at Tenant's expense.
16. **Personal Property Taxes:** Tenant shall be solely responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premise.
17. **Indemnify, Defend, and Hold Harmless Landlord as follows:** TENANT AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF TENANT OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF TENANT, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF TENANT AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS LEASE OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY TENANT HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS LEASE AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE TENANT TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

16. Insurance Requirements:

A. TENANT SHALL OBTAIN AND MAINTAIN CONTINUOUSLY IN EFFECT AT ALL TIMES DURING THE TERM HEREOF, AT TENANT'S SOLE EXPENSE, MINIMUM COMPREHENSIVE GENERAL LIABILITY INSURANCE IN THE AMOUNT OF AT LEAST \$1,000,000.00 COMBINED SINGLE LIMIT LIABILITY PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE. THIS INSURANCE SHALL BE AN OCCURRENCE-TYPE POLICY WRITTEN IN COMPREHENSIVE FORM AND SHALL PROTECT LANDLORD AGAINST LIABILITY WHICH MAY

ACCRUE AGAINST LANDLORD BY REASON OF TENANT'S OCCUPANCY OR CONTROL OVER THE LEASED PREMISES, OR WRONGFUL CONDUCT INCIDENT TO THE USE THEREOF, RESULTING FROM ANY ACCIDENT OR EVENT OCCURRING ON OR ABOUT THE LEASED PREMISES. ALL INSURANCE POLICIES REQUIRED HEREIN SHALL BE PRIMARY INSURANCE AND DRAWN IN THE NAME OF TENANT, WITH LANDLORD, ITS COUNCIL MEMBERS, OFFICIALS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES NAMED AS ADDITIONAL INSURED.

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

c. Tenant shall furnish Landlord with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. The certificates shall provide that any company issuing an insurance policy shall provide not less than 30-days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Tenant shall immediately provide written notice to Landlord upon receipt of notice of cancellation of an insurance policy, or of a decision to terminate or alter any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type.

d. Tenant shall require its insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of San Angelo, its council members, members of boards and commissions officers, officials, agents and employees.

17. Expenses Related to Tenant's Occupancy of Leased Premises.

a. **Utilities:** Tenant shall pay or cause to be timely paid all charges for gas, electricity, telephone, water, sewer, rubbish removal, cable, and any and all other utilities used on the Leased Premises. Failure to timely pay such charges shall, at the option of Landlord, result in termination of this Lease.

b. **Taxes:** It is further understood and agreed that Tenant shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Agreement may be levied on or assessed against the Leased Premises and all interest therein, including all improvements and other property thereon, whether belonging to Landlord or Tenant, or to which either of them may become liable. Tenant shall pay all such taxes, charges, and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Tenant agrees to indemnify and save harmless Landlord from all such taxes, charges and assessments. Failure to pay such taxes and special assessments as provided herein shall, at the option of Landlord, result in termination of this Lease.

- c. **Incidental Charges:** Tenant shall pay or cause to be paid all incidental charges; such as permit fees, incurred in connection with its operations and use of the Property.
18. **Release of Claims.** Tenant expressly releases Landlord, its officials, officers, agents, and employees from any and all claims and damages of any kind whatsoever by reason of the condition of Leased Premises, or any improvements thereon, or any damages or loss incurred by Tenant relating to Tenant's use of the Leased Premises or exercise of the privileges granted hereunder.
19. **No Encumbrances.** Tenant shall not have the right to encumber the Leased Premises.
20. **Default by Tenant/Landlord's Remedies.** Landlord's remedy for Tenant's default, after compliance with the notice provisions hereof, is to terminate this Lease Agreement by written notice, take possession of the Leased Premises, and seek judicial relief for costs, rents due and such other damages or relief to which Landlord may be entitled. Landlord may enter and take physical possession and control over the Leased Premises on termination of this Lease by self-help, and may prohibit the Tenant in default or any other person who may be occupying the Leased Premises, from access thereto or the use thereof, and shall not be liable in trespass or for damages therefore.
21. **Default/Waiver/Mitigation.** It is not a waiver of default if the Landlord fails to declare immediately a default or delays in taking any action. Pursuit of any remedy set forth in this Lease does not preclude pursuit of other remedies under this Lease or provided by law.
22. **Reimbursement of Landlord's Expenses.** Tenant shall pay on demand all of Landlord's expenses including, but not limited to, attorney's fees and court costs incurred in enforcing any of Tenant's obligations under this Lease or in terminating this Lease and retaking physical possession of the Leased Premises on Tenant's default.
23. **Amendment of Lease.** This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.
24. **Disclaimer of Warranties.** ALL WARRANTIES OF LANDLORD THAT MAY ARISE IN COMMON LAW ARE EXCLUDED. LANDLORD GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
25. **Notices.** Any notice required or permitted under this Lease must be in writing and delivered to the address for the recipient party. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) on the third day after deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address below. Notice may also be given by personal delivery or commercial courier delivery and will be effective when actually

received. Any address for notice may be changed by written notice delivered to the other party as provided herein.

LANDLORD:

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

TENANT:

Historic Orient Santa Fe Depot, Inc.
Attn: Penney Baker, President
703 South Chadbourne Street
San Angelo, Texas 76903

26. Relationship of Landlord and Tenant. The relationship between Landlord and Tenant at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

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

[Signature Page to Follow]

EXECUTED in duplicate originals the 1st day of February, 2019.

TENANT:

HISTORIC ORIENT SANTA FE DEPOT, INC.

By: _____

Penney Baker, President

LANDLORD:

CITY OF SAN ANGELO

By: _____

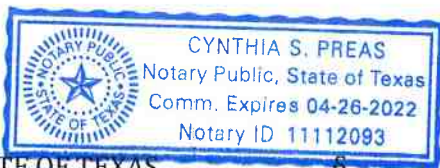
Daniel Valenzuela, City Manager

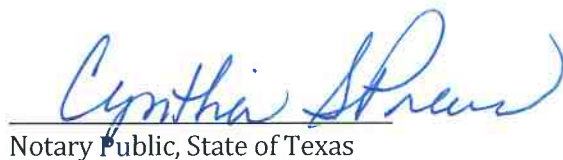
Attest:


Julia Antilley, City Clerk

STATE OF TEXAS §
COUNTY OF TOM GREEN §

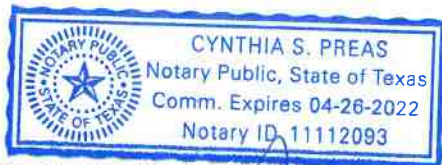
This instrument was acknowledged before me on the 1st day of February 2019 by **PENNEY BAKER**, as President of **HISTORIC ORIENT SANTA FE DEPOT, INC.**, a Texas non-profit corporation by authority of its governing board.




Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 6th day of February 2019, by **DANIEL VALENZUELA**, as City Manager of the **CITY OF SAN ANGELO**, a Texas municipal corporation, on behalf of said corporation by authority of its governing body.

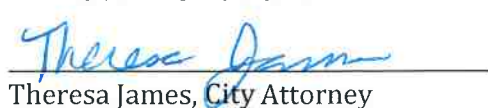



Notary Public, State of Texas

APPROVED FOR CONTENT


Cynthia Preas, Real Estate Div. Manager

APPROVED AS TO FORM


Theresa James, City Attorney

APPROVED FOR RISK


Charles Hagen, Risk Manager



GREYSTONE
Engineering INC.

EXHIBIT "A"

FIELD NOTES

Tract A
Passenger Depot Tract
October 28, 1992

Being 0.957 acres of land in San Angelo, Tom Green County, Texas, said 0.957 acres being 0.913 acres out of J. Ebert Survey 173 (same being a portion of Millspaugh Addition, San Angelo, Tom Green County, Texas which is recorded at Volume X, Page 54 of the Deed Records of Tom Green County, Texas) and 0.044 acres out of Fisher & Miller Survey 173 (same being a portion of a certain 15.20 acre tract described in Deed from Fort Concho Realty Company to Panhandle and Gulf Railway Company which is recorded at Volume 32, Page 6 of the Deed Records of Tom Green County, Texas) and said 0.957 acres being more particularly described as follows:

Beginning at 1/2" iron rod set at the southwest corner of this tract in the east line of Irving Street and in the west line of Block 15, said Millspaugh Addition from which a 3/4" iron pipe found at the northeast corner of Lot 1, Block 16, said Millspaugh Addition bears N36°51'24"W a distance of 131.88 feet;

Thence N00°28'29"E with said east line of Irving Street and said west line of Block 15 a distance of 53.41 feet to 1/2" iron rod found at the northwest corner of this tract;

Thence N33°45'01"E a distance of 148.07 feet to a 5/8" iron rod found at the point of curvature of a curve to the right;

Thence with said curve to the right whose central angle is 16°31'36" and radius is 344.28 feet (long chord bears N42°00'49"E a distance of 98.96 feet) a distance of 99.31 feet to a chiseled "X" found on the top of a curb at the point of tangency of said curve to the right;

Thence N50°16'37"E a distance of 279.22 feet a 1/2" iron rod found at the northeast corner of this tract;

Thence S00°30'05"W with the projection of or with the west line of Chadbourne Street a distance of 127.23 feet to a 1/2" iron rod set at the southeast corner of this tract;

Thence S50°16'37"W a distance of 471.42 feet to the place of beginning, the herein described tract containing 0.957 acres of land;

EXHIBIT "A"
Page 2 of 3

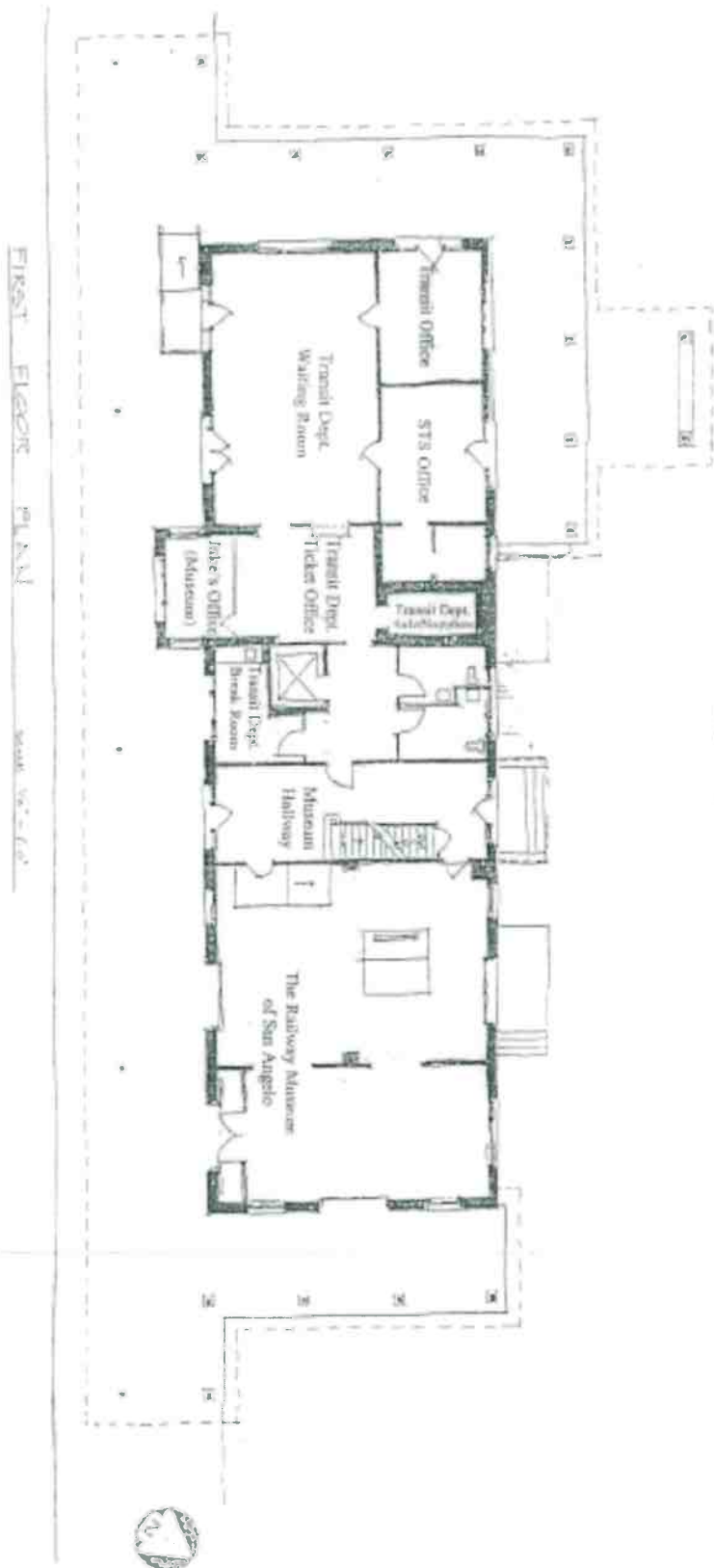
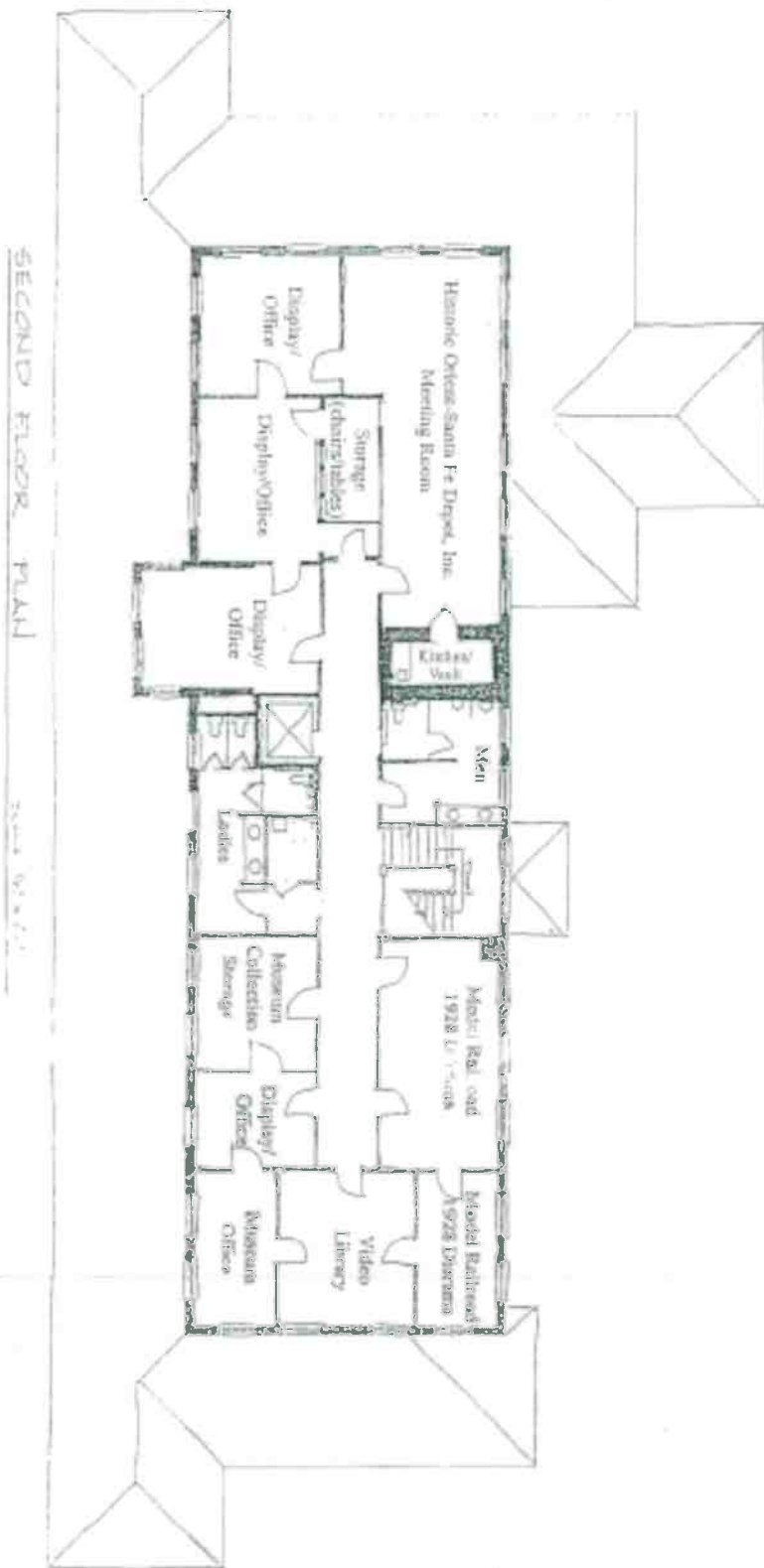


EXHIBIT "A"
Page 3 of 3



NPP1577237

Renewal of Number

POLICY DECLARATIONS

No. NPP1577237A

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS:

Railway & Heritage Museum of San Angelo

703 S Chadbourne St

San Angelo, TX 76903

POLICY PERIOD: (MO. DAY YR.) From: 07/20/2018 To: 07/20/2019

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Theater

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE

TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Liability Coverage Part

PREMIUM

\$844.00

TOTAL:

\$844.00

✓
R1577237
07/20/18
PIC

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: TEXAS SECURITY GENERAL INSURANCE AGENCY, LLC (3795)
18545 Sigma Road, Suite 101
San Antonio, TX 78258

Issued: 07/23/2018 1:09 PM

Broker:

By:

Thomas P. McKinney
Authorized Representative

UPD (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. NPP1577237A

Effective Date: 07/20/2018

12:01 AM STANDARD TIME

FORMS AND ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG0103	06/06	Texas Changes
CG2107	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
CG2109	06/15	Exclusion - Unmanned Aircraft
CG2136	03/05	Exclusion - New Entities
CG2139	10/93	Contractual Liability Limitation
CG2147	12/07	Employment-Related Practices Exclusion
CG2173	01/15	Exclusion Of Certified Acts Of Terrorism
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
IL0168	03/12	Texas Changes - Duties
IL0275	09/07	Texas Changes - Cancellation And Nonrenewal Provisions For Casualty Lines And Commercial Package Policies
L TX	06-11	Texas State Amendatory Endorsement
L-232s	09/05	Classification Limitation Endorsement
L-278	03/14	Independent Contractors/Subcontractors Exclusion
L-472	07/08	Exclusion - Injury To Performers Or Entertainers
L-500	02/11	Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors, And Subcontractors
L-536	09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
L-549	12/07	Absolute Professional Liability Exclusion
L-581	02/11	Certain Animal Exclusion
L-610	11/04	Expanded Definition Of Bodily Injury
L-618C TX	02/11	Amendment Of Premium Audit Conditions
L-631	02/11	Event Vendor/Exhibitor & Contractor - Exclusion
L-686	10/12	Absolute Exclusion for Liquor and Other Related Liability
L-703 TX	10/14	Molestation or Abuse Insurance (Defense Inside Limits)
L-744NPP	06/10	Blanket Additional Insured Endorsement
L-783	02/14	Amendment Of Liquor Liability Exclusion
L-787	05/13	Infringement Of Copyright, Patent, Trademark Or Trade Secret Endorsement
Notice-Unmanned Aircraft-GL	05/16	Advisory Notice To Policyholders
RM TX-Notice	11/16	Notice to Policyholders - Texas
TRIADN	02/15	Policyholder Disclosure Notice of Terrorism Insurance Coverage
TX NOTICE USLI	03/16	Important Notice

EXTENSION OF DECLARATIONS

Policy No. NPP1577237A

Effective Date: 07/20/2018

12:01 AM STANDARD TIME

FORMS AND ENDORSEMENTS

NPP Jacket

09/10

Non Profit Package Policy Jacket

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. **NPP1577237A**

Effective Date: 07/20/2018
12:01 AM STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000
Abuse And Molestation Liability Each Occurrence	\$100,000
Abuse And Molestation Liability Aggregate	\$300,000

LIABILITY DEDUCTIBLE

\$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location	Address	Territory
1	703 S Chadbourne, San Angelo, TX 76903	006

PREMIUM COMPUTATION

Loc	Classification	Code No.	Premium Basis	Rate		Advance Premium	
				Pr/Co	All Other	Pr/Co	All Other
1	Abuse and Molestation Liability - Performing Arts	41795	Flat	Included	0.000	Included	Included
1	Blanket Additional Insured - Non-Profit Package	49950	1 Flat	Included	100.000	Included	\$100
1	Museums - Not-For-Profit only	46427	8,000 Per 1,000 Total Area	Included	93.040	Included	\$744

MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$300

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$844

(This Premium may be subject to adjustment.) MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This First Amendment to Commercial Lease Agreement ("Lease") is made and entered into by and between the CITY OF SAN ANGELO, a Texas home rule municipal corporation, ("Landlord"), and HISTORIC ORIENT SANTA FE DEPOT, INC., a Texas non-profit corporation ("Tenant").

RECITALS

WHEREAS, Landlord executed a written Commercial Lease Agreement with Historic Orient Santa Fe Depot, Inc. for property located at 703 South Chadbourne Street on February 1, 2019; and

WHEREAS, the San Angelo City Council, on July 21, 2020, approved a First Amendment to Commercial Lease Agreement; and

WHEREAS, Landlord and Tenant desire to amend the Lease as herein provided;

NOW THEREFORE for ten dollars and other valuable consideration the sufficiency and receipt of which is acknowledged by Landlord, the Landlord and Tenant hereby amend the Lease as follows:

1. The foregoing recitals are acknowledged by the parties to this First Amendment to Commercial Lease Agreement to be true and correct, and are adopted as part of this First Amendment.
2. **Leased Premises** on page 1 is amended and restated in its entirety to read as follows:

Tract 1: Surface Estate Only of approximately 0.957 acre of land out of J. Ebert Survey 173 and Fisher & Miller Survey 173, San Angelo, Tom Green County, Texas and two story Santa Fe Railroad depot building more particularly described and depicted in **Exhibit "A"** attached hereto and being made a part hereof for all purposes; and

Tract 2: Surface Estate Only of approximately 8,800 square feet of the East Avenue D public right-of-way; generally located on East Avenue D on South Oakes Street between West Avenue C and West Washington Drive within Block 15 of the Millspaugh Addition, more particularly depicted in **Exhibit "B"** attached hereto and being made a part hereof for all purposes; and

Tract 3: Surface Estate Only of approximately 0.034 acre of land (1,496 square foot) tract of land out of Block 15 Millspaugh Addition, more particularly depicted and described in **Exhibit "C"** attached hereto and being made a part hereof for all purposes.

3. All provisions of the Lease not amended by this First Amendment shall remain and continue in full force and effect.

4. This First Amendment to Commercial Lease shall be effective July 21, 2020.

EXECUTED this 27 day of October, 2021.

TENANT:

HISTORIC ORIENT SANTA FE DEPOT, INC

By: Suzanna Valenzuela
Suzanna Valenzuela, President

LANDLORD:

CITY OF SAN ANGELO

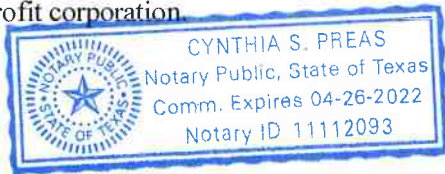
Attest:

Julia Antilley
Julia Antilley, City Clerk

By: Daniel Valenzuela
Daniel Valenzuela, City Manager

STATE OF TEXAS §
COUNTY OF TOM GREEN §

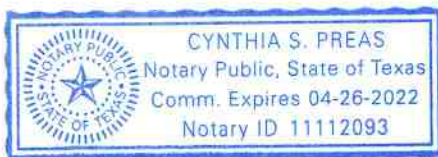
This instrument was acknowledged before me on the 27th day of October 2021, by **SUZANNA VALENZUELA**, as President of HISTORIC ORIENT SANTA FE DEPOT, INC., a Texas non-profit corporation.



Cynthia S. Preas
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 29th day of October 2021, by **DANIEL VALENZUELA**, as City Manager of the CITY OF SAN ANGELO, a Texas municipal corporation, on behalf of said corporation by authority of its governing body.



Cynthia S. Preas
Notary Public, State of Texas



EXHIBIT "A"

FIELD NOTES

Tract A
Passenger Depot Tract
October 28, 1992

Being 0.957 acres of land in San Angelo, Tom Green County, Texas, said 0.957 acres being 0.913 acres out of J. Ebert Survey 173 (same being a portion of Millspaugh Addition, San Angelo, Tom Green County, Texas which is recorded at Volume X, Page 54 of the Deed Records of Tom Green County, Texas) and 0.044 acres out of Fisher & Miller Survey 173 (same being a portion of a certain 15.20 acre tract described in Deed from Fort Concho Realty Company to Panhandle and Gulf Railway Company which is recorded at Volume 32, Page 6 of the Deed Records of Tom Green County, Texas) and said 0.957 acres being more particularly described as follows:

Beginning at 1/2" iron rod set at the southwest corner of this tract in the east line of Irving Street and in the west line of Block 15, said Millspaugh Addition from which a 3/4" iron pipe found at the northeast corner of Lot 1, Block 16, said Millspaugh Addition bears N16°51'24"W a distance of 131.88 feet;

Thence N00°28'29"E with said east line of Irving Street and said west line of Block 15 a distance of 53.41 feet to 1/2" iron rod found at the northwest corner of this tract;

Thence N33°45'01"E a distance of 148.07 feet to a 5/8" iron rod found at the point of curvature of a curve to the right;

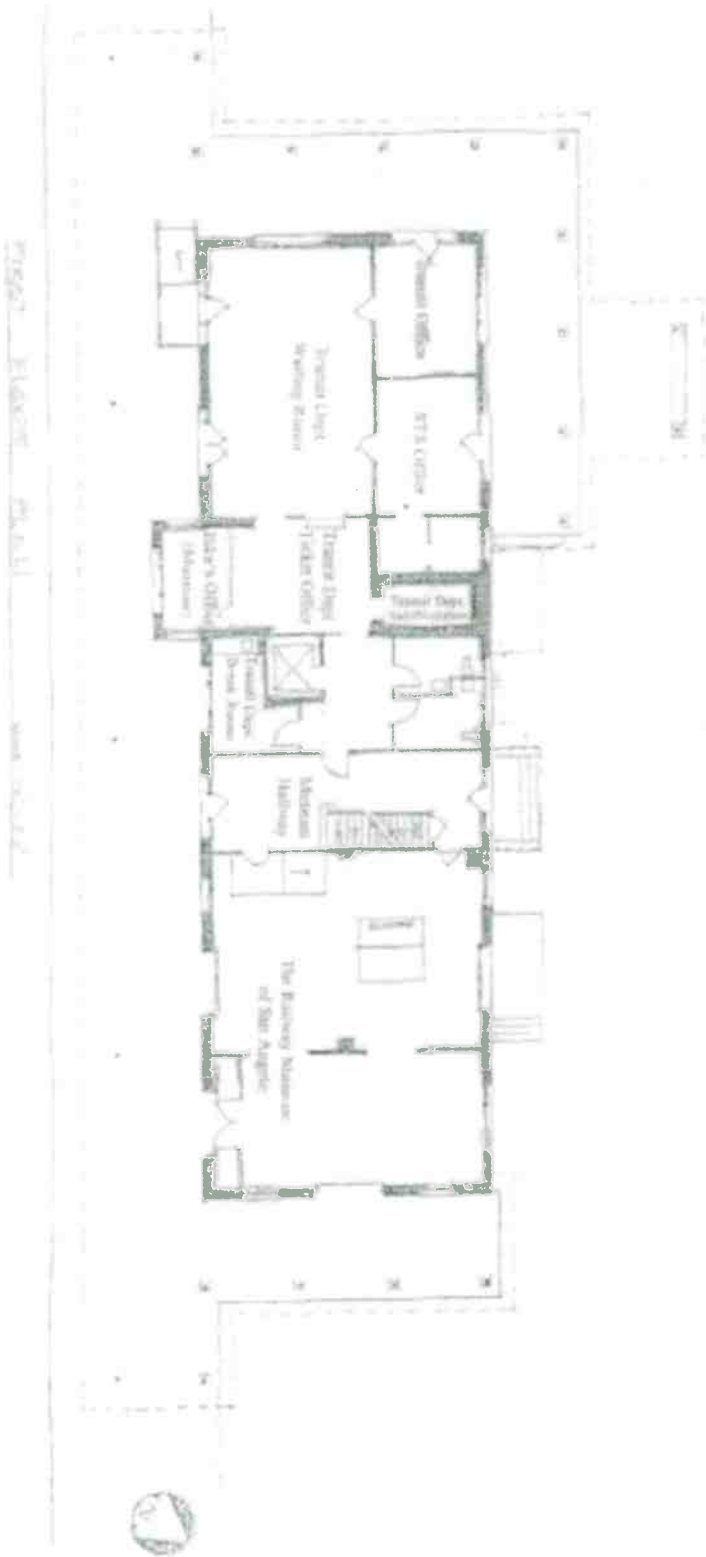
Thence with said curve to the right whose central angle is 16°31'36" and radius is 344.28 feet (long chord bears N42°00'49"E a distance of 98.96 feet) a distance of 99.31 feet to a chiseled "X" found on the top of a curb at the point of tangency of said curve to the right;

Thence N50°16'37"E a distance of 279.22 feet a 1/2" iron rod found at the northeast corner of this tract;

Thence S00°30'05"W with the projection of or with the west line of Chadbourne Street a distance of 127.23 feet to a 1/2" iron rod set at the southeast corner of this tract;

Thence S50°16'37"W a distance of 471.42 feet to the place of beginning, the herein described tract containing 0.957 acres of land;

Page 2 of 3



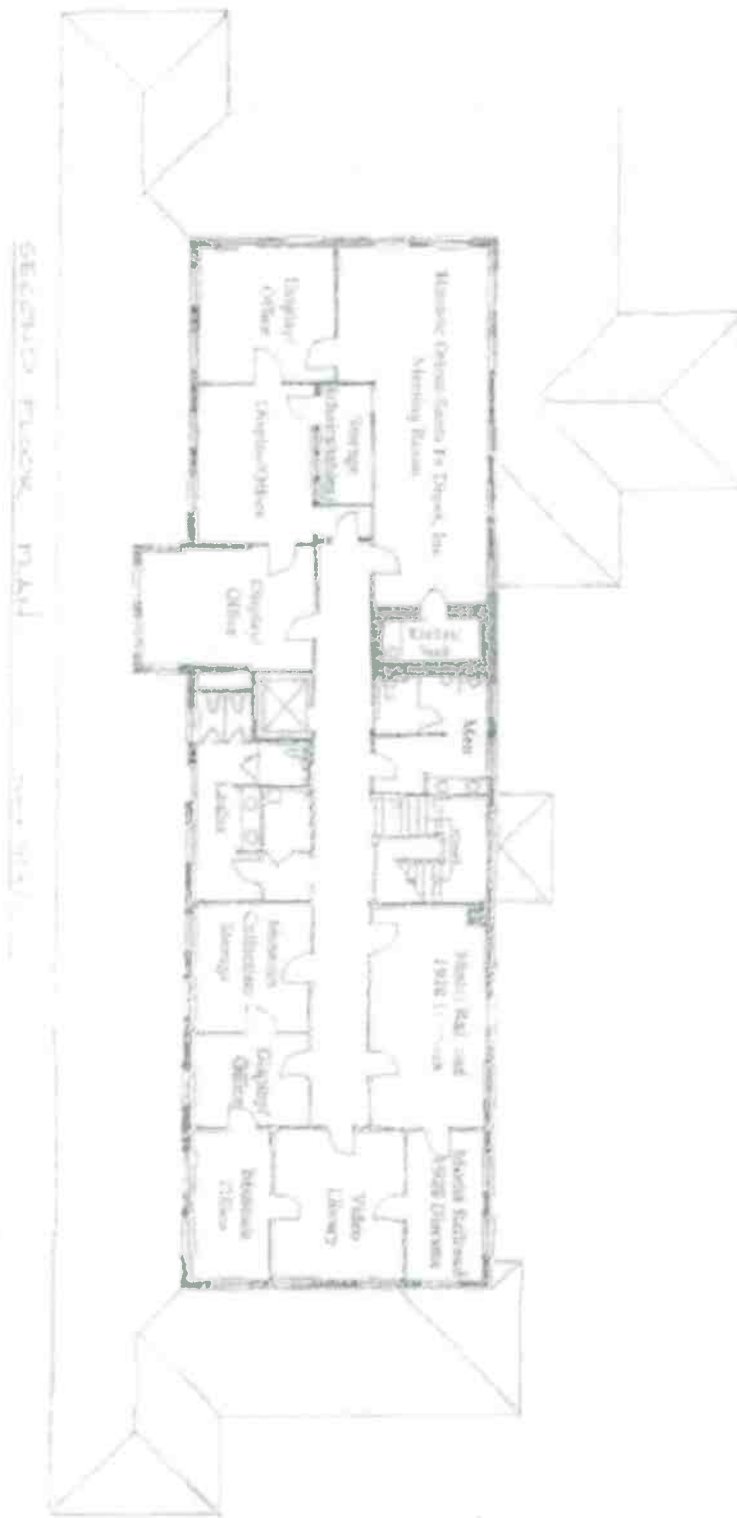
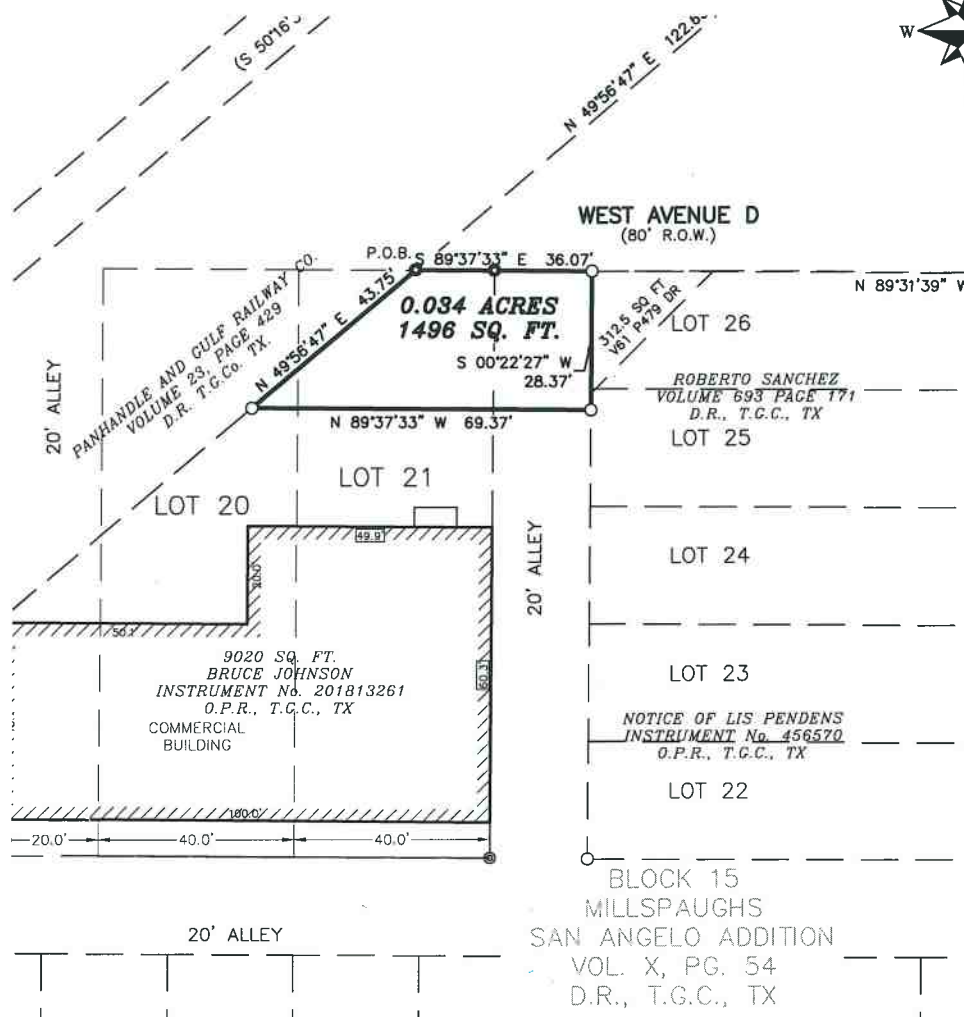


Exhibit "B"





● FOUND 3/4" IRON PIPE
 ○ SET 1/2" IRON ROD CAPPED "MQI"
 — SUBJECT PROPERTY BOUNDARY
 — ADJACENT PROPERTY LINE
 O.W. RIGHT-OF-WAY

1. FIELD NOTES TO ACCOMPANY THIS PLAT

BEARING BASIS HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCE FRAME NORTH AMERICAN DATUM 1983 (2011) (EPOCH 2010.0000), AS DETERMINED FROM GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY EQUIPMENT BY STATIC, VIRTUAL REFERENCE SYSTEM (VRS) NETWORK AND OR REAL TIME KINEMATIC (RTK). DISTANCES SHOWN HEREON ARE SHOWN AS GRID TEXAS STATE PLANE COORDINATE SYSTEM DISTANCES.

W. H. H. H.

LAND TITLE SURVEY OF A 0.034
ACRE (1,496 SQUARE FOOT) TRACT
OF LAND OUT OF BLOCK 15,
MILLSPAUGHS SAN ANGELO
ADDITION, TOM GREEN COUNTY,
TEXAS ACCORDING TO THE MAP OR
PLAT OF RECORD IN VOLUME X,
PAGE 54, DEED RECORDS, TOM
GREEN COUNTY, TEXAS.
SCALE 1" = 30 FEET

0 30 60

Exhibit "C"
Page 2 of 2
FIELD NOTES

0.034 Acre Tract

STATE OF TEXAS

COUNTY OF TOM GREEN

Field Notes of a 0.034-acre (1,496 sq. ft.) tract of land out of a 9020 Sq. Ft. tract of land described and recorded in a Warranty Deed to Bruce Johnson and wife, Ila Johnson recorded in Instrument No. 201813261, Official Public Records, Tom Green County, Texas, and out of a portion of a north-south alley;

Said tract being out of Lot 21 and Lot 20, and a portion of a 20 foot wide alley adjacent to said Lot 21, Block 15, Millspaugh Addition, City of San Angelo, Tom Green County, recorded in Volume X, Page 54, Deed Records, Tom Green County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a $\frac{1}{4}$ " iron pipe found in the east line of a tract described in a warranty deed to Panhandle and Gulf Railway Co. recorded in Volume 23, Page 429, Deed Records, Tom Green County, Texas, in the south line of West Avenue D, in the north line of said Lot 21 for the northwest corner of this herein described tract of land;

Thence South $89^{\circ}37'33''$ East passing at 16.07 feet a $\frac{1}{4}$ " iron pipe found at the northeast corner of said Lot 21, at the northwest corner of said 20 foot wide alley, continuing a total distance of 36.07 feet to a $\frac{1}{4}$ " iron rod set at the northeast corner of said alley, at the northwest corner of Lot 26 of said Block 15, the northwest corner of a 312.5 square foot tract described and recorded in Volume 61, Page 479, Deed Records, Tom Green County, Texas, for the northeast corner of this herein described tract of land;

Thence South $00^{\circ}22'27''$ West a distance of 28.37 feet to a $\frac{1}{4}$ " iron rod set in the west line of Lot 25 of said Block 15, for the southeast corner of this herein described tract of land;

Thence North $89^{\circ}37'33''$ West a distance of 69.37 feet, upon and across said alley and Lots 21 and 20, to a $\frac{1}{4}$ " iron rod set in the east line of said railway right of way for the southwest corner of this herein described tract of land;

Thence North $49^{\circ}56'47''$ East a distance of 43.75 feet with the east line of said right of way to the Point of Beginning, containing 0.034 acres (1,496 sq. ft.) of land, more or less, subject to all easements of record.

Bearing Basis hereon is Texas State Plane Coordinate System, Reference Frame North American Datum 1983 (2011) (EPOCH 2010.0000), as determined from Global Navigation Satellite System (GNSS) survey equipment by Static, Virtual Reference System (VRS) network and or Real Time Kinematic (RTK). Distances shown hereon are shown as grid Texas State Plane Coordinate System distances.

I, Wesley Quinn, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground this the 12th day of February 2020.



A handwritten signature in blue ink, appearing to read "Wesley Quinn", written over a horizontal line.

Registered Professional Land Surveyor
Texas Registration No. 6625

AMENDMENT 2 TO COMMERCIAL LEASE AGREEMENT BY AND BETWEEN THE CITY OF SAN ANGELO AND HISTORIC ORIENT SANTA FE DEPOT, INC.

RECITALS:

WHEREAS, the City of San Angelo ("Landlord") and the Historic Orient Santa Fe Depot, Inc. ("Tenant") entered into a commercial lease agreement (the "Lease") for the Santa Fe Depot located at 703 S. Chadbourne, San Angelo, Texas; and

WHEREAS, under the Lease the parties may agree to amendments as necessary; and

WHEREAS, the parties have agreed upon an amendment to the terms of the Lease to allow Landlord to provide financial assistance to Tenant and to allow Tenant to request Hotel Occupancy Tax funding as appropriate and necessary.

NOW, THEREFORE, the parties agree as follows:

PART 1: That the Section 1. "Improvements" of the Lease shall be amended to read as follows:

"1. Improvements: Tenant agrees it will fully equip, furnish, and operate a train museum ("Museum") primarily at its sole cost and with the assistance of grants and private donations. Landlord may, with approval of City Council, provide matching funds to assist Tenant in securing grants and donations to benefit the leased property. Tenant shall be allowed on an annual basis to request Hotel Occupancy Tax funding as appropriate and subject to an agreement outlining Council approved terms and uses for the funds."

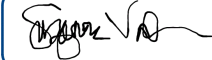
PART 2: All other terms and conditions of the Lease shall remain in full force and effect unless changed by further amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second **AMENDMENT** to be executed by their respective duly authorized officials on this 9/26/2023 day of October, 2023.

CITY OF SAN ANGELO


B375FCAF1D3E48E...
Michael Dane, Assistant City Manager

HISTORIC ORIENT SANTA FE DEPOT, INC


3F523DB16E6A4AB...
Suzanna Valenzuela, Board President

ATTEST


3F086DDE78834F2...
Heather Stastny, City Clerk

APPROVED AS TO FORM


E822428D610A4D4...
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Valgardson, Airport Director, Airport

Meeting Date: April 2, 2024

Item type: Consent Item

Caption:

Consider approving a utility access easement between AEP and the San Angelo Regional Airport, finding a public purpose in granting such easement, and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)

Staff Recommendation:

Approve

Summary/History:

AEP is seeking a utility easement to lay power lines underground beneath the new rental car parking area and provide service to the Airport terminal building and Skyline Aviation's newly remodeled fixed base operation. The lines are currently run overhead, but were requested to be buried as part of Skyline's hangar project. The easement will be provided to AEP without charge as a public purpose exists in granting the easement. Burying the lines provides better protection from weather and other hazards, and also provides an overall cleaner aesthetic for the Airport property.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Jeremy Valgardson

Approvals/Reviews:

Jeremy Valgardson
Brandon Dyson

Created/Initiated
Approved

Theresa James
Jeffrey Tomlinson
Tina Dierschke
Theresa James
Heather Stastny

Approved
Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Water Utilities

Meeting Date: April 2, 2024

Item type: Consent Item

Caption:

Consider awarding RFB WU-03-24 Liquid Sodium Hypochlorite to PVS DX Inc. in the amount of \$146,300 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo Water Reclamation requested bids due March 12, 2024, for the purchase of 12.5% Liquid Sodium Hypochlorite for use in disinfecting the treated effluent.

PVS DX is the City's current vendor and was the only bidder with a complete submission.

The plant utilizes approximately 70,000 gallons per year.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Water Reclamation	270-5100-508.06-50		\$146,300

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Liquid Sodium Hypochlorite Bid Table- PVS DX INC. Liquid Sodium Hypochlorite Bid Table- PVS DX INC..pdf

Presentation:

Shane Kelton

Approvals/Reviews:

Charles Michalewicz
Pete Madrid Jr.
Shane Kelton
Theresa James
Jeffrey Tomlinson
Tina Dierschke
Heather Stastny

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Final Approval



WU-03-24 Liquid Sodium Hypochlorite

Item Number	Item Description	Approximate Quantity (Gallons annual use)	Unit Price per Gallon	Total Price
#0-1	Liquid Sodium Hypochlorite	70000	2.09	\$146,300.00

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Water Utilities

Meeting Date: April 2, 2024

Item type: Consent Item

Caption:

Consider awarding Task Order 2 utilizing IDIQ PW-01-23 with Freese & Nichols, Inc. for Phase III of the lead and copper rule in the amount of \$920,140 for the continuation of the phased approach under Phase 3 of the Lead and Copper Rule Revision Compliance Program and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

The US Environmental Protection Agency (EPA) released the Lead and Copper Rule Revision (LCRR) in January 2021, with a compliance date of October 16, 2024. The purpose of the LCRR is to set new standards to reduce the levels of lead and copper in drinking water.

Water Utilities has worked with Freese and Nichols, Inc. (FNI) to develop a five-phased approach to prepare for the implementation of the measures necessary for compliance with the LCRR. Phase 1, the initial risk and resource screening report, was completed by FNI in February 2022. The report outlined the recommended scope and measures, with a timeline and budget, for planning purposes to meet the schedule and requirements of the LCRR.

The Phase 2 scope included an initial desktop service line inventory, a pilot study plan and field survey, a pilot profile sampling program, predictive modeling, planning, and initial implementation, a desktop corrosivity study, and a funding application with the Texas Water Development Board. Phase 2 was a year-long project that allowed the City to continue on the path to compliance with the LCRR and to develop an implementation schedule to meet the deadlines for the LCRR. Phase 2 was completed in October 2023.

In Phase 3 FNI will support the City by working with the City's third party vendor conducting the meter replacement and service line testing program to ensure that all proper documentation is gathered for each of our approximate 38,000-meter services. FNI will also work with the City's GIS division to place all collected information onto our GIS database system for staff use and all public facing information that is required by the TCEQ. FNI will provide assistance to the City with the mandated notification letters that will be sent to all water customers that have not had their service line test completed and documented along with providing the final testing results and corresponding report to the TCEQ. FNI will update the City's LCRR compliance plan based on the finalized Lead and Copper Rule Improvement (LCRI) guidelines establish by the EPA and TCEQ. FNI will continue to develop and submit Project Information Forms to the Texas Water Development Board on the City's behalf as well as provide full application support if TWDB funding becomes available.

Phase 3 will be implemented over the next three years to ensure the City's compliance with the LCRR within the established compliance deadline of October 2027.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Water Capital Fund	512-4100-800.07-30		\$920,140.00

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Shane Kelton

Approvals/Reviews:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Engineering Services

Meeting Date: April 2, 2024

Item type: Consent Item

Caption:

Consider authorizing a cooperative purchase of High-Density Mineral Bond Surface Treatment (HA5) from Andale Construction, Inc. in the amount of \$284,614.53 through an Interlocal Agreement with the City of Hurst, Texas and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

The City identified roadways that met the requirements for the application of High Density Mineral Bond (HA5) as a part of its pavement preservation process. HA5 is an alternative to chip sealing on roadways that meet certain criteria.

Pricing was sought from Andale Construction, Inc. using an existing Interlocal Agreement with Hurst, Tx. Andale Construction is the licensed applicator of HA5 for this region and has applied the product for the City for the last four years.

Chapter 791 of the Texas Government Code ("Interlocal Cooperation Act") provides municipalities the ability to procure goods and/or services through contracts awarded by other governmental entities. The purpose of this chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract with one another.

The City of Hurst, Texas issued a Request for Bids (19-007) for their High-Density Mineral Bond Seal program and awarded the RFB to Andale Construction, Inc. during their May 14, 2019, meeting. Andale Construction, Inc. consented to "piggyback" procurements as part of their response to the City of Hurst's solicitation.

Therefore, the City of San Angelo wishes to utilize the existing Interlocal Agreement with the City of Hurst, Texas to procure High-Density Mineral Bond Surface Treatment (HA5) from Andale Construction, Inc. in the amount of \$284,614.53 and authorize the City Manager to negotiate and execute all related documents.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Operations	10132004320435		\$284,614.53

Financial Impact:

Other Information/Recommendation:

Staff recommends awarding the application of high density mineral bond to Andale Construction, Inc.

Attachments:

- | | | |
|----|----------------------------|--------------------------------|
| 1. | San Angelo TX Proposal HA5 | San Angelo TX Proposal HA5.pdf |
|----|----------------------------|--------------------------------|

Presentation:

Patrick Frerich

Approvals/Reviews:

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



HIGH DENSITY MINERAL BOND



San Angelo, TX
Partner in Pavement Preservation
, Total Project size: 72,421sy
Proposal for HDMB Project



Summary:

The highest return on investment (ROI) is achieved by installing HA5 - High Density Mineral Bond.

Performance is calculated to be two to three times longer compared to using seal coats and premium seal coats.

Beyond the preservation benefits that HA5 provides, residents experience less community intrusion as road closures are needed much less frequently.

Performance History of Surface Treatments:

The biggest items to focus on for preservation treatment are:

- » What will provide the maximum extension of pavement life per every dollar spent?
- » Validating a product's performance goes beyond pictures of black roads. Initially, all tools for pavement preservation turn a road black, but HA5 has proven to stop the infiltration of water and slowed down the overall oxidation process compared to other premium seal coats.



ANDALE
CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
193 Welco Ln. Jourdan, TX
Phone: (505) 716-6851



HIGH DENSITY MINERAL BOND

INTRODUCTION

We pride ourselves on delivering products of paramount quality. We set ourselves apart by continuing to use advanced construction methods which reduces the cost to the customer and increased durability. We stand behind our final product and offer warranties unmatched in our industry! We have a well-rounded team that understands construction and how everyone on the job must work together as one to perform at a high level



Founded in 1972

IS Networld™ contractor

Six-time Golden National
Award Winner

Over 1500 Successful
projects completed

Phone: (505) 716-6851

Website: andaleconstruction.com

INTRODUCTION

Integrated Pavement Solutions (IPS) produces HA5, one of the leading pavement preservation treatments for residential roadways. HA5 meets the rigid demands for High Density Mineral Bond installations for extending pavement life. This category in pavement management was established by agency engineers after evaluating the performance of installations over a 10 year period. Today HA5 has a track record of performance spanning 18 years.



Creator of HA5 High Density Mineral Bond

HA5 is now protecting over

600 million square feet of
roadways across **25 states**

The choice of over **200** public agencies and
hundreds of private communities

For more information visit:
www.HA5info.com/blog



HIGH DENSITY MINERAL BOND

Treatment Report HA5

Below are core samples taken from roadways comparing municipality specified, time-tested pavement preservation treatments. Look closely at each core. The HA5 core aesthetically looks to be the most desirable with the darkest surface. However, what the engineering community has identified is the darker color beneath the surface. This uncovers HA5's ability to retain the critical oils and resins that keep asphalt pavements flexible. **More flexibility results in pavements lasting longer with less cracking and other manifestations of deterioration.**

A report from the engineering firm Rosenberg & Associates, assessing a side by side of HA5 to a premium seal coat installation, found **9x less cracking** in the HA5 treated section compared to the premium seal coat treated section after a **4 year period**.

Core Sample Comparison (Cores taken from Mohave Desert region)



Slurry

Date Pavement Installed:
1999

Preservation:
Type II Slurry
Installed in 2007
(Cobblestone Drive)

Chip Seal

Date Pavement Installed:
1999

Preservation:
Chip Seal
Installed in 2008
(Boulder Springs Drive)

HA5

Date Pavement Installed:
1995

Preservation:
HA5 (High Density Mineral Bond)
Installed twice
beginning in 2002
(West Springs Drive)

KEYS TO PAVEMENT PRESERVATION:
The Right Treatment, on the Right Road, at the Right Time.



ANDALE CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
193 Welco Ln. Jourdan, TX 78026
Phone (505) 716-6851

PROPOSAL		Date:	3/19/2024	Estimate:	1	
Partner in Pavement Preservation		Project Description		Project Location		
		High Density Mineral Bond - HA5 Installation		San Angelo, TX		
P.O. Number	Terms	Advisor	Region	State License #		
	Due upon completion	Anthony Capul	Texas			
Description			Quantity	U/M	Rate	Total
HA5 HIGH DENSITY MINERAL BOND: -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).			72,421	SY	\$ 3.64	\$263,612.44
Traffic Control				LS	\$ 7,136.84	
Mobilization			1	LS	\$ 13,468.42	
Citizen Notification				LS	\$ 202.49	
PPE & Safety Equipment			1	LS	\$194.34	
*Actual SY applied will be billed at the Unit Price Rate. This is not a Lump Sum Bid. *Pricing is based upon one mobilization for the project. *Projects that are broken up to be done over different time periods requiring multiple mobilizations would result in the project being priced based upon the tier of the square yardage for each scheduled project. *Excessively dirty roads will require separate cleaning fees. *Crews will follow mandates regarding COVID-19 and all equipment/shuttles will be properly sanitized throughout the project. *Tax will be charged unless Exemption Certificate is provided.						
TAX						
			Total:			\$284,614.53

PROPOSAL: Void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Andale Construction Inc. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply. Andale Construction Inc. is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval.

PAYMENT TERMS: Due Upon Completion (Completion by line item 'Progress Billing' and/or completion of project core) There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Andale Construction Inc. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.

CLIENT: As the Client I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to \$750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice. I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fee's of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Certified Payroll unless stated otherwise.

INSURANCE: These insurance limits are listed by Andale Construction to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Andale Construction agrees to differing limits.
Certificates available upon request.

GENERAL LIABILITY: \$1m (inc.), \$2m (agg.) AUTO: \$1m UMBRELLA: \$2m (inc.), \$2m (agg.) PERSONAL INJ: \$1m WORKERS COMP: \$1m **GUARANTEE:** Five year guarantee on workmanship and product liability.

Signature: _____ Print: _____ Date: _____ Andale Construction Inc. _____



HIGH DENSITY MINERAL BOND

Proactive HOAs by the thousands have uncovered a strategy that saves them money while effectively preserving their pavement assets using HA5 High Density Mineral Bond.

» *Smooth, Impermeable Surface*

» *High Home Owner Acceptance*

» *Unmatched Durability*

Prominent communities across the country who have transitioned to a longer lasting and more cost effective high density mineral bond installation include:



HOAs in particular are trending away from the use of slurry and seal coats due to the much higher return on investment and longer lasting performance of HA5 (categorized as High Density Mineral Bond). HA5 enables communities to lower the life-cycle costs of pavement assets and reduce the amount of road closures.

- » *Lower & more predictable costs*
- » *Extends pavement life*
- » *Improved aesthetics and property values*
- » *No loose or grainy residue*
- » *Fewer premature failures*

For more information visit:
www.HA5info.com/blog

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: April 2, 2024

Item type: Consent Item

Caption:

Report to Council regarding the use of \$20,000 of State/Local Seizure funds to assist with replacement of 31 Bullet Resistant Vests (David Howard)

Staff Recommendation:

Accept

Summary/History:

The SAPD department policy is to replace Bullet Proof Vests after 5 years. The manufacturer's warranty is void after 5 years. The fibers in the vest break down over time and with that degradation comes decreased effectiveness. We have 31 vests that need replacing in 2024. The supplier's trained representative scheduled 2 days in February to measure the officers for the vests. Per the National Institute of Justice, Bullet Proof Vests for sworn officers must be fitted to the officer and meet certain ballistic requirements. The total replacement cost for the BPVs is \$34,940.41. Due to the cost of replacing these vests, the department will use \$20,000 from Local/State Seizure funds to assist with this purchase.

Funding Source(s):

Financial Impact:

Requisition #143905 and Purchase Order #133168 (see CMO attached) for a total of \$34,940.41 to "Got You Covered", SAPD uniform supplier, is split between 2 accounts. \$14,940.41 is coded to the budget account 101-8000-421.06-13 Uniforms; \$20,000 is coded to the State/Local Seizure funds account 602-8500-421.05.65. The \$14,940.41 has already been encumbered to the Uniforms account. The remaining balance in the Uniforms account after encumbrance is \$20,161.83. The cost of uniforms and BPV for the current recruits (class of 3) is \$8,000. The remaining \$12,000 will be reserved to fund uniform replacements for existing officers or additional new hires. The remaining balance in the State/Local Seizure Funds expense account after this purchase is \$16,915 with an additional \$9,005 available in excess revenues over budget.

Other Information/Recommendation:

Attachments:

1. CMO REQ 143905 - Got you Covered - PO 133168 CMO REQ 143905 - Got you Covered - PO 133168.pdf

Presentation:

David Howard

Approvals/Reviews:

Gail Smith

Frank Carter

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval

REQUISITION APPROVAL CITY MANAGER LEVEL

CITY OF SAN ANGELO, TEXAS
PURCHASING DIVISION



E-mail completed form with supporting documentation (Contracts, Council Minutes, Previous Requisitions) to sapurch@cosatx.us

Requisition Number 143905	Amount \$34,940.41
Vendor Got You Covered	Vendor Number 11662
RFx Number <i>OPTIONAL</i>	Co-op and Number <i>OPTIONAL</i> Buyboard 670-22

Explanation of Purchase

Purchase of 31 Bullet Proof Vests to replace expired or expiring vests. \$20,000 of State/Local seizure funds to be used to assist with this purchase. The remainder \$14,940.41 to come from the Uniforms budget account 101-8000-421.06-13.

Authorized Expenditure Yes ☒ No ☐
 Approved by City Council (over \$50,000) Yes ☐ No ☐
 If Yes, date approved (MM/DD/YY): _____ + ☐ Attach a Copy of the Council Minutes
 Sufficient Budget Yes ☒ No ☐
 Insufficient Override Yes ☐ No ☒
 If insufficient, identify funding source _____
 Budget Amendment in Progress Yes ☐ No ☒

SIGNATURES

<i>Sail Smith</i> Requestor	<i>2/12/24</i> Date
<i>JLB</i> Director	<i>2-12-24</i> Date
<i>Jeffrey Tomlinson</i> Purchasing Manager*	2/21/2024 8:43 AM CST Date
<i>Tina Dierschke</i> Finance Director*	2/21/2024 8:44 AM CST Date
<i>Michael Dane</i> City Manager	2/21/2024 9:08 AM CST Date

*Required on all purchases exceeding \$25,000

Must be submitted to CMO with all signatures

FOR OFFICE USE ONLY

PO Number: **133168**



Impact Promotional Services, LLC
 dba Got You Covered Work Wear & Uniforms
 (817)336-0692 Ext: 104-Accounting
 1110 E Lancaster Avenue
 Fort Worth TX 76102-6630
 United States

Quote

#QUO11750

2/7/2024

Bill To

Roberta Rottman
 San Angelo Police Department
 401 E Beauregard Ave
 SAN ANGELO TX 76903
 United States

Ship To

Roberta Rottman
 San Angelo Police Department
 401 E Beauregard Ave
 SAN ANGELO TX 76903
 United States

Total: \$34,940.41

Expires

3/8/2024

Sales Rep

Valerie Bryan

Partner

PO

buy board 670-22

Ship Method

Quantity	Item	Rate	Amount
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: Yes For: Jacob Anderson ✓ Vest Type: male Front Panel: 60L3 Back Panel: 60L3 Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: Yes For: Jeremy Cannady ✓ Vest Type: male Front Panel: 60R Back Panel: 60R Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Francisco Carrillo ✓ Vest Type: male Front Panel: 48L1 Back Panel: 48R Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Andres Castro ✓ Vest Type: male Front Panel: 48R Back Panel: 48R Special Instructions: None	\$1,127.11	\$1,127.11

P.O.# _____ Vendor# 11662
 Dept. POLICE Bid Code PD
 Account # L1 60285004210565 / L2 10180004210613
 Date _____ Line _____



QUO11750



Impact Promotional Services, LLC
 dba Got You Covered Work Wear & Uniforms
 (817)336-0692 Ext: 104-Accounting
 1110 E Lancaster Avenue
 Fort Worth TX 76102-6630
 United States

Quote

#QUO11750

Quantity	Item	Rate	Amount
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: V55AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Richard Cercone ✓ Vest Type: male Front Panel: 54L3 Back Panel: 54L2 Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: V55AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Marius Cobb ✓ Vest Type: male Front Panel: 48R Back Panel: 48 W1 Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: V55AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Zane Daniel ✓ Vest Type: male Front Panel: 54L1 Back Panel: 54W1 Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: V55AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Ricardo Dominguez ✓ Vest Type: male Front Panel: 48R Back Panel: 48W1 Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: V55AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Charles Flores ✓ Vest Type: male Front Panel: 60L2 Back Panel: 60L2 Special Instructions: None	\$1,127.11	\$1,127.11





Impact Promotional Services, LLC
 dba Got You Covered Work Wear & Uniforms
 (817)336-0692 Ext: 104-Accounting
 1110 E Lancaster Avenue
 Fort Worth TX 76102-6630
 United States

Quote

#QUO11750

		7/7/2024	
Quantity	Item	Rate	Amount
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VSSAXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Michael Gaeta Vest Type: male Front Panel: 60R Back Panel: 60R Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VSSAXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Jonathan Garcia Vest Type: male Front Panel: 54L1 Back Panel: 54R Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VSSAXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Che Gonzales Vest Type: male Front Panel: 54R Back Panel: 54R Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VSSAXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Garry Hamilton Vest Type: male Front Panel: 54R Back Panel: 54R Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VSSAXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Sheldon Harrell Vest Type: male Front Panel: 48R Back Panel: 48R Special Instructions: None	\$1,127.11	\$1,127.11





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		7/7/2024	
Quantity	Item	Rate	Amount
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Kelsey Hernandez Vest Type: male Front Panel: 38 S1 Back Panel: 42 S2 Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Philip Jensen Vest Type: male Front Panel: 48R Back Panel: 48R Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Jonathan Montana Vest Type: male Front Panel: 54R Back Panel: 54R Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Christopher Morris Vest Type: male Front Panel: 60L1 Back Panel: 60R Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Mike Morris Vest Type: male Front Panel: 54L2 Back Panel: 54L1 Special Instructions: None	\$1,127.11	\$1,127.11



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7/7/2024

Quantity	Item	Rate	Amount
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Abel Nandin Vest Type: male Front Panel: 60L2 Back Panel: 60L1 Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Ramiro Ramirez Vest Type: male Front Panel: 54R Back Panel: 54R Special Instructions: None **Black Outer Carrier	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Carlos Ramirez Vest Type: male Front Panel: 54L2 Back Panel: 54W1 Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Barry Ratcliffe Vest Type: male Front Panel: 54L2 Back Panel: 54L2 Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VS5AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Manuel Reyes Vest Type: male Front Panel: 54L1 Back Panel: 54R Special Instructions: None	\$1,127.11	\$1,127.11



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2/7/2024

Quantity	Item	Rate	Amount
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: V55AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Brian Robinson Vest Type: male Front Panel: 60L1 Back Panel: 60R Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: V55AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Clinton Roebuck Vest Type: male Front Panel: 66L3 Back Panel: 66W1 Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: V55AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Roger Spearman Vest Type: male Front Panel: 66L2 Back Panel: 66R Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: V55AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Rebecca Stewart Vest Type: Ladies True Fit Front Panel: 42S1 Back Panel: 42S2 Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: V55AXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Eric Tabone Vest Type: male Front Panel: 60L2 Back Panel: 60W1 Special Instructions: None	\$1,127.11	\$1,127.11



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Quantity	Item	Rate	Amount
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VSSAXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Landon Terry Vest Type: male Front Panel: 48R Back Panel: 48R Special Instructions: None	\$1,127.11	\$1,127.11
1	AXII-2 Vision Carrier-Navy AXII-2 Vision Carrier-Navy Style Code: VSSAXACS0M Carriers: 2 Vision Carriers Carrier Color: Navy Tails: YES For: Matthew Vaughn Vest Type: male Front Panel: 48R Back Panel: 48W1 Special Instructions: None	\$1,127.11	\$1,127.11
Subtotal			\$34,940.41
Tax Total (0%)			\$0.00
Total			\$34,940.41

Memo:



QUO11750

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: April 2, 2024

Item type: Consent Item

Caption:

Consider approving a special recreation lease renewal with the Concho Boat Club and authorizing the City Manager to negotiate and execute all related documents (Carl White)

Staff Recommendation:

Approve

Summary/History:

The Concho Boat Club, that leases the crappie house on the bank of Lake Nasworthy on the southwest side of Veterans Memorial Bridge, is requesting a new lease with a longer term because they are wanting to invest nearly \$500,000 in removing the existing crappie house and replacing it with a larger new one.

The Boat Club is requesting a 25-year lease, to ensure an adequate period to utilize the improvements for the likely life of the improvements (which will likely be usable for more than 25 years). The existing crappie house was built in the 1970s and is approaching 50 years old.

Several representatives of City staff from Parks and Recreation, Public Works, Planning and Development, Fire Department, etc., have met with members of the Boat Club to review their improvement proposal and support moving their request forward.

The new crappie house will essentially be twice the size of the existing old one and will include 28 fishing stalls that can be rented from the Boat Club.

The existing lease was renewed January 1, 2023, and expires December 31, 2027.

City Council, at the March 5, 2024, meeting, approved an amended policy that allows for longer-term leases in situations such as these.

Funding Source(s):

Financial Impact:

The Boat Club currently pays \$363 annual rent as well as annual property taxes on the boat house of about \$427.

We propose an increase in the annual rent to \$400.

The new lease would allow the City to increase the rent annually, likely based on the Consumer Product Index inflation calculator.

The Club covers the annual cost of maintenance of the building, \$2,400, as well as the utilities, \$720, and purchases annual insurance, as required, at a cost of about \$1,251.

Other Information/Recommendation:

Attachments:

Presentation:

Carlton White

Approvals/Reviews:

Carlton White	Created/Initiated
Sarah Tackett-Torres	Approved
Theresa James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Director of Operations, Operations

Meeting Date: April 2, 2024

Item type: Consent Item

Caption:

Second reading 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 (Patrick Frerich)

Staff Recommendation:

Adopt

Summary/History:

This is the second reading of Item 6.c of the March 19, 2024, City Council Meeting. The summary provided in that meeting is as follows:

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

Memo

To: Tina Dierschke, Finance Director

From:

Date:

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Source of Funding:

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

Project/Budget to be amended	Revenue	Expense

Additional Comments:

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:

THE CITY OF SAN ANGELO, TEXAS:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Theresa James, City Attorney

EXHIBIT 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 Sergeant	28
Police Officer	142
Police Department – Civil Service Subtotal	180
Civilians	630
Total Staffing Levels	988

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Operations

Meeting Date: April 2, 2024

Item type: Regular Item

Caption:

Consider approving the following items pertaining to the 2024 Annual Sealcoat Project:

1. Entering into an Interlocal Agreement with Tom Green County and amending the fiscal year 2023-24 budget for the corresponding reimbursed expenses;
2. Awarding ES-01-24, 2024 Annual Sealcoat Project to Ronald R. Wagner & Co. in the amount of \$5,506,157.89 and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Director of Operations Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

The City posted a Request for Bids ES-01-24 and received two submissions on March 7, 2024. The 2024 Sealcoat Bid included City and County-owned roads as Alternative Line Items with the intent of garnering better pricing through economies of scale. Ronald R. Wagner & Co. was the overall low bid at \$5,506,157.89 by an amount of \$464,992.85.

Staff recommends awarding the bid in its entirety to Ronald R. Wagner & Co. for \$5,506,157.89. The City and County would enter into an Agreement with the following terms:

- The City will contract with the Vendor for the Base Bid + Alt 1 + Alt 2 + TGC +TGC Alt 1.
- The City will manage all applications for City roadways. The County will perform inspections on all applications on County roads. Invoicing, payments, etc. will be performed by the City.
- The County will pay the actual cost of application on their roadways up to \$3,916,317.85 to the City through the Interlocal Agreement.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund - Operations	101-3200-432.04-35		\$1,589,841
General Fund - Tom Green County Reimbursement	101-3200-432.05-65		\$3,916,318

Financial Impact:

Total Base Bid: \$619,404.66

Alternate Bid 1: \$656,413.80

Alternate Bid 2: \$13,921.58

Contingency: \$300,100.00

City Total Bid: \$1,589,840.04

County Alt 3. Bid: \$3,992,624.22

County Alt 4 Bid: \$ (376,406.38)

TGC Contingency: \$300,100.00

Total TGC Bid: \$3,916,317.85

Total Combined Bid: \$5,506,157.89

The County's portion will be net neutral to the City.

Other Information/Recommendation:**Attachments:**

- | | | |
|----|--|---|
| 1. | BA Memo - County Reimbursement for Sealcoat | BA Memo - County Reimbursement for Sealcoat.pdf |
| 2. | Sealcoat 2024 Bid Comparison | Sealcoat 2024 Bid Comparison.pdf |
| 3. | Interlocal w TGC for seal coat - Final Draft | Interlocal w TGC for seal coat - Final Draft.docx |

Presentation:

Patrick Frerich

Approvals/Reviews:

Charles Michalewicz

Pete Madrid Jr.

Kevin Pate

Shane Kelton

Patrick Frerich

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Approved

New

Memo

To: Tina Dierschke, Finance Director

From:

Date:

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Source of Funding:

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

Project/Budget to be amended	Revenue	Expense

Additional Comments:

Project:	2024 SEALCOAT PROJECT	
RFB No.:	ES-01-23	
Location:	2024 SEAL COAT AREAS	
Description:	BID TAB - BASE BID	
Date:	1-Jan-24	

Pavement Improvements								
ITEM	CODE	DESCRIPTION	UNITS	EST. QTY.	UNIT COST WAGNER	AMOUNT WAGNER	UNIT COST C.K. NEWBERRY	AMOUNT C.K. NEWBERRY
1.01	0500 6001	MOBILIZATION	LS	1	\$69,367.100	\$ 69,367.10	\$ 125,000.00	\$ 125,000.00
1.02	0502 6025	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	3	\$0.010	\$ 0.03	\$ 2,000.00	\$ 6,000.00
1.03	0316 6126	AGGR(TY-PB GR-4 SAC-A)	CY	1,181	\$186.360	\$ 220,009.99	\$ 215.00	\$ 253,821.36
1.04	0316 6048	ASPH (AC-20-5TR)	GAL	51,945	\$4.476	\$ 232,505.08	\$ 4.70	\$ 244,140.73
1.05	0666 6003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	2,450	\$0.530	\$ 1,298.50	\$ 1.10	\$ 2,695.00
1.06	0666 6012	REFL PAV MRK TY I (W) 4"(SLD)(100MIL)	LF	11,676	\$0.530	\$ 6,188.28	\$ 1.00	\$ 11,676.00
1.07	0666 6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	926	\$1.100	\$ 1,018.60	\$ 2.25	\$ 2,083.50
1.08	0666 6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	20	\$5.000	\$ 100.00	\$ 15.00	\$ 300.00
1.09	0666 6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	3,069	\$7.000	\$ 21,483.00	\$ 14.00	\$ 42,966.00
1.10	0666 6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	15	\$300.000	\$ 4,500.00	\$ 300.00	\$ 4,500.00
1.11	0666 6057	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	1	\$350.000	\$ 350.00	\$ 600.00	\$ 600.00
1.12	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	13	\$300.000	\$ 3,900.00	\$ 400.00	\$ 5,200.00
1.13	0666 6123	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	790	\$0.530	\$ 418.70	\$ 1.10	\$ 869.00
1.14	0666 6126	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	26,646	\$0.530	\$ 14,122.38	\$ 1.00	\$ 26,646.00
1.15	0668 6094	PREFAB PAV MRK TY C (W)(BIKE ARROW)	EA	58	\$350.000	\$ 20,300.00	\$ 300.00	\$ 17,400.00
1.16	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, BIKE LANE)	EA	58	\$350.000	\$ 20,300.00	\$ 300.00	\$ 17,400.00
1.17	0668 6096	PREFAB PAV MRK TY C (W)(BIKE SYMBOL, SHARED LANE)	EA	-	\$0.000	\$ -	\$ -	\$ -
1.18	0672 6007	REFL PAV MRKR TY I-C	EA	82	\$4.000	\$ 328.00	\$ 16.00	\$ 1,312.00
1.19	0672 6009	REFL PAV MRKR TY II-A-A	EA	335	\$4.000	\$ 1,340.00	\$ 11.00	\$ 3,685.00
1.20		TOWING	EA	15	\$125.000	\$ 1,875.00	\$ 125.00	\$ 1,875.00
ALT 1 (COSA # Roads)						\$ 656,413.80		\$ 658,299.83
ALT 2 (GR-5 for Section 1)						\$ 13,921.58		\$ 44,937.32
TGC ALT 3						\$ 4,292,724.22		\$ 4,531,488.41
TGC ALT 4						\$ (376,406.38)		\$ (331,844.41)
SUBTOTAL:						\$ 619,404.66		\$ 768,169.58
CONTINGENCY:						\$ 300,100.00		\$ 300,100.00
TOTAL:						\$ 919,504.66		\$ 1,068,269.58
Total w/ALT 1 and 2						\$ 1,589,840.04		\$ 1,771,506.73
TGC Total w/ALT 4						\$ 3,916,317.84		\$ 4,199,644.00
						\$ 5,506,157.89		\$ 5,971,150.73
							\$ 464,992.85	

INTERLOCAL AGREEMENT
By and Between
CITY OF SAN ANGELO and TOM GREEN COUNTY

This Interlocal Development Agreement (“Agreement”) is entered into by and between City of San Angelo, Texas, a home rule city located in Tom Green County, Texas (“City”), and Tom Green County, a legal and political subdivision of the State of Texas (“TGC”) pursuant to Texas Government Code Chapter 791.

RECITALS

WHEREAS, City has conducted a competitive bid process for seal coat of City roads; and

WHEREAS, TGC desires to utilize City’s bid to allow the selected contractor to seal coat County roads; and

WHEREAS, City’s bid process included alternate bids that include County roadways; and

WHEREAS, the County has determined that the City bid process met all of the Federal bid requirements necessary to use Federal funding; and

WHEREAS, the low bidder for seal coating is Ronald A Wagner Co, LP (“Vendor”).

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, City and Tom Green County agree as follows:

TERMS

1. Effective Date. This Agreement shall become effective upon last signature of the parties and continue until such time the contract with Vendor expires.

2. Upon approval by the TGC Commissioner’s Court of this Interlocal Agreement (“Agreement”), City will seek City Council award of the bid by Vendor in the amount of ~~\$5,536,626.14~~ \$5,506,157.89.

3. Upon award of bid, City will enter into a contract with Vendor for the Base Bid + Alt 1 + Alt 2 + TGC Alt 3 + TGC ALT 4.

4. City will attempt to coordinate with Vendor to perform work in the County areas first.

5. City will manage and inspect all applications for City roadways and TGC will perform inspections on all applications on County roads. Inspection reports from the County to the City will be required for all applications overseen by the County.

6. All financial transactions related to the Vendor contract including invoicing and payments will be performed by City.

7. TGC will pay City for actual costs of application on County roads not to exceed at ~~\$2,702,211.75~~ \$3,916,318.00 for the TGC sealcoat areas. The monies due from TGC to City shall be due

upon invoicing from Vendor. Tom Green County will use funds received from the Coronavirus State and Local Fiscal Recovery Fund established by the American Rescue Plan Act to fund the project with the City of San Angelo. The City of San Angelo procured services in this agreement according to federal laws, regulations, and requirements to those under state law. This includes the procurement standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200.

8. All payments made under this agreement shall be paid by the current revenues of the paying party.

9. Termination. This Agreement shall only be terminated in writing by mutual agreement of the parties. Payments under this agreement shall be prorated to the work completed at the time of termination.

10. Survival of Provisions. In the event of a termination or expiration of this Agreement for any reason, the parties agree that all provisions that by their meaning or nature are intended to survive termination or expiration shall survive termination or expiration of this Agreement

11. Entirety. This Agreement contains all commitments and agreements of the Parties with respect to these matters. No other oral or written commitments of the Parties shall have any force or effect if not contained herein.

12. Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

13. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

14. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in a court of competent jurisdiction in Tom Green County, the location of each of the parties and of the property to which this Agreement pertains.

16. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

17. Notices. Any notice required or permitted to be given to a party under this Agreement, shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally recognized courier service for next-day delivery; or (iii) three (3) days after it is deposited in the U.S. certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

City Manager's Office
Attention: City Manager
72 West College Avenue
San Angelo, Texas 76903

If to TGC:

Office of the County Judge
Attention: County Judge
113 W Beauregard
San Angelo, Texas 76903

18. This agreement will be managed by the following representatives of the Parties.

For the City:
Kevin Pate, City Engineer

For TGC
Rick Bacon, TGC Commissioner, Pct. 3

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law.

TOM GREEN COUNTY

CITY OF SAN ANGELO, TEXAS

By: _____
Lane Carter, County Judge
acting in his official capacity
and not individually

By: _____
Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk ,

APPROVED AS TO FORM:

Theresa James, City Attorney

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: Keith Muncey
Address: [REDACTED]
ZIP code: 76901
Home/mobile phone: [REDACTED]
Office/mobile phone: [REDACTED]
Resident of San Angelo since: (year) 1979
City Council Single-member District in which you reside: San Angelo
Registered San Angelo voter? (yes or no) yes
Occupation/business affiliation: San Angelo Regional Airport
Occupation/business address: 8618 Terminal Circle Suite 101
Title/position: Deputy Airport Director
Email: keith.muncey@cosatx.us

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

(o) Yes

3. Date

3/21/2024

4. Applying for:

(o) Civil Service Commission

5. Recommended by:

(Name): Not answered

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

(o) Yes

7. If no, which criteria?

N/A

8. Tell us about yourself.

Education and/or professional licenses:

Graduated from Angelo State University with a Bachelor of Interdisciplinary Studies with a minor in Criminal Justice, Business Administration, and Sociology.

Certified Fire Investigator issued from the Texas Commission on Fire Protection.

Over 20 years of law enforcement experience with a Master Peace Officer license issued through the Texas Commission on Law Enforcement.

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

I have no municipal or civic organization membership.

Previous municipal experience (positions, dates, where):

Arson Investigator, March 2021 to July 2021, San Angelo Fire Marshall Office

Airport Police Officer, August 2021 to Present, San Angelo Regional Airport

What personal qualifications can you bring to the board?

Strong knowledge of state and local laws with over 20 years of excellent performance in law enforcement duties and leadership roles. I also have experience in fire investigation, where I had to determine the origin and cause of a fire, using a systematic approach.

What is your personal vision for the City?

For our city to continue to grow and have economic development.

Why do you want to serve on this board?

To be able to retain and promote civil service employees, while maintaining a balance of professionalism where civil service rules and regulations are being properly followed and enforced.

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

I am a long-time resident of San Angelo and love this community. Having been in law enforcement for over 20 years, I want to contribute in a capacity where I feel it can benefit our residents.

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

Thank you,
City of San Angelo, TX

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**APPLICATION FOR
BOARDS and COMMISSIONS**

Name: Asher Rogers
 Address: [REDACTED]
 City: SA State: TX Zip: 76904
 Phone (Home): [REDACTED] (Office): 325-655-4136
 Resident of San Angelo since: 1998 SMD: 5
 Are you a registered voter of San Angelo? Yes: ☒ No: ☐
 Occupation/Business Affiliation: SA Chamber of Commerce
 Occupation/Business Address: 418 W Avenue
 Title/Position: Member Relations Manager
 Email: asher@sanangelo.org

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.

Applicant's Signature [Signature] Date 3/7/24

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.

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

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
- ☐ Zoning Board of Adjustment

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

Recommended by: _____

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: International Relations ~ Texas State University
Institute of Politics + Global Affairs ~ Cornell University

Current Municipal and Civic Organization Memberships (position and dates): SIAMFA - Board of Trustees
Concho Cadre - Coordinator / Young Professionals Steering Committee

Previous Municipal Experience (position, location, and dates): N/A

What personal qualifications can you bring to this board? SA tourism Ambassador, understanding of local history + culture, Passion for SA and tourism

What is your personal vision for the City? #1 quality of life, city in Texas with a robust tourism sector and vibrant downtown scene.

Why do you want to serve on this board? To help continue making the Fort an integral part of what makes SA such a special community

Additional relevant information: Passionately striving to do my part for our community!!!

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