



City Council Agenda 8/8/2024

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held August 8, 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. Recognition of Fess Parker
- 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 July 16, 2024, City Council regular meeting minutes and July 16, 2024, Budget Workshop minutes (Heather Stastny)
- b. Consider awarding RFB AP-01-24 HVAC Unit Replacement at the San Angelo Regional Airport to Cary Services in the amount of \$484,507.85 budgeted for purchase in fiscal year 2024, and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)
- c. Consider approving Task Order 4 under the Professional Services Master Services Agreement with CDM Smith for Groundwater Testing and Monitoring for the Lake Nasworthy Sewer Trunk Main Project in the amount of \$94,900 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- d. Consider approving Change Order 3 to WU-04-23 Lake Nasworthy Wastewater System Improvements Project with McKee Utility Contractors, LLC for the total amount of \$171,807.31 utilizing project contingency funds and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- e. Consider a resolution accepting a donation from Shannon Medical Center and Angelo State University in support of the City's Community Accessibility and Connectivity Project (Patrick Frerich)
- f. Consider approving an Interlocal Agreement with Concho Valley Transit District for the provision of urban transit services and authorizing the City Manager to negotiate and execute all related documents (Theresa James)
- g. Consider ratifying COSADC's approval of the sale of approximately 17.611 acres in the San Angelo Business & Industrial Park Phase 1 to LTG Real Estate Group, LLC, at a price of \$25,000 per acre, the exact acreage and total price to be determined by a survey on the

ground, and authorizing the Board President to negotiate and execute all related documents (Michael Dane)

- h. Consider ratifying a professional service agreement between Media Advantage and COSADC to secure webmaster services not to exceed \$40,000 to create a new ED website, to include an annual budget of \$6,000 for an annual support plan, and authorizing the Board President or their designer to negotiate and execute all related documents (Michael Dane)
- i. Second reading of an ordinance for Z24-01, a request to extend the Historic District to include the two buildings located at 218 and 301 N. Oakes St. (Aaron Vannoy)

6. Regular Agenda

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

- a. Consider authorizing the following resolutions regarding grant awards from the Texas Department of Transportation (TxDOT) under its Transportation Alternatives Set-Aside Grant Program for the City of San Angelo Community Accessibility and Connectivity Project (CACP):
 - 1. Resolution authorizing the City Manager to negotiate and execute an Advanced Funding Agreement with TxDOT for Phase I of the CACP; and,
 - 2. Resolution authorizing the City Manager to negotiate and execute an Advanced Funding Agreement with TxDOT for Phase II of the CACP (Patrick Frerich)
- b. Consider a record vote to propose a property tax rate and discussion regarding the Fiscal Year 2024-2025 budget preparation (Presentation made by Finance Director Tina Dierschke)
- c. First reading and public hearing of an ordinance amending Chapter 1 "General Provisions", Article 1.09 "Taxation", Division 3 "Uniform Tax Abatement Policy", Section 1.09.062 "Definitions" and Section 1.09.063 "Abatement Schedule" of the City of San Angelo Code of Ordinances (Presentation made by Economic Development Project Manager Robert Schneeman)
- d. First reading and public hearing of an ordinance ordaining the City's participation in the Texas Enterprise Zone Program Pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, providing tax incentives, designating a liaison for communication with interested parties, and nominating Ethicon, Inc. to the Office of the Governor Economic Development & Tourism through the Economic Development Bank as an Enterprise Project (Presentation made by Economic Development Project Manager Robert Schneeman)
- e. First reading and public hearing of an ordinance amending Chapter 9, Article 9.05 "Camping on Municipal Facility or Public Property" (Presentation made by City Attorney Theresa James)

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 72 East Avenue D.

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed

- b. Announcements and consideration of Future Agenda Items
-Next City Council Meeting on Monday, August 19, 2024

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 2nd day of August 2024, at 10:18 a.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.

Recognition

Fess Parker, famous for his endearing roles as Davy Crockett and Daniel Boone in movies and on television, is a former San Angeloan, who never forgot the city where he grew up.

Soon after his birth in Ft. Worth on August 16, 1924, Fess and his family traveled to San Angelo where Fess spent his entire childhood and adolescence. He attended Stephen F. Austin Elementary School and graduated from San Angelo High School in 1942, where he played on the Bobcat football team. He joined the service soon after graduation and served in the US Navy during World War II.

Following his discharge from the service in 1946, Mr. Parker attended Hardin-Simmons University and then graduated from the University of Texas. It was at UT where Fess took a serious “hankerin” for dramatic acting.

Fess began an acting career in 1951, but it wasn’t until 1954 that his big break in show business occurred. Searching for a lead actor to play Davy Crockett in one of his productions, Walt Disney watched Fess co-star in a science-fiction movie called “Them!” and was struck by Fess’ portrayal of a man unswerving in his beliefs despite all odds. Fess was immediately hired for the role.

Mr. Parker’s career exploded with the Davy Crockett craze. Besides generating a number one hit song “The Ballad of Davy Crockett”, Fess’ portrayal also created a merchandizing frenzy unlike anything ever seen. Every little boy in the US dearly wanted a coonskin cap, a buckskin shirt, and a toy rifle called “Old Betsy”. After completing the series, Fess starred in numerous box office hits including “Old Yeller”. Fess put his coonskin cap back on once again in 1964 starring as “Daniel Boone” on a six-year run of the popular television show.

Fess retired from acting at the age of forty-seven and began a career in real estate development and ranching near Santa Barbara, California. He often returned to San Angelo for fundraisers, civic events, and updates on the fine arts museum, which at the time was in the Quartermaster Building at Ft. Concho, or to simply visit with old friends, teachers, and classmates from San Angelo High School. In an article in the Standard Times in 1963, Fess spoke of San Angelo saying fondly: “After traveling around the country, I still think San Angelo is one of the nicest residential towns I’ve seen. It hasn’t changed essentially, I’m glad to say; but as usual, it looks like it could stand a little rain.” Fess Elisha Parker Jr. passed away on March 18, 2010 near Santa Barbara, California.

Now, therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby recognize and applaud the life of

Mr. Fess Elisha Parker Jr.

and encourage all citizens to join in celebrating the achievements and the centennial anniversary of the birth of this outstanding citizen of San Angelo on August 16, 2024.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 8th day of August 2024.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Special City Council Meeting – Budget Workshop
Tuesday, July 16, 2024

Present:

Mayor Brenda Gunter
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 special session of the San Angelo City Council to order at 11:45 a.m. on Tuesday, July 16, 2024 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Workshop Itinerary

- a. Discussion of matters regarding the fiscal year 2024-2025 budget preparation, including, but not limited to:
 1. General Fund revenue and expenditures; and
 2. Other items in need of Council direction (Presentation made by Finance Director Tina Dierschke)

The following HOT recipients gave an overview of their organization: Angelo Civic Theatre Director Paulette Schell, Ballet San Angelo Development Director Susan Kinney, San Angelo Symphony Fund Development Director Courtney Mahaffey, Concho Christmas Celebration Director Lee Pfluger, and Fort Concho Senior Manager Bob Bluthardt.

Direction: Staff were directed to fund organizations as presented, rounding up to the nearest \$1,000.

Finance Director Tina Dierschke reviewed revenue and of the General Fund.

Planning and Development Services Director Aaron Vannoy discussed fees for services.

Fire Chief Patrick Brody answered questions regarding funding for fire trucks and land for future fire stations.

Human Resources & Risk Management Director Bryan Kendrick addressed benefits and compensation.

Direction: Staff was directed to maximize tax rate at 3.5 % and bring back for further discussion at 08/08/2024 Council Meeting.

3. Follow Up and Administrative Issues

- a. ~~Announcements and consideration of Future Agenda Items~~

No Action Taken.

4. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, 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 at 1:40 p.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

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

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

Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:32 a.m. on Tuesday, June 18, 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 were led, by San Angelo Police Department Chaplain Ralph Dawkins.

3. Proclamations/Recognitions

July 28, 2024 was proclaimed as National Buffalo Soldier Day.

4. Public Comment

Assistant Police Chiefs Adam Scott and Craig Thomason, and Police Chief Travis Griffith gave status updates and discussed the needs of the department.

5. Consent Agenda

- a. Approval of the June 26, 2024, City Council special meeting minutes and the July 2, 2024, City Council regular meeting minutes (Heather Stastny)
- b. Authorization of a Tax Resale Deed (Quitclaim) to be executed by the Mayor on behalf of the City and all taxing units in the Tax Foreclosure Judgment for the sale of 1918 Hudson (Sarah Tackett-Torres)
- c. Approval of purchasing Lots 1, 2, 19, and 20, Block 63, Fort Concho Addition, from Stephen Tanner Schlittler, for stormwater purposes, purchase price and closing costs not to exceed \$21,000 and authorizing the City Manager to negotiate and execute all related documents (Sarah Tackett-Torres, Patrick Frerich)
- d. Approval of Change Order #3 and Change Order #4 to WU-08-23 Howard Street Utility Project with Darnell Construction, Inc. for the total amount of \$166,645 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- e. Approval of the 2024 Annual Action Plan for the use of CDBG and HOME grant funds as approved by the City Council on July 2, 2024, and authorizing the City Manager to execute the applications, required certifications, related documents, and annual funding agreement for the allocation of \$644,802 of CDBG and \$249,133 of HOME grant funds, and \$8,000 in program income (Bob Salas)

- f. Authorization of the City to apply for a grant to the National Endowment for the Arts for design work totaling \$80,000 (50% City match) at Bart DeWitt Park and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- g. Ratification of a COSADC resolution authorizing the Board President to negotiate and execute an Economic Development Incentive Agreement with Talk O' Texas Brands, Inc., in the amount of \$100,000, a project authorized under Chapters 501 & 505 of the Texas Development Corporation Act necessary to promote economic development and expand business enterprises which create or retain primary jobs and recommending approval by City Council (Michael Dane)
- h. Approval of a professional services contract with Pattillo, Brown & Hill, L.L.P., for FIN-01-24 Audit Services & Annual Comprehensive Financial Report Preparation and authorizing the City Manager to negotiate and execute all related documents (Tina Dierschke)
- i. Adoption of a resolution amending the Schedule of Fees and Charges to amend fees for Planning Related Fees and Fire and Rescue Service Fees (Tina Dierschke) (Pg. 248, 2024-053; Pg. 250, 2024-054)
- j. Adoption of a resolution amending reasonable rules for public comment to be effective October 1, 2024. (Heather Stastny) (Pg. 254, 2024-055)
- k. Adoption of an ordinance annexing into the City of San Angelo, by petition of the property owner, an unaddressed 22.096-acre tract located east of Riviera Ln. and Clubhouse Ln. (Aaron Vannoy) (Pg. 256, 2024-056)

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

Citizens Anna Bartosh (SMD 6), Suzi Smith (SMD 6), and Jamal Schumpert (SMD 4) spoke in opposition of moving public comment to the end of agendas.

Motion: Council Member Miller made a motion, seconded by Council Member Thomas, to approve item 5j. as presented, removing the amendment to place Public Comment at the end of agendas and adding an Announcements section to the beginning of agendas. The motion carried unanimously (7) ayes to (0) nays.

6. Regular Agenda

- a. Approval of a Memorandum of Understanding between the City of San Angelo, the City of Abilene, and the City of Midland that initiates the first phase of the development of the Fort Stockton water supply that includes project alignment and routing, cooperative strategies, and municipal well permitting activities and authorizing the City Manager to negotiate and execute all related documents (Presentation made by City Manager Daniel Valenzuela)

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

- b. Receive a presentation from Specialized Public Finance, Inc. regarding the proposed plan of finance for the City of San Angelo, Texas Tax Notes, Series 2024, and direct Specialized Public Finance, Inc. to proceed with such plan of finance (Presentation made by Finance Director Tina Dierschke and Specialized Public Finance, Inc. Managing Director Vince Viaille)

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

- c. Consider approving the Community Accessibility and Connectivity Project (CACP) through the North and South TIRZ project areas in the amount of \$3,403,000 (Planning and Development Services Director Aaron Vannoy and Operations Director Patrick Frerich)

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

- d. Consider approving TIRZ Board project recommendation of a project located at 1901 N. Chadbourne totaling \$7,750 for incentives under the North TIRZ incentive program (Presentation made by Planning & Development Services Director Aaron Vannoy)

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

- e. First reading and public hearing of an ordinance for Z24-01, a request to extend the Historic District to include the two buildings located at 218 and 301 N. Oakes Street (Presentation made by Planning & Development Services Director Aaron Vannoy)

SAISD School Board President Taylor Kingman (SMD 5) and SAISD School Board Treasurer Bill Dendle (SMD 2) spoke in opposition of the proposed expansion of the Historic District.

Andi Markee (SMD 5) read a letter on behalf of Downtown San Angelo Director Monica Ramos in favor of the proposed expansion of the Historic District.

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

This item was taken out of order.

7. Closed Session

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

- a. Section 551.087 – Business prospect negotiations regarding Project Zeppelin

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:
Animal Services Advisory Committee: Penny Roberts (SMD 3) to a first term

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

- c. Announcements and consideration of Future Agenda Items

Council Member Thompson requested an update on the development of 29th St. complex/Kirby Park.

9. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, 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 at 10:57 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Valgardson, Airport Director, Airport

Meeting Date: August 8, 2024

Item type: Consent Item

Caption:

Consider awarding RFB AP-01-24 HVAC Unit Replacement at the San Angelo Regional Airport to Cary Services in the amount of \$484,507.85 budgeted for purchase in fiscal year 2024, and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)

Staff Recommendation:

Approve

Summary/History:

The HVAC Units at the San Angelo Regional Terminal Building are beyond their useful life and are showing signs of failure. The airport maintenance fund has seen a significant increase in repair costs to keep the units running. Under the FAA's Airport Rescue Grant program, the airport has received grant funds to procure and install new HVAC units to replace the existing units and controllers. The federal grant is a 100% funded grant with no local match. The project was placed through a competitive bid for 5 weeks. We received 2 bidders: Cary Services and Lane Weathermart, Inc. Cary Services was the low bidder at \$484,507.85.

Funding Source(s):

Financial Impact:

This project will be funded out of the FAA's Airport Rescue Grant funds that have already been budgeted. The FAA grant will fund the project 100% with no required local contribution.

There are adequate funds in the ARG Grant 45 to cover this project expense.

Account Number: 530-3945-514.04-35

Other Information/Recommendation:

Attachments:

1. 00 Bid Tabulation AP-01-24 00 Bid Tabulation AP-01-24.pdf

Presentation:

Jeremy Valgardson

Approvals/Reviews:

Jeremy Valgardson

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Final Approval



City of San Angelo Purchasing Division

RFB Bid Tabulation

AP-01-24 • HVAC Unit Replacements at San Angelo Regional Airport - Mathis Field

Thursday, July 18, 2024

2:00 p.m.

				CARY SERVICES		LANE WEATHER MART, INC.	
				Total Cost	\$484,507.85	\$510,000.00	
#	Items	Lowest	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost
#1-1	Eighteen (18) units equal or better than specifications. To include demolition, unit purchase, and installation of HVAC units. One-year warranty for all units.	\$323,000.00	1	\$430,268.90	\$430,268.90	\$323,000.00	\$323,000.00
#1-2	New computer based 'open ended' automation system with all hardware and software needed to control and monitor the system.	\$17,203.90	1	\$17,203.90	\$17,203.90	\$147,000.00	\$147,000.00
#1-3	New unit controllers, sensors, notifiers, thermostats, wiring (if needed) etc. includes removal and patching of any existing controllers and wiring for 18 new RTU's.	\$23,000.00	1	\$27,751.03	\$27,751.03	\$23,000.00	\$23,000.00
#1-4	New unit controllers, sensors, notifiers, thermostats, check wiring (if needed) etc. includes removal and patching of any existing controllers and wiring for 3 existing RTU's. RTU units will remain in place (RTU 5, RTU M3, RTU 7).	\$9,284.02	1	\$9,284.02	\$9,284.02	\$17,000.00	\$17,000.00

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Engineering Services

Meeting Date: August 8, 2024

Item type: Consent Item

Caption:

Consider approving Task Order 4 under the Professional Services Master Services Agreement with CDM Smith for Groundwater Testing and Monitoring for the Lake Nasworthy Sewer Trunk Main Project in the amount of \$94,900 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

This task order is for groundwater testing and monitoring services associated with the Lake Nasworthy Sewer Trunk Main pipeline project. During the pipe installation process, a bore pit was dug on city-owned property along the banks of the Concho River at the old railroad crossing. During this excavation process, the contractor noticed a sheen on the groundwater that was exposed while digging. City staff and the TCEQ were notified of this discovery and an investigation of the groundwater and surrounding soils was initiated. The investigation found that the soil and groundwater were contaminated with hydrocarbons. Due to the initial findings, further investigation is necessary to ensure that this groundwater and soil contamination is contained and not spreading, especially since a source for the contamination was not readily discovered in the excavation process.

This task order includes soil and groundwater sampling, testing, test reports, and preparation of remediation documents as required, as well as coordination and reporting to the TCEQ.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
270	270-5500-507.03-20	LK0002	\$94,990

Financial Impact:

This item is budgeted in the FY 2024 Budget.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. Task Order No. 4 - Groundwater
Monitoring_CDMSMITH

Task Order No. 4 - Groundwater
Monitoring_CDMSMITH.pdf

Presentation:

Shane Kelton

Approvals/Reviews:

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

Created/Initiated
Approved
Approved
Approved
Approved
Approved
Approved
Final Approval

**TASK ORDER NO. 4
BETWEEN
OWNER AND ENGINEER**

This Task Order No. 4 dated _____, 2024 attached to and made part of the Master Services Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of San Angelo, Texas ("OWNER") dated March 31, 2020 ("the Task Order").

This Task Order describes the Scope of Services, Time Schedule, Charges and Payment Conditions for the Task Order know as: "Assessment of Contaminated Soil and Groundwater" (the "Project").

1. The Basic Services of ENGINEER as described in the Task Order are amended and supplemented as follows:

1.1 Contacting the Texas Commission on Environmental Quality (TCEQ) on behalf of the City of San Angelo and verify that formal investigation is required and the parameters that need to be addressed.

1.2 Perform an investigation and produce a report with findings and recommendations for addressing the contaminated soil and contaminated groundwater.

1.3 Assist the City of San Angelo in enrolling in the TCEQ corrective action program.

1.4 Prepare appropriate documents and assist the City of San Angelo in securing a remediation contractor who can assist in completing the remediation.

1.5 Provide consulting as necessary during the remediation phase.

1.2 Special Services Provided by the ENGINEER.

The ENGINEER will provide certain special services that will supplement the data the OWNER needs to collect from others to complete the project. The special services provided by the ENGINEER to assist the OWNER with additional data under Task 1.2.1 as follows:

1.2.1 Soil Sampling

Ten soil boring will be installed along and adjacent to the abandoned railroad on the site. These will allow for the collection of soil samples. These boring will be installed using direct push drilling. The estimated depth of the borings is 30ft below the ground surface. This value may change based on depth to groundwater, subsurface stratigraphy, or additional geotechnical information. Up to three soil samples will be taken from each location. Sample depths will be based on any identification of contamination, subsurface conditions, and depth of any saturated soil. Soil samples will be analyzed for volatile organic compounds (VOCs) by Method 8260, Semi-Volatile Organic Compounds (SVOCs) by Method 8270, RCRA 8 Metals by Method 6010/7471, and Total Petroleum Hydrocarbons (TPH) by Method TX1005.

1.2.2 Ground Water Sampling

Following the collection of the soil samples, a temporary monitoring well casing consisting of 5-ft of 1-in Polyvinyl Chloride (PVC) monitor well screen and sufficient blank PVC riser pipe to extend above the ground surface to be installed. Up to 8 of the soil borings will be converted to temporary monitoring wells. The well will accumulate water for a maximum of 4 hours prior to purging the wells. Then the groundwater samples are collected using a peristaltic pump with water being pumped directly into their sample containers. Once the samples are collected the temporary well casings will be removed from the borings and they will be filled with bentonite in accordance with TCEQ regulations.

1.2.3 Waste Removal

All of the construction and sampling should produce approximately one drum of soil cuttings and one drum of monitor well purge water. These drums should be labeled and disposed of by the OWNER. The ENGINEER can arrange disposal of drums at the OWNER'S request.

1.2.4 Assessment Report

A letter report summarizing the analytical results and sample locations will be prepared and provided to the OWNER. The letter report will identify any issue that may affect preparation or approval of the APAR. The ENGINEER will provide an APAR in accordance with TCEQ requirements and will include,

tables, and figures summarizing results of the sampling, water well survey, water well logs, Tier 1 Ecological Exclusion Checklist, review of potential exposure pathways and identification of applicable pathways, discussion of regional and local geology with published stratigraphic columns and identification of drinking water aquifers and applicable reference and supporting information required by TCEQ. The ENGINEER will also reach out to hazardous waste removal companies to begin planning of the scope of work necessary for remediation and estimation of cost to meet TCEQ requirements.

2. The responsibilities of OWNER as described in the Task Order are amended and supplemented as follows:

With respect to all Services and work performed under this Task Order, the following additional terms shall apply:

Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by ENGINEER under this Agreement and Task Order will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

Status of ENGINEER

Nothing contained in this Agreement shall be construed or interpreted as requiring ENGINEER, its officers, agents, servants, employees to assume the status of a generator, storer, treater, transporter or disposal facility as those terms appear within the Resource Conservation Recovery Act, 42USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste. OWNER shall be responsible for the long-term storage and disposal of waste materials generated as a result of sampling, pilot testing, and/or monitor well construction and development or any other work done pursuant to the Task Order. OWNER shall sign any and all required manifests relating to the transportation, storage, treatment and disposal of all wastes arising out of or related to work done pursuant to the Task Order.

Reporting Regulated Conditions

To the extent required by law, OWNER shall promptly report regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate public authorities in accordance with applicable law.

Indemnification

OWNER recognizes that any Task Order executed by ENGINEER involving Constituents of Concern (as defined herein), involves legal exposure and higher risk than ENGINEER's usual engineering Services.

OWNER also recognizes that ENGINEER's Services are to be compensated primarily on the basis of the time ENGINEER's personnel spend in rendering Services and not on basis of the exposure and risk of the work.

Therefore, OWNER and ENGINEER agree as follows:

Notwithstanding any other provision in this Agreement to the contrary, for Assignments involving or relating to Constituents of Concern, OWNER shall indemnify, defend, and hold harmless the ENGINEER and its subcontractors, consultants, agents, officers, directors, and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the Services or work by ENGINEER, or claims against ENGINEER arising from the work of others, related to Constituents of Concern.

The above indemnification provision extends to claims against ENGINEER and to damages which arise out of, are related to, or are based upon the dispersal, discharge, escape, release, threatened release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, asbestos, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

Nothing in this Amendment shall obligate OWNER to indemnify any individual or entity from and against the

consequences of that individual's or entity's own finally determined negligence or willful misconduct.

Constituent of Concern-Definition:

Any substance, product, waste, or other material of any nature whatsoever (including, but no limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq, ("CERCLA") [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Mutual Waiver of Consequential Damages

Notwithstanding any other provision of the Agreement or Task Order to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement or Task Order however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

3. The time periods for the performance of ENGINEER's services as set forth in the Task Order are amended and supplemented as follows:

Due to the uncertainty surrounding contamination issues and varying TCEQ review times, the schedule can vary widely. The scope of work and associated budget includes 20 hours associated with this task. CDM Smith will provide a formal schedule once a Notice to Proceed (NTP) date is identified. It is approximated that the field work should begin within three weeks from the NTP. The APAR will be submitted within 4 months of the conclusion of assessment activities. TCEQ review and additional mobilization into the field may extend the timeframe.

4. The payment for services rendered by ENGINEER shall be as set forth below:

Compensation will be based on a lump sum of \$95,000. The work is not to exceed the proposed budget without prior written authorization from the OWNER. An explanation of costs is listed below in the table.

Explanation of Cost

Labor/ Expenses	Billing Rate (\$/hr)	Hours	Total Cost
Senior Technical Consultant	\$215	20	\$4,300
Principal Consultant/Director	\$210	60	\$12,600
Senior Project Manager	\$180	28	\$5,040
Project Manager/Project Engineer	\$150	60	\$9,000
Senior Engineer/Scientist	\$145	36	\$5,220
Staff Engineer/Scientist	\$135	86	\$11,610
Associate Engineer/Scientist	\$120	120	\$14,400
Senior Administrator/Clerical	\$85	14	\$1,190
Administrator/Clerical	\$75	34	\$2,550
Drilling and Laboratory Services	NA	NA	\$26,900
Equipment	NA	NA	\$2,180
Project Total			\$94,990

5. Except as herein modified, all terms and conditions of the Agreement and Task Order shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

ENGINEER



DATE:

15 July 2024

OWNER

DATE:

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: August 8, 2024

Item type: Consent Item

Caption:

Consider approving Change Order 3 to WU-04-23 Lake Nasworthy Wastewater System Improvements Project with McKee Utility Contractors, LLC for the total amount of \$171,807.31 utilizing project contingency funds and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

This Change Order #3 is for the approval of 2 change modification requests from the contractor, McKee Utility. The total contract amount will remain at the original amount of twenty-five million nine hundred and ninety-nine thousand one hundred and 00/100 dollars. (\$25,999,100.00)

The Change Order Request includes:

- CMR #5-Additional labor, materials and crew for a realignment across S. Chadbourne to avoid an un-obtained easement.

- Negotiations for an easement with a property owner along South Chadbourne failed and staff were able to work out agreements with TXDOT and TPWD to change the alignment of the pipeline to miss the property in question. This realignment did require remobilization of the boring contractor along with additional materials.

- CMR #9- Installation of 4 bollards at 46 manholes.

- Bollards were requested to be placed around manholes that are in open fields that are frequently mowed. These bollards will help protect the manholes from being run over and damaged by tractors and possibly hit with shredders.

Total Request \$171,807.31

The original Master Agreement approved up to \$1,000,000 in contingency funding. After this Change Order #3, \$584,484.39 remains in Contingency.

\$1,000,000.00 Original Contingency

(\$13,625.00) Change Order 1

(\$259,707.30) Change Order 2

(\$171,807.31) Change Order 3

\$554,860.39 Contingency remaining.

Funding Source(s):

Financial Impact:

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

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|---------------------------------|-------------------------------------|
| 1. | CMR 05r2 Chadbourne Realignment | CMR 05r2 Chadbourne Realignment.pdf |
| 2. | CMR 09 - Bollards | CMR 09 - Bollards.pdf |

Presentation:

Shane Kelton

Approvals/Reviews:

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



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

Date: 7/17/2024

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

Re: CPR 005; Lake Nasworthy Wastewater Improvements
Project No. – 2022-3-825

Dear Mr. Barin,

Pursuant to Change Modification Request #5 regarding a realignment across S. Chadbourne to avoid an unobtained easement; McKee Utility Contractors, LLC offers the pricing for such changes to be as detailed below in accordance with the proposed unit pricing for the project:

	Bid Item #	Description	Unit Price	Qty (LF)	Price Extended
ADD	25	36" Gravity FRP in 48" – ½"	\$2,000.00	40.91	\$81,820.00
		Wall Bore			
DELETE	28	36" Gravity FRP – Open Cut	\$430.00	-37.13	(\$15,965.90)
Total Additional Project Cost by Amendment					\$65,854.10
Total Additional Project Cost by Change Order (See attached)					\$76,329.19
CMR 05 Change Order/Amendment Total Combined					\$142,183.31

Additional labor, material, crew resequencing and subcontract costs incurred as a result of this change are outlined in attached CMR 05.

Please let us know if you have any questions or concerns.

Respectfully,

Tori Ferguson

Tori Ferguson



McKee Utility Contractors, LLC
2319 West Main, Prague, OK 74864
(405) 567-3666

Date: 8-May-24 Work Authorization Number: _____
Project Name: Lake Nasworthy Wastewater System Improvements
Location: San Angelo, TX

Owner: City of San Angelo
Engineer: CDM Smith
Contractor: MCKEE UTILITY CONTRTACTORS, LLC

Owner's Tracking Number: _____
Engineer's Tracking Number: _____
Contractor's Tracking Number: CMR - 05 Chadbourne Realignment

Description of Work:

Cost for Chadbourne crossing realignment. Cost includes tunnel sub remobilization, fiberglass manhole modifications, and onsite equipment moves (project resequencing). Additional 36" bore footage added as an amendment based on contract pricing.

Labor Costs

Description	Weeks	Week Rate	Subtotal	N/A	N/A	Subtotal	Subsistence	Burden	Subtotal
Operations Manager	0.0	\$3,500.00	\$0.00				\$0.00	\$0.00	\$0.00
Superintendent	0.2	\$5,000.00	\$1,000.00				\$0.00	\$550.00	\$1,550.00
Project Manager	0.2	\$2,500.00	\$500.00				\$0.00	\$275.00	\$775.00
Project Engineer	0.0	\$5,000.00	\$0.00				\$0.00	\$0.00	\$0.00
Description	RG Hours	RG Rate/Hr	Subtotal	OT Hours	OT Rate/Hour	Subtotal	Subsistence	Burden	Subtotal
Payroll Administrator	0.0	\$20.00	\$0.00	0.0	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00
Foreman	20.0	\$45.00	\$900.00	0.0	\$67.50	\$0.00	\$600.00	\$495.00	\$1,995.00
Main Line Excavator Operator	20.0	\$40.00	\$800.00	0.0	\$60.00	\$0.00	\$450.00	\$440.00	\$1,690.00
Suport Excavator Operator	20.0	\$35.00	\$700.00	0.0	\$52.50	\$0.00	\$450.00	\$385.00	\$1,535.00
Loader Operator	20.0	\$30.00	\$600.00	0.0	\$45.00	\$0.00	\$450.00	\$330.00	\$1,380.00
(2) Pipe Layer	40.0	\$26.00	\$1,040.00	0.0	\$39.00	\$0.00	\$900.00	\$572.00	\$2,512.00
Top Man	20.0	\$30.00	\$600.00	0.0	\$45.00	\$0.00	\$450.00	\$330.00	\$1,380.00
(3) Laborer	60.0	\$25.00	\$1,500.00	0.0	\$37.50	\$0.00	\$1,350.00	\$825.00	\$3,675.00
Construction Layout	20.0	\$27.00	\$540.00	0.0	\$40.50	\$0.00	\$600.00	\$297.00	\$1,437.00
Construction Layout Manager	2.0	\$35.00	\$70.00	0.0	\$52.50	\$0.00	\$0.00	\$38.50	\$108.50
Fuel/Lub Man	0.0	\$25.00	\$0.00	0.0	\$37.50	\$0.00	\$0.00	\$0.00	\$0.00
(2) CDL Truck Driver	24.0	\$35.00	\$840.00	0.0	\$52.50	\$0.00	\$900.00	\$462.00	\$2,202.00
Labor Costs Subtotal									\$20,239.50

Equipment Costs

Description	Hours	Rate/Hour	Total
KOM-PC490LC	0.0	\$182.07	\$0.00
CAT-335	0.0	\$129.54	\$0.00
CAT-730 Articulated Truck	0.0	\$110.31	\$0.00
CAT-950m Loader	0.0	\$93.75	\$0.00
CAT-390 EX	0.0	\$310.43	\$0.00
Foreman - Truck (1)	20.0	\$16.84	\$336.80
Construction Layout - Truck (1)	10.0	\$20.00	\$200.00
(5) Trench Boxes	20.0	\$48.32	\$966.40
(2) Heavy Haul Truck w/ Trailer	24.0	\$465.00	\$11,160.00
Dodge Ram 3500	20.0	\$26.52	\$530.40
Gooseneck Trailer	0.0	\$13.60	\$0.00
Fuel Truck	0.0	\$27.24	\$0.00
Steel Trench Plates (6)	0.0	\$17.18	\$0.00
Compressor 195 CFM	0.0	\$8.35	\$0.00
Water Truck	0.0	\$34.95	\$0.00
CAT-390 EX (Stand-by)	0.0	\$79.99	\$0.00
KOM - PC490LC (Stand-by)	20.0	\$69.33	\$1,386.60
CAT-950K Loader (Stand-by)	20.0	\$36.22	\$724.40
CAT-335 (Stand-by)	20.0	\$48.58	\$971.60
CAT-D6 Dozer	0.0	\$134.99	\$0.00
KOM - PC138	0.0	\$89.06	\$0.00
KOM - PC138 (Stand-by)	20.0	\$33.26	\$665.20
CAT- 299 Skid Steer	0.0	\$93.37	\$0.00
CAT- 299 Skid Steer (Stand-by)	20.0	\$26.44	\$528.80
Equipment Cost Subtotal			\$17,470.20

Material Cost

Quantity	Description	Unit cost	Amount
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
Material Cost Subtotal			\$0.00

Subcontractor Cost

Quantity	Description	Unit cost	Amount
1	Fiberglass Manhole Modicaitions	\$ 10,000.00	\$10,000.00
1	Tunnel Sub Remobilization	\$ 17,500.00	\$17,500.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
		\$ -	\$0.00
Subtotal			\$27,500.00

Miscellaneous Costs

Description	% of Labor Subtotal	Subtotal
Small Tools and Supplies	6%	\$1,214.37
Safety Supplies	3%	\$607.19
Traffic Signs & Barricades	2%	\$404.79
Miscellaneous Costs Subtotal		\$2,226.35

Extra Work Cost Summary

Labor Costs Subtotal	\$20,239.50
Equipment Costs Subtotal	\$17,470.20
Material Subtotal	\$0.00
15% - O&P	\$5,656.46
Subtotal PC	\$43,366.16
Subcontractor Cost	\$27,500.00
5% Commision	\$1,375.00
Subtotal PC	\$28,875.00
Miscellaneous Costs Subtotal	\$2,226.35
Subtotal	\$74,467.50
2.5% - Bond & Ins.	\$1,861.69
Total	\$76,329.19

Contract Duration Extension

Contract Extension (days) resulting from extra work performed

5



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

Date: 7/19/2024

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

Re: CMR 09; Lake Nasworthy Wastewater Improvements
Project No. – 2022-3-825

Dear Mr. Barin,

Pursuant to Change Modification Request #9 regarding installation of four (4) bollards at 46 manholes; McKee Utility Contractors, LLC offers the pricing for such changes to be as detailed below:

	Item Description	Unit Price	Qty (EA)	Price Extended
ADD	Bollards	\$161.00	184	\$29,624.00
CMR 09 Change Order Total				\$29,624.00

Please let us know if you have any questions or concerns.

Respectfully,

Tori Ferguson

Tori Ferguson

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Operations

Meeting Date: August 8, 2024

Item type: Consent Item

Caption:

Consider a resolution accepting a donation from Shannon Medical Center and Angelo State University in support of the City's Community Accessibility and Connectivity Project (Patrick Frerich)

Staff Recommendation:

Accept

Summary/History:

The City was awarded a grant through the Texas Department of Transportation's Transportation Alternatives Set Aside Grant Program for the Community Accessibility and Connectivity Project (CACP). As part of the grant application, Angelo State University and Shannon Medical Center partnered with the City by authorizing monetary and property support for the project.

Angelo State University committed \$400,000 to the project and granted any easements required to construct it.

Shannon Medical Center committed \$25,000 to the project.

The monetary donations cover the local matching portion of the project improvements along their respective campuses.

Funding Source(s):

Financial Impact:

The City will receive \$400,000 from Angelo State University and \$25,000 from Shannon Medical Center.

Other Information/Recommendation:

Staff recommends accepting the donations from Shannon Medical Center and Angelo State University.

Attachments:

- | | | |
|----|----------------|--------------------|
| 1. | ASU Letter | ASU Letter.pdf |
| 2. | Shannon Letter | Shannon Letter.pdf |

3. Resolution Acceptance - Donation from Shannon Resolution Acceptance - Donation from Shannon and
and ASU - CACP ASU - CACP.docx

Presentation:

Patrick Frerich

Approvals/Reviews:

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



ANGELO STATE UNIVERSITY

Office of the President

June 5, 2023

TxDOT
4502 Knickerbocker Road
San Angelo, TX 76904

To Whom It May Concern,

Angelo State University (ASU) would like to formally show our support as a partner in the Community Accessibility and Connectivity Project (CACP) that the City of San Angelo is proposing for the TxDOT Transportation Alternatives set-aside grant.

As a sponsoring project partner, Angelo State University will:

- Provide the necessary easements on ASU property to facilitate the project.
- Contribute \$400,000 to the local match portion of the grant.
- Provide input and guidance in the design phase of the process.

ASU attests that this connectivity and accessibility project will be transformational for our community. This project is vital as San Angelo's transportation needs continue to grow and change, especially for our students and other travelers that are using alternative ways to get around town. In addition to using this route for the health benefits that come from getting outside and exercising, it will provide a safe, accessible way to visit San Angelo's parks, religious venues, shopping, and other wonderful amenities that San Angelo has to offer. Ensuring that our students have access to these benefits helps ASU and its goal to provide an educational and fulfilling college experience for all our students.

Sincerely,

Ronnie D. Hawkins, Jr.

Ronnie D. Hawkins, Jr., Lt Gen (ret), USAF
President
Angelo State University

ASU Station #11007 | San Angelo, Texas 76909
Phone: 325-942-2073 | Fax: 325-942-2038 | angelo.edu
Member, Texas Tech University System | Equal Opportunity Employer

Integrity | Diversity & Inclusion | Significance | Community | Commitment



June 2, 2023

To TxDOT,

Shannon Medical Center would like to formally show our support as a partner in the Community Accessibility and Connectivity Project (CACP) that the City of San Angelo is proposing for the TxDOT Transportation Alternatives set-aside grant.

As a competitive partner, Shannon will:

- Contribute \$25,000 to the local match portion of the grant
- Provide input and guidance in the design phase of the project as necessary

Shannon attests that this connectivity and accessibility project will be transformational for our community. This project is vital as San Angelo's transportation needs continue to grow and change, especially for our citizens and visitors that are using alternative ways to get around town. In addition to using this route for the health benefits that come from getting outside and exercising, it will provide a safe, accessible way to navigate San Angelo's healthcare system as well as all the other wonderful amenities of San Angelo. Ensuring that San Angelo has connectivity to everything it has to offer will provide a safe, healthy, and well-rounded community for all.

Sincerely,

Dale Droll
Director of Engineering

120 E. Harris Avenue
San Angelo, TX 76903
325-653-6741

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL ACCEPTING THE DONATION OF \$400,000 AND EASEMENTS FROM ANGELO STATE UNIVERSITY AND \$25,000 FROM SHANNON MEDICAL CENTER FOR PROJECT IMPROVEMENTS RELATED TO THE COMMUNITY ACCESSIBILITY AND CONNECTIVITY PROJECT

WHEREAS, Section 51.076(a) of the Texas Local Government Code provides that a municipality may hold property that it receives by gift, deed, devise, or other manner; and

WHEREAS, the city was awarded a grant through the Texas Department of Transportation's Transportation Alternatives Set Aside Grant Program for the Community Accessibility and Connectivity Project (the Project); and

WHEREAS, Angelo State University is donating \$400,000 along with the granting of any easements required to construct the Project; and

WHEREAS, Shannon Medical Center is donating \$25,000 to the Project.

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

1. That the City of San Angelo hereby accepts a donation of \$400,000 and easements from Angelo State University.
2. That the City of San Angelo hereby accepts a donation of \$25,000 from Shannon Medical Center.
3. That the City Manager is directed to apply the donations to the Transportation Alternatives Set Aside Grant Program for the Community Accessibility and Connectivity Project.

PASSED and APPROVED THIS 8th Day of August, 2024.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Theresa James, City Attorney, Legal

Meeting Date: August 8, 2024

Item type: Consent Item

Caption:

Consider approving an Interlocal Agreement with Concho Valley Transit District for the provision of urban transit services and authorizing the City Manager to negotiate and execute all related documents (Theresa James)

Staff Recommendation:

Approve

Summary/History:

In 2009 the City entered into a agreement with Concho Valley Transit District (CVTD) under which CVTD has provided transit services to the citizens of San Angelo. This initial agreement has over time had numerous amendments to the term and contribution amounts as well as the responsibilities of the parties.

This agreement consolidates those prior amendments into one document and updates the contribution amount and responsibilities to reflect the current relationship between the parties.

The term of the agreement shall be for one year beginning October 1, 2024 with the option to renew for up to four additional one-year terms. Either party can terminate the agreement by providing a 90-day written notice to the other party.

Per the agreement, the City will provide an initial sum of \$325,000 for the first year with a 3% annual increase for any additional years.

Payment Schedule:

Year 1 2024-2025	\$325,000.00
Year 2 2025-2026 (3% increase)	\$334,750.00
Year 3 2026-2027 (3% increase)	\$344,792.50
Year 4 2027-2028 (3% increase)	\$355,136.28
Year 5 2028-2029 (3% increase)	\$365,790.36

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------------------------|------------------------------------|
| 1. | 2024 CVTD Interlocal Agreement | 2024 CVTD Interlocal Agreement.pdf |
|----|--------------------------------|------------------------------------|

Presentation:

Theresa James

Approvals/Reviews:

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

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Agreement") is made and entered into and effective as of the 1st day of October, 2024 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the Concho Valley Transit District ("CVTD") and the City of San Angelo, Texas ("City" or "COSA").

WHEREAS, the provision of transportation services is a governmental function in which City and CVTD are mutually interested; and

WHEREAS, City desires to entrust urban transit services to CVTD on the terms described herein; and

WHEREAS, CVTD is an eligible entity under the Act; and

WHEREAS, CVTD is authorized to perform the services set forth below; and

WHEREAS, in 2009 CVTD and City entered into original agreement for transit services; and

WHEREAS, the 2009 agreement has been amended each year to account for changes in the term and the amount of local contribution; and

WHEREAS, it has been determined that consolidating the amendments into one agreement is in the best interest of both parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CVTD and City agree to the following terms, covenants, and conditions:

ARTICLE 1 - GENERAL CONDITIONS

Section 1.01 - Operation of Services. CVTD has agreed to undertake, perform and complete in an expedient, satisfactory and proper manner, the efficient and effective operation of transit service within the City of San Angelo.

Section 1.02 - Maintenance of Vehicles. CVTD shall keep the vehicles maintained, neat, and clean at all times.

Section 1.03 - Customer Service. All CVTD employees shall wear appropriate uniforms or

dress that identifies the individual as an employee of *CVTD*.

ARTICLE 2 - TERM OF AGREEMENT

Section 2.01 - Initial Term and Option to Renew: The initial term of this Agreement shall be one year commencing on October 1, 2024 and ending September 30, 2025. Upon termination of the initial term and with mutual agreement of both parties, this Agreement shall automatically renew for up to four additional one-year terms, five years total, under the terms and conditions of the original Agreement. Each party shall have the option to terminate this Agreement by providing ninety days written notice of intent to terminate prior to the expiration of the current term.

ARTICLE 3 - FUNDING

Section 3.01 - Use of Federal Funding. City and *CVTD* acknowledge that *CVTD* shall be the sole recipient of Federal Transit Administration funds to support urban transit services. *CVTD* will utilize one hundred percent (100%) of the annual federal allocation for San Angelo to support urban transit services for the City of San Angelo.

Section 3.02 - Sole Use of State Funding. City and *CVTD* acknowledge that *CVTD* will become the direct recipient of Texas Department of Transportation Public Transportation funds to support urban transit services. *CVTD* will utilize one hundred percent (100%) of the annual state allocation for San Angelo urban transit to support urban transit services for the City of San Angelo.

Section 3.03 - Additional Revenue Sources. City and *CVTD* acknowledge *CVTD*'s sole right to additional revenue sources that are earned as a result of transit services. These sources include but are not limited to ticket sales, pass sales, marketing and advertising contracts, contracts for services, and charter services.

Section 3.04 - COSA Contribution. City acknowledges the need to provide a fair and equitable local contribution to *CVTD* to support the delivery of transit services within the City of San Angelo. City and *CVTD* acknowledge that the method utilized to determine City's minimum local cash contribution will be a percentage of total operation expenses (operations, planning, and preventative maintenance) of *CVTD*'s San Angelo urban transit services. *CVTD* and COSA agree it is in the parties' mutual interest for *CVTD* to be subject to an annual performance review by COSA. *CVTD* shall be included in COSA's annual budget process in the establishment of the annual funding levels by COSA of *CVTD*.

City agrees to pay to CVTD an initial sum of \$325,000 for year one of this Agreement which is inclusive of urban transit operating expenses, transit planning services, and preventative maintenance. City agrees to a 3% annual increase through the remainder of the Agreement to compensate for inflation and projected increases in operating expenses.

Payment Schedule:

Year 1 2024-2025	\$325,000.00
Year 2 2025-2026 (3% increase)	\$334,750.00
Year 3 2026-2027 (3% increase)	\$344,792.50
Year 4 2027-2028 (3% increase)	\$355,136.28
Year 5 2028-2029 (3% increase)	\$365,790.36

This will constitute City's annual contribution. Payments shall be made to *CVTD* in one lump sum payment by March 1st of each year. City and *CVTD* hereby stipulate and agree that such amount fairly supports *CVTD* for services or functions performed under the initial term.

In addition to the City's annual contribution, the City will contribute up to \$50,000 to be used by CVTD for the purchase and installation of bus shelters in accordance with this agreement.

ARTICLE 4 - AUDIT AND OVERSIGHT

Section 4.01 - Oversight. *CVTD* acknowledges the need to maintain and improve the delivery of urban transit services within the City of San Angelo. City acknowledges *CVTD*'s authority to determine the best and highest use of all transit assets dedicated to delivering urban transit services.

Section 4.02 - *CVTD* Board of Directors. *CVTD* Board of Directors will include no fewer than three (3) representatives appointed by City.

Section 4.03 - Audit. COSA shall have the right to audit the financial records of *CVTD* for three years past the expiration of the fiscal year. *CVTD* shall retain all documents related to services provided under this Agreement through the expiration of that audit

period. COSA shall notify *CVTD* at least thirty (30) days in advance of a planned audit.

ARTICLE 5 - PERMITS, CERTIFICATES, AND LICENSES

Section 5.01 - Permits, Certificates, Licenses. *CVTD* shall obtain, at its expense; and maintain all permits, certifications, licenses, and approvals required for its operation of urban transit services within the City of San Angelo. To the extent allowed by law, *CVTD* shall not be obligated to obtain such permits, certifications, and licenses from the City of San Angelo which are directly related to the operation of urban transit services.

ARTICLE 6 - SERVICES

Section 6.01 – Fuel. City will provide *CVTD* 24-hour access to fuel at any fueling locations owned and operated by City. City shall invoice *CVTD* on a monthly basis for fuel consumption by *CVTD* at City's actual cost plus \$.10 *CVTD* shall submit payment for such invoices in accordance with the Prompt Payment Act.

Section 6.02 – Bus Stop Locations and Signs. City agrees to continue providing bus sign services to *CVTD* at same rate of labor, equipment, and materials City is paying at the time the sign is produced. This provision supersedes any prior agreements between City and *CVTD* related to the production of signs.

- a) *CVTD* shall reimburse City for the costs incurred by it in supplying, printing, and installing the bus stop signs including materials, equipment, and labor (Costs). Reimbursement shall be made within thirty (30) days of City submitting a written invoice of costs to *CVTD*.
- b) *CVTD* shall supply City with instructions, samples, and/or design templates as necessary for City's use in printing the signs.
- c) If *CVTD* will be preparing, drafting, displaying, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then *CVTD* must: Obtain all necessary licenses, authorizations, and approvals related to its use; include COSA in any approval, authorization, or license related to its use; and, to the extent permitted by law, indemnify and hold harmless COSA related to *CVTD*'s alleged infringement or otherwise improper or unauthorized use.

Accordingly, to the extent permitted by law, *CVTD* must protect, indemnify, and hold harmless *COSA* from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of *COSA*, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this Agreement or the performance by *CVTD* of any of its activities or obligations under this Agreement.

- d) The parties agree that *CVTD* shall propose location(s) of bus stops within the City right-of-way to the City and City shall cooperate with *CVTD* in determining the exact location of bus stops and related structures and signage. Proposed locations within the limits of the City but within State right-of-way shall also be submitted to and approved by the Texas Department of Transportation.
- e) *CVTD* shall submit plans and specifications to *COSA* and as necessary *TxDOT* for review and approval prior to, or with application for, a Right-of-Way Construction Permit pursuant to the City of San Angelo Engineering Services Right-Of-Way Construction Policy. *CVTD* shall not initiate construction activities until plans and specifications have been approved by *COSA*, and *TxDOT* if necessary.
- f) It shall be the responsibility of the City to repair, maintain, or replace bus stop signage. *CVTD* may notify City of signs that require repair, maintenance, or replacement and shall reimburse City for the costs incurred by repairing, maintaining, or replacing signage. Such reimbursement shall be made within thirty (30) days of City submitting a written invoice of costs to *CVTD*.
- g)
- h) City shall supply such signage as requested by *CVTD*, and agreed to between the parties.
- i) City shall print all signs, first in accordance with standards in the Manual of Uniform Traffic Control Devices, and secondly in accordance with instructions, samples, and/or design templates provided by *CVTD*. *CVTD* shall not be responsible for payment of signs not conforming to such standards, instructions, samples, and/or design templates.
- j) At the expiration or termination of this Agreement, City shall leave all bus stop signage in place to allow continued operation of *CVTD* services.

- k) City agrees that upon *CVTD*'s payment and acceptance of signs supplied by City, such signs shall be owned by *CVTD*, and shall remain the property of *CVTD* at the expiration or termination of this Agreement.

City and *CVTD* shall cooperate with one another to compile any required documentation to support federal and state funding requests and City requests for reimbursement.

Section 6.03 – Bus Shelters. *CVTD* will, as appropriate, arrange the installation of bus shelters along *CVTD*'s local fixed routes at bus stops selected by *CVTD*. Prior to installation, *CVTD* shall supply City with location selections and depictions of all City funded bus shelters.

- a) *CVTD* will obtain all necessary licenses, authorizations, and approvals related to the installation of bus shelters and inform COSA of any approval, authorization, or license related to the shelters.
- b) Indemnification for Shelters. To the extent permitted by law, *CVTD* will indemnify and hold harmless COSA for all acts related to *CVTD*'s alleged improper or unauthorized use or installation of bus shelters described under this Section. Accordingly, to the extent permitted by law, *CVTD* shall protect, indemnify, and hold harmless COSA from and against all liabilities, actions, damages, claims, demands, judgements, losses, costs, expenses, suits, or actions, and attorney's fees and the costs of the defense of COSA, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use/installment, or conversation of any license, manufacturing contract, or other related property interest in connection with, or as a result of, this Section.
- c) *CVTD* agrees to collaborate with City in determining the exact location of all bus shelters located in the City right of way at *CVTD* designated bus stops. Proposed locations within the limits of the City but within State right-of-way shall also be submitted to and approved by the Texas Department of Transportation.
- d) *CVTD* shall submit plans and specifications to COSA and as necessary to TxDOT for review and approval prior to or with application for a Right-of-Way Construction Permit pursuant to the City of San Angelo Engineering Services Right-of Way Construction Policy. *CVTD* shall not initiate construction activities until plans and specifications have been approved by COSA, and TxDOT if necessary.
- e) *CVTD* shall install and maintain bus shelters within the regulation of the operational governing bodies including, but not limited to, ADA regulations, FTA Part C 4710.1 Chapter 3 – Transportation Facilities as well as Section 810 and 209.2.3 of the DOT Standards for the construction, alteration, or relocation of bus stops. *CVTD* shall be responsible for payments resulting from bus shelters not conforming to such standards,

previous instructions, samples, and/or design templates. The City may assist in the construction and installation of bus shelters so long as a) CVTD has sought competitive pricing for the construction and installation of bus shelters and related structures (ramps, pads, walks, etc.), b) CVTD provides evidence of such efforts to COSA, c) COSA agrees that such pricing is unreasonable, and d) CVTD agrees to reimburse COSA for the actual costs of labor, materials, and equipment related to construction and installation of the bus shelters and related structures.

- f) City agrees that at any time after installation of a bus shelter the City shall desire the use of its right(s) of way and/or easement(s) in such manner as would, in City's reasonable opinion, be interfered with by the bus shelter, City shall, at CVTD's sole expense, and in coordination with CVTD, make such changes to the bus shelter that, in the sole discretion of the City, may be necessary to avoid interference with City's use of its right(s) of way and/or easement(s), including, without limitation, the relocation of the existing or the installation of a new replacement bus shelter.
- g) It shall be the responsibility of CVTD to repair and maintain bus shelters.
- h) City and CVTD shall cooperate with one another to compile any required documentation to support federal and state funding requests and City requests for reimbursement.

ARTICLE 7- INSURANCE AND INDEMNIFICATION

Section 7.01 - Commercial General Liability Insurance. CVTD shall maintain commercial general liability insurance covering CVTD for liability for property damage, bodily injury, personal injury and death. The insurance provided under this Section shall be in an amount not less than \$2,000,000 per occurrence for property damage and not less than \$2,000,000 per occurrence for personal injury, bodily injury or death. This insurance shall protect against liability to any employees, agents, elected officials and officers of City and to any other person or persons whose property damage, personal injury or death arises out of or in connection with the use or condition of the vehicles and shall include (i) coverage for operations, including completed operations, (ii) coverage for products liability, and (iii) contractual liability coverage insuring the obligations of CVTD under the terms of this Agreement. Such policy shall name City as an additional insured. Additionally, each policy shall contain an endorsement waiving all rights of subrogation against City, and its employees, agents, elected officials and officers.

Section 7.02 - Workers Compensation. CVTD shall maintain workers compensation insurance to protect against claims under Texas Workers Compensation laws. The limit of liability for such coverage shall at least meet applicable statutory requirements.

Additionally, each policy shall contain an endorsement waiving all rights of subrogation against City, and its employees, agents, elected officials and officers.

Section 7.03 - Employer's Liability. *CVTD* shall maintain employer's liability insurance in the minimum amount of \$1,000,000 per occurrence for personal injury, bodily injury or death to any employee of *CVTD* who may bring a claim outside the scope of the Texas Workers Compensation laws or federal acts applicable to *CVTD*'s operation of the vehicles. Additionally, each policy shall contain an endorsement waiving all rights of subrogation against City, and its employees, agents, elected officials and officers.

Section 7.04 - Automobile Liability Insurance. *CVTD* shall maintain automobile liability insurance coverage on the vehicles in the minimum amount of \$2,000,000 combined single limit coverage per occurrence. The automobile liability coverage shall name City as an additional insured. Additionally, each policy shall contain an endorsement waiving all rights of subrogation against City and its employees, agents, elected officials and officers.

Section 7.05 - Automobile Property Damage Insurance. *CVTD* shall maintain automobile property damage insurance on the vehicles in the amount of the full replacement value of the vehicles. Such policy shall name City as additional insured. Additionally, each policy shall contain an endorsement waiving all rights of subrogation against City, and its employees, agents, elected officials and officers.

Section 7.06 - Waiver or Subrogation. *CVTD* agrees to waive any and all rights of recovery, claims, actions or causes of action against City, its employees, agents, elected officials and officers for any injury, death, loss or damages that may occur to persons, property, or to the vehicles, or any personal property of such party on the vehicles by reason of fire, windstorm, earthquake, flood or any other risks or any other cause that is insured under the insurance policy or policies that *CVTD* is required to provide or maintain under this Agreement to the extent and only to the extent of any proceeds actually received by *CVTD*, with respect thereto, regardless of cause or origin, including negligence of City, its employees, agents, elected officials and officers and *CVTD* covenants that no insurer will hold any right of subrogation against City.

Section 7.07 - Waiver or Subrogation. City agrees to waive any and all rights of recovery, claims, actions or causes of action against *CVTD*, its employees, agents, elected officials and officers for any injury, death, loss or damages that may occur to persons, property, or to the vehicles, or any personal property of such party on the vehicles by reason of fire, windstorm, earthquake, flood or any other risks or any other cause that is insured under the self-insurance plan or the insurance policy or policies of City, to the extent and only to the extent of any proceeds actually received by City, with respect thereto, regardless of

cause or origin, including negligence of *CVTD*, its employees, agents, elected officials and officers and City covenants that no insurer will hold any right of subrogation against *CVTD*.

Section 7.08 - Insurance Requirements. Each policy of insurance required to be maintained by *CVTD* under the terms of this Agreement shall be written by a company satisfactory to City, but in all events by a company with an A.M. Best Company financial rating of not less than A and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements.

Notwithstanding the foregoing, *CVTD* may secure insurance coverage with the Texas Municipal League. All policies may contain a deductible of not more than \$5,000. Such policies shall be endorsed so as to require 30 days prior written notice to City in the event of cancellation, material change or intent not to renew. *CVTD* shall deliver to City a certificate of insurance for each policy upon request.

Section 7.09 - Indemnity Requirements for *CVTD*. FOR CONSIDERATION RECEIVED and to the extent permitted by law, *CVTD* agrees to indemnify, save, and hold harmless City, its employees, agents, elected officials, and officers from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury; death, or property damage resulting from the acts or omissions of *CVTD* or acts or omissions of others under *CVTD*'s supervision or control arising out of the use of the vehicles and the shuttle system.

In the event of any cause of action or claim asserted by any third party, City will provide *CVTD* timely notice of such claim, dispute or notice. Thereafter, to the extent allowed by law, *CVTD* shall at its own expense, defend and protect City against any and all liabilities arising from this claim, cause of action or notice.

If *CVTD* should fail to defend, City may defend, pay or settle the claim or other cause of action with full rights of recourse against *CVTD* for any and all fees, costs, expenses, and payments, including but not limited to attorney's fees and settlement payments, made or agreed to be paid in order to discharge the claim, cause of action, dispute or litigation, to the extent allowed by law.

Section 7.10 - Indemnity Requirements for City. FOR CONSIDERATION RECEIVED and to the extent permitted by law, City agrees to indemnify, save, and hold harmless *CVTD*, its employees, agents, elected officials, and officers from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities for injury, death, or property damage resulting from the acts or omissions of City or acts or omissions of others under City's supervision or control arising out of the operation of the vehicles and the shuttle system.

In the event of any cause of action or claim asserted by any third party, *CVTD* will

provide City timely notice of such claim, dispute or notice. Thereafter, to the extent allowed by law, City shall at its own expense, defend and protect *CVTD* against any and all liabilities arising from this claim, cause of action or notice.

If City should fail to defend, *CVTD* may defend, pay, or settle the claim or other cause of action with full rights of recourse against City for any and all fees, costs, expenses, and payments, including but not limited to attorney's fees and settlement payments, made or agreed to be paid, in order to discharge the claim, cause of action, dispute or litigation, to the extent allowed by law.

ARTICLE 8- DEFAULT AND REMEDIES

Section 8.01 - Event of Default. Each party reserves the right at its option, to terminate this Agreement for cause, in the event of a default or breach of this Agreement (an "Event of Default") by the other party, by giving the other party twenty (20) days written notice of such default or breach provided the other party has not cured such default or breach within the twenty (20) day period.

Section 8.02 - Mitigation. The non-defaulting party has a duty to mitigate damages upon the occurrence of an Event of Default.

Section 8.03 - Payment by the Defaulting Party. Upon any Event of Default, the defaulting party shall pay to the non-defaulting party all costs incurred by the non-defaulting party (including court costs and reasonable attorneys' fees and expenses) in performing the defaulting party's obligations that the defaulting party failed to perform, and enforcing, or advising of its rights, remedies, and recourses arising out of the Event of Default.

Section 8.04 - Other Remedies. All rights, options, and remedies of each party contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and non-defaulting party shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Agreement.

ARTICLE 9 - LIABILITY

Section 9.01 - No Personal Liability of *CVTD*. To the extent allowed by law, *CVTD*'s officers, elected officials, agents and employees and the Board members of *CVTD*, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 9.02 - No Personal Liability of City. To the extent allowed by law, City's officers,

elected officials, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

ARTICLE 10 - MISCELLANEOUS

Section 10.01 - Right of Entry and Inspection. *CVTD* will permit City or City's agents, representatives, or employees to enter and inspect the vehicles at reasonable times and upon having given a minimum of seven (7) business days written notice to *CVTD* of the inspection.

Section 10.02 - Force Majeure. Except for City's obligation to provide a local contribution to *CVTD* and *CVTD*'s obligation to obtain insurance as required in this Agreement, *CVTD* and City are excused from performing any of their respective duties, obligations or undertakings under this Agreement in the event and so long as the performance of such duty, obligation or undertaking is prevented, delayed, retarded or hindered by an Act of God, epidemic, fire, hurricane, earthquake, flood, explosion, action of civil commotion, sabotage, malicious mischief; strike, lockout, action of labor unions, condemnation, governmental restriction, order of civil or military or naval authorities, embargo, impossibility of obtaining materials, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party in question. Either party entitled to such extension hereunder will give prompt written notice to the other party as soon as possible after the occurrence causing such delay asserting its claim of right to such extension and the reasons therefore.

Section 10.03 - No Waiver. No waiver by either party of any default or breach of any covenant, condition, or stipulation contained in this Agreement is a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation of this Agreement.

Section 10.04 - Laws. The parties hereto agree to abide with all applicable laws, rules, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 10.05 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified registered, express or overnight, postage prepaid, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery. *CVTD*'s address is 5430 Link Rd. San Angelo, TX 76904 for U.S. Mail, in any case to the attention of the Director of Transit. City's address is 72 West College, San Angelo, Texas 76903 (for U. S. Mail, express or overnight mail), in

any case to the attention of the City Manager.

Section 10.06 - Parties Bound. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

Section 10.07 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.

Section 10.08 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 10.09 - Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the parties with respect the re to.

Section 10.10 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated-subsequent to the Effective Date and executed by CVTD and City or their successors and permitted assigns.

Section 10.12 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 10.14 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

Section 10.15 - Discrimination. In connection with its use of the vehicles and the operation of the transit system, neither party shall discriminate against any person, employee, or applicant for employment because of race, religion, color, or national origin.

Section 10.16 - Entire Agreements. City and CVTD recognize that continued

cooperation and agreement regarding jointly developed passenger amenities, facilities, and programs will require City and CVTD to enter into agreements mutually beneficial to both parties. Accordingly, the City Manager and the Executive Director of CVTD are authorized to enter into agreements which meet the objectives identified above, and to the extent of the budgetary resources identified herein.

This Agreement has been executed by the parties effective as of the date and year first above written.

Executed _____

City of San Angelo

Concho Valley Transit District

Daniel Valenzuela, City Manager

John Austin Stokes, Executive Director

Attest:

Attest:

Heather Stastny, City Clerk

Cheryl Franke, Records Retention Officer

Approved as to form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: August 8, 2024

Item type: Consent Item

Caption:

Consider ratifying COSADC's approval of the sale of approximately 17.611 acres in the San Angelo Business & Industrial Park Phase 1 to LTG Real Estate Group, LLC, at a price of \$25,000 per acre, the exact acreage and total price to be determined by a survey on the ground, and authorizing the Board President to negotiate and execute all related documents (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

The proposed purchaser is the real estate branch of parent company of Lone Star Trucks, TNTX LLC LTG-TAG LLC2051 Hughes Road Grapevine, TX 76051. Lonestar Truck Group is currently located at 1818 S. Chadbourne Street, San Angelo. Lone Star intends to build a new truck sales, leasing and maintenance center. The location of the property is as shown in the attached aerial photo.

The current appraised value of properties at the Industrial park is \$48,000 per acre. However, the subject tract will require additional expense to address access from Loop 306, and topographic challenges. The engineer's estimate for those costs is in excess of \$440,000, putting the total cost for a shovel ready project at approximately \$50,000 per acre.

Purchase Price - \$25,000 / Ac - \$440,000 Jan 2024 Appraisal Value of Phase 2 \$48,000 / Ac
The current property is located in Phase 1 which has historically sold for \$25,000 / acre.

Subject Property

Construction Cost Per Engineer - \$392,815*

Total Cost - \$832,815

Cost per Acre - \$47,319

*Does not include fill required to construct bldg. pad & parking

Note: Two prospective buyers have optioned out of this parcel

COSADC approved the sale at their meeting on July 24, 2024.

Staff recommends approval at the sales price of \$25,000 per acre.

Funding Source(s):

Financial Impact:

Approximately \$440,000 in revenue dependent upon closing costs and actual acreage determined by survey.

Other Information/Recommendation:

Attachments:

- | | | |
|----|----------------|--------------------|
| 1. | Phase 1 Aerial | Phase 1 Aerial.pdf |
|----|----------------|--------------------|

Presentation:

Michael Dane

Approvals/Reviews:

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

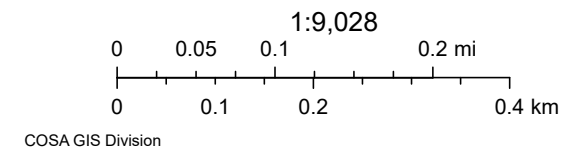
ArcGIS Web Map



9/1/2022, 8:42:00 AM

 Parcels

PHASE 1



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Nora Nevarez, Executive Office Coordinator, Economic Development

Meeting Date: August 8, 2024

Item type: Consent Item

Caption:

Consider ratifying a professional service agreement between Media Advantage and COSADC to secure webmaster services not to exceed \$40,000 to create a new ED website, to include an annual budget of \$6,000 for an annual support plan, and authorizing the Board President or their designer to negotiate and execute all related documents (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

The current Economic Development website (<https://economicdevelopmentsanangelo.com>) is approximately 10 years old and needs updating. A modern, fully functional website is critical to all economic development organizations. The website is the first place most Site Selectors look when investigating communities for relocation or expansion of a business enterprise. It is common knowledge among most Economic Developers that a company may have already passed over your community before you even knew they were looking. A modern, up-to-date, and informative website is crucial to the Economic Development of our community.

Media Advantage will be monitoring the website and keeping the website up to date.

This item was approved by COSADC on July 24, 2024.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Michael Dane

Approvals/Reviews:

Nora Nevarez

Michael Dane

Theresa James

Jeffrey Tomlinson

Tina Dierschke

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: August 8, 2024

Item type: Regular Item

Caption:

Second reading of an ordinance for Z24-01, a request to extend the Historic District to include the two buildings located at 218 and 301 N. Oakes St. (Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

A request to extend the historical overlay to two buildings located at 218 and 301 N Oakes. The properties each contain a building built in the late 1920s and early 1930s. Both properties have been reviewed by the Texas Historic Commission, most recently in 2019, and have them listed as high priority and contributing buildings.

218 N Oakes: The main building is the only building that will be included in this extension. This building has a powerful background in our community.

- It was built in 1926 and is listed as one of the seventeen first state junior colleges in the state of Texas, eventually evolving into Angelo State University.
- In the '60s and '70s, it became Edison Jr High for SAISD.
- The 1985 historical survey that was done lists both this building and the gymnasium as a contributing local landmark and high priority. The gymnasium is already included in the historical overlay district, so this extension will then include both buildings under the historical overlay.

301 N Oakes: This building was two structures and addressed as 301 and 310 N Oakes. The back building was demolished quite a few years ago, leaving the building at 301 N Oakes. It was built in the early 1930s and with its arched corner entry and pine tree motif, reflects the mid-20th century era. It is also included in the 1985 and the 2019 historical surveys, which both label the building as contributing.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Design and Historic Review Commission recommend to approve with a 6-1 majority vote.

Attachments:

- | | | |
|----|---|---|
| 1. | Staff Report - Z24-01 218 & 301 N Oakes | Staff Report - Z24-01 218 & 301 N Oakes.pdf |
| 2. | 218 & 301 N Oakes Ordinance (Z24-01) | 218 & 301 N Oakes Ordinance (Z24-01).pdf |

Presentation:

Aaron Vannoy

Approvals/Reviews:

Rae Lineberry	Created/Initiated
Aaron Vannoy	Approved
Brandon Dyson	Approved
Aaron Vannoy	Approved
Theresa James	Approved
Heather Stastny	Final Approval

STAFF REPORT

Design & Historic Review Commission: March 21, 2024 tabled until June 20th
City Council 1st reading: July 2, 2024



APPLICATION TYPE:		CASE:	
Historic Overlay Extension		Z24-01: 218 & 301 N Oakes	
SYNOPSIS:			
Request to extend historical overlay to two buildings located at 218 and 301 N Oakes. The properties each contain a building built in the late 1920s, early 1930s. Both properties have been reviewed by the Texas Historic Commission, most recently in 2019 and have them listed as high priority and contributing buildings.			
LOCATION:		LEGAL DESCRIPTION:	
218 & 301 N Oakes		Lot: 1 TO 5, Subd: MILES ACRE LOTS ADDITION, (EDISON JR HIGH); Subd: MILES ACRE LOTS ADDITION, 0.128 ACRES BEING OUT OF THE SE PART OF LOT 47	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SM District: #3 Harry Thomas Neighborhood: Downtown	RM-1 and CG/CH	Downtown	.85 acres .128 acres
THOROUGHFARE PLAN:			
Oakes St – Local Street			
NOTIFICATIONS:			
31 notifications mailed on March 1, 2024. Zero received in support and four in opposition.			
STAFF RECOMMENDATION:			
Staff recommends <u>APPROVAL</u> of the historical overlay extension request to include 218 & 301 N Oakes.			
PROPERTY OWNER/PETITIONER:			
Owner: SAISD & Resurrection Anointed Ministries Petitioner: City of San Angelo			
STAFF CONTACT:			
Rae Lineberry Planner (325) 657-4210, ext 1533 Rae.lineberry@cosatx.us			

Additional Information: Both property owners have been notified.

218 N Oakes: The main building is the only building that will be included in this extension. This building has a powerful background in our community.

- It was built in 1926 and is listed as one of the seventeen first state junior colleges in the state of Texas, eventually evolved into Angelo State University.
- In the '60s and '70s, it became Edison Jr High for SAISD.
- The 1985 historical survey that was done lists both this building and the gymnasium as a contributing local landmark and high priority.

The gymnasium is already included in the historical overlay district so this extension will then include both buildings under the historical overlay.

301 N Oakes: This building was two structures and addressed as 301 and 310 N Oakes. The back building was demolished quite a few years ago, leaving the building at 301 N Oakes. It was built in the early 1930's and with its arched corner entry and pine tree motif, reflects the mid-20th century era. It is also included in the 1985 and the 2019 historical surveys which both label the building as contributing.

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* The Comprehensive Plan identifies this area as Downtown and extending the historical overlay to include these two properties with their attractive structures will reflect the unmatched architecture of the mid-20th century in the community.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* The proposed historical overlay extension will not conflict with the Zoning Ordinance.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* As noted above, the two properties have been identified as High Priority in the Texas Historic Commission Survey twice, in 1985 and 2019. As such, they will complement the area and the other historical buildings, such as SAISD gymnasium. This area is between the industrial buildings and Shannon Hospital. There is residential and commercial and is a block from Chadbourne.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* This area will not require an amendment for changed conditions.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* There are no anticipated adverse effects on neighboring properties.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* Staff believes that this action is needed to preserve San Angelo's historical downtown. The neighborhood was developed in the late 1920's and many of the properties are unmatched in our community.

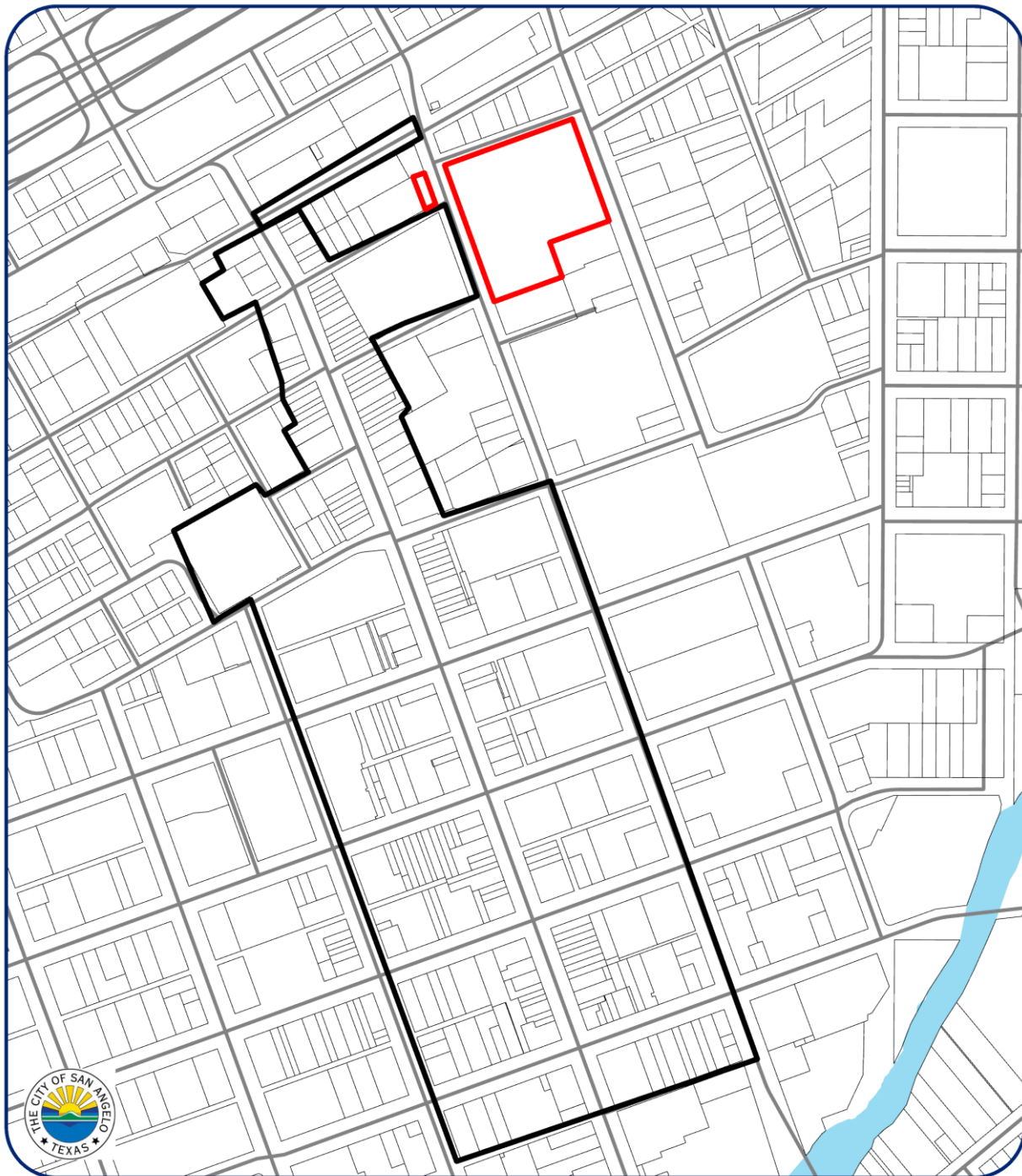
7. Development Patterns. *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The two properties border the historical overlay currently and this is the logical step to include such significant buildings in our historic district.

Recommendation:

Staff recommends **APPROVAL** of the historical overlay extension request to include 218 & 301 N Oakes.

Attachments:

Aerial Map
Notice Map
Historical Survey documents
SAISD response
Notification responses



200' Notification Map
Z24-01

301 N Oakes and 218 N Oakes

Council District: #3 Harry Thomas

Neighborhood: Downtown

Scale: 0 0.02 0.04 0.09 0.14 0.18
Miles

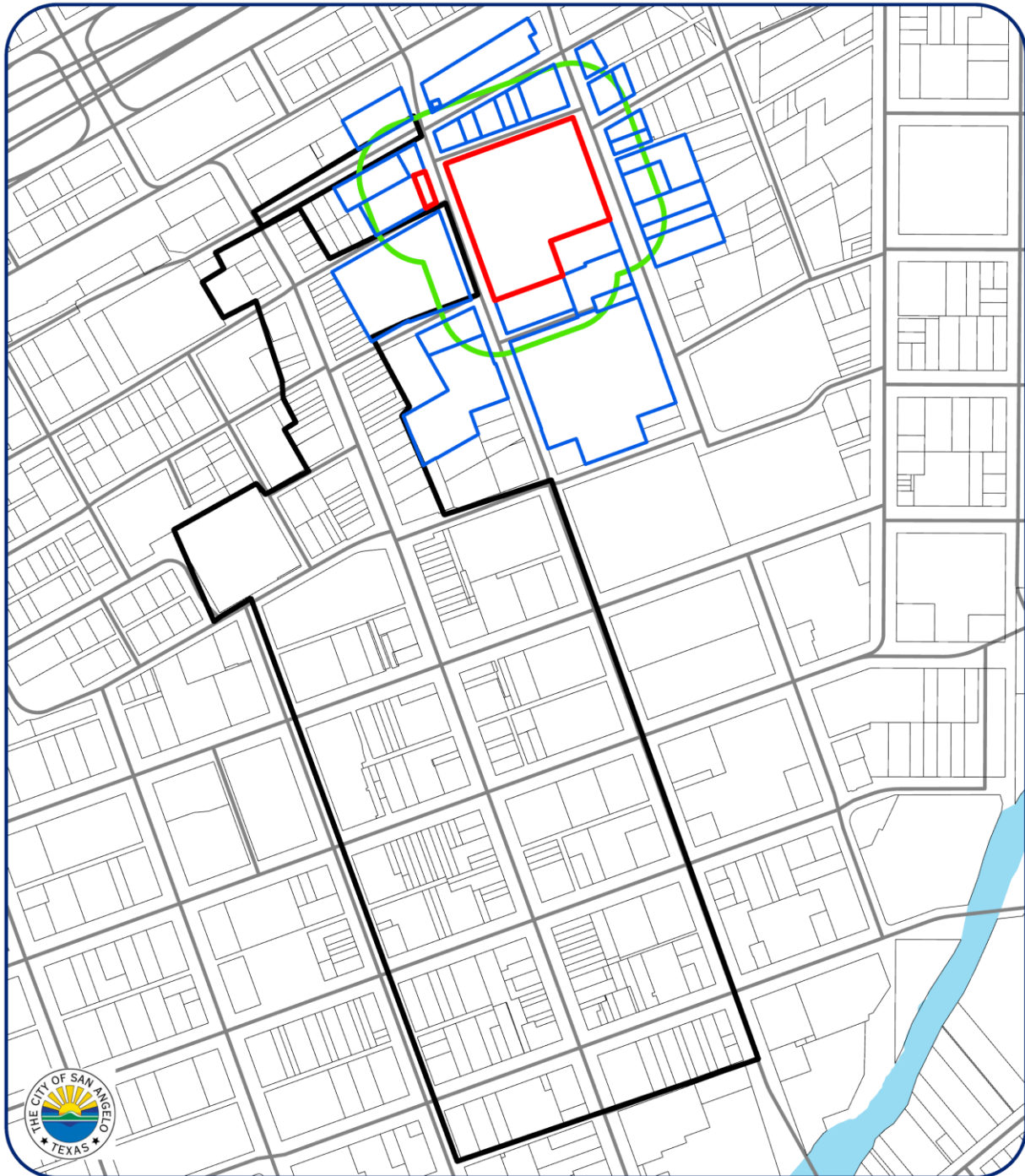
Subject Properties: —

200' Buffer: —

Notified Properties: —

N





**200' Notification Map
Z24-01**

301 N Oakes and 218 N Oakes

Council District: #3 Harry Thomas

Neighborhood: Downtown

Scale: 0 0.02 0.04 0.09 0.14 0.18
Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —

N



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY ADOPTING A HISTORIC OVERLAY ZONE BOUNDARY MAP, AND DESIGNATING THE HISTORIC OVERLAY ZONE TO THAT AREA, LOCATED AT **218 & 301 N. OAKES STREET**; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Z24-01: 218 & 301 N Oakes Street Historical Overlay Expansion

WHEREAS, pursuant to Section 211(B) of the City of San Angelo Zoning Ordinance and Texas Local Government Code Section 211.0165, the Design and Historic Review Commission (DHRC) is the designated authority for recommending approval to City Council of historic landmarks and districts; and,

WHEREAS, on the 20th day of June, 2024, the DHRC for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Historic District; and,

WHEREAS, in accordance with Section 211.0165, DHRC's recommendation for approval of the proposed Historic District (Z24-01) was made by an affirmative vote of at least three-fourths of all its members; and,

WHEREAS, on the 16th day of July, 2024, City Council held a public hearing on Z24-01, pursuant to published notice, and has considered the application, comments, reports and recommendations of the DHRC and staff, public testimony, and other relevant support materials; and,

WHEREAS, in accordance with Section 211.0165, City Council approved the proposed Historic District (Z24-01) by an affirmative vote of at least three-fourths of all members of the City Council.

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property

as a Historic District Overlay Zone as shown on **Exhibit “A”** - , the boundary of which is generally described as being within the following parameters:

The main building, Bldg F, which can be described as having an ancient Greek architecture style with white columns in the front on the property generally located at 218 N. Oakes Street and also the lot located at 301 N Oakes Street, comprising approximately .85 and .128 acres; San Angelo, Tom Green County, Texas.

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

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

SECTION 4: The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

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

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

INTRODUCED with public hearing on the **16th day of July, 2024**, and finally PASSED, on this the **8th day of August, 2024**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

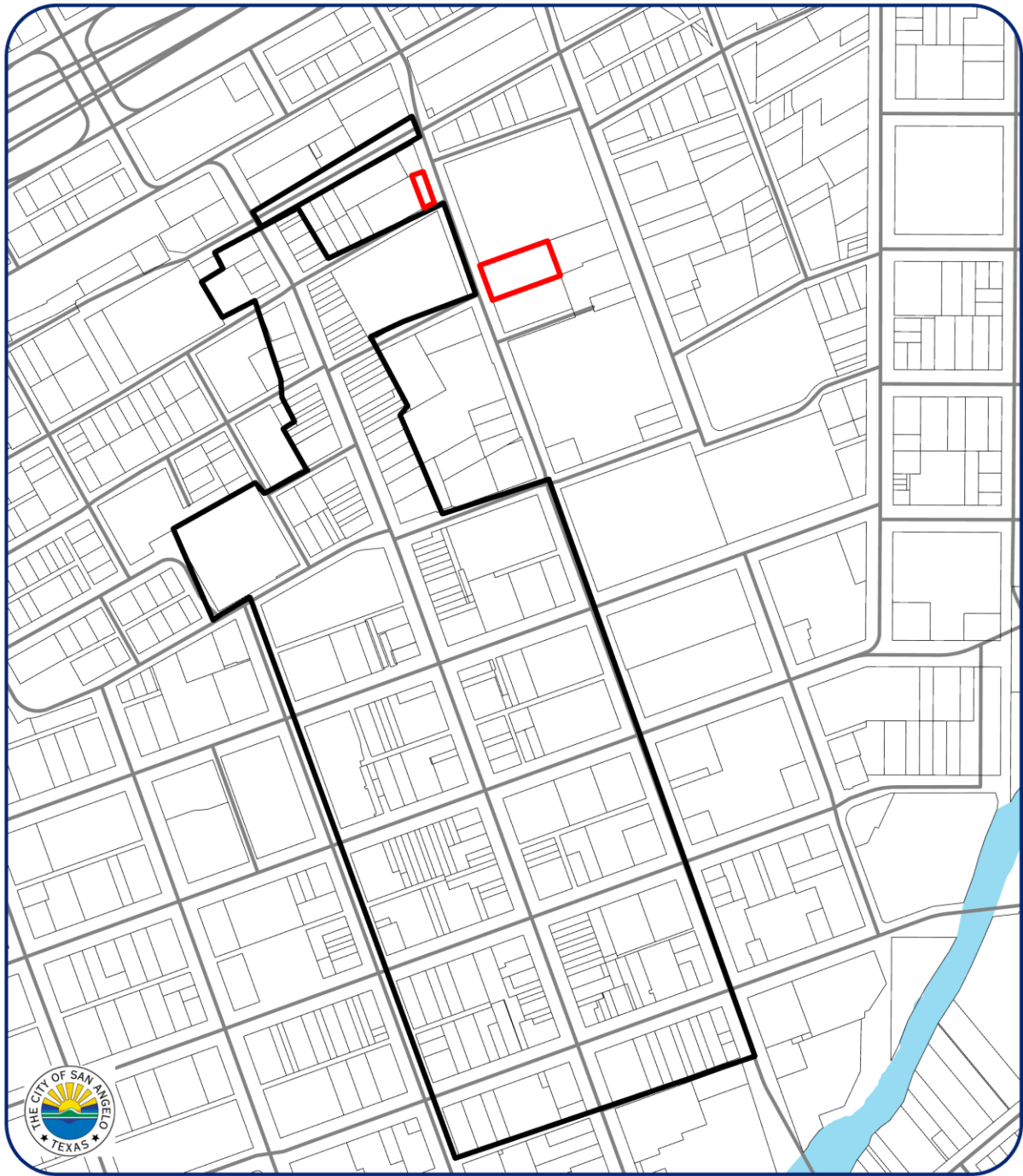
ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

EXHIBIT "A"



200' Notification Map
Historic District expansion
301 N Oakes and 218 N Oakes

Council District: #3 Harry Thomas

Neighborhood: Downtown

Scale: 0 0.02 0.04 0.09 0.14 0.18
Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —

N



Bldg F 218 N Oakes



301 N Oakes



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: August 8, 2024

Item type: Consent Item

Caption:

Consider authorizing the following resolutions regarding grant awards from the Texas Department of Transportation (TxDOT) under its Transportation Alternatives Set-Aside Grant Program for the City of San Angelo Community Accessibility and Connectivity Project (CACP):

1. Resolution authorizing the City Manager to negotiate and execute an Advanced Funding Agreement with TxDOT for Phase I of the CACP; and,
2. Resolution authorizing the City Manager to negotiate and execute an Advanced Funding Agreement with TxDOT for Phase II of the CACP (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo is seeking Council's support of two Resolutions authorizing the execution of two Advanced Funding Agreements (AFA) for CACP Phase 1 and CACP Phase 2, respectively, with the Texas Department of Transportation (TxDOT) as part of the CACP pedestrian improvement project in the City of San Angelo. At the City's request, TxDOT has split the overall project into a two-phased approach with Phase 1 encompassing Chadbourne Street Phase B (from Beauregard to 6th Street). Phase 2 will include the remainder of the TxDOT-approved CACP project.

The approval of the resolutions would authorize the City to negotiate and execute the AFAs for the project. The AFAs are in conjunction with the City's grant from TxDOT under the Transportation Alternatives Set Aside Grant Program (TxDOT TASA). The City was awarded the TASA grant in the amount of \$23.5 million, requiring a \$4.7 million match.

The Resolutions commit the City to the local match, to pay for any non-grant eligible items constructed with the project, to pay for any cost overruns, reaffirms the City's support of the project, and authorizes the City to execute the Advanced Funding Agreements. The Advanced Funding Agreements define the terms of the agreement between the City and TxDOT.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
TXDOT TA Grant Funds	103-3204-331.00-00		\$18,875,004
State TXDOT Participation			\$897,450.00

TIRZ Match	103-3204-391.22-00		\$3,403,000
Donated Funds	103-3204-380.40-00		\$425,000
Remaining Local Match	534-3200-800.07-30	CACP	\$890,751

Financial Impact:

As part of the CACP project, COSA will be responsible for the local match of \$4,718,751, any items constructed that are not grant-eligible, and any cost overruns for both Phase 1 and Phase 2. The State TxDOT Participation amount of \$897,450 will be paid directly to the State from the granting agency for administration of the grant, and therefore, is not included in the City's budget. See the attached budget memo for additional details.

Phase 1's local match is \$1,172,761. Phase 2's local match is \$3,545,990.

The City will manage, and be responsible for the costs of all aspects of Phase 1 including design, bidding, awarding, constructing, inspecting, and reporting. For Phase 2, the City will be responsible for the coordination and costs of design, with TxDOT managing all other aspects of the project.

Other Information/Recommendation:

Staff recommends support of the two Resolutions authorizing the execution of AFAs for CACP Phase 1 and CACP Phase 2, respectively.

Attachments:

- | | | |
|----|---|--|
| 1. | BA Memo - CACP Grant | BA Memo - CACP Grant.pdf |
| 2. | Resolution Approving AFA for CACP Project - Phase 1 | Resolution Approving AFA for CACP Project - Phase 1.docx |
| 3. | Resolution Approving AFA for CACP Project - Phase 2 | Resolution Approving AFA for CACP Project - Phase 2.docx |

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
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:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE PROJECT, BEING RELATED TO PHASE I OF THE SAN ANGELO COMMUNITY ACCESSIBILITY AND CONNECTIVITY PROJECT

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the City of San Angelo Community Accessibility and Connectivity Project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the City of San Angelo commits to provide the match. The local match is comprised of cash or Transportation Development Credits (TDCs); and

WHEREAS, the City of San Angelo is responsible for all non reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of the City of San Angelo desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

The City Manager is hereby authorized to negotiate and execute an *Advanced Funding Agreement* with the Texas Department of Transportation for Phase I of the Project.

PASSED and APPROVED on this the 8th day of August, 2024.

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE PROJECT, BEING RELATED TO PHASE II OF THE SAN ANGELO COMMUNITY ACCESSIBILITY AND CONNECTIVITY PROJECT

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the City of San Angelo Community Accessibility and Connectivity Project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the City of San Angelo commits to provide the match. The local match is comprised of cash or Transportation Development Credits (TDCs); and

WHEREAS, the City of San Angelo is responsible for all non reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of the City of San Angelo desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

The City Manager is hereby authorized to negotiate and execute an *Advanced Funding Agreement* with the Texas Department of Transportation for Phase II of the Project.

PASSED and APPROVED on this the 8th day of August, 2024.

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Heather Stastny, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jonathan Flores, Budget Manager, Budget

Meeting Date: August 8, 2024

Item type: Regular Item

Caption:

Consider a record vote to propose a property tax rate and discussion regarding the Fiscal Year 2024-2025 budget preparation (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

We are entering the stage of the budget cycle where we host public meetings to fulfill truth-in-taxation requirements. This agenda item serves to satisfy a requirement of the state comptroller's office where we will hold a record vote proposing a property tax rate for fiscal year 2024-25. A record vote is necessary if the proposed tax rate will yield more revenue than the prior year.

The Tom Green County Appraisal District is directed by the state comptroller to ensure that new and existing properties are appraised at or near market value. The state conducts a biennial property value study to ensure compliance. Based on information provided by the appraisal district, net taxable property valuations totaled \$7.93 billion this year. This is an increase of 3.3% over the previous year's valuations. A total of \$90.8 million of new value is being added to the tax roll in the upcoming fiscal year. The increase in values and the new values added are two factors in determining property tax revenue. Growth in these values is a positive indicator that the housing market in San Angelo is healthy and that the economy continues to have a strong base.

The property tax rate is proposed at 0.7557 per \$100 valuation. This enables City services and City Council priorities to be provided at the current levels without exceeding the calculated voter approval rate. The rate will also allow for the funding of immediate public safety needs like police department body cameras, tasers, a fire department ambulance, and public safety radio infrastructure upgrades. In recent years, marginal revenue from property tax was allocated based on Council directives to priorities such as street maintenance, competitive pay rates, critical software upgrades, and more.

A record vote serves to inform constituents of the City's intent to levy a tax rate for the new tax year. A record vote is an action where each Council member's decision (for or against) is documented. The city upholds the state's tenet that property owners have the right to know about changes in property appraisals and estimated taxes. Transparency items such as this further that goal.

Funding Source(s):

Financial Impact:

None at this time.

Other Information/Recommendation:

Staff recommends approval of the property tax rate of 0.7557/\$100 valuation.

Attachments:

Presentation:

Tina Dierschke

Approvals/Reviews:

Jonathan Flores

Tina Dierschke

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: August 8, 2024

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending Chapter 1 "General Provisions", Article 1.09 "Taxation", Division 3 "Uniform Tax Abatement Policy", Section 1.09.062 "Definitions" and Section 1.09.063 "Abatement Schedule" of the City of San Angelo Code of Ordinances (Presentation made by Economic Development Project Manager Robert Schneeman)

Staff Recommendation:

Adopt

Summary/History:

Staff presented proposed revisions to the Tax Abatement Ordinance at the June 4, 2024 Council Meeting. Council directed staff to bring th item back with only those revisions required for a specific project. Attached is the Ordinance with limited revisions.

Funding Source(s):

Financial Impact:

No fiscal impact at this time. Ordinance revision only.

Other Information/Recommendation:

Attachments:

1 DIVISION_3.____UNIFORM_TAX_ABATEMENT_POLI DIVISION_3.____UNIFORM_TAX_ABATEMENT_POLICY.p
. CY df

Presentation:

Robert Schneeman

Approvals/Reviews:

Robert Schneeman
Michael Dane

Created/Initiated
Approved

Theresa James
Jeffrey Tomlinson
Tina Dierschke
Theresa James
Heather Stastny

Approved
Approved
Approved
Approved
Final Approval

DIVISION 3. UNIFORM TAX ABATEMENT POLICY¹

Sec. 1.09.061 Policy adopted

The city adopts this policy of tax abatement ("policy") for qualified businesses that proposes a project ("project") to develop, redevelop and improve taxable qualifying real property or tangible personal property located on the real property, or both ("property"). The city is willing to provide a subsidy to a property owner(s) in the form of a special exemption from certain ad valorem taxes provided the real property owner and, where applicable, its lessee, agrees to accept and abide by this policy. The city will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development. Nothing herein shall imply or suggest that the city is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis, and the decision to approve or deny tax abatement shall be at the discretion of the city council.

(1996 Code, sec. 2.1901; Ordinance adopted 11-4-97; Ordinance adopted 11-15-16)

Sec. 1.09.062 Definitions

Abatement period. (Hereinafter defined) shall be the period of time set out in an abatement agreement approved by City Council; limited, however, to no more than the period prescribed by Chapter 312 of the Texas Tax Code, known as the Property Redevelopment and Tax Abatement Act, as amended. The period of time that the taxes are abated will be referred to as the "abatement period."

Actual construction. Site improvement activity initiated more than 30 days prior to the submission of an application for tax abatement and is concluded with the completion of the project qualifying for tax abatement under this policy.

First tax year. The commencement of construction of the project.

Permanent job. A full-time or full-time equivalent employment position created by the qualified business in which a minimum of 2,080 hours are required annually.

Property owner. As appropriate to the context, either or both of the following:

- (1) The owner of qualifying real property.
- (2) A person or business entity which leases qualifying real property and owns qualifying tangible personal property located on said real property.

Qualified business. A person or business entity that meets the following criteria:

- (1) The person or business entity owns qualifying real property ("real property owner"); or

¹State law reference(s)—Tax Increment Financing Act, V.T.C.A., Tax Code, ch. 311; Property Redevelopment and Tax Abatement Act, V.T.C.A., Tax Code, ch. 312; Texas Economic Development Act, V.T.C.A., Tax Code, ch. 313.

- (2) The person or business entity leases qualifying real property from the real property owner ("lessee") and authorizes its lessor real property owner to contract on its behalf for tax abatement on the lessee's qualifying tangible personal property; and
- (3) The real property owner or its lessee is engaged in or has provided substantial commitment to initiate the active conduct of trade or business in a reinvestment zone; and
- (4) The real property owner or its lessee is engaged in one or more of the following activities:
 - (A) "Manufacturing," as defined by the Standard Industrial Classification (SIC), series 2000 and 3000.
 - (B) "Regional distribution facilities," as defined by SIC Code series 4200, and as further defined by SIC Code 4200, and as further defined by serving areas outside the San Angelo Metropolitan Statistical Area (MSA).
 - (C) "Data processing services," as defined by SIC Code series 4800 or SIC Code series 7300.
 - (D) "Telecommunications services," as defined by SIC Code series 4800 or SIC Code series 7300.
 - (E) "Renovation or restoration" of any commercial building located in a district established by ordinance by the city council as an historic, cultural, heritage, or conservation district, if the value added to the ad valorem tax base is certified by the director of the county appraisal district to be equal to, or greater than, \$30,000.00. Tax abatement will be available for rental residential buildings. Abatement is not available for homes or apartments occupied by their owners. Building enlargement costs do not qualify.
 - (F) "Corporate offices" of eligible businesses and other businesses, including retail establishments, not necessarily listed in the SIC series in subsections (A), (B), (C), and (D) above, as the job and capital criteria are met for the corporate office location.
 - (G) "Battery Energy Storage Systems" which means any system or network containing batteries or similar devices that are connected to an energy generation source and intended to receive and store any portion of energy being produced with the intent or purpose of later transmitting or distributing any or all stored energy for sale or consumption in any part of a publicly available transmission grid.
- (5) The person or business entity or its lessee creates new permanent jobs and capital investment and generally imports new wealth into the city.

Tax year. A calendar year.

(1996 Code, sec. 2.1902; Ordinance adopted 11-4-97; Ordinance adopted 11-15-16)

Sec. 1.09.063 Abatement schedule

Subject to the remaining terms of this policy, the abatement of ad valorem taxes on property shall be according to the following formula:

- (1) For projects eligible under section 1.09.062, as defined in the definition "qualified business" subsections (4)(A), (B), (C), (D), (F) and (G):

Percent of Created Value to be Abated not to Exceed	Capital Cost of the Project* or Permanent Jobs**	
20%	\$250,000—\$500,000	5
30%	\$500,001—\$750,000	10
40%	\$750,001—\$1,000,000	15

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(Supp. No. 5)

50%	\$1,000,001—\$2,500,000	20
60%	\$2,500,001—\$5,000,000	25
75%	\$5,000,000 — \$10,000,000	30
85%	Over \$10,000,000	30+

*Minimum \$250,000.00 capital required

**Minimum of one job required to be created, regardless of capital investment

- (2) For projects eligible under section 1.09.062, as defined in the definition "qualified business" subsections (4)(E): 100% of created value to be abated.

(1996 Code, sec. 2.1903; Ordinance adopted 11-4-97; Ordinance adopted 11-15-16)

Sec. 1.09.064 Tax abatement request procedure

Prior to beginning the actual construction work on the project proposed for tax abatement, the real property owner requesting tax abatement and its lessee, where the request includes a request for tax abatement on the lessee's qualifying tangible personal property, must submit an official application form to the city and:

- (1) Provide the city with:
 - (A) A description of the project clearly defining the work to be performed;
 - (B) A statement agreeing to expend a designated amount ("project cost") for the project;
 - (C) A separate statement agreeing that the required minimum number of full-time jobs will be created ("required jobs") and maintained during the term of the contract; and
 - (D) An explanation as to how the project will provide long-term significant positive economic benefit to the community, the city and its taxpayers.
- (2) Furnish the city with a written statement that tax abatement will be a significant factor in determining whether the project for the development, redevelopment or improvement of the property will take place.
- (3) Agree to execute a contract (herein so called) with the city containing the covenants and conditions required by the city.

(1996 Code, sec. 2.1904; Ordinance adopted 11-4-97; Ordinance adopted 11-15-16)

Sec. 1.09.065 Contract compliance

Should the city agree to grant an abatement to the property owner after compliance with the procedure outlined above, then:

- (1) Subject to the terms and conditions of the contract, a stipulated percentage as set forth in section 1.09.063 above of those particular ad valorem real and personal property taxes ("taxes") which are generated by virtue of fair market value created ("created value") solely due to the construction and completion of the project on the real property will be abated.
- (2) The period of construction ("construction period") for the project shall not go beyond the end of the third tax year. During the construction period the property owner must actually expend the project cost and within six months next following the completion of the project must submit to the city receipts verifying expenditures, and a statement that the required jobs have been created. On January

1st of each tax year following completion of the project, the property owner must submit a statement to the city that the required jobs have been continuously maintained.

- (3) Within six months next following the end of the construction period, the project must be in operation, i.e., it must actively serve the purpose for which it is designed.
- (4) In the event the project is either:
 - (A) Not complete at the minimum cost by the end of the construction period;
 - (B) Is timely completed at the minimum cost but is not operational within six months next following the end of the construction period, unless granted a six-month extension by the city council;
 - (C) Is timely completed at the minimum cost of less than \$5,000,000.00 but the required jobs are not created or maintained as set forth in subsection (2); or
 - (D) Is timely completed at the minimum cost, is operational within six months next following the end of the construction period and, meets the permanent job requirements as defined in section 1.09.063, but its operations are discontinued for a continuous period of 12 months;then the contract shall terminate with respect to the project and so shall the abatement of taxes for the created value of the project. The taxes otherwise abated with respect to the project shall be paid to the city on the date specified by law, or, if such date has passed, then within 60 days of the accelerated termination of the abatement period.
- (5) Employees and/or designated representatives of the city will have access to the project during the term of the contract for inspection purposes so as to determine if the terms and conditions of the contract are being met. All inspections will be made only after the giving of 24-hours' prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the project. Inspections will be made with representatives of the property owner, and in accordance with its safety standards.
- (6) In the event that:
 - (A) The property owner allows its ad valorem taxes owed the city to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;
 - (B) The property owner violates any of the terms and conditions of the contract, and fails to cure during the cure period (as hereinafter provided); then the contract may be terminated by the city, and all taxes otherwise abated by virtue of the contract will be recaptured and paid to the city by the property owner within 60 days of the termination.
- (7) If on January 1st of any tax year the legally determined fair market value of all realty improvements owned by the real property owner within the jurisdiction of the city ("realty improvements") is less than the legally determined fair market value of all realty improvements as of January 1st of the calendar year in which the contract is executed ("base value") and/or in the event that the real property owner reduces its ad valorem taxes on personal property otherwise payable to the city by participation in a foreign trade zone or by having otherwise taxable property exempt pursuant to special legislation, e.g., the "freeport amendment" ("special treatment"), then the abatement otherwise available shall be reduced for each dollar that the fair market value of realty improvements is less than the base value and, also, for each dollar of tax reduction attributable to special treatment; provided, however, that in no event shall the offset exceed the created value of the project otherwise subject to the abatement of taxes.
- (8) If on January 1st of any tax year the legally determined fair market value of all tangible personal property owned by a lessee owning qualifying tangible personal property within the jurisdiction of the city ("personal property") is less than the legally determined fair market value of all personal property

as of January 1st of the calendar year in which the contract is executed ("base value") and/or in the event that the lessee reduces its ad valorem taxes on personal property otherwise payable to the city by participating in a foreign trade zone, then the abatement otherwise available shall be reduced for each dollar that the fair market value of personal property is less than the base value and, also, for each dollar of tax reduction attributable to special treatment; provided, however, that in no event shall the offset exceed the created value of the project otherwise subject to the abatement of taxes.

- (9) Notwithstanding any other provision herein to the contrary, in the event the city adopting this policy is required to adopt a tax rate which would subject the city to a tax rollback election under section 26.07 of the Property Tax Code, and this increase is caused by requirements set forth by the state; mandated by the judiciary; expenses required to repair, rebuild or rehabilitate improvements which are damaged or destroyed; or due to a significant decline in value of a major industrial complex located in the jurisdiction of the city, then the city may allocate the taxable value necessary to reduce the actual rate below the rollback rate to the owners of abated property based on the owner's pro-rata share of the total abated value for the current tax year.
- (10) Should the city determine that the property owner is in default in the terms and conditions of the contract, then the city will notify the property owner at the address stated in the contract of such claimed default, and if such is not cured within 60 days from the date of such notice ("cure period"), the contract may be terminated by the city. Any notice of default shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested. In the event the notice is effected by personal delivery, the date and hour of actual delivery shall be the time and date of such notice to the business. Absent a postal strike or the stoppage of the mails, in the event of delivery of notice by registered or certified United States mail, the date and hour following 48 hours after the date and hour at which the sealed envelope containing the notice is deposited in the United States mail, properly addressed, and with postage prepaid, shall be the time and date of such notice to the property owner.

(1996 Code, sec. 2.1905; Ordinance adopted 11-4-97; Ordinance adopted 11-15-16)

Sec. 1.09.066 Full and final authority

The city shall have the final decision with respect to interpretation of the policy and, also, as to whether the minimum standards set forth above have been met by the property owner.

(1996 Code, sec. 2.1906; Ordinance adopted 11-4-97; Ordinance adopted 11-15-16)

Sec. 1.09.067 Termination

The policy shall terminate on the second anniversary from the date of its adoption by the city. (1996 Code, sec. 2.1907; Ordinance adopted 11-4-97; Ordinance adopted 11-15-16)

Secs. 1.09.068—1.09.090 Reserved

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: August 8, 2024

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance ordaining the City's participation in the Texas Enterprise Zone Program Pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, providing tax incentives, designating a liaison for communication with interested parties, and nominating Ethicon, Inc. to the Office of the Governor Economic Development & Tourism through the Economic Development Bank as an Enterprise Project (Presentation made by Economic Development Project Manager Robert Schneeman)

Staff Recommendation:

Adopt

Summary/History:

The City of San Angelo (the "City") has previously passed Ordinance No. 2019-026, dated February 19, 2019, electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance 2019-026. That ordinance had a mandatory expiration date of February 19th, 2024. Ethicon has requested the City renew its nomination of Ethicon as an Enterprise Project.

At their May 21st, 2024 meeting, City Council approved a resolution (attached) nominating Ethicon for the Enterprise Zone Program, thereby renewing the City's nomination. At that time, guidance from the Governor's Office indicated that a resolution was sufficient, according to Ethicon's consultant. After that time, the Governor's Office has determined that a nominating resolution is not sufficient and that a nominating ordinance is required. The attached ordinance satisfies that requirement.

Please note that although the ordinance outlines the various Economic Development incentives available through the City and/or COSADC, local participation is not required or proposed beyond the approval of the nominating ordinance.

The Enterprise Zone Program provides a State Sales tax refund to those companies selected for participation. This refund is paid out of the State portion of the Sales Tax and does not affect City tax receipts.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | 2024-05-21_(5g)_Resolution_2024-035_OOGEDT_Ethicon | 2024-05-21_(5g)_Resolution_2024-035_OOGEDT_Ethicon.pdf |
| 2. | Ethicon II TX EZ Tab 7 Nominating Ordinance DRAFT 2024-07-16R | Ethicon II TX EZ Tab 7 Nominating Ordinance DRAFT 2024-07-16R.pdf |

Presentation:

Michael Dane

Approvals/Reviews:

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

RESOLUTION 2024-035

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303. TEXAS GOVERNMENT CODE, NOMINATING ETHICON, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT

WHEREAS, the City of San Angelo (the "City") has previously passed Ordinance No. 2019-026, February 19, 2019, electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in Ordinance 2019-026;

WHEREAS, the Office of the Governor Economic Development and Tourism (OOGEDT) through the Economic Development Bank (the "Bank") will consider Ethicon, Inc. as an enterprise project pursuant to a nomination and an application made by the City;

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to tother economically disadvantaged individuals;

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Ethicon, Inc. has applied to the City for designation as an enterprise project;

WHEREAS, based on the application and representations made by Ethicon, Inc., the City finds that Ethicon, Inc. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Ethicon, Inc. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new permanent jobs will be residents of an enterprise zone or economically disadvantaged individuals or veterans; and
2. Ethicon, Inc. shall make capital investments in the range of \$5,000,000 - \$149,999,999 which qualifies it at the single enterprise project level in accordance with the Texas Enterprise Zone Program. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of Ethicon, Inc. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that Ethicon, Inc. meets the criteria for the tax relief and other incentives adopted by the City and nominates Ethicon, Inc. for enterprise project status on the grounds that it will be located at the qualified business site, will create higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Ethicon, Inc. as an enterprise project pursuant to the Act.

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

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Section 1: The findings of the City Council set out above are hereby approved and adopted.

Section 2: Ethicon, Inc. is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

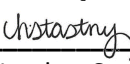
Section 3: The enterprise project shall take effect on the date of designation of the enterprise project by OOGEDT and terminate five years from the date of designation.

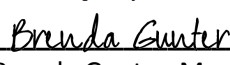
Section 4: The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

ADOPTED this 21st day of May 2024.

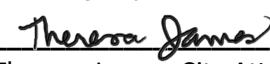
THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

DocuSigned by:

Heather Stastny, City Clerk

DocuSigned by:

Brenda Gunter, Mayor

APPROVED AS TO FORM:

DocuSigned by:

Theresa James, City Attorney

ORDINANCE No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE (ACT), PROVIDING TAX INCENTIVES, DESIGNATING A LIASON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING ETHICON, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS AN ENTERPRISE PROJECT (PROJECT).

WHEREAS, the City Council of the City of San Angelo, Texas ("City") desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, the project or activity is not located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, Ethicon, Inc. has applied to the City for designation as an enterprise project; and

WHEREAS, based on the application and representations made by Ethicon, Inc., the City finds that Ethicon, Inc. meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, pursuant to Title 10, Texas Administrative Code, Rule 176.2, the City Council finds that it is in full compliance with Chapter 2303, Texas Government Code prior to this nomination; and

WHEREAS, pursuant to notice of public hearing posted and published in compliance with the requirements of the Texas Government Code, Chapter 2303 "Enterprise Zones" and Chapter 551 "Texas Open Meetings Act", a public hearing to consider this ordinance was held by the City Council on August 08, 2024;

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

Section 1: The City nominates Ethicon, Inc. for single enterprise project status.

Section 2: The following local incentives, at the election of the governing body, are or will be made available to the nominated project or activity of the qualified business.

- 1) The City may abate taxes on the increase in value of real property improvements and eligible personal property. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of San Angelo Tax Abatement Policy.
- 2) The City may provide business and industrial development services, including:

- (a) Chapter 380 agreement;
 - (b) Tax Increment Financing;
 - (c) Freeport Exemption;
 - (d) Industrial District Designation; or
 - (e) Local sales tax refunds
- 3) The City may provide regulatory relief to businesses, including:
 - a) Zoning changes or variances;
 - b) Exemptions from unnecessary building code requirements, impact fees, or inspection fees; or
 - c) Streamlined permitting.
 - 4) The City may provide enhanced municipal services to businesses, including:
 - a) Improved police and fire protection;
 - b) Institution of community crime prevention programs; or
 - c) Special public transportation routes or reduced fares.
 - 5) The City may provide improvements in community facilities, including:
 - a) Capital improvements in water and sewer facilities;
 - b) Road repair; or
 - c) Creation or improvement of parks.
 - 6) The City may provide improvements to housing, including:
 - a) Low-interest loans for housing rehabilitation, improvement, or new construction; or
 - b) Transfer of abandoned housing to individuals or community groups.
 - 7) The City may provide business and industrial development services, including:
 - a) Low-interest loans for business;
 - b) Use of surplus school buildings or other underutilized publicly owned facilities as small business incubators;
 - c) Provision of publicly owned land for development purposes, including residential, commercial, or industrial development;
 - d) Creation of special one-stop permitting and problem resolution centers or ombudsmen; or
 - e) Promotion and marketing services.
 - 8) The City may provide job training and employment services to businesses, including:
 - a) Job training and employment services;
 - b) Retraining programs;
 - c) Literacy and employment skills programs;
 - d) Vocational education; or
 - e) Customized job training.

Section 3: The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

Section 4: The City of San Angelo City Council directs and designates its Business, Retention & Expansion Coordinator as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee

zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

Section 5: The City finds that Ethicon, Inc. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- (a.) Ethicon, Inc. is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business’ new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- (b.) Ethicon, Inc. shall make capital investments in the range of \$5,000,000 - \$149,999,999 which qualifies it at the single enterprise project level in accordance with the Texas Enterprise Zone Program. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- (c.) The designation of Ethicon, Inc. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

Section 6: The enterprise project shall take effect on the date of designation of the enterprise project by Economic Development and Tourism (EDT) and terminate five (5) years from the date on which the designation is made, as required by Section 2303.404 of the Act.

Section 7: This ordinance shall take effect from and after its passage as the law and charter in such case provides.

INTRODUCED with public hearing on the 8th day of August 2024, and finally **PASSED, APPROVED** and **ADOPTED** on this the 19th day of August 2024.

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Robert Schneeman,
Economic Development Project Manager

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Theresa James, City Attorney, Legal

Meeting Date: August 8, 2024

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending Chapter 9, Article 9.05 "Camping on Municipal Facility or Public Property" (Presentation made by City Attorney Theresa James)

Staff Recommendation:

Approve

Summary/History:

The City of San Angelo currently has an ordinance that prohibits camping upon public property except in designated places or with permission of the City. The ordinance contains a requirement that allows enforcement of the ordinance only if there is a sufficient number of emergency or affordable housing options available. The ordinance also requires annual review to ensure the availability of those housing options.

The requirement of availability of housing was necessary due to federal court precedent that found criminalizing this behavior when there are not sufficient options for housing could constitute cruel and unusual punishment. The US Supreme Court has recently overturned that precedent in *Johnson v. Grants Pass*. As a result, the availability of housing options no longer limits the ability of the City to enforce the camping upon public property ordinance.

This amendment removes the housing availability restriction as well as the requirement that the ordinance be reviewed annually to determine the sufficiency of housing options. It should be noted that the City of San Angelo continues to work closely with the Homeless Coalition to find ways to address the problem of homelessness in our community.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Ordinance amending camping in public places Ordinance amending camping in public places.docx

Presentation:

Theresa James

Approvals/Reviews:

Theresa James

Theresa James

Heather Stastny

Created/Initiated

Approved

Final Approval

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF SAN ANGELO, TEXAS BY DELETING CHAPTER 9 “PARKS, LAKES AND OTHER PUBLIC PLACES”, ARTICLE 9.05 “CAMPING ON MUNICIPAL FACILITY OR PUBLIC PROPERTY”, SECTION 9.05.004(4) AND SECTION 9.05.006 “ANNUAL REVIEW”; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

- 1) **THAT**, Chapter 9, Article 9.05, Section 9.05.004(4) of the San Angelo Code of Ordinances which reads “At such times it has been determined by the city department family and neighborhood services that there are not a sufficient number of emergency or affordable housing options to meet the needs of the community” is hereby deleted.
- 2) **THAT**, Chapter 9, Article 9.05, Section 9.05.006 “Annual review” of the San Angelo Code of Ordinances which reads “This article shall be reviewed on an annual basis beginning October 1, 2018 to determine whether the number of available emergency and affordable housing options are sufficient to meet the current needs of the community” is hereby deleted.
- 3) **THAT**, all remaining provisions not amended by this ordinance remain in full force and effect.
- 4) **THAT**, the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

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

- 5) **THAT**, this Ordinance shall be effective on, from, and after the date of its passage and publication as required by law.

INTRODUCED on the 1st day of August 8, 2024, and finally **PASSED, APPROVED** and **ADOPTED** on this the 19th day of August, 2024.

CITY OF SAN ANGELO:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

Approved as to Form:

Theresa James, City Attorney