



## City Council Agenda 8/19/2024

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

**1. Call to Order**

**2. Chaplain Prayer & Pledges**

**3. Proclamations/Recognitions**

- a. Proclamation of August 20, 2024, as the 60th Anniversary of the Economic Opportunity Act

**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 August 8, 2024, City Council regular meeting minutes (Heather Stastny)
- b. Consider a second amendment to the Commercial Lease Agreement with Sports Next Level, LLC providing for a 40-year lease term, which will allow the Tenant to obtain financing and continue development of the Sports Complex located at 2838 College Hills Blvd. (Sarah Tackett-Torres, Shane Kelton)
- c. Consider awarding RE-03-24 City Farm Lease for +/-215.874 acres north of the landfill to Plantation Farms Inc. in the amount of \$25,000 per year (Sarah Tackett-Torres, Jeremy Miller)
- d. Consider approving a contract with Civic Plus, LLC in the amount of \$73,206 for the redesign of the City's website and a 3-year contract for hosting and support, and authorizing the City Manager to negotiate and execute all related documents (Brian Groves)
- e. Consider approving a renewal agreement through BuyBoard Contract 648-21 with Axon Enterprise, Inc. in the amount of \$3,743,745.83 for BWC4, Fleet 3, Evidence storage, user licenses, ALPR, and Auto-transcribe features, and authorizing the City Manager to negotiate and execute all related documents (Travis Griffith)
- f. Consider approving Task Order #6 with Freese and Nichols, Inc. under RFQ PW-01-23 for professional services for the design of Concho River Bank Stabilization Project totaling \$64,226 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- g. Consider approving a month-to-month agreement with Skyline Aviation to lease space in the Airport Terminal in the amount of \$2,850/month and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgadson)

- h. Consider a resolution authorizing a continuation of the Passenger Facility Charge program at the San Angelo Regional Airport and authorizing the Airport Director to submit a new PFC application for collection authority (Jeremy Valgardson)
- i. Second reading of an ordinance for 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's Economic Development & Tourism through the Economic Development Bank as an Enterprise Project (Michael Dane)
- j. Second reading 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 (Michael Dane)
- k. Second reading of an ordinance amending Chapter 9, Article 9.05 "Camping on Municipal Facility or Public Property" (Theresa James)

## **6. Regular Agenda**

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

- a. Direction considering a proposal for 29th St. Youth Sports Practice Area from Basic IDIQ in the amount of \$1,461,000 for construction services (Alfonso Torres)
- b. Consider and adopt a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street improvement projects; and resolving other matters relating to the subject (Presentation made by Finance Director Tina Dierschke)
- c. Consider and adopt an ordinance authorizing the issuance and sale of City of San Angelo, Texas Tax Note, Series 2024; levying an annual ad valorem tax and providing for the payment of said note; providing an effective date; and enacting other provisions relating to the subject (Presentation made by Finance Director Tine Dierschke)
- d. Discussion and consideration of matters related to the fiscal year 2024-2025 operating budget including:
  - 1. first reading and public hearing of an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025. This budget will raise more total property taxes than last year's budget by \$5,960,706 (11.66%), and of that amount, \$671,739 is tax revenue to be raised from new property added to the tax roll; and,
  - 2. conducting a separate vote to ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for September 3, 2024, a regular meeting of the City Council as an action item (Presentation made by Finance Director Tina Dierschke)
- e. First reading and public hearing of an ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2024-2025 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city

operated website; and, providing for an effective date (Presentation made by Finance Director Tina Dierschke)

- f. First reading and public hearing of an ordinance amending Appendix A, Article A8.000, Subsection A8.002 Monthly Water and Water Reclamation Rates (Presentation made by Operations Director Patrick Frerich)
- g. First reading and public hearing of an ordinance amending Appendix A, Article A8.000, Subsection A8.019 Landfill Charges (Presentation made by Operations Director Patrick Frerich)
- h. First reading and public hearing of an ordinance amending Appendix A, Article A8.000, Subsection A8.021 Municipal Drainage Utility System Fees (Presentation made by Operations Director Patrick Frerich)
- i. First reading and public hearing of an ordinance amending PD02-01, a request to allow structures to be built within 50-ft. of Ben Ficklin Ave., located at 1326 The Crossing Ave., with a base zoning of Office Warehouse (Presentation made by Planning and Development Services Director Aaron Vannoy)
- j. First reading and public hearing on an ordinance for PD24-04 Shriner's Point, a request to rezone a property on the 1000 block of E. 40th St. from Single-Family Residential to a Planned Development with a base zoning of Single-Family Residential (Presentation made by Planning and Development Services Director Aaron Vannoy)
- k. First reading and public hearing of an ordinance for Z24-05, a request to rezone from Low Rise Multi-Family Residential to General Commercial located at 5129 W. Houston Harte Expy. (Presentation made by Planning and Development Services Director Aaron Vannoy)
- l. First reading and public hearing of an ordinance for Z24-06, a request to zone an unzoned tract to Single-Family Residential in conjunction with a prior approved annexation, located in Bentwood Country Club Estates, a 22.096 acre tract located east of Riviera Ln. and Clubhouse Ln. (Presentation made by Planning and Development Services Director Aaron Vannoy)

## **7. Closed Session**

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

- a. Section 551.072 Deliberations about Real Property regarding +/-11.82 acres located at 742 W. 14th St.
- b. Section 551.072 Deliberations about real property regarding 72 E. Avenue D.
- c. Section 551.071 - Consultation with attorney regarding UCRA agreements

## **8. Follow Up and Administrative Issues**

- a. Consider items discussed in Executive Session, if needed
- b. Announcements and consideration of Future Agenda Items

## **9. Adjournment**

## **CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 15th day of August 2024, at 8:54 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](http://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](mailto:Heather.Stastny@cosatx.us). Time limits for discussion are as stated above and materials cannot exceed 10-pages. Citizens bringing materials for distribution to City Council members during the meeting must bring a minimum of 12 copies.

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

# Proclamation

The Economic Opportunity Act was signed into law by President Lyndon B. Johnson on August 20, 1964, marking a pivotal moment in the fight against poverty and the promotion of economic self-sufficiency for all Americans. This landmark legislation gave rise to the Community Action movement, empowering local agencies to address the unique needs of their communities through innovative and comprehensive programs. For the past 60 years, Community Action Agencies across the nation have been dedicated to improving the lives of low-income individuals and families, fostering economic stability, and promoting social equity.

Concho Valley Community Action Agency (CVCAA) has been a cornerstone of support and empowerment in our region since 1966, providing essential services and opportunities to those in need. CVCAA's commitment to fostering self-sufficiency and enhancing the quality of life for residents of the Concho Valley has made a profound impact on our community, helping countless individuals achieve their goals and build a brighter future.

CVCAA alongside the network of 38 Community Action Agencies in Texas, and the 1000 Community Action Agencies nationwide, continues to change people's lives, embody the spirit of hope, improve communities, and make America a better place to live. Community Action cares about the entire community and is dedicated to helping people help themselves and each other. The City of San Angelo recognizes and celebrates the tireless efforts and significant contributions of Concho Valley Community Action Agency and all Community Action Agencies in their mission to eliminate poverty and promote economic opportunity by helping people and changing lives.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, do hereby proclaim August 20, 2024, as a day of celebration and recognition for the

**60<sup>th</sup> Anniversary of the Economic Opportunity Act and Community Action in America** and urge all citizens to join in honoring the invaluable work of the Concho Valley Community Action Agency and its dedication to our community.

In Witness Whereof, I have set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 19<sup>th</sup> day of August 2024.

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**Brenda Gunter**  
**Mayor of the City of San Angelo**

City of San Angelo, Texas  
Regular City Council Meeting  
Thursday, August 8, 2024

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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 8:34 a.m. on Thursday, August 8, 2024 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

**2. Chaplain Prayer & Pledges**

An invocation was provided by San Angelo Police Chief Chaplain Gary Jenkins, and pledges were led by San Angelo Police Department Chaplain Marcella Jenkins.

**3. Proclamations/Recognitions**

Fess Parker was recognized.

**4. Public Comment**

KSAB Manager Charlotte Anderson announced KSAB was awarded the Texas Environmental Leadership Award for Excellence in Environmental Education.

Citizen Karen Martin (SMD 1) highlighted programs provided by the Elks Lodge.

Citizen Ginger Moore (SMD 1) spoke in support of Elks Lodge, and announced TGC Appraisal District Board will be meeting on Tuesday, August 13 at 11 a.m.

Jamal Schumpert (SMD 4) expressed concerns about overgrown grass, runoff pollution, and general code enforcement issues.

Parks and Recreation Director Carl White introduced new Recreation Manager Jesse Benes.

**5. Consent Agenda**

- a. Approval of the July 16, 2024, City Council regular meeting minutes and July 16, 2024, Budget Workshop minutes (Heather Stastny)
- b. Award of 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. Approval of 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. Approval of 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. Adoption of 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) (Pg. 272 2024-057)
- f. Approval of 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. Ratification of 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. Ratification of 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. Adoption 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) (Pg. 273, 2024-058)

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

*Citizen Jamal Schumpert (SMD 4) expressed concerns about testing effecting the Drought Contingency Program and Concho River program.*

Motion: Council Member Hiebert made a motion, seconded by Council Member Thomas, to approve item 5c. as presented by Public Works Executive Director Shane Kelton. The motion carried unanimously (7) ayes to (0) nays.

*Citizen Jamal Schumpert (SMD 4) inquired about changes in the contract.*

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve item 5d. as presented by Public Works Executive Director Shane Kelton. The motion carried unanimously (7) ayes to (0) nays.

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

*Citizen Jamal Schumpert (SMD 4) spoke in opposition of the sale price.*

Motion: Council Member Miller made a motion, seconded by Council Member Hiebert, to approve item 5g. as presented by Economic Development Interim Director Michael Dane. The motion carried unanimously (7) ayes to (0) nays.

## 6. Regular Agenda

- a. Adoption of 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 (Pg. 277, 2024-059)

2. Resolution authorizing the City Manager to negotiate and execute an Advanced Funding Agreement with TxDOT for Phase II of the CACP (Patrick Frerich) (Pg. 278, 2024-060)

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

- b. 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)

Motion: Council Member Thomas made a motion, seconded by Council Member Miller, to approve the item, adopting the property tax rate at .7557 as presented. A record vote was taken, and the motion carried unanimously (7) ayes (Council Members Hiebert, Thompson, Thomas, Gonzales, Hesse Smith, Miller, and Mayor Gunter) to (0) nays, with no public comment.

- 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)

*Citizen Jamaal Schumpert (SMD 4) spoke in favor of the proposed change.*

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

- 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)

Motion: Council Member Thomas 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.

- 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)

*Citizen Jamaal Schumpert (SMD 4) spoke in opposition of changes citing difficulty of enforcement.*

*Citizen Ginger Moore (SMD 1) inquired about inclusive hours of enforcement.*

*CVCAA Mike Burnett (SMD 1) encouraged continued efforts to assist the homeless population.*

Motion: Council Member Thompson made a motion, seconded by Council Member Miller, to approve the item as presented by Assistant City Attorney Brandon Dyson. The motion carried unanimously (7) ayes to (0) nays.

## 7. Closed Session

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

- a. Section 551.072 – Deliberations about real property regarding 72 E. Avenue D

**8. Follow Up and Administrative Issues**

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

No action taken on this item.

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

**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 10:44 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

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

Meeting Date: August 19, 2024

Item type: Consent Item

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## **Caption:**

Consider a second amendment to the Commercial Lease Agreement with Sports Next Level, LLC providing for a 40-year lease term, which will allow the Tenant to obtain financing and continue development of the Sports Complex located at 2838 College Hills Blvd. (Sarah Tackett-Torres, Shane Kelton)

## **Staff Recommendation:**

Approve

## **Summary/History:**

The current lease is 25 years. This extension will add 15 years to the current lease agreement. The Commercial Lease Policy was amended to allow for maximum 40-year leases.

## **Funding Source(s):**

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

1. 2nd Amendment - Sports Next Level - 2024      2nd Amendment - Sports Next Level - 2024.pdf

## **Presentation:**

Sarah Tackett-Torres, Shane Kelton

## **Approvals/Reviews:**

Sarah Tackett-Torres  
Theresa James  
Heather Stastny

Created/Initiated  
Approved  
Final Approval

**SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

This Second Amendment to Commercial Lease Agreement (“Lease”) is made and entered into by and between the CITY OF SAN ANGELO, a Texas home rule municipal corporation, (“Landlord”), and SPORTS NEXT LEVEL, LLC, a Texas limited liability company (“Tenant”).

**RECITALS**

WHEREAS, Landlord executed a written Commercial Lease Agreement with Sports Next Level, LLC, for property located at 2838 College Hills Blvd, as filed of record in Instrument No. 201911159, Official Public Records, Tom Green County, Texas; and

WHEREAS, the San Angelo City Council, on August 19, 2024, approved a Second Amendment to Commercial Lease Agreement; and

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

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

1. The foregoing recitals are acknowledged by the parties to this Second Amendment to Commercial Lease Agreement to be true and correct, and are adopted as part of this Second Amendment.

2. **Term** on page 1 is amended and restated in its entirety to read as follows:

**Term:** The primary term of this lease shall be forty (40) years beginning July 1, 2020 and ending June 30, 2060.

3. **Rental** on page 1 is amended and restated I its entirety to read as follows:

**Rental:** Tenant shall pay Landlord annual rent payable in monthly installments during the term of this Lease.

Annual rent shall increase at a rate of 20% every five years during the term of the Lease, and shall be paid in monthly installments as listed below:

TERM	ANNUAL RENT	MONTHLY INSTALLMENTS
July 1, 2020 – June 30, 2025	\$6,000.00	\$ 500.00
July 1, 2025 – June 30, 2030	\$7,200.00	\$ 600.00
July 1, 2030 – June 30, 2035	\$8,640.00	\$ 720.00
July 1, 2035 – June 30, 2040	\$10,368.00	\$ 864.00
July 1, 2040 – June 30, 2045	\$12,462.00	\$1,037.00
July 1, 2045 – June 30, 2050	\$14,954.00	\$1,246.00
July 1, 2050 – June 30, 2055	\$17,948.00	\$1,495.00
July 1, 2055 – June 30, 2060	\$21,534.00	\$1,794.00

- 4. All provisions of the Lease not amended by this First Amendment shall remain and continue in full force and effect.
- 5. This Second Amendment to Commercial Lease shall be effective September 1, 2024.

EXECUTED in duplicate originals by:

**TENANT:**  
SPORTS NEXT LEVEL, LLC

By: \_\_\_\_\_  
Shawn Box, President

**LANDLORD:**  
CITY OF SAN ANGELO

Attest:

\_\_\_\_\_  
Heather Stastny, City Clerk

By: \_\_\_\_\_  
Daniel Valenzuela, City Manager

STATE OF TEXAS §  
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by **SHAWN BOX**, as President of **SPORTS NEXT LEVE, LLC**, a Texas limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by **DANIEL VALENZUELA**, as City Manager of the **CITY OF SAN ANGELO**, a Texas municipal corporation, on behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Notary Public, State of Texas

Approved as to Form:

Approved as to Content:

\_\_\_\_\_  
Brandon Dyson, Assistant City Attorney

\_\_\_\_\_  
Sarah Tackett-Torres, Real Estate Manger

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: August 19, 2024

Item type: Consent Item

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## **Caption:**

Consider awarding RE-03-24 City Farm Lease for +/-215.874 acres north of the landfill to Plantation Farms Inc. in the amount of \$25,000 per year (Sarah Tackett-Torres, Jeremy Miller)

## **Staff Recommendation:**

Approve

## **Summary/History:**

A request for bids was sent out, 2 bids were received. The terms of the new lease will be 5 years. The rate for year 1 will be bid amount; 2% increase for each subsequent year. The City will retain a right of cancellation with notice.

## **Funding Source(s):**

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                                   |                                       |
|----|-----------------------------------|---------------------------------------|
| 1. | RE-03-24 Bid Tabulation           | RE-03-24 Bid Tabulation.pdf           |
| 2. | SEPTEMBER CITY FARM LEASE - DRAFT | SEPTEMBER CITY FARM LEASE - DRAFT.pdf |

## **Presentation:**

Sarah Tackett-Torres, Jeremy Miller

## **Approvals/Reviews:**

Sarah Tackett-Torres  
Theresa James  
Heather Stastny

Created/Initiated  
Approved  
Final Approval





**RFB Bid Tabulation**

RE-03-24 • Property North of Landfill Agricultural Lease

Thursday, July 25, 2024 2:00 p.m.

#	Items	Units	A&M Farms, LLC		Plantation Farms Inc	
			Unit Price	Total Cost	Unit Price	Total Cost
#0-1	215.874± Acres	1st Year of Lease	\$18,350.00	\$18,350.00	\$25,000.00	\$25,000.00

# Grazing and Agricultural Lease Agreement

## Basic Terms

Date: SEPTEMBER 1, 2024

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

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

Tenant: PLANTATION FARMS, INC.

Tenant's Address: PO Box 321, Wall, Tom Green County, Texas 76957

Home Phone: (325) xxx-xxxx Email: xxxxxxxxxxxxxxxx

Leased Premises: SURFACE ESTATE ONLY of approximately 251.874 acres of land out of Sarah R. Robertson Survey 178 in Tom Green County, as shown on the attached **Exhibit "A"** ("Leased Premises") which is incorporated herein by reference for all purposes.

Landlord's Reservation of Rights: Landlord reserves the right at any time to execute and deliver valid oil, gas and other mineral leases and valid right-of-way easements for gas, oil, water or sewer pipe lines, roads, telephone, telegraph or electric transmission lines covering Leased Premises or any part thereof. In such event, this Lease shall be subject and subordinate to the rights, terms and privileges of any such oil, gas or other mineral lease or such easements as may have been executed heretofore or hereafter by Landlord. Rent payable under this Lease will be adjusted for any productive acreage damaged by the exercise of any such reserved right.

Effective Date: TBD

Termination Date: TBD

Permitted Use: Leased Premises shall be used for grazing, cultivation and uses normally incident thereto, and for no other purpose.

Initial Payment: Initial Rent Payment due and payable on execution of this Lease, is the sum of Seventy-Five Dollars (\$75.00) – one time Granting Fee.

Annual Rent: Annual Rent shall be paid on or before **January 1<sup>st</sup>** of each year, during the term of this Lease, the sum per year as listed below:

First Year	\$xxxxx
Second Year	\$xxx +2%
Third Year	\$xxx +2%
Fourth Year	\$xxx +2%
Fifth Year	\$xxx +2%

## Clauses and Covenants

### A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Effective Date and ending on the Termination Date.
2. Obey all laws, ordinances, rules and regulations relating to Tenant's use and maintenance of the Leased Premises, including Code of Ordinances of the City of San Angelo. Any breach of said ordinances, rules or regulations shall be deemed a default of this Lease Agreement, and, at the option of the Landlord, may result in termination of this Lease.
3. Pay in advance the Initial Rent Payment, and on or before **January 1<sup>st</sup>** of each year during the term of this Lease, the Annual Rent to Landlord at Landlord's Address, 72 W. College, San Angelo, Texas 76903.
4. Pay to Landlord a late charge and interest for any rent received by Landlord after the date that the rent is due in accordance with applicable ordinances and fee schedules, provided however, that acceptance by Landlord of late charges or interest shall not be construed as a waiver of the right of Landlord to terminate this Lease at its option as authorized herein.
5. Pay all taxes on Tenant's property located on the Leased Premises.
6. Leased Premises shall be used by Lessee for grazing, cultivation and uses normally incident thereto, including maintenance as fallow land, and for no other purpose. (hereinafter "Permitted Use") If at any time the Leased Premises and any improvements thereon shall cease to be used for such purpose, Landlord shall have the right to terminate this Lease by written notice given to Tenant, no less than thirty (30) days prior to the date of termination.
7. At Tenant's sole expense, keep and maintain fences and other improvements now on the Leased Premises in good condition, maintain landscape, and keep said Premises clean and cleared of all objectionable matter, including accumulations of trash, personal property, brush, and accumulations of dead vegetation. In the event Tenant shall fail to maintain Leased Premises in a manner acceptable to Landlord as herein required, after notice of default to Tenant, Landlord may enter upon the Leased Premises without further notice and cause Leased Premises to be cleaned, cleared, and mowed, and may dispose of all objectionable matter in the manner deemed appropriate by Landlord. Tenant expressly authorizes the cost of any such clearing, cleaning, mowing and disposal to be billed to Tenant separately as rent or added to the next Annual Rent payment due, interest at the ten percent (10%) per annum, beginning thirty (30) days from the date on which the work was completed, and continuing until such cost is paid in full.
8. Tenant's Permitted Use shall be restricted to use only of the Leased Premises and shall not extend to any other property of the Landlord. Tenant's use of the Leased Premises shall be in compliance with applicable federal, state and local laws and regulations.

9. Vacate the Leased Premises on the last day of the Term. Any crops not harvested prior to expiration of the Term shall become the sole property of Landlord, without liability or reimbursement due to Tenant.

10. Indemnify, Defend, and Hold Harmless Landlord as follows:

a. **TENANT FURTHER AGREES TO INDEMNIFY DEFEND, AND HOLD HARMLESS, LANDLORD, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS FOR DEATH, PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE), FAULT, LIABILITIES, DEMANDS, SUITS, CAUSES OF ACTIONS OR PROCEEDINGS OF ANY KIND OR NATURE, FOR LOSSES OR DAMAGES INCLUDING ATTORNEYS' FEES AND COST OF DEFENSE, WHICH THE INDEMNIFIED PARTIES MAY INCUR ARISING OUT OF THE NEGLIGENCE, ERROR, OMISSION, INTENTIONAL ACTS OR OTHER CAUSE, RESULTING DIRECTLY OR INDIRECTLY FROM, OR IN ANY WAY RELATING TO THE EXERCISE BY TENANT OF THE PRIVILEGES CONFERRED BY THIS LEASE.**

b. **ENVIRONMENTAL INDEMNIFICATION. TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD, ITS OFFICERS, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR PRIVATE INDIVIDUALS OR ENTITIES IN CONNECTION WITH OR RESULTING FROM OR ARISING OUT OF TENANTS HANDLING, COLLECTION, TRANSPORTATION, STORAGE, DISPOSAL, TREATMENT, RECOVERY, AND/OR REUSE BY ANY PERSON UNDER TENANT'S DIRECTION OR CONTROL OF WASTE COLLECTED, TRANSPORTED OR LANDFILLED OR ANY CLEANUP ASSOCIATED WITH ENVIRONMENTAL CONTAMINATION, WHETHER SUCH CLEANUP IS OF AIR, SOIL, STRUCTURE, GROUND WATER OR SURFACE WATER CONTAMINATION. TENANT SPECIFICALLY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AGAINST ALL CLAIMS, DAMAGES AND LIABILITIES OF WHATEVER NATURE ASSERTED UNDER CERCLA CAUSED BY ACTS OR OMISSIONS OF TENANT REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. TENANT SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF TENANT REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. IT IS THE INTENT OF THE PARTIES THAT THIS SECTION SHALL IN NO WAY LIMIT OTHER COVERAGE HEREIN AS IT MAY RELATE TO ANY ENVIRONMENTAL CLAIM, DAMAGE, LOSS OR LIABILITY OF ANY KIND.**

THIS INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE THE INDEMNIFYING PARTY TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. Maintain Insurance in accordance with the attached Insurance Addendum and as follows:

a. Tenant shall obtain and maintain continuously in effect at all times during the term hereof, at Tenant's sole expense, minimum general liability insurance in the amount of at least \$100,000.00 combined single limit liability per occurrence for bodily injury and property damage. This insurance shall be an occurrence-type policy and shall protect Landlord against liability which may accrue against Landlord by reason of Tenant's occupancy or control over the Leased Premises, or wrongful conduct incident to the use thereof, resulting from any accident or event occurring on or about the Leased Premises. All insurance policies required herein shall be drawn in the name of Tenant, with Landlord, its council members, officials, officers, directors, agents and employees named as additional insureds.

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

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

d. The procuring of such policies of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance of its obligations under the indemnification provisions of this Lease. Tenant's obligations are, notwithstanding said policies of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its occupation or control over the Leased Premises pursuant to this Lease or any extension thereof.

12. Cultivate the Leased Premises in a timely, thorough, and farmerlike manner, employing the best methods of farming customarily practiced on like crops in the area.

13. Maintain adequate records on all matters related to the Permitted Uses and provide Landlords copies upon request.

14. Keep all gates on the Leased Premises closed and locked.

**B. Tenant agrees not to—**

1. Use the Leased Premises for any purpose other than the Permitted Use, including that:
  - a. No improvements or construction work, including but not limited to living quarters, buildings, pump houses, water wells, storage buildings, excavations, fills, or other types of structures or improvements shall be built or placed on the Leased Premises.
  - b. No storage of personal property shall be permitted on the Leased Premises, including equipment, machinery, vehicles, appliances, temporary electrical wiring, materials, or supplies.
2. Create or allow any nuisance or waste on Leased Premises.
3. Alter the Leased Premises, including:
  - a. Clearing new roads, or locating on Leased Premises any type of manufactured housing or mobile home.
  - b. Removing any trees from Leased Premises without first obtaining permission from Landlord.
4. Allow a lien to be placed on the Leased Premises or on the crops raised on or harvested from the Leased Premises.
5. Assign this Lease or sublease any portion of the Leased Premises without Landlord's written consent.
6. Hunt or fish on the Leased Premises; except for deer hunting. Tenant, Tenant's spouse and children are allowed to hunt deer on the premises in accordance with all applicable local, state or federal laws. Tenant shall not allow any other individuals to hunt deer on the premises.
7. Litter or leave trash or debris on the Leased Premises.

**C. Landlord agrees to—**

Lease to Tenant the Leased Premises beginning on the Commencement Date and ending on the Termination Date unless earlier terminated as herein provided, subject to: easements of record, Landlord's Reservation of Rights, and Tenant's compliance with the terms and conditions of this Lease.

**D. Landlord agrees not to—**

Allow any use of the Leased Premises inconsistent with Tenant's Permitted Use, subject to the Reservation of Rights herein stated, so long as Tenant is not in default.

**E. Special Conditions:**

1. *Limited Use.* Leased Premises shall not be used for a dairy operation or a high-density cattle or commercial feedlot operation or facility. The maximum stocking rate of live stock on the premises, unless approved otherwise by Landlord, shall be 2 acres per animal unit on irrigated pasture land; 15 acres per animal unit on non-irrigated pasture land; 2 acres per animal unit on irrigated cropland with small grain or forage sorghum and 3 acres per animal unit on non-irrigated cropland with small grain or forage sorghum. Animal unit shall be as defined by the Natural Resources Conservation Service, NRCS.
2. *Effluent Holding Lagoon Site.* No livestock will be permitted on the effluent holding lagoon site.
3. *Treated Wastewater Effluent.* Landlord shall have the right at any time to utilize Leased Premises for disposal of treated wastewater effluent. Landlord shall not be liable for any harm or damages that may result to Tenant's crops, grasses, hay, cattle or operations from the application of the effluent to the Leased Premises. Tenant shall coordinate his operation to accommodate disposal of the effluent. Landlord shall have the right to irrigate such areas in the Leased Premises in amounts as authorized under the permit from the State of Texas. Landlord does not portray or guarantee that there will ever be any effluent available to Tenants for irrigation.
4. *Pivots.* Landlord will be allowed to operate pivots as needed for maintenance. Pivots will normally be parked in a place that will be considered the storage location. Landlord will not be responsible for maintenance of areas around pivots.
5. *Flood Irrigation Fields.* Existing flood irrigation fields shall be maintained and borders shall not be removed.

**F. Landlord and Tenant mutually agree to the following:**

1. *Rent Adjustment.* Landlord and Tenant agree yearly rent shall escalate at a rate of 2% as detailed in section entitled Annual Rent.
2. *Temporary Improvements.* Tenant may place temporary improvements on Leased Premises only with the prior, written approval of Landlord. Such improvements shall be for agricultural and grazing purposes only. Temporary improvements for other purposes are prohibited. Nothing shall be constructed, placed, or planted on Leased Premises which will in any way obstruct the natural flow of drainage or of rising water. Temporary improvements shall not include walls or be more than ten (10) feet in height. Tenant shall secure any required permits prior to placement of any temporary improvement on the Leased Premises. Temporary improvements shall be constructed in compliance with all applicable codes, laws, rules or regulation. Improvements permitted and erected by Tenant shall be Tenant's property during the Term of this Lease. Prior to termination of this Lease, Tenant shall remove all alterations, additions and improvements erected by Tenant and restore the Leased Premises to its original condition by the Lease Termination Date or upon earlier vacating of the Leased Premises. However, Landlord shall have the right to elect, during the thirty (30) days prior to termination or earlier vacating of the Leased Premises,

that any such alterations, additions and improvements shall become the property of Landlord as of the date of termination or upon earlier vacating of the Leased Premises, and that they shall not be removed by Tenant. If any property which is required to be removed is not removed, then Landlord, in addition to all other rights or remedies may, at its election, deem that the property has been abandoned by Tenant to Landlord, but no such election shall relieve Tenant of the cost to remove the property or repair any damage.

3. *Water Usage.* Landlord does not warrant the availability of water. Tenant, subject to approval by Landlord, may utilize ground water from wells on the property for stock watering. Tenant shall be responsible for all costs associated with constructing, operating and maintaining any stock watering systems on the Leased Premises. At the conclusion of this Lease, Tenant shall be allowed to remove from the premises any stock watering systems placed on the premises by Tenant which may be removed without damaging the Leased Premises, exclusive of underground piping. Any underground piping and associated appurtenances shall not be removed and shall become the property of the City. Usage of the groundwater by Tenant shall be in accordance with and subject to any requirements of state or federal agencies or the local underground water district. No water from wells on property shall leave Leased Premises. At no time shall water from river be utilized by Tenant. No water well may be drilled on the property without the prior written approval of Landlord. No monitoring wells may be used for water well purposes. No irrigation wells are to be drilled on the Leased Premises.

4. *Farm Subsidy Program.* So long as Tenant is not in default under the terms of this Lease, Tenant shall retain all proceeds from any farm subsidy program applicable to the raising of crops or livestock on the Leased Premises.

5. *Highly Erodible Land.* Portions and possibly all the Leased Premises may be classified as "Highly Erodible" by the Conservation Service under federal farm programs. As may be applicable, Tenant shall be responsible for implementing and following any conservation plan required for the Leased Premises by the United States Department of Agriculture.

6. *Release of Claims.* Tenant expressly releases Landlord, its officials, officers, agents, and employees from any and all claims and damages of any kind whatsoever by reason of the condition of Leased Premises, or any improvements thereon, or any damages or loss incurred by Tenant relating to Tenant's use of the Leased Premises or exercise of the privileges granted hereunder.

7. *Livestock.* Landlord will not be responsible for the death, loss or theft of any livestock from the leased premises. Any dead animal must be removed from the leased premises within twenty-four (24) hours of death at tenant's expense. Landlord assumes no liability for the death or injury to any livestock, regardless of cause.

8. *Termination of Lease for Public Purposes.* If Landlord shall deem that Leased Premises are required for any public purpose during the term of this Lease, Landlord shall

have the right to terminate this Lease by giving ninety (90) days written notice to Tenant of Landlord's election to terminate the Lease. Tenant shall promptly deliver possession of Leased Premises to Landlord on the effective date of termination or crops are harvested from the cultivated land, whichever is later.

9. *No Encumbrances.* Tenant shall not have the right to encumber the Leased Premises.

10. *Transfer, Assignment and Subletting.* Tenant may not transfer, assign or sublet the Leased Premises, in whole or in part, without the prior written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.

11. *Debts Related to Leased Premises.*

a. *Utilities:* Any utility charges relating to Tenant's occupancy, control or use of the Leased Premises shall be paid in full by Tenant when due. Failure to timely pay such charges shall, at the option of Landlord, result in termination of this Lease.

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

12. *Landlord's Lien.* Tenant grants to Landlord a security interest in the collateral to secure payment and performance by Tenant of all obligations and payments due from Tenant under this lease. The collateral will include all of Tenant's crops, livestock, and personal property located or to be located on the Premises, and all products, proceeds, offspring, increase, governmental payments, insurance proceeds, documents of title, and warehouse receipts relating to such property.

This lease is a security agreement under both article 9 of the Texas Business and Commerce Code and the federal Food Security Act of 1985. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest. Tenant agrees to furnish to Landlord a list of the names and addresses of any buyer, commission merchant, or selling agent to or through whom Tenant may sell the collateral. Tenant agrees to notify Landlord of the identity of any buyer, commission merchant, selling agent, or warehouse to or with whom Tenant intends to sell or store the collateral within seven days before any sale or storage of the collateral.

13. *Default by Tenant/Events.* The following shall constitute events of default by Tenant:

- a. failing to timely pay Annual Rent or any other fee or charge when due under the terms of this Lease Agreement; or,
- b. failing to comply within thirty (30) days after written notice with any provision of this Lease Agreement other than failing to timely pay Annual Rent.

14. *Default by Tenant/Landlord's Remedies.* Landlord's remedy for Tenant's default, after compliance with the notice provisions hereof, is to terminate this Lease Agreement by written notice, take possession of the Leased Premises, and seek judicial relief for costs, rents due and such other damages or relief to which Landlord may be entitled. Landlord may enter and take physical possession and control over the Leased Premises on termination of this Lease by self-help, and may prohibit the Tenant in default or any other person who may be occupying the Leased Premises, from access thereto or the use thereof, and shall not be liable in trespass or for damages therefore.

15. *Default/Waiver/Mitigation.* It is not a waiver of default if the Landlord fails to declare immediately a default or delays in taking any action. Pursuit of any remedy set forth in this Lease does not preclude pursuit of other remedies under this Lease or provided by law.

16. *Reimbursement of Landlord's Expenses.* Tenant shall reimburse Landlord on demand for all of Landlord's expenses, including but not limited to attorney's fees and court costs, incurred in enforcing any of Tenant's obligations under this Lease or in terminating this Lease and retaking physical possession of the Leased Premises on Tenant's default.

17. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

18. *Disclaimer of Warranties.* ALL WARRANTIES OF LANDLORD THAT MAY ARISE IN COMMON LAW ARE EXCLUDED LANDLORD GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS WRITTEN LEASE AGREEMENT.

19. *Notices.* Any notice required or permitted under this Lease must be in writing and delivered to the address for the recipient party. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) on the third day after deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address below. Notice may also be given by personal delivery or commercial courier delivery and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other party as provided herein.

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

**TENANT:**

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

[Signature Page to Follow]

DRAFT

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2024

**TENANT:**  
XXXXXX

\_\_\_\_\_  
XXXXXXXX

**LANDLORD:**  
CITY OF SAN ANGELO

Attest:

\_\_\_\_\_  
Heather Stastny, City Clerk

By: \_\_\_\_\_  
Daniel Valenzuela, City Manager

Approved for Content:

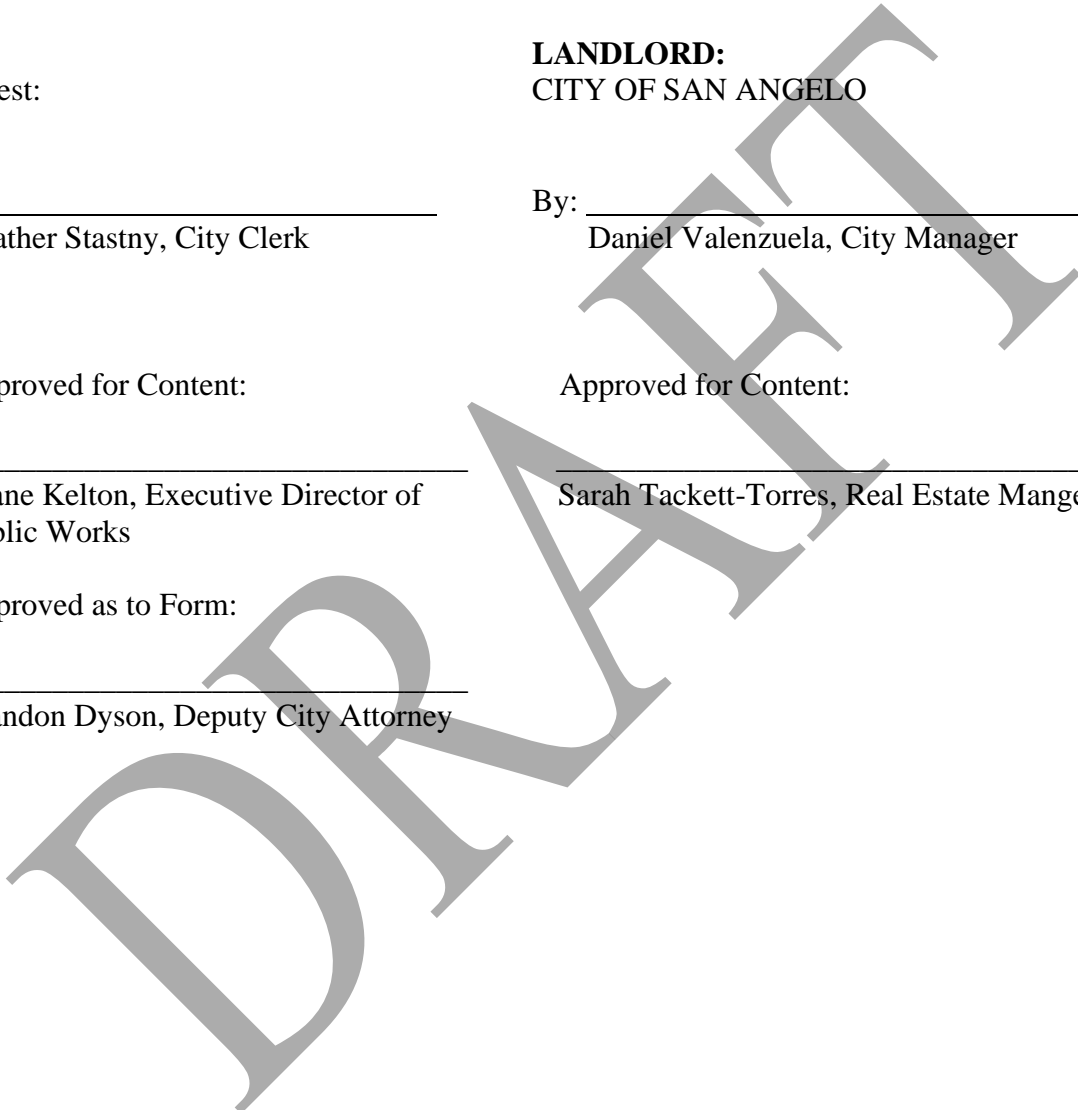
Approved for Content:

\_\_\_\_\_  
Shane Kelton, Executive Director of  
Public Works

\_\_\_\_\_  
Sarah Tackett-Torres, Real Estate Manger

Approved as to Form:

\_\_\_\_\_  
Brandon Dyson, Deputy City Attorney



Insurance Addendum to Lease  
Lease Agreement

Date: xxxxxxxx

Landlord: City of San Angelo, a home rule municipal corporation

Tenants: xxxxxxxxxxxx

This insurance addendum is part of the Lease.

**Tenant agrees to—**

1. Maintain the liability insurance policies required below (mark applicable boxes) during the Term and any period before or after the Term when Tenant is present on the Leased Premises:

<b>Type of Insurance</b>	<b>Minimum Policy Limit</b>	
<input type="checkbox"/> Commercial General Liability or equivalent Farm/Ranch Liability	Per occurrence:	\$150,000.00
	Aggregate:	\$150,000.00

2. Comply with the following additional insurance requirements:

- a. All liability policies must be endorsed to name Landlord as an “additional insured” on a form that does not exclude coverage for the sole or contributory ordinary negligence of Landlord and must not be endorsed to exclude the sole negligence of Landlord from the definition of “insured contract.”
- b. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Leased Premises and thereafter at least ten days before the expiration of the policies.

[End of Insurance Addendum]

## EXHIBIT "A"

### Property Description

Being 316.879 acres out of Sarah R. Robertson Survey 178, Tom Green County, Texas, said 316.879 acres also being out of a tract described in Warranty Deed from A. W. Walls to Frank Book, Jr. (hereinafter referred to as the Book tract) which is recorded at Volume 407, Page 519 of the Deed Records of Tom Green County and said 316.879 being more particularly described as follows:

Beginning at a ½" iron rod set at the southeast corner of said Sarah Robertson Survey 178, same being the southeast corner of said Book tract, and at the northeast corner of Washington County Railway Company Survey 179, same being the northeast corner of a certain 126.7 acre tract described in Warranty Deed from Brew J. Wall to the City of San Angelo which is recorded at Volume 814, Page 454 of the Deed Records of Tom Green County, Texas, in the west line of John Pollan Survey 3, Tom Green County, Texas;

Thence N89°39'55"W with the south line of said Sarah Robertson Survey 178, same being the south line of said Book tract, and the north line of said Survey 179, same being the northline of said 126.7 acre tract, at 1485.71 feet passing a 5/8" iron rod found at the northwest corner of said 126.7 acre tract, continuing with said south line of Sarah Robertson Survey 178, said south line of the Book tract and said north line of Survey 179 a total distance of 2639.21 feet to a ½" iron rod set at the southwest corner of said Sarah Robertson Survey 178, same being the southwest corner of said Book tract, the southeast corner of J.C. Mathews Survey 178, Tom Green County Texas, same being the southeast corner of a certain 320 acre tract described in Warranty Deed from G.L. Mathews et al to M. T. Burk et al which is recorded at Volume 434, Page 1 of the Deed Records of Tom Green County, Texas from which a 5/8" iron rod found at the northwest corner of a certain 131 acre tract described in Special Warranty Deed from the First City National Bank of San Angelo to the City of San Angelo which is recorded at Volume 669, Page 562 of the Deed Records of Tom Green County, Texas bears S32°25'52"W a distance of 29.77 feet;

Thence N00°25'03"E with the west line of said Sarah Robertson Survey 178, same being the west line of said Book tract, and with the east line of said J.C. Mathews Survey 178, same being the east line of said 320 acre tract, a distance of 5237.90 feet to a ½" iron rod set at the southwest corner of a certain 7.305 acre tract described in Deed from John H. Sefcik et ux to the State of Texas which is recorded at Volume 403, Page 390 of the Deed Records of Tom Green County, Texas and at the southeast corner of a certain 0.901 acre tract described as Parcel B in Deed from the Estate of C.A. Mathews to the State of Texas which is recorded at Volume 403, page 391 of the Deed Records of Tom Green County, Texas in the south line of State Highway Farm to Market Road 2105 from which a 5/8" iron pipe found in said south line of State Highway Farm to Market Road 2105 bears N89°44'33"W a distance of 8088.18 feet;

Thence S89°44'33"E with the south line of said 7.305 acre tract and said south line of State Highway Farm to Market Road 2105 a distance of 14.83 feet to a ½" iron rod set at an angle corner in said south line of the 7.305 acre tract and in said south line of State Highway Farm to Market Road 210.5

from which a found concrete ROW marker bears S75°24'46"W a distance of 2.61 feet;

Thence S89°44'40"E continuing with said south line of the 7.305 acre tract and said south line of State Highway Farm to Market Road 2105 a distance of 2614.66 feet to a ½" iron rod set in the east line of said Sarah Robertson Survey 178, same being the east line of said Book tract, and in the west line of Washington County Railway Company Survey 5 from which a ½" spike bears S89°44'40"E a distance of 22.34 feet from which a broken concrete ROW marker found at the north end of the southwest cutback line of the intersection of US Highway 277 and State Highway 2105 bears S89°44'40"E a distance of 4830.33 feet;

Thence S00°18'40"W with said east line of Sarah Robertson Survey 178, with said east line of the Book tract, and said west line of Survey 5 at 1233.83 feet passing the southwest corner of said Survey 5 and the northwest corner of said Survey 3 from which a 1½" iron pipe found at the northwest corner of a certain 501.327 acre tract described in Warranty Deed from Norwest Bank Texas, N.A. to Wilbert B. Block which is recorded at Volume 588, Page 84 of the Official Public Records of Real Property bears S45°00'00"E a distance of 39.27 feet, continuing with said east line of the Book tract, said east line of Sarah Robertson Survey 178 and said west line of Survey 3 a total distance of 5241.53 feet to the place of beginning, the herein described tract containing 316.879 acres of land.

**SAVE AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY:**

Being 65.005 acres out of Sarah R. Robertson Survey 178, Tom Green County, Texas, from said larger tract of 316.879 acres also being out of a tract described in General Warranty Deed from Frank Book, Jr. to City of San Angelo, found therein Exhibit A, which is recorded in Volume 1230, Page 827 of the Deed of Records of Tom Green County, Texas, moreover leaving 251.874 acres remaining from said 316.879 acre tract and being more particularly described as follows:

A strip of land 1073.30 feet wide, north of a certain 126.7 acre tract from Washington County Railway Company Survey 179 described in Volume 814, Page 454, north of a certain 131.00 acre tract from Washington County Railway Company Survey 179 described in Volume 669, Page 562, same being the south line of Sarah R. Robertson Survey 178, with said line that bears N 89°39'58" W a distance of 2639.21 feet, the herein described tract contains 65.005 acres of land.

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NOTE: All bearings and distances herein are based on the Texas Coordinate System - Central Zone, and are directly based on given bearings and distances in Exhibit A, Volume 1230, Page 827 of the Deed of Records of Tom Green County, Texas.



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Brian Groves, Public Information Officer, Public Information

Meeting Date: August 19, 2024

Item type: Consent Item

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## **Caption:**

Consider approving a contract with Civic Plus, LLC in the amount of \$73,206 for the redesign of the City's website and a 3-year contract for hosting and support, and authorizing the City Manager to negotiate and execute all related documents (Brian Groves)

## **Staff Recommendation:**

Approve

## **Summary/History:**

The City's website, designed in 2013, is outdated in both design and functionality and does not fully comply with ADA requirements. While City staff have made efforts to improve the accessibility of our website, some aspects can only be addressed through a complete redesign. The primary goal of this redesign is to ensure our website meets current and future ADA standards.

The Department of Justice's ruling in April 2024 mandates that local governments of our size comply with Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards by April 24, 2026. Although our Legal and Communications departments were already discussing a website redesign, this ruling has accelerated the process. The redesign is expected to take a minimum of 28 weeks to complete.

Fort Concho and the San Angelo Police Department maintain separate websites from the city's. Both departments have agreed to integrate their sites with the City's to ensure ADA compliance for local government websites. They will retain their unique URLs but will have their departmental pages hosted on the City's website.

The proposal from CivicPlus best meets all the requirements outlined by the committee. The City already has several applications by CivicPlus which would integrate seamlessly with a CivicPlus website. This was one of the major factors that helped the committee make our decision.

[Texas CivicPlus Website Previews Link](#)

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## **Funding Source(s):**

## **Financial Impact:**

CivicPlus - GSA contract (GS-35F-0124U)

The one-time cost of \$73,206 is budgeted for in the current fiscal year. The annual recurring cost for the hosting and support of this website is \$28,900 for the first two years. In year 3 the annual cost will incur a 3% uplift.

**Other Information/Recommendation:**

**Attachments:**

**Presentation:**

Brian Groves

**Approvals/Reviews:**

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

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: August 19, 2024

Item type: Consent Item

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## **Caption:**

Consider approving a renewal agreement through BuyBoard Contract 648-21 with Axon Enterprise, Inc. in the amount of \$3,743,745.83 for BWC4, Fleet 3, Evidence storage, user licenses, ALPR, and Auto-transcribe features, and authorizing the City Manager to negotiate and execute all related documents (Travis Griffith)

## **Staff Recommendation:**

Approve

## **Summary/History:**

Axon has been the San Angelo Police Department provider for Axon Body Worn Cameras (BWC) and in-car Fleet cameras for 5 years, as well as tasers. The renewal contract adds significant upgrades from BWC3 to BWC4 cameras; Fleet 2 cameras to Fleet 3 cameras; Automatic License Plate Readers (ALPR) in all cars; Auto-Transcribe for BWCs; Taser 10s with 45 foot reach; and Axon Performance license - a Supervisors metrics tool. Please see attachment for additional information.

## **Funding Source(s):**

## **Financial Impact:**

Capital Outlay of \$748,749 per year with a 5-year contract. Total contract \$3,743,745.83. Direction from Council as to funding source.

## **Other Information/Recommendation:**

Chief Griffith negotiated savings of \$270,570 with Axon, reducing the total contract amount from \$4,014,316 to \$3,743,746.

## **Attachments:**

1. San Angelo Final Axon Proposal under buyboard3San Angelo Final Axon Proposal under buyboard3.pdf
2. Resolution History Resolution History.docx

## **Presentation:**

Travis Griffith

## **Approvals/Reviews:**

Gail Smith  
Frank Carter  
Travis Griffith  
Theresa James  
Jeffrey Tomlinson  
Tina Dierschke  
Heather Stastny

Created/Initiated  
Approved  
Approved  
Approved  
Approved  
Approved  
Final Approval



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-543132-45504.576DT

Issued: 07/31/2024



Quote Expiration:

Estimated Contract Start Date: 01/01/2025

Account Number: 109257

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
San Angelo Police Dept. - TX 401 E Beauregard Ave San Angelo, TX 76903-5503 USA	San Angelo Police Dept. - TX 401 E Beauregard Ave San Angelo TX 76903-5503 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Tim Pucci Phone: (325) 656-2017 Email: tim.pucci@sanangelopolice.org Fax: (325) 481-2664

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$3,743,745.83</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$3,743,745.83</b>

**Discount Summary**

Average Savings Per Year	\$265,529.64
<b>TOTAL SAVINGS</b>	<b>\$1,327,648.22</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Dec 2024	\$748,749.15	\$0.00	\$748,749.15
Dec 2025	\$748,749.17	\$0.00	\$748,749.17
Dec 2026	\$748,749.17	\$0.00	\$748,749.17
Dec 2027	\$748,749.17	\$0.00	\$748,749.17
Dec 2028	\$748,749.17	\$0.00	\$748,749.17
<b>Total</b>	<b>\$3,743,745.83</b>	<b>\$0.00</b>	<b>\$3,743,745.83</b>

Quote Unbundled Price: \$5,071,394.05  
Quote List Price: \$4,870,133.05  
Quote Subtotal: \$3,743,745.83

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100554	AMENDMENT CREDIT - GOODS AXON	1			\$1.00	(\$11,216.29)	(\$11,216.29)	\$0.00	(\$11,216.29)
Fleet3B	Fleet 3 Basic	13	60	\$172.21	\$161.41	\$161.41	\$125,899.80	\$0.00	\$125,899.80
Fleet3BRe	Fleet 3 Basic Renewal	115	60	\$83.24	\$96.41	\$96.41	\$665,229.00	\$0.00	\$665,229.00
C00010	BUNDLE - TASER 10 CERTIFICATION	130	60	\$94.31	\$81.24	\$40.63	\$316,914.00	\$0.00	\$316,914.00
BWCUwTAP	BWC Unlimited with TAP	180	60	\$116.49	\$99.66	\$99.66	\$1,076,328.00	\$0.00	\$1,076,328.00
<b>A la Carte Hardware</b>									
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	118			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	9			\$849.00	\$849.00	\$7,641.00	\$0.00	\$7,641.00
H00001	AB4 Camera Bundle	171			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	23			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Software</b>									
73618	AXON COMMUNITY REQUEST	193	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$31.68	\$0.00	\$0.00	\$0.00	\$0.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	60		\$107.41	\$0.00	\$0.00	\$0.00	\$0.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	180	60		\$9.76	\$9.76	\$105,408.00	\$0.00	\$105,408.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	180	60		\$9.76	\$9.76	\$105,408.00	\$0.00	\$105,408.00
73739	AXON PERFORMANCE - LICENSE	180	60		\$9.76	\$9.76	\$105,408.00	\$0.00	\$105,408.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	180	60		\$21.70	\$21.70	\$234,360.00	\$0.00	\$234,360.00
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	60		\$32.76	\$32.76	\$353,808.00	\$0.00	\$353,808.00
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	128	60		\$64.01	\$50.14	\$385,105.92	\$0.00	\$385,105.92
ProLicense	Pro License Bundle	13	60		\$42.31	\$43.33	\$33,797.40	\$0.00	\$33,797.40
<b>A la Carte Services</b>									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$0.00	\$0.00	\$0.00	\$0.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	60		\$10.85	\$10.85	\$117,180.00	\$0.00	\$117,180.00
<b>A la Carte Warranties</b>									
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	49		\$9.95	\$0.00	\$0.00	\$0.00	\$0.00
11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	115			\$1,065.00	\$1,065.00	\$122,475.00	\$0.00	\$122,475.00
<b>Total</b>							<b>\$3,743,745.83</b>	<b>\$0.00</b>	<b>\$3,743,745.83</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	9	1	12/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	171	1	12/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	5	1	12/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	189	1	12/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	10	1	12/01/2024
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	10	1	12/01/2024
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	189	1	12/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	23	1	12/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	23	1	12/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	23	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	4	2	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	130	2	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	4	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	130	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	12	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	2600	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	780	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	130	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	3	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	23	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	130	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	12/01/2024
Fleet 3 Basic	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	13	1	12/01/2024
Fleet 3 Basic	70112	AXON SIGNAL - SIGNAL UNIT	13	1	12/01/2024
Fleet 3 Basic	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	1	12/01/2024
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	1	12/01/2024
A la Carte	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	12/01/2024
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	12/01/2024
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	118	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	390	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	1040	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	390	1	12/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	1040	1	12/01/2026

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	186	1	06/01/2027
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	23	1	06/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	390	1	12/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	1040	1	12/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	390	1	12/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	1040	1	12/01/2028
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	186	1	12/01/2029
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	23	1	12/01/2029

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	130	01/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	2	01/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	130	01/01/2025	12/31/2029
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	180	01/01/2025	12/31/2029
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	180	01/01/2025	12/31/2029
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	01/01/2025	12/31/2029
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	01/01/2025	12/31/2029
Fleet 3 Basic Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	115	01/01/2025	12/31/2029
Fleet 3 Basic Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	230	01/01/2025	12/31/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	39	01/01/2025	12/31/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	13	01/01/2025	12/31/2029
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	01/01/2025	12/31/2029
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/01/2025	12/31/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	01/01/2025	12/31/2029
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	180	01/01/2025	12/31/2029
A la Carte	73618	AXON COMMUNITY REQUEST	193	01/01/2025	12/31/2029
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	180	01/01/2025	12/31/2029
A la Carte	73739	AXON PERFORMANCE - LICENSE	180	01/01/2025	12/31/2029
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	128	01/01/2025	12/31/2029
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	180	01/01/2025	12/31/2029

## Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	130
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
Fleet 3 Basic	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	13
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	13
Fleet 3 Basic Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	115
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	115		
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	130	12/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	4	12/01/2025	12/31/2029

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	23	12/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	12/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	130	12/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	12/01/2025	12/31/2029
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	180	12/01/2025	12/31/2029
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	6	12/01/2025	12/31/2029
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	23	12/01/2025	12/31/2029
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	12/01/2025	12/31/2029
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	12/01/2025	12/31/2029
Fleet 3 Basic Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	12/01/2025	12/31/2029
Fleet 3 Basic Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	115	12/01/2025	12/31/2029
A la Carte	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	12/01/2025	12/31/2029

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	401 E Beaugard Ave	San Angelo	TX	76903-5503	USA
2	401 E Beaugard Ave	San Angelo	TX	76903-5503	USA

## Payment Details

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	\$70,761.60	\$0.00	\$70,761.60
Year 1	100554	AMENDMENT CREDIT - GOODS AXON	1	(\$2,243.26)	\$0.00	(\$2,243.26)
Year 1	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	115	\$24,495.00	\$0.00	\$24,495.00
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	\$23,436.00	\$0.00	\$23,436.00
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$0.00	\$0.00	\$0.00
Year 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Year 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	118	\$0.00	\$0.00	\$0.00
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 1	73618	AXON COMMUNITY REQUEST	193	\$0.00	\$0.00	\$0.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 1	73739	AXON PERFORMANCE - LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	128	\$77,021.18	\$0.00	\$77,021.18
Year 1	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	180	\$46,872.00	\$0.00	\$46,872.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	180	\$215,265.59	\$0.00	\$215,265.59
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	130	\$63,382.80	\$0.00	\$63,382.80
Year 1	Fleet3B	Fleet 3 Basic	13	\$25,179.96	\$0.00	\$25,179.96
Year 1	Fleet3BRe	Fleet 3 Basic Renewal	115	\$133,045.80	\$0.00	\$133,045.80
Year 1	H00001	AB4 Camera Bundle	9	\$1,528.20	\$0.00	\$1,528.20
Year 1	H00001	AB4 Camera Bundle	171	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	23	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	13	\$6,759.48	\$0.00	\$6,759.48
<b>Total</b>				<b>\$748,749.15</b>	<b>\$0.00</b>	<b>\$748,749.15</b>

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	\$70,761.60	\$0.00	\$70,761.60
Year 2	100554	AMENDMENT CREDIT - GOODS AXON	1	(\$2,243.26)	\$0.00	(\$2,243.26)
Year 2	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	115	\$24,495.00	\$0.00	\$24,495.00
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	\$23,436.00	\$0.00	\$23,436.00
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$0.00	\$0.00	\$0.00
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	118	\$0.00	\$0.00	\$0.00
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00

**Dec 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 2	73618	AXON COMMUNITY REQUEST	193	\$0.00	\$0.00	\$0.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 2	73739	AXON PERFORMANCE - LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	128	\$77,021.18	\$0.00	\$77,021.18
Year 2	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	180	\$46,872.00	\$0.00	\$46,872.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	180	\$215,265.61	\$0.00	\$215,265.61
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	130	\$63,382.80	\$0.00	\$63,382.80
Year 2	Fleet3B	Fleet 3 Basic	13	\$25,179.96	\$0.00	\$25,179.96
Year 2	Fleet3BRe	Fleet 3 Basic Renewal	115	\$133,045.80	\$0.00	\$133,045.80
Year 2	H00001	AB4 Camera Bundle	171	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	9	\$1,528.20	\$0.00	\$1,528.20
Year 2	H00002	AB4 Multi Bay Dock Bundle	23	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	13	\$6,759.48	\$0.00	\$6,759.48
<b>Total</b>				<b>\$748,749.17</b>	<b>\$0.00</b>	<b>\$748,749.17</b>

**Dec 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	\$70,761.60	\$0.00	\$70,761.60
Year 3	100554	AMENDMENT CREDIT - GOODS AXON	1	(\$2,243.26)	\$0.00	(\$2,243.26)
Year 3	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	115	\$24,495.00	\$0.00	\$24,495.00
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	\$23,436.00	\$0.00	\$23,436.00
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$0.00	\$0.00	\$0.00
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	118	\$0.00	\$0.00	\$0.00
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 3	73618	AXON COMMUNITY REQUEST	193	\$0.00	\$0.00	\$0.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 3	73739	AXON PERFORMANCE - LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	128	\$77,021.18	\$0.00	\$77,021.18
Year 3	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	180	\$46,872.00	\$0.00	\$46,872.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	180	\$215,265.61	\$0.00	\$215,265.61
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	130	\$63,382.80	\$0.00	\$63,382.80
Year 3	Fleet3B	Fleet 3 Basic	13	\$25,179.96	\$0.00	\$25,179.96
Year 3	Fleet3BRe	Fleet 3 Basic Renewal	115	\$133,045.80	\$0.00	\$133,045.80
Year 3	H00001	AB4 Camera Bundle	9	\$1,528.20	\$0.00	\$1,528.20
Year 3	H00001	AB4 Camera Bundle	171	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	23	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	13	\$6,759.48	\$0.00	\$6,759.48
<b>Total</b>				<b>\$748,749.17</b>	<b>\$0.00</b>	<b>\$748,749.17</b>

**Dec 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	\$70,761.60	\$0.00	\$70,761.60

**Dec 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100554	AMENDMENT CREDIT - GOODS AXON	1	(\$2,243.26)	\$0.00	(\$2,243.26)
Year 4	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	115	\$24,495.00	\$0.00	\$24,495.00
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	\$23,436.00	\$0.00	\$23,436.00
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$0.00	\$0.00	\$0.00
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	118	\$0.00	\$0.00	\$0.00
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 4	73618	AXON COMMUNITY REQUEST	193	\$0.00	\$0.00	\$0.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 4	73739	AXON PERFORMANCE - LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	128	\$77,021.18	\$0.00	\$77,021.18
Year 4	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	180	\$46,872.00	\$0.00	\$46,872.00
Year 4	BWCuTAP	BWC Unlimited with TAP	180	\$215,265.61	\$0.00	\$215,265.61
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	130	\$63,382.80	\$0.00	\$63,382.80
Year 4	Fleet3B	Fleet 3 Basic	13	\$25,179.96	\$0.00	\$25,179.96
Year 4	Fleet3BRe	Fleet 3 Basic Renewal	115	\$133,045.80	\$0.00	\$133,045.80
Year 4	H00001	AB4 Camera Bundle	171	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	9	\$1,528.20	\$0.00	\$1,528.20
Year 4	H00002	AB4 Multi Bay Dock Bundle	23	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	13	\$6,759.48	\$0.00	\$6,759.48
<b>Total</b>				<b>\$748,749.17</b>	<b>\$0.00</b>	<b>\$748,749.17</b>

**Dec 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Year 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	\$70,761.60	\$0.00	\$70,761.60
Year 5	100554	AMENDMENT CREDIT - GOODS AXON	1	(\$2,243.26)	\$0.00	(\$2,243.26)
Year 5	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	115	\$24,495.00	\$0.00	\$24,495.00
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	\$23,436.00	\$0.00	\$23,436.00
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$0.00	\$0.00	\$0.00
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	\$0.00	\$0.00	\$0.00
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	118	\$0.00	\$0.00	\$0.00
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 5	73618	AXON COMMUNITY REQUEST	193	\$0.00	\$0.00	\$0.00
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 5	73739	AXON PERFORMANCE - LICENSE	180	\$21,081.60	\$0.00	\$21,081.60
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	128	\$77,021.18	\$0.00	\$77,021.18
Year 5	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	180	\$46,872.00	\$0.00	\$46,872.00
Year 5	BWCuTAP	BWC Unlimited with TAP	180	\$215,265.61	\$0.00	\$215,265.61
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	130	\$63,382.80	\$0.00	\$63,382.80
Year 5	Fleet3B	Fleet 3 Basic	13	\$25,179.96	\$0.00	\$25,179.96
Year 5	Fleet3BRe	Fleet 3 Basic Renewal	115	\$133,045.80	\$0.00	\$133,045.80
Year 5	H00001	AB4 Camera Bundle	9	\$1,528.20	\$0.00	\$1,528.20
Year 5	H00001	AB4 Camera Bundle	171	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	23	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	13	\$6,759.48	\$0.00	\$6,759.48

**Dec 2028**

<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
<b>Total</b>				<b>\$748,749.17</b>	<b>\$0.00</b>	<b>\$748,749.17</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #00024529. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Agency is owed a credit of \$11,216.29 due to taking only 23 of the 32 owed TAP Refreshes for Multi Bay Docks from contract #00024529

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Signature

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Date Signed

7/31/2024



## **FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

### **Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and San Angelo Police Dept. - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### **Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### **Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

### **Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

### **Local Computer**

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

### **Evidence.com**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

### **VEHICLE INSTALLATION**

### **Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Attachment to Council Agenda Item - August 19, 2024  
 Regular Agenda Item 6.h.

The Agenda item for consideration is to renew/extend the contract with Axon Enterprise Inc for an additional 5 years. The current contract expires at the end of November 2024. The total cost of the 5-year contract is \$3,743,745.83, utilizing bundling savings of \$1,327,648 compared to individual purchase option. Payments schedule:

Payment Schedule	Payment Amount
Dec 2024	\$ 748,749.15
Dec 2025	\$ 748,749.17
Dec 2026	\$ 748,749.17
Dec 2027	\$ 748,749.17
Dec 2028	\$ 748,749.17
Total of Contract	\$3,743,745.83

There are significant upgrades and additional software & hardware upgrades to the agreement.

Item Description	Old Hardware	New Hardware	Adds	Software
Body Worn Camera	BWC3 & Flex 2	BWC4	9 each	
In-Car Cameras	Fleet 2	Fleet 3	3 each	
License plate reader all cars	None		Yes	ALPR – 128 cars
Auto Transcribe Unlimited	Minutes only	All	Yes	180 – all licensees
Taser 10s – required to replace old tasers end of life	Axon X2	Taser10	20	-----
Axon Performance License - supervisors metrics tool	N/A		Yes	Axon Performance License - 180

**Cost of additional software:**

Software Description	Annual Cost
ALPR for 128 patrol units	\$ 77,021.19
Auto Transcribe feature for 180 users	\$ 46,872.00
Axon Performance License for Supervisors	\$ 21,081.60
<b>Annual Cost of additional Software</b>	<b>\$144,974.79</b>

Notes: These features are all or nothing additions to the contract. The capabilities exist within the hardware itself (BWC or Fleet Camera) and can be switched on but must choose to turn on for all users, no partial user option is available.

**Cost of additional hardware added to contract:**

Item	Increase in Count	Each Price	Cost x 5 years
Body Worn Camera	9 each	\$ 5,980	\$ 29,900
Fleet Camera	3 each	\$ 3,008	\$ 9,024
Tasers	20 each	\$ 2,437	\$48,756
Taser Battery & Cartridge Savings/Yr	Taser cartridges	(\$18,100)/yr minimum	(\$90,500)

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Charles Michalewicz, Engineer, Public Works

Meeting Date: August 19, 2024

Item type: Consent Item

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## **Caption:**

Consider approving Task Order #6 with Freese and Nichols, Inc. under RFQ PW-01-23 for professional services for the design of Concho River Bank Stabilization Project totaling \$64,226 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

## **Staff Recommendation:**

Approve

## **Summary/History:**

This task order will expand the scope of the existing Concho River Bank Stabilization Project to perform the geotechnical and structural analysis and related design work necessary to construct a retaining wall to protect an existing historical concrete structure (a registered archaeological site) along the Concho River just downstream from Johnson Dam.

Since we entered into a new IDIQ contract with FNI since the original Task Order 11 was issued, a new task order will have to be created instead of amending the old task order. However, this new task order will work in conjunction with the existing Task Order 11 dated 10/19/2023 to complete the necessary design work for the entire project scope.

## **Funding Source(s):**

Fund:	Account:	Project Number:	Amount Budgeted:
	502-6003-800.07-30		\$1,104,392

## **Financial Impact:**

Adequate funds exist in the project account, 502-6003-800.07-30. The amount budgeted for this fiscal year is \$1,104,392 and the current balance is \$213,710 and is available for this needed design work.

## **Other Information/Recommendation:**

## **Attachments:**

1. City of San Angelo Contract Concho Additional Services City of San Angelo Contract Concho Additional Services.pdf





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www.freese.com

May 15, 2024

Shane Kelton  
City of San Angelo  
52 W. College Avenue  
San Angelo, Texas 76903

**Re: Concho River Bank Stabilization Improvement Amendment**

Mr. Kelton:

In response to your request, Freese and Nichols, Inc. is pleased to present the proposal for the above referenced project. A detailed scope of work is attached. This proposal includes the following services and tasks:

Fee Breakdown by Task		
Task	Description	Basic Services
1	Project Management	\$ 13,109
2	Site Visit	\$ 2,364
3	Geotechnical Analysis – Retaining Wall	\$ 10,215
4	Structural Analysis – Retaining Wall	\$ 25,961
5	Environmental Permitting – Areas 2 Through 5	\$ 0
6	Revise Plan Set	\$ 12,577
<b>Sub-Total</b>		<b>\$ 64,226</b>

Thank you for the opportunity to assist the City of San Angelo on these projects. If you have any questions, please call Morgan at (720) 773-5598. We will be pleased to discuss this proposal with you and are willing to structure the contract as needed to best meet the needs and goals of the City.

Sincerely,

**Freese and Nichols, Inc.**

John Dewar, P.E.  
Vice-President



<b>Client:</b> City of San Angelo. 301 West Beauregard Avenue San Angelo, TX 76903 Attn: Alfonso Torres	<b>FNI Project No.:</b> SAN23858 <hr/> <b>Phase/Task/Dept. No.:</b> <hr/> <b>Date:</b> 05/15/2024
<b>This authorization is in accordance with the terms and conditions outlined in the Master Agreement #24-00005 executed on <u>12/1/2023</u> and expires on <u>10/18/2026</u>.</b>	
<p><b>Project Description:</b> Amendment for Concho River Bank Stabilization; San Angelo, TX</p> <p><b>Description of Services:</b>                  The City of San Angelo (City) desires to expand the scope of the existing Concho River Bank Stabilization Project to combine design areas or packages. The City has asked FNI to combine the design plans for Area 1 with the design plans for Areas 2 through 5 as previously defined. This includes the design of a retaining wall in Area 1 to protect existing infrastructure.</p> <p>Below is a description of the scope requirements to complete these additional services, including data collection/site visit, Area 1 to Area 5 preliminary design and final design, geotechnical engineering investigations for the retaining wall, and construction documentation development for the retaining wall.</p> <p style="text-align: center;"><b>WORK TO BE PERFORMED</b></p> <p>Task 1. Project Management                  Task 2. Site Visit                  Task 3. Geotechnical Analysis – Retaining Wall                  Task 4. Structural Analysis – Retaining Wall                  Task 5. Environmental Permitting – Scope Change Only                  Task 6. Revise Plan Set</p> <p><b>TASK 1. Project Management</b></p> <p>FNI will manage the work outlined in this scope for efficient and effective use of FNI and the City’s time and resources. FNI will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the City’s Project Manager and others as necessary to make progress on the work.</p> <p>A. Communications and Reporting</p> <ul style="list-style-type: none"> <li>• Coordinate internally, track the progress of the project, and submit monthly status updates via e-mail. Items in the monthly updates may include project updates, upcoming activities, project schedule, upcoming deliverables, and outstanding issues or information requirements.</li> <li>• Hold Project Coordination Meetings to review and clarify design approach. Provide agenda, correspondence, figures, design details or other meeting materials as needed to effectively achieve meeting goals. Anticipated meetings are listed below:                         <ul style="list-style-type: none"> <li>○ As needed three stakeholder (3) additional Meetings to discuss various aspects of the project.</li> </ul> </li> <li>• Provide and maintain project schedule with updates as needed in the form of a monthly status update.</li> </ul> <p><b>ASSUMPTIONS</b></p> <p>A. It is anticipated the schedule will be extended 4 months to accommodate the change to the project deliverables.</p>	

- B. A total of three additional (3) meetings are assumed. Minutes for each meeting are to be provided with one round of comments.

#### **DELIVERABLES**

- A. Meeting summaries with action items.
- B. Monthly progress reports.
- C. A baseline project design schedule and updates as needed.

#### **TASK 2. SITE VISIT AND DATA REVIEW**

- A. Perform one (1) site visit to observe site constraints for Area 1 retaining wall.

#### **TASK 3. GEOTECHNICAL ANALYSIS – RETAINING WALL**

The proposed project consists of flattening the riverbank slopes and providing a riprap toe for erosion control. Part of the project in Area 1 is close to an existing historic structure that will be protected with a retaining wall where the riverbank slopes cannot be flattened. FNI is to provide engineering services for the proposed retaining wall, consisting of about 120 linear feet and 5 feet high. FNI is to provide design recommendations for the retaining walls, including external stability analyses.

- A. Review the design memo from Beyond Engineering and Testing and perform the geotechnical engineering analysis to prepare a Geotechnical Memorandum summarizing the analysis and recommendations for the retaining walls, which will include the following:
  - Recommended allowable bearing capacity, sliding parameters and lateral earth pressures to be used in design.
  - Stability analysis for the proposed wall and the resulting minimum geometry requirements. The stability analysis will consist of global stability (rotational failure). Pertinent analysis output figures displaying the failure surface and calculated factor of safety will be included in the memorandum.
  - Recommended material specification and compaction requirements will also be provided.

#### **ASSUMPTIONS**

- A. It is assumed the global stability analysis completed by Beyond for the original Task Order is adequate to perform the geotechnical analysis.

#### **DELIVERABLES**

- A. Geotechnical Memorandum summarizing the analysis and recommendations for wall design.

#### **TASK 4. STRUCTURAL ANALYSIS – RETAINING WALL**

For the portion of Area 1 that is close to an existing historic structure, riverbank slopes cannot be flattened and the structure will be protected with a retaining wall. FNI will provide structural engineering services for the proposed retaining wall, which measures about 120 feet long and 5 feet high.

- A. Complete a structural analysis for a cast-in-place concrete cantilever retaining wall.
- B. Prepare plan drawings and details for the cast-in-place retaining wall.

#### **ASSUMPTIONS**

- A. Cast-in-place retaining wall will be utilized.
- B. Temporary construction shoring design will not be included.

#### **DELIVERABLES**

- A. Design drawings for the retaining wall located in Area 1.

### **TASK 5. ENVIRONMENTAL PERMITTING – AREAS 2 THROUGH 5 (Scope Change Only)**

FNI environmental scientists will review the plans for Areas 2 through 5 with the design team and prepare a technical memorandum documenting observations from the previously performed site visit, detailing the Section 404 Clean Water Act authorization of Area 1 through a Pre-construction Notification (PCN) to the U.S. Army Corps of Engineers (USACE), and discussion as to how Areas 2 through 5 would be designed to meet the terms and conditions of a Nationwide Permit with the required preparation and submittal of a PCN to the USACE.

#### **ASSUMPTIONS**

- A. No submittal or additional coordination with the USACE for Areas 2-5.

#### **DELIVERABLES**

- A. Technical Memorandum documenting the impact to WOTUS for Areas 2-5, project coordination with the USACE and recommended permitting strategy.

### **TASK 8. REVISE PLAN SET**

FNI will revise the two plan sets, Area 1 and Area 2-5, into one plan set. The plan set will be submitted at a 60, 90 and 100 percent milestones.

- A. Revise General Notes, Horizontal Control, and Planting Plan to adhere to one plan set deliverable.

#### **DELIVERABLES**

- A. Construction drawings for the stabilization improvements for Areas 1 to 5.

### **ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES**

City of San Angelo and FNI agree that the following services are beyond the Scope of Services described in the tasks above. FNI can provide these services, if needed, upon the City's written request. Any additional amounts paid to FNI as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Preparation of a formal written request for USACE authorization under a letter of permission procedure or a standard individual Section 404 permit application.
- Conduct tree survey and prepare permit application for compliance with city tree ordinance requirements.
- Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
- Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
- Presence/absence surveys for state or federally listed threatened/endangered species.
- Freshwater mussel surveys and reports.
- Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
- Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
- Additional field investigations or analysis required to respond to public or regulatory agency comments.
- Formal conference/consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
- Conditional assessments of streams and wetlands following USACE methodology such as Texas Rapid Assessment Method (TXRAM).
- Expert representation at legal proceedings or at contested hearings.
- Phase I/II Environmental Site Assessment
- Performance of materials testing or specialty testing services.

- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Stormwater Pollution Prevention Plan (SWPPP) permitting.
- Evaluation of stability for existing walls or other infrastructure.
- Geotechnical exploration activities for additional structures outside the proposed scope.
- Additional geotechnical drilling and associated laboratory testing due to unexpected subsurface conditions found during the site exploration.
- Provide loading design parameters of temporary construction shoring to protect historic structure.

**Compensation shall be in accordance with Attachment CO.**

	<b>Amount of this Authorization</b>	<b>\$64,226.00</b>
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**Schedule shall be as follows:**

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

**The above described services shall proceed upon return of this Task Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.**

This Task Authorization will serve as notice to proceed.

**FREESE AND NICHOLS, INC.:**

**CITY OF SAN ANGELO:**

BY: 

BY: \_\_\_\_\_

John Dewar, P.E.

\_\_\_\_\_  
Print or Type Name

TITLE: Principal/Vice President

TITLE: \_\_\_\_\_

DATE: 5/15/2024

DATE: \_\_\_\_\_

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**SCHEDULE A  
TASK AUTHORIZATION**

<b>Client:</b> City of San Angelo. 301 West Beauregard Avenue San Angelo, TX 76903 Attn: Alfonso Torres	<b>FNI Project No.:</b> SAN22848
	<b>Phase/Task/Dept. No.:</b> 11
	<b>Date:</b> 08/10/2023

**This authorization is in accordance with the terms and conditions outlined in the Master Agreement executed on 12/1/2019 and expires on 11/19/2023.**

**Project Description:** Concho River Bank Stabilization; San Angelo, TX

**Description of Services:**

It is our understanding that the City of San Angelo (City) desires to initiate river stabilization designs for five (5) areas as shown in Exhibit 1 and design of a new pedestrian bridge near the Rio Concho Drive bridge crossing. These areas correspond to sections of the Concho River documented in the Concho River Geomorphic Assessment and Alternatives Analysis performed by FNI dated June 2023. Two separate plan sets will be created as part of the proposal. One standalone plan set (construction documents) will be created for Area 1. The Area 1 design will be completed first in order to meet the City's grant funding milestones. A second standalone plan set (construction documents) will be created for Areas 2 – 5. The designs for these areas will be combined into one set of construction documents.

Below is a description of the scope requirements to complete the river stabilization and pedestrian bridge designs, including data collection/site visit, preliminary design, final design, drainage analysis, geotechnical engineering investigations, topographic survey services, hydraulic modeling, environmental permitting, construction documentation development, and FEMA coordination.

**WORK TO BE PERFORMED**

- Task 1. Design Management and Meetings
- Task 2. Site Visit and Data Review
- Task 3. Preliminary Design – 60%
- Task 4. Final Design – 90%
- Task 5. Construction Documents – 100% and Bid Phase Services
- Task 6. Engineer of Record
- Task 7. Drainage Analysis
- Task 8. Survey Services
- Task 9. Geotechnical Investigation
- Task 10. Environmental
- Task 11. CLOMR Package Submittal
- Task 12. Pedestrian Bridge Design

**TASK 1. DESIGN MANAGEMENT AND MEETINGS**

FNI will manage the work outlined in this scope to ensure efficient and effective use of FNI and the City's time and resources. FNI will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the City's Project Manager and others as necessary to make progress on the work.

1.1 Managing the Team

- Lead, manage, and direct the design team activities.
- Ensure quality control is practiced in performance of the work.
- Communicate internally among team members.

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- Communicate externally among MWBE sub consultants
- Task and allocate team resources.

## 1.2 Communications and Reporting

- FNI will coordinate internally, track the progress of the project, and submit monthly status updates via e-mail. Items in the monthly updates may include project updates, upcoming activities, project schedule, upcoming deliverables, and outstanding issues or information requirements.
- FNI will conduct a project kickoff meeting with the City to confirm and clarify scope, understand City objectives, set communication protocol, establish frequency of status meetings, and review various administrative requirements.
- Interval Design Meetings – Meetings to review and clarify design approach. FNI to provide agenda, correspondence, figures, design details or other meeting materials as needed to effectively achieve meeting goals. Anticipated meetings are listed below:
  - Kickoff Meeting
  - 60% Preliminary Design Meeting
  - 90% Final Design Meeting
  - As needed three (3) additional Meetings to discuss various aspects of the project.
- Provide and maintain project schedule with updates as needed in the form of a monthly status update.

### **ASSUMPTIONS**

- FNI assumes project duration of twelve (12) months from notice to proceed.
- A total of six (6) meetings are assumed. Minutes for each meeting to be provided with one round of comments.

### **DELIVERABLES**

- A. FNI will submit meeting summaries with action items.
- B. FNI to provide monthly progress reports.
- C. FNI will provide a baseline project design schedule and updates as needed.

### **TASK 2. SITE VISIT AND DATA REVIEW**

- 2.1 FNI project team will perform up to two (2) site visits to observe current conditions at the site, verify noted improvements, and determine additional improvements if needed
- 2.2 FNI to review site information and coordinate with the City to obtain the most current and appropriate data for the site as needed. FNI to review all available existing data provided including:
  - Current regulatory hydrologic and hydraulic models.
  - Any available storm drain data (record drawings) and models.
  - Previous studies, GIS data.
  - As-builts of development adjacent to the river.

### **ASSUMPTIONS**

- All field measurements will be taken using GPS.

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**TASK 3. PRELIMINARY DESIGN (60 PERCENT)**

FNI will develop the 60% Design documents, including a draft construction plan set, technical specifications outline, and an opinion of probable cost for each project site shown in Exhibit 1. Draft construction plans and specifications shall be submitted to the City per the approved Project Schedule.

3.1 FNI will prepare preliminary design plans that include the following sheets:

- Cover Sheet
- General Notes
- Overall Project Layout
- Channel Plan and Profiles with Rough Grading
- Channel Cross Sections
- Grade and Bank Stabilization Details
- General Details (as needed)

**ASSUMPTIONS**

- Two plan sets will be created. Area 1 will be a single plan set and will include an OPCC and outline of specifications solely for Area 1. Areas 2 - 5 will be combined into a separate single plan set with a compiled OPCC and outline of specifications for these respective areas.
- The design of Area 1 will meet grant funding milestones and is anticipated to be completed before the remaining areas.
- Design of structural solutions within Area 5 such as retaining walls or soil anchors is excluded.
- Draft plan sheet will be formatted for 22" x 34" sheets. FNI will also provide a half-scaled 11" x 17" pdf.
- Plan set will be setup using FNI CAD standards and title block.
- Design will be in accordance with the City of San Angelo Stormwater Design Manual.
- When applicable, proposed work items will refer to City of San Angelo or TxDOT Standard Specifications. FNI will provide an outline of additional Special Technical Specifications and/or notes to address other work items not covered. Specification will be numbered using the Construction Science Institute (CSI) methodology.
- Assumes two (2) week review period for the City.
- This scope includes addressing one (1) round of comments to the 60% Design Documents and such comments, if any, will be incorporated into the 90% Design Documents. FNI will attend one (1) meeting with the City to review the 60% Design documents.
- Additional and/or later revisions to the 60% Design Documents may require additional effort and are not covered by this scope.
- CAD files will not be submitted as part of the 60% Design.
- No utility improvements are required for this project.
- No design improvements will be constructed within the BNSF railroad easement. Effort and review costs by the BNSF railroad is not included in this scope.

**DELIVERABLES**

- A. Preliminary Design drawings identified above submitted digitally (for each plan set).
- B. Outline of technical specifications (for each plan set).
- C. Estimated of probable construction cost (for each plan set).

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**TASK 4. FINAL DESIGN (90 PERCENT)**

FNI will incorporate comments from Task 3 to develop the 90% Final Documents, including a draft construction plan set, technical specifications, and an opinion of probable cost for each project site. Draft construction plans and specifications shall be submitted to the City per the approved Project Schedule.

4.1 FNI will prepare Final design plans that include the following sheets:

- Cover Sheet
- General Notes
- Horizontal Control
- Overall Project Layout
- Erosion Control
- Quantities / Tree Inventory
- Channel Plan and Profiles with Grading
- Stabilization Details
- Grade and Bank Stabilization Details
- Structural Details
- Bridge Design Details
- General Details (as needed)

**ASSUMPTIONS**

- All assumptions from Task 3 apply to Task 4.
- Assumes two (2) week review time for the City.
- This scope includes addressing one (1) round of comments to the 90% Design Documents and such comments, if any, will be incorporated into the 100% Construction Documents. FNI will attend one (1) meeting with the City to review the 90% Design documents.

**DELIVERABLES**

- A. 90% Final Design plans, final cost estimate, and specifications submitted digitally for each plan set.

**TASK 5. CONSTRUCTION DOCUMENTS (100 PERCENT) and BID PHASE SERVICES**

FNI will incorporate comments from Task 4 to develop the 100% Construction Documents, including a final construction plan set, technical specifications, and an opinion of probable cost. Final construction plans and specifications shall be submitted to the City per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in the State of Texas.

**ASSUMPTIONS**

- All assumptions from Task 4 apply to Task 5.
- No significant design changes are anticipated from Task 4 to Task 5.
- It is anticipated that Area 1 and the remaining plan sets will be bid separately.
- FNI will submit the final Construction Documents to an approved independent contract provider for submittal to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. The accessibility review will include compliance with TAS and ADA requirements. Fees associated with review will be included as a reimbursable expense.
- Bid Phase Services include only attending pre-bid meeting and answering eight (8) total RFI's from bidders. A sign in sheet and minutes will be provided for the meeting.

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**DELIVERABLES**

- A. 100% construction plans and specifications containing: two (2) copies of full size (22"x34"), two (2) copies of the final estimate of probable construction cost, and a PDF copy of each of the above items.
- B. Submission of Construction Documents for TDLR Review

**TASK 6. ENGINEER OF RECORD**

FNI will provide construction phase services, as requested by the City, to the extent that the proposed fee allows. The following tasks will be completed on an as-requested/as-needed basis with total effort not to exceed the proposed fee for this task as shown in the 'Fee Breakdown by Task' table included in the proposal. FNI will work on tasks requested by the City and will notify the City when the allotted budget is nearing completion.

- Attend Pre-Construction Meeting
- Perform site observations during construction
- Review Construction submittals
- RFI's provided by the contractor
- Creation of record drawings
- Other items related to construction during project duration
- Construction Phase General Representation – FNI will endeavor to protect CITY in providing these services. However, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

**ASSUMPTIONS**

- Expenses (if any) will be applied as needed based on requested task.

**DELIVERABLES**

- A. Documentation, correspondence, meeting minutes, project management, or changes to construction documents as needed based on requested task.

**TASK 7. DRAINAGE ANALYSIS**

FNI to perform a Hydraulic Analysis outlining the effects of the improvements within the project area as it relates to the mapped floodplain of the Concho River. In accordance with the CITY's Drainage Design Manual, a Flood Study will be prepared and submitted to the CITY's Floodplain Administrator.

- 7.1. FNI shall prepare the forms needed to request **FEMA Effective** models for the Concho River and the CITY will mail the forms to FEMA. The CITY will provide models for FNI use in this analysis.
- 7.2. FNI shall prepare a **Revised Existing** condition model using the FEMA Effective model as a base. Any required cross sections to perform the hydraulic analysis will be generated and included in the Revised Existing Conditions model. Survey data will be used to define hydraulic parameters of the cross sections. FNI assumes no additional changes will be required to the hydraulic model more than one (1) FEMA Effective cross section upstream or downstream of the study area.
- 7.3. FNI shall prepare a **Revised Existing Floodway** run to identify a more accurate location for the floodway on the basis that the Effective FEMA mapping appears to show the project area within the floodway.
- 7.4. FNI shall prepare a **Post-Project** condition model that defines the proposed hydraulic parameters at the same cross sections used in the Revised Existing model.

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- 7.5 FNI shall prepare a **Post-Project Floodway** run to identify the proposed floodway.
- 7.6 FNI shall prepare a **Floodplain Study** documenting the development of the Revised Existing and Post-Project condition models and floodway runs. The Floodplain Study will discuss results from each scenario for the 100-year storm event and determine impacts, if any. Impacts will be based on the engineering criteria specified in the Drainage Design Manual: Water Surface Elevation, Stream Velocity, Valley Storage, and Conveyance.

#### **ASSUMPTIONS**

- It is assumed that all fees required by FEMA will be paid by the CITY.
- Only one drainage report including all areas will be created. Separation of the reports is considered additional effort.
- Limit of changes to the hydraulic model will be limited to within 1 FEMA Effective Cross Section upstream and downstream of each project area.

#### **DELIVERABLES**

FNI will provide the following hydraulic analysis deliverables:

- Revised Existing Hydraulic Model and Floodway Run
- Post-Project Hydraulic Model and Floodway Run
- Technical Memorandum documenting development of models
- Revised or amended Technical Memorandum documenting changes to Post-Project scenario based on as-built survey

#### **TASK 8. SURVEY SERVICES**

ENGINEER will provide survey support as follows.

- 8.1 Survey
- ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, utilities based on CITY records and observable surface features, boundary survey, structures, trees 6" and larger (DBH), and other features relevant to the final plan sheets.
  - Bathymetric survey information will be provided within the specified project limits using sonar methodology

#### **ASSUMPTIONS**

- No SUE will be provided for the project site.
- No Right of Entry is needed to conduct the survey.
- No ROW or Easement acquisition services are included.

#### **TASK 9. GEOTECHNICAL INVESTIGATION**

The purpose of the investigation will be to collect subsurface data within the vicinity of the proposed improvements and provide geotechnical data and recommendations for the design and inclusion with the construction contract documents. The geotechnical engineer will take reasonable precautions to avoid damage to utilities and flatwork at the sites but will only be responsible for damages at the sites caused by their negligent acts.

The investigation will include soil exploration, laboratory testing, and related engineering analysis and

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reporting as outlined below by a subcontractor.

### **FIELD EXPLORATION**

1. Drill up to eight (8) exploratory borings at the site for evaluation and identification of subgrade conditions. Borings will be drilled along the riverbank at select locations to depth of 40 feet, and five (5) into bed rock.
2. Conduct one (1) site visit to mark/stake boring locations and determine drill rig access routes.
3. The Engineer will notify the Texas 811 system of the planned borings and coordinate with the City in order to locate existing underground utilities prior to commencement of the field exploration activities.
4. Subcontract with a drilling contractor to drill the borings and collect samples of the subgrade soils at the selected locations.
  - a. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be tested in situ using the Texas Cone Penetration (TCP) test and/or sampled using a rock core barrel.
  - b. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
  - c. The borings will be backfilled with auger cuttings upon completion of drilling and sampling.
5. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

### **LABORATORY TESTING**

1. Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
2. The Engineer will select samples for laboratory testing, assign tests, and review the test results.
3. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
  - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
  - b. Moisture content
  - c. Dry unit weight
  - d. Unconfined compressive strength

### **ENGINEERING ANALYSIS AND REPORTING**

1. The Engineer will perform the geotechnical engineering analysis and prepare a Geotechnical Technical Memorandum specific to the needs of the project team summarizing the geotechnical investigation. The report will include the following:
  - a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
  - b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
  - c. Results and recommendations based on evaluation and analyses for up to two (2) representative cross sections for the proposed bank stabilization. The analysis will include slope stability and evaluation of applicable soil and/or rock shear strength parameters.
  - d. General discussion of expected construction related issues.
  - e. Earthwork related recommendations for use during development of plans and specifications.
2. Submittals will include an electronic PDF copy of the Geotechnical Technical Memorandum.

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**ASSUMPTIONS**

- City to coordinate right-of-entry permission to drill.
- The site is accessible with a truck-mounted drilling rig.
- FNI to incorporate geotechnical results into design outlined in Tasks 4 - 6.

**TASK 10. ENVIRONMENTAL SERVICES****10.1 Data Collection/Site Visit**

- A. FNI's environmental scientists will compile existing study information and review pertinent data to the project area, such as soils maps, topographic maps, floodplain maps, National Wetland Inventory and National Hydrography Dataset information, to guide the pedestrian survey described below.
- B. FNI's environmental scientists will conduct a pedestrian survey within the project area to document existing conditions of the alignment and identify environmental constraints. This investigation will include the following:
  - a) Identification of "waters of the U.S." (WOTUS) as defined by U.S. Army Corps Engineers (USACE) regulations. WOTUS are regulated by the USACE, and fill activities conducted within the jurisdictional boundaries of WOTUS require a permit under Section 404 of the Clean Water Act. Consultant's environmental scientists will delineate the boundaries of jurisdictional waters such as streams, wetlands, or open waterbodies per the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0). The delineations of WOTUS will be recorded with a Global Positioning System (GPS) that is capable of sub-meter accuracy.
  - b) Identification of potential habitat for federally listed threatened or endangered species.

**10.2 Bank Stabilization Pre-Application Meeting**

- A. FNI's environmental scientists will prepare a letter to the USACE requesting a pre-application meeting. The letter will include a brief description of the project, its purpose and need, maps of the project area, and conceptual design drawings.
- B. FNI will coordinate and attend the pre-application meeting with the USACE, coordinate with the Project Team on the discussion, and draft meeting minutes.

**10.3 Bank Stabilization Pre-Construction Notification**

- A. FNI will prepare a Pre-construction Notification (PCN) to the U.S Army Corp of Engineers (USACE) in accordance with requirements of NWP General Condition 32. FNI assumes that the proposed project will likely exceed the limits of NWP notification, and would require a PCN and potentially a request for a waiver for exceeding NWP linear footage and volume limits.
- B. FNI's environmental scientist will prepare a Preliminary Jurisdictional Determination (PJD) Report in accordance with USACE's guidance to document potential WOTUS, including wetlands. The PJD Report will include data forms and maps associated with the delineation of WOTUS during the pedestrian survey.
- C. Once the project area has been defined, FNI will prepare a draft PCN for the City's review and comment. The PCN will include the PJD Report, the USACE Fort Worth District's NWP application form, engineering drawings, and figures depicting proposed impacts to WOTUS. The final PCN will be prepared by incorporating the City's comments and will be submitted to the USACE Fort Worth District. This task will be completed following 60% design.
- D. FNI will address USACE comments/requests for additional information or clarification. Additional requests by the USACE for site visits, consultation with other resource agencies, or request for additional information resulting in expenditures beyond the FNI's budget will be considered additional services.

**10.4 Texas Historical Commission Letter**

- A. FNI's environmental scientists and professional archeologist will conduct a desktop assessment of probability for cultural resources within the project area, to evaluate projects compliance with the Texas Antiquities Code (TAC) and Section 106 of the National Historic Preservation Act.
- B. FNI's environmental scientist will prepare and submit a coordination letter to the Texas Historical Commission (THC) requesting concurrence that no cultural resources are present within the project

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area and that no cultural resources survey is required for the project. In the event the THC requests a cultural resources survey, hiring and coordination with a subconsultant to conduct an archeological field survey and draft a comprehensive report of the survey's finding, will be considered an additional service

#### **DELIVERABLES**

- A. Trailway Bridge Environmental Permitting Evaluation Memorandum
- B. Bank Stabilization Pre-Application Meeting Request
- C. Bank Stabilization Pre-Construction Notification
- D. Consultation Letter to the Texas Historical Commission

#### **TASK 11. CLOMR PACKAGE SUBMITTAL**

FNI to create a CLOMR Package Submittal based on data from Task 8 and coordinate with CITY and FEMA. Prior to construction, a CLOMR package will be prepared and submitted to the CITY's Floodplain Administrator prior to submittal to FEMA.

- 11.1. FNI shall prepare a **Technical Memorandum** documenting the development of the Revised Existing and Post-Project condition models and floodway runs. The Technical Memorandum will discuss results from each scenario for the 100-year storm event and determine impacts, if any. Impacts will be based on the engineering criteria specified in the Drainage Design Manual: Water Surface Elevation, Stream Velocity, Valley Storage, and Conveyance. The Technical Memorandum will be based on the Task 8 Technical Memorandum and should only include changes based on construction changes.
- 11.2 Following construction of the project, FNI shall prepare a **CLOMR** package based on the "as-built" record drawings. FNI assumes post-construction survey will be provided as outlined in Task 8 and that changes to the Post-Project model will be required. FNI shall revise or amend the Technical Memorandum as documentation of no impact. FNI will submit the package to the City for review first, assuming one (1) round of comments. FNI will then submit the package for FEMA review. FNI will address up to two (2) rounds of comments from FEMA.

#### **ASSUMPTIONS**

- FNI will MT-2 forms, flood profiles, summary of discharges tables, floodway data table, and other supporting information for submittal to FEMA
- CITY will pay all FEMA review fees, if required
- Limit of changes to the hydraulic model will be limited to within 1 FEMA Effective Cross Section upstream and downstream of the project site
- 1 round of comments from CITY on the CLOMR submittal
- 2 rounds of comments from FEMA on the CLOMR submittal

#### **DELIVERABLES**

FNI will provide the following hydraulic analysis deliverables:

- Revised Existing Hydraulic Model and Floodway Run
- Post-Project Hydraulic Model and Floodway Run
- Technical Memorandum documenting development of models
- Revised or amended Technical Memorandum documenting changes to Post-Project scenario based on as-built survey
- CLOMR Package to City and FEMA

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**TASK 12. PEDESTRIAN BRIDGE DESIGN**

FNI will develop Design documents, including a draft construction plan set, technical specifications outline, and an opinion of probable cost for the proposed pedestrian bridge, based on recommendations from the previous phase of this project. Draft construction plans and specifications shall be submitted to the City per the approved Project Schedule.

- FNI will review the Pedestrian Bridge Recommendations memo with the City prior to beginning design
- FNI will perform a geotechnical investigation of the site as described in Task 10.
- FNI will develop Design documents, including a draft construction plan set, technical specifications outline, and an opinion of probable cost for the proposed pedestrian bridge, based on recommendations from the previous phase of this project. Draft construction plans and specifications shall be submitted to the City per the approved Project Schedule.
- FNI will establish grading plans for the sidewalk approach to the pedestrian bridge.

**ASSUMPTIONS**

- No electrical engineering or lighting has been assumed for this scope.

**ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES**

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**ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES**

City of San Angelo and FNI agree that the following services are beyond the Scope of Services described in the tasks above. However, FNI can provide these services, if needed, upon the City's written request. Any additional amounts paid to FNI as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Negotiation of easements or property acquisition or revisions to existing easements.
- Bid or construction phase services such as: disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction, construction management, and inspections.
- Environmental permitting and applications not explicitly stated in the environmental task of this scope are not included.
- Cultural Resources/Archaeological Survey.
- Environmental permitting and applications not explicitly stated in the environmental task of this scope (i.e. Pre-construction notification for the trailway bridge design) are not included.
- Preparation of a Clean Water Act Section 404 Individual Permit (IP) application.
- Federally Listed Threatened and Endangered Species Presence/Absence Survey.
- U.S. Fish and Wildlife Service Section 7 Consultation.
- Performance of materials testing or specialty testing services.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- Stormwater Pollution Prevention Plan (SWPPP) permitting
- Evaluation of stability for existing walls or other infrastructure.
- Geotechnical exploration activities for additional structures outside the proposed scope.
- Additional geotechnical drilling and associated laboratory testing due to unexpected subsurface conditions found during the site exploration.

**Compensation shall be in accordance with Attachment CO.**

	<b>Amount of this Authorization</b>	<b>\$862,895</b>
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**Schedule shall be as follows:****Area 1 Design:**

- Data Collection/Site Visit – 1 month
- Preliminary Design (60%) – 2 months
- Final Design (90%) – 1.5 months
- Construction Documents (100%) – .5 month

**Areas 2-5 Design:**

- Data Collection/Site Visit – 4 months
- Preliminary Design (60%) – 5 months
- Final Design (90%) – 3.5 months
- Construction Documents (100%) – 2 months

**Pedestrian Bridge Design:**

- Preliminary Design (60%) – 5 months
- Final Design/Construction Documents (100%) – 2 months

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

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**The above described services shall proceed upon return of this Task Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.**

This Task Authorization will serve as notice to proceed.

**FREESE AND NICHOLS, INC.:**

BY: SAH  
Scott Hubley, P.E.

TITLE: Principal/Vice President

DATE: 8/17/23

**CITY OF SAN ANGELO:**

DocuSigned by:  
BY: Daniel Valenzuela  
32F9587237A9429...  
Daniel Valenzuela  
Print or Type Name

TITLE: City Manager

DATE: 10/19/2023 | 6:55 PM CDT

Approved as to Form:

DocuSigned by:  
Theresa James  
Theresa James, City Attorney

Approved as to Content:

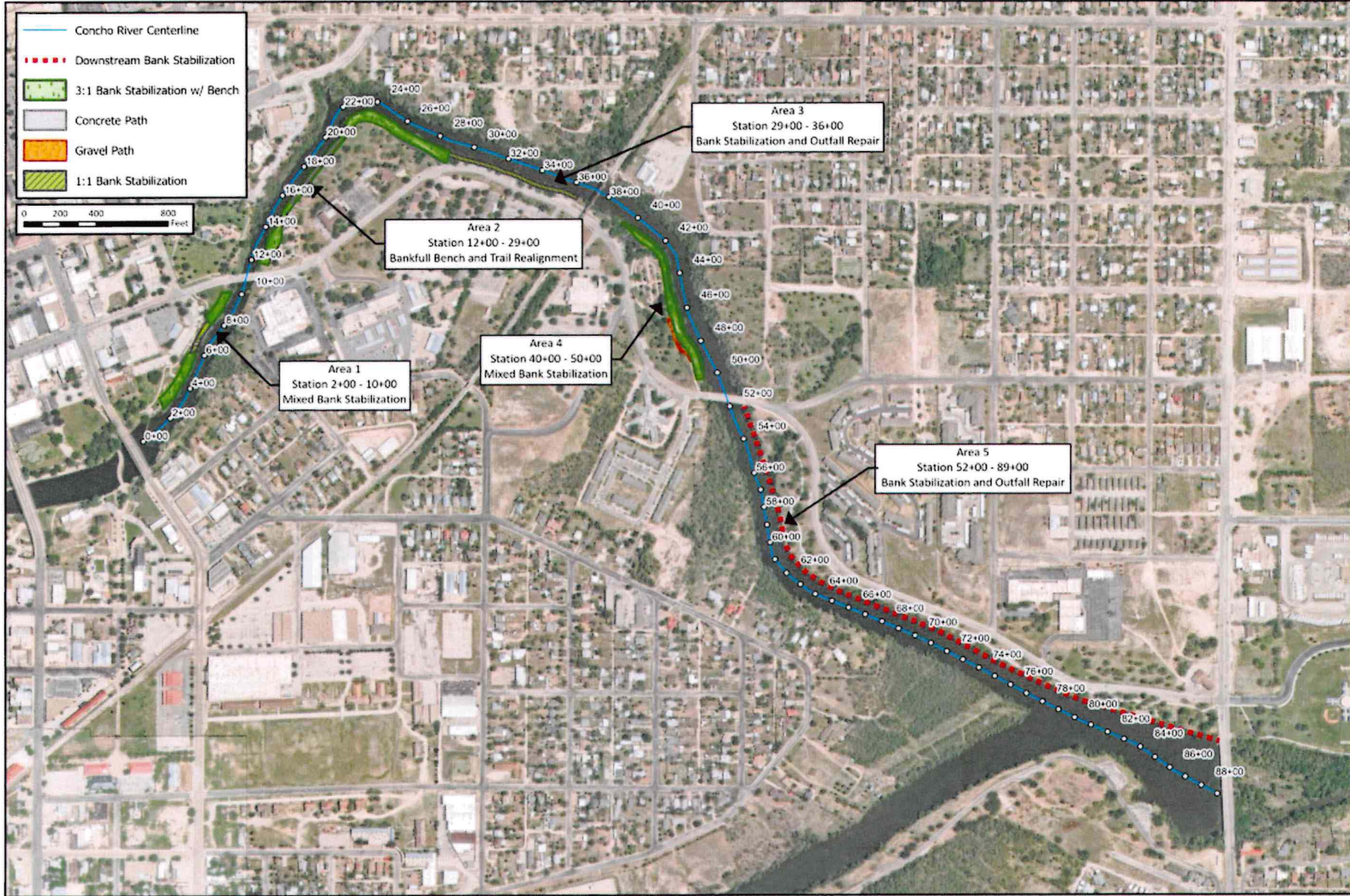
DocuSigned by:  
Al Tomlinson  
Al Tomlinson, Construction Manager

Approved as to Purchasing:

DocuSigned by:  
Jeffrey Tomlinson  
Jeffrey Tomlinson, Purchasing Manager

Approved as to Risk:

DocuSigned by:  
Shandi McWright  
24C563366A64423...  
Shandi McWright, Risk Management



<b>EXHIBIT</b>	
NO. 1	1
DATE	2/26/2019
SCALE	1"=500'
DRAWN	CDP

City of San Angelo  
 Concho River Bank Stabilization  
 Bank Stabilization Areas Location Map



**FRESE NICHOLS**  
 801 Cherry Street, Suite 2800  
 Fort Worth, TX 76102  
 (P) 817-735-7300 (F) 817-735-7491

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Jeremy Valgardson, Airport Director, Airport

Meeting Date: August 19, 2024

Item type: Consent Item

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## **Caption:**

Consider approving a month-to-month agreement with Skyline Aviation to lease space in the Airport Terminal in the amount of \$2,850/month and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)

## **Staff Recommendation:**

Approve

## **Summary/History:**

Skyline Aviation has an immediate need to lease office space at the airport for their upcoming Fall student enrollment. While they are awaiting their classroom facility to be built, they need space for ground instruction and flight training. Skyline has requested to lease the vacant restaurant lobby space until we can start an agreement with a restaurant. The lobby space consists of ~1,800sqft and can be set up with cubicles for individual ground instruction.

I would like a month-to-month lease terminable at will in the event we get a viable restaurant tenant.

The lease is consistent with our other non-concessionaire leases at the rate of \$19/sq. ft./yr, for a total monthly lease rate of \$2,850.

This would be a temporary lease until we get a restaurant tenant or until Skyline finishes their facility and no longer needs the space.

## **Funding Source(s):**

## **Financial Impact:**

The proposed lease rate is \$19/sq. ft./yr, which is similar to our other in terminal non-concessionaire lease rates.

The lobby area consists of ~1,800 sq. ft.

The monthly amount will be \$2,850.

## **Other Information/Recommendation:**

**Attachments:**

**Presentation:**

Jeremy Valgardson

**Approvals/Reviews:**

Jeremy Valgardson

Brandon Dyson

Theresa James

Tina Dierschke

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Jeremy Valgardson, Airport Director, Airport

Meeting Date: August 19, 2024

Item type: Consent Item

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## **Caption:**

Consider a resolution authorizing a continuation of the Passenger Facility Charge program at the San Angelo Regional Airport and authorizing the Airport Director to submit a new PFC application for collection authority (Jeremy Valgardson)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

The CFR's governing Passenger Facility Charges (PFC's) requires City Council to approve a resolution allowing for the application and collection of PFC's. We use PFC's as matching funds for our federal grants. I am requesting to submit a new PFC application for matching funds for the Runway 9-27 conversion as well as the South Taxilane development. The PFC will be collected at the maximum allowed rate of \$4.50 per enplaned passenger. This resolution will give me the authorization to submit the PFC application which will allow for us to continue our collection authority.

## **Funding Source(s):**

## **Financial Impact:**

Continue our PFC collection authority at \$4.50/passenger.

## **Other Information/Recommendation:**

## **Attachments:**

1. PFC Resolution PFC Resolution.docx

## **Presentation:**

Jeremy Valgardson

## **Approvals/Reviews:**

Jeremy Valgardson

Created/Initiated

Brandon Dyson  
Theresa James  
Tina Dierschke  
Theresa James  
Heather Stastny

Approved  
Approved  
Approved  
Approved  
Final Approval

**A RESOLUTION OF THE SAN ANGELO CITY COUNCIL  
AUTHORIZING CONTINUATION OF A \$4.50 PASSENGER  
FACILITY CHARGE (PFC) AT THE SAN ANGELO REGIONAL  
AIRPORT; AND AUTHORIZING THE CITY MANAGER OR HIS  
DESIGNEE TO EXECUTE A NEW PFC APPLICATION AND  
AMEND ANY OPEN APPLICATIONS WITH THE FEDERAL  
AVIATION ADMINISTRATION.**

WHEREAS, A Passenger Facility Charge (PFC) is authorized by federal law and this user fee is imposed only on eligible enplaned passengers utilizing Airports; and,

WHEREAS, The City of San Angelo has used PFCs to fund capital projects since 1993, and,

WHEREAS, The continuation of a PFC charge in the amount of \$4.50 is necessary to accomplish capital projects designed to preserve and enhance capacity, safety, and development of the San Angelo Regional Airport:

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

That the City Manager or his designee is authorized to file a new application and amend, as necessary, any open applications with the Federal Aviation Administration (FAA), authorizing the continuation of the imposition of a PFC at the \$4.50 level, and the expenditure of revenues from the San Angelo Regional Airport, in accordance with the Capital Improvement Program, and the assurances and understandings contained in the application.

PASSED and APPROVED this \_\_\_\_ day of August, 2024.

CITY OF SAN ANGELO, TEXAS

ATTEST:

\_\_\_\_\_  
Heather Stastny, City Clerk

\_\_\_\_\_  
Brenda Gunter, Mayor

APPROVED AS TO CONTENT

APPROVED AS TO FORM

\_\_\_\_\_  
Jeremy Valgardson, Airport Director

\_\_\_\_\_  
Theresa James, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: August 19, 2024

Item type: Consent Item

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## **Caption:**

Second reading of an ordinance for 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's Economic Development & Tourism through the Economic Development Bank as an Enterprise Project (Michael Dane)

## **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.

Council unanimously approved this item at their August 8, 2024, meeting.

## **Funding Source(s):**

## **Financial Impact:**

No fiscal impact. No City incentives offered at this time. Enterprise Zone Program is paid by the Governor's Office.

**Other Information/Recommendation:**

**Attachments:**

- |    |  |  |
|----|--|--|
| 1. | Ethicon II TX EZ Tab 7 Nominating Ordinance<br>DRAFT 2024-07-16R | Ethicon II TX EZ Tab 7 Nominating Ordinance DRAFT<br>2024-07-16R.pdf |
|----|--|--|

**Presentation:**

Michael Dane

**Approvals/Reviews:**

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

**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 8<sup>th</sup> day of August 2024, and finally **PASSED, APPROVED** and **ADOPTED** on this the 19<sup>th</sup> day of August 2024.

CITY OF SAN ANGELO, TEXAS

\_\_\_\_\_  
Brenda Gunter, Mayor

ATTEST:

\_\_\_\_\_  
Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

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Robert Schneeman,  
Economic Development Project Manager

APPROVED AS TO FORM:

---

Theresa James, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development

Meeting Date: August 19, 2024

Item type: Consent Item

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## **Caption:**

Second reading 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 (Michael Dane)

## **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 the item back with only those revisions required for a specific project. Attached is the Ordinance with limited revisions.

Council approved this item at their August 8, 2024, meeting.

## **Funding Source(s):**

## **Financial Impact:**

No fiscal impact. Ordinance only.

## **Other Information/Recommendation:**

## **Attachments:**

1 Adopting Ordinance Abatement Policy	Adopting Ordinance Abatement Policy.pdf
.	
2 Exhibit A	Exhibit A
. DIVISION_3.____UNIFORM_TAX_ABATEMENT_POLI CY	DIVISION_3.____UNIFORM_TAX_ABATEMENT_POLICY.p df

## **Presentation:**

Michael Dane

**Approvals/Reviews:**

Robert Schneeman  
Michael Dane  
Theresa James  
Tina Dierschke  
Heather Stastny

Created/Initiated  
Approved  
Approved  
Approved  
Final Approval

**AN ORDINANCE OF THE CITY OF SAN ANGELO TEXAS, AMENDING CHAPTER 1 “GENERAL PROVISIONS”, ARTICLE 1.09 “TAXATION”, DIVISION 3 “UNIFORM TAX ABATEMENT POLICY PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code (hereafter the “Act”), requires a taxing unit to adopt guidelines and criteria to become eligible to participate in tax abatement; and

**WHEREAS**, the Act provides that adopted guidelines and criteria are effective for two years from the date adopted; and

**WHEREAS**, the City Council of the City of San Angelo reauthorized the Tax Abatement Policy on October 3, 2023 for an additional two year period; and

**WHEREAS**, the Act provides that during the two-year period the guidelines and criteria may be amended or repealed only by a vote of three-fourths of the members of the governing body; and

**WHEREAS**, after having held a public hearing, considered public comment, and considered recommendations from City staff, City Council desires to amend the Tax Abatement Policy.

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

Section 1. That Chapter 1 “General Provisions”, Article 1.09 “Taxation”, Division 3 “Uniform Tax Abatement Policy” of the City of San Angelo Code of Ordinances is hereby amended as shown on **Exhibit A**.

Section 2. 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 3. This Ordinance shall be effective on, from and after the date of adoption.

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

**THE CITY OF SAN ANGELO, TEXAS:**

\_\_\_\_\_  
Brenda Gunter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Heather Stastny, City Clerk

\_\_\_\_\_  
Theresa James, City Attorney

**EXHIBIT A**  
CHAPTER 1 - GENERAL PROVISIONS  
ARTICLE 1.09 - TAXATION  
DIVISION 3. UNIFORM TAX ABATEMENT POLICY

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***DIVISION 3. UNIFORM TAX ABATEMENT POLICY<sup>1</sup>***

**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.

**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
- (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.

**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
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.

### **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.

### **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.

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- (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.

**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.

**Sec. 1.09.067 Termination**

The policy shall terminate on the second anniversary from the date of its adoption by the city.

**Secs. 1.09.068—1.09.090 Reserved**

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Theresa James, City Attorney, Legal

Meeting Date: August 19, 2024

Item type: Consent Item

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## **Caption:**

Second reading of an ordinance amending Chapter 9, Article 9.05 "Camping on Municipal Facility or Public Property" (Theresa James)

## **Staff Recommendation:**

Adopt

## **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

Heather Stastny

Created/Initiated

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 19<sup>th</sup> day of August, 2024.

**CITY OF SAN ANGELO:**

**ATTEST:**

\_\_\_\_\_  
Brenda Gunter, Mayor

\_\_\_\_\_  
Heather Stastny, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Theresa James, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Alfonso Torres, Construction Manager, Construction Management

Meeting Date: August 19, 2024

Item type: Regular Item

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## **Caption:**

Direction considering a proposal for 29th St. Youth Sports Practice Area from Basic IDIQ in the amount of \$1,461,000 for construction services (Alfonso Torres)

## **Staff Recommendation:**

Direction from Council

## **Summary/History:**

The 29<sup>th</sup> Street Sports Complex is an existing group of ball fields and open land that since the 1970's has been home to SAGFPA and Northern Little League. In 2010, a ½ cent sales tax referendum allocated funds for a "youth sports facility". A design was obtained but the project was never constructed.

The original proposal focused on rehabilitation of the three existing baseball fields, including restrooms and batting cages. With the construction since of the Texas Bank Sports complex, the need for baseball fields is not as critical as it was originally, but the need for more youth sports practice areas continues to be a critical need in San Angelo.

The new design consisted of rehabilitation of the main baseball field, a prefabricated restroom, development of practice fields alongside the river, and a pedestrian bridge connecting this area to the existing Kirby Park across the river.

This proposal was brought before City Council as a "Not to Exceed" proposal of \$1,500,000. However, the contractor's price was \$1,800,000 and staff requested direction before entering into value engineering negotiations with the contractor. The contractor was confident that he could greatly reduce the total amount through value engineering. Two proposals offered were to delete either the pedestrian bridge or the bathroom building, each of which would reduce at least \$200,000 of the price. Staff was directed to proceed with value engineering to bring the price down to the \$1,500,000 amount, but that Council's desire was to keep both the pedestrian bridge and the bathroom building.

Another factor to consider is that the Corps of Engineers approved proceeding with the design but without the pedestrian bridge. They had reservations and asked staff to proceed with the design less the bridge and a decision on the bridge would come later. Staff is currently working with the Corps to obtain approval, working on a Cultural Resources Survey as requested by them.

After value engineering, the contractor's proposal is \$1,461,000. While this falls within the \$1,500,000 that has been budgeted, it does not include the pedestrian bridge. If the proposal is adopted as is, there will not

be sufficient funds for the pedestrian bridge once it is approved by the Corps. Staff, therefore, would like direction and/or approval of the proposal with options as follows:

1. The bathroom building is removed from the project. This should leave enough money in the account to cover the cost of the bridge once it's approved.
2. The proposal is accepted as is, not leaving enough money in the account for the bridge. Once the bridge is approved, funding would then need to be found for its construction.

Construction services will include the following:

- Demolish existing hill and structures between the existing fields
- Upgrade existing ball field including irrigation and field materials.
- New bleachers
- New 6' wide concrete walking trail
- Grade new practice field and provide irrigation
- New handicapped parking spaces
- Prefabricated bathrooms with Septic field

**Funding Source(s):**

Fund:	Account:	Project Number:	Amount Budgeted:
General Capital	502-6107-800.07-30		\$1,558,668.00

**Financial Impact:**

The existing balance of the project fund is \$1,558,668.00. The amount budgeted was \$1,500,000.00

**Other Information/Recommendation:**

**Attachments:**

- |    |   |   |
|----|---|---|
| 1. | COSA 29th St Practice Area Renovations Price Proposal | COSA 29th St Practice Area Renovations Price Proposal.pdf |
|----|---|---|

**Presentation:**

Alfonso Torres

**Approvals/Reviews:**

Alfonso Torres	Created/Initiated
Theresa James	Approved
Jeffrey Tomlinson	Approved

Tina Dierschke  
Theresa James  
Heather Stastny

Approved  
Approved  
Final Approval



July 31, 2024

City of San Angelo  
52 W College Ave  
San Angelo, TX 76903

Attention: Al Torres

Reference: 29<sup>th</sup> Street Youth Sports Practice Area Renovations

Subject: Price Proposal

Dear Mr. Torres,

Basic IDIQ Inc. is pleased for the opportunity to submit this price proposal for renovations at the 29<sup>th</sup> St Youth Sports Practice Area, of \$1,461,000.00. This price is based on drawings and specifications provided by the City of San Angelo, to upgrade the existing practice areas, provide a new restroom facility, new concrete walking paths, new infield material on the baseball field, new fencing around the baseball field and irrigation. Basic IDIQ will provide a full detailed price proposal using Gordian EZIQC software. Please contact me directly at any time if any clarifications or if further information is needed.

Respectfully,

Terrel Harris  
Area Manager  
Basic IDIQ Inc.  
325-213-6813  
[THarris@BasicIDIQ.com](mailto:THarris@BasicIDIQ.com)



**SCOPE OF WORK**  
**City of San Angelo**  
**29<sup>th</sup> Street Practice Area Renovations**  
**Gordian EZIQ**  
**July 31, 2024**

**GENERAL:**

This project provides for renovations to the existing Sports Practice area located the 29<sup>th</sup> St facility. Work includes select demolition of existing restrooms, fencing, earthwork, concrete, and bleachers, installation of a new prefabricated restroom, installation of new concrete walk ways, new fencing, new restroom facilities, new infield material, grading existing earthwork and irrigation. This project will be phased as required to accommodate the business and traffic of the facility.

**1.0 SCOPE OF WORK:**

In accordance with this scope of work all labor, materials, supervision, equipment, insurances, taxes, overhead, and all other things or services necessary to install components and systems to provide for the renovation of the affected areas as indicated herein.

**1.1 29<sup>th</sup> Street Practice Area**

**1.1.1 Demolition:**

Work includes but is not limited to the following:

- 1) Provide Project manager and Superintendent for entirety of the project.
- 2) Provide dumpsters for construction debris.
- 3) Provide and install construction entrance per plans C-005 and C-006.
- 4) Provide and install silt fence and erosion control per plans C-005 and C-006.
- 5) Remove existing fencing per, plans A1.1 note A, new fence to be installed.
- 6) Remove existing dug outs, per plans A1.1 note B, new dug outs to be constructed.
- 7) Remove existing parking area, approx. 23'x64', per plans A1.1 note F, new ADA parking to be constructed.
- 8) Remove existing restroom and storage structure, per plans A1.2 note A.
- 9) Remove existing concrete flatwork, per plans A1.2 note C.
- 10) Remove existing light poles and foundations, per plans A1.2 note D.
- 11) Remove existing earthwork (hill), to proper grade according to elevations provided by Architect, per plans A1.2 note F.
- 12) All salvageable base material will be stockpiled in a location provided by COSA and noted on plans A1.2 note F.

**1.1.2 Concrete:**

Work includes but is not limited to the following:

- 1) Grade and prepare areas for new concrete sidewalks, per plan A1.1 note G.
- 2) Grade and prepare area for new ADA Parking approx. 23'x64', per plan A1.1 note F, detail B.
- 3) Set forms and rebar as necessary for concrete,
- 4) Pour concrete sidewalks and parking lot.
- 5) Remove forms and clean area.

**1.1.3 Plumbing:**

Work includes but is not limited to the following:

- 1) Install new Rough in plumbing for Prefabricated restroom building, including septic and city water supply.
- 2) Install new Septic system per plans C-009 and C-0010.
- 3) Tie in plumbing for new Restroom building after building is set.
- 4) Prefab restroom will be delivered with toilets, urinals, and sinks installed.

**1.1.4 Electrical:**

Work includes but is not limited to the following:

- 1) Install new Rough in Electrical for Prefabricated restroom building, City will coordinate with Service provider.
- 2) Tie in electrical for new Restroom building after building is set.
- 3) Prefab restroom will be delivered with all interior fixtures installed.

**1.1.5 Pre-Fabricated Restroom Building:**

Work includes but is not limited to the following:

- 1) Grade location for Restroom building.
- 2) Provide rough in plumbing for Building.
- 3) Provide rough in Electrical for Building.
- 4) Coordinate delivery and offloading of building with vendor.
- 5) Tie in Plumbing and electrical for building.

**1.1.6 Irrigation:**

Work includes but is not limited to the following:

- 1) Provide drawings from certified irrigation contractor
- 2) Install irrigation system designed for COSA requirements.
- 3) Provide irrigation system for new baseball field.
- 4) Provide irrigation system loop for future expansion

**1.1.7 General Construction:**

Work includes but is not limited to the following:

- 1) Grade new baseball and soccer fields per drawings.
- 2) Install clay infield material per COSA specifications
- 3) All Grass or Sod to be installed by COSA.
- 4) Install new backstop and fencing around field per plans, A1.1 note A
- 5) Install new ada bleachers per plan A1.1 note C, existing canopy to remain.
- 6) Install new Dugouts per plans A1.1 note B.

**2.0 DRAWINGS AND SPECIFICATIONS:**

Drawings provided by City of San Angelo.

**2.1 SPECIFICATIONS:**

Work shall be performed per the requirements of the latest edition of the applicable local, state and federal codes and standards.

**3.0 SUBMITTALS:**

Subcontractor shall submit the indicated number of copies of each required submittal. Submittals shall be submitted and approved prior to incorporating that material or activity into the project. Submittals required by specification and/or drawings shall be made regardless of whether or not they are listed on this schedule.

**3.1 SUBMITTAL TYPE AND DESCRIPTION OUTLINE:**

Type	Description	Type	Description
A	Shop Drawings	F	Notification of Sample Availability
B	Manufacturer’s Catalog Cuts/Data	G	Application Instructions
C	Certificate/Certification	H	Operations & Maintenance (O&M) Manuals
D	Performance Test Reports	I	Color Samples
E	Sample of Testing	J	Red Line Drawings

**3.2 PROJECT SUBMITTAL REQUIREMENTS:**

Required Submittal	Quantity	Due Date	Type
	1		I
	1		B

**4.0 SPECIAL CONSIDERATIONS:**

Special considerations are applicable to this project as outlined in the following:

- 4.1 BASIC IDIQ, Inc. will contact the client project manager for equipment outages as required. Basic will provide a minimum of two (1) working day notice for proper outage coordination.
- 4.2 Normal working hours for this project is 7:30am to 6:30pm. Working outside of standard hours or on weekends and holidays will be coordinated and approved by the owner/client. Proposed numbers do include some premium time hours.
- 4.3 All work performed shall be in accordance with the applicable requirements of the latest edition of the Occupational Safety and Health Act (OSHA), Basic IDIQ Safety Manual and Client procedures as applicable.
- 4.4 Work areas will be maintained in a clean and orderly manner with materials, tools, and equipment properly stored and utilized to prevent hazards for worker and incidental personnel in the area. Provide barricades, signs, and other devices as necessary to ensure facility occupants are notified and shielded from dangers that work areas may pose
- 4.8 Work activities and installations are subject to in process inspections and completion inspections by the Client personnel. No “hold points” are imposed on this project; however, items/materials installed which are not accessible after installation may be subject to rework if verification of acceptable installation is not possible
- 4.9 Owner property will be properly protected from damage by construction activities.
- 4.1.2 Please note that this proposal is good for **30 days** unless extension is agreed by Basic IDIQ.

**5.0 Exclusions:**

All exclusions are applicable to this project as outlined in the following:

- 1) Asbestos or Lead abatement
- 2) Any work outside of this scope
- 3) Electrical Service provider
- 4) Grass, Turf, or sod.
- 5) Hauling soils off site.

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Tina Dierschke, Finance Director, Finance

Meeting Date: August 19, 2024

Item type: Regular Item

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## **Caption:**

Consider and adopt a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street improvement projects; and resolving other matters relating to the subject (Presentation made by Finance Director Tina Dierschke)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

Council has an opportunity to continue the process of funding the reconstruction and improvement of City streets. This opportunity is in line with the planned issuance of debt for \$16M every other year for ten years beginning in fiscal year 2016. This is the fifth such debt issue. With the rise in inflation as well as available capacity, we are proposing to issue this bond for \$20M rather than the \$16M that had been planned.

Issuing certificates of obligation or general obligation debt takes anywhere from 75 to 90 days from initiation to close.

The notice states the principal amount of the certificates of obligation, the approved projects, the proposed repayment method of the property tax levy for debt service, and the regular Council meetings at which the ordinance authorizing the issuance and sale of certificates of obligation will be considered.

Approval of this publication yields compliance with the issuance of certificates of obligation process as set forth under the Texas Government Code, Chapter 551 regarding open meetings.

## **Funding Source(s):**

## **Financial Impact:**

A total of \$20,000,000 General Fund expenditure is to be financed by the issuance of certificates of obligation.

## **Other Information/Recommendation:**

## **Attachments:**

- |    |   |   |
|----|---|---|
| 1. | Notice Resolution (San Angelo 2024 COs) -<br>AGENDA | Notice Resolution (San Angelo 2024 COs) -<br>AGENDA.doc |
| 2. | 2024 Streets CO Timeline                            | 2024 Streets CO Timeline.pdf                            |

**Presentation:**

Tina Dierschke

**Approvals/Reviews:**

Tina Dierschke	Created/Initiated
Ryan Gaddy	Approved
Theresa James	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval

RESOLUTION NO. 2024-\_\_

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO PROVIDE FUNDS FOR STREET IMPROVEMENT PROJECTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, this City Council deems it advisable to authorize publication of notice of intent to issue certificates of obligation for the purposes hereinafter set forth; and

WHEREAS, the City of San Angelo (the "City") expects to pay expenditures in connection with the projects described in "Exhibit A" to this Resolution prior to the issuance of the certificates of obligation hereinafter described;

WHEREAS, this City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described certificates of obligation;

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto and marked "Exhibit A" is a form of notice, the form and substance of which are hereby passed and approved.

Section 2. The City Clerk shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, with the date of the first publication to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates, and, if the City maintains an Internet website, continuously on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates.

Section 3. All costs to be reimbursed pursuant hereto will be capital expenditures; the proposed certificates of obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the certificates of obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO,  
TEXAS, this 19th day of August, 2024.

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Brenda Gunter, Mayor

ATTEST:

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Heather Stastny, City Clerk

[CITY SEAL]

Approved As to Form:

Approved As to Content:

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A. Cooper Anderson  
McCall, Parkhurst & Horton L.L.P.

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Tina Dierschke, Director of Finance  
City of San Angelo, Texas

EXHIBIT A

CITY OF SAN ANGELO, TEXAS  
NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE  
CERTIFICATES OF OBLIGATION  
TO PROVIDE FUNDS FOR STREET IMPROVEMENT PROJECTS

NOTICE IS HEREBY GIVEN that the City Council of the City of San Angelo, Texas, at its meeting to commence at 8:30 A.M. on October 15, 2024, at the McNease Convention Center, 500 Rio Concho Drive, City Council Chambers, San Angelo, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$20,250,000 for paying all or a portion of the City's contractual obligations incurred in connection with (i) constructing and improving streets, roads, alleys, bridges and sidewalks including related utility relocation, drainage, signalization, landscaping, screening walls, lighting and signage; and (ii) legal, fiscal and engineering fees in connection with such projects. The ordinance may authorize an authorized officer of the City to effect the sale and delivery of the certificates of obligation on a date subsequent to the adoption of the ordinance. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date for the certificates is September 30, 2045. The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$31,720,481. The current principal of all outstanding debt obligations of the City is \$156,335,000. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$208,504,388. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a limited pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

CITY OF SAN ANGELO, TEXAS



# Approximate Timing of the Certificates of Obligation

*Subject to Change.*

August							September							October							November											
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S					
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5														
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9					
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16					
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23					
25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30					

  Denotes City Council Meeting Date  
  Denotes Closing Date

Date	Task
<b>Tuesday, August 20, 2024</b>	<b>City Council Meeting</b> - Financing update from Specialization Public Finance Inc. ("SPFI") for the issuance of the Certificates. The City Council will consider an Ordinance authorizing the publication of the notice of intent to issue the Certificates. (8:30 AM)
<b>Friday, August 30, 2024</b>	First publication of notice of intent to issue Certificates in the newspaper of general circulation.
<b>Friday, September 6, 2024</b>	Second publication of notice of intent to issue Certificates in the newspaper of general circulation.
<b>Week of: Monday, September 9, 2024</b>	SPFI distributes the Preliminary Official Statement ("POS") for comments and requests rating from S&P Global Ratings ("S&P") & Fitch Ratings ("Fitch").
<b>Week of: Monday, September 16, 2024</b>	Conference call with S&P and Fitch.
<b>Friday, October 4, 2024</b>	Receive rating from S&P and Fitch.
<b>Thursday, October 10, 2024</b>	SPFI to post the POS.
<b>Monday, October 14, 2024</b>	<b>Markets closed – Columbus Day.</b>
<b>Tuesday, October 15, 2024</b>	<b>City Council Meeting</b> – The Council will consider the Ordinance authorizing a Parameters Sale of the Certificates.
<b>Thursday, October 17, 2024</b>	<b>Competitive Sale</b> – Receive bids on the Certificates from broker/dealers. The bids are tabulated and verified by SPFI.
<b>Thursday, November 14, 2024</b>	<b>Closing Date</b> – Proceeds from the Certificates are delivered to the construction fund.

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Finance

Meeting Date: August 19, 2024

Item type: Regular Item

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**Caption:**

Consider and adopt an ordinance authorizing the issuance and sale of City of San Angelo, Texas Tax Note, Series 2024; levying an annual ad valorem tax and providing for the payment of said note; providing an effective date; and enacting other provisions relating to the subject (Presentation made by Finance Director Tine Dierschke)

**Staff Recommendation:**

Adopt

**Summary/History:**

On July 16, 2024, City Council directed Specialized Public Finance, Inc. to issue a short-term note to complete several projects funded with these proceeds. The total amount of the short-term notes is expected to be approximately \$7.5 million, which will be paid back over two years.

The proposed projects are as follows:

Public safety radio infrastructure	\$1,500,000
Axon weapons system agreement	\$3,743,745
Public safety radios	\$800,000
Additional ambulance	\$250,000
Riverstage improvements	\$1,221,255
<b>TOTAL</b>	<b>\$7,515,000</b>

The draft ordinance attached contains estimates. Final numbers will be provided at Second Reading on September 3, 2024.

**Funding Source(s):**

**Financial Impact:**

Debt service obligation associated with issuance: \$7,515,000

**Other Information/Recommendation:**

**Attachments:**

- |    |                                    |   |
|----|------------------------------------|---|
| 1. | 2024 ST Notes Timeline             | 2024 ST Notes Timeline.pdf              |
| 2. | Ordinance - Tax Note 2024 - AGENDA | Ordinance - Tax Note 2024 - AGENDA.docx |

**Presentation:**

Tina Dierschke

**Approvals/Reviews:**

Tina Dierschke	Created/Initiated
Ryan Gaddy	Approved
Tina Dierschke	Approved
Theresa James	Approved
Heather Stastny	Final Approval



# Approximate Timing of the Tax Notes

*Subject to Change.*

July					August					September										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					

Denotes City Council Meeting Date  
 Denotes Closing Date

Date	Task
Tuesday, July 16, 2024	<b>Council Meeting &amp; Budget Workshop</b> – Specialized Public Finance Inc. (“SPFI”) will present the financing plan for the issuance of the Notes. (8:30 am)
Thursday, July 25, 2024	Taxable Assessed Value received.
Thursday, August 1, 2024	Bank Placement Agent to distribute a term sheet and the City’s financial information to local, regional, and national banks for the Notes.
Friday, August 16, 2024	The Bank Placement Agent to receive bids from Banks for the Notes. (11:00 am)
Monday, August 19, 2024	<b>Council Meeting - Award</b> – Bid results provided to the Council by SPFI. The Council awards the Notes to the winning bidder. The Council sets the tax rate. (8:30 am)
Wednesday, September 18, 2024	<b>Delivery Date</b> – The City receives the Notes proceeds.



and be payable in installments on the dates and in the amounts stated in the FORM OF NOTE set forth in this Ordinance. The Note shall bear interest on the unpaid balance of the principal amount thereof, from the date of delivery to the scheduled due date of the principal installments of the Note [or the date of maturity prior to redemption], at the rate of interest stated in the FORM OF NOTE set forth in this Ordinance. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance.

The term “Note” as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and any substitute note exchanged therefor, as well as any other substitute or replacement note issued pursuant hereto, and the term “Note” shall mean any such note.

### Section 3. CHARACTERISTICS OF THE NOTE.

(a) Registration. The Issuer hereby appoints [\_\_\_\_\_], to serve as paying agent and registrar for the Note (the “Paying Agent/Registrar”). The Mayor or City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer and exchange of the Note (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Note. Registration of assignments, transfers and exchanges of a Note shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

(b) Transfer and Exchange. Except as provided in Section 3(f) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel any Note surrendered for exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing transfer and exchange of any Note, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of a substitute Note in the manner prescribed herein. Pursuant to Chapter 1201, Government Code, as amended, the duty of transfer of a Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note that initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts. The Note may be transferred and registered in the name of the new registered owner in whole but not in part. The Note may only be transferred to: (i) an affiliate of the Purchaser (defined herein); (ii) a “Bank” as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the “Securities Act”); (iii) an “Accredited Investor” as defined

in Regulation D under the Securities Act; or (iv) a “Qualified Institutional Buyer” as defined in Rule 144A under the Securities Act.

(c) Payment of Note and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Note, shall properly and accurately record all payments on the Note on the Registration Books, and shall keep proper records of all exchanges of Notes, and all replacements of Notes, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least 5 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Note to be payable only to the Registered Owner thereof, (ii) may and shall be prepaid or redeemed prior to its scheduled maturity (iii) may be exchanged for another Note, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Note shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Note initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in exchange for any Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(e) Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Note that at all times while the Note is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 20 days written notice to the Paying Agent/Registrar, to be effective not later than 15 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the

Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Note. In lieu of the executed Certificate of Paying Agent/Registrar described above, the initial Note delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Delivery of Initial Note. On the closing date, one initial Note representing the entire principal amount of the Note, payable in stated installments to the Purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor and City Clerk of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to such Purchaser or its designee.

Section 4. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Note.

NO. R-1	UNITED STATES OF AMERICA STATE OF TEXAS  CITY OF SAN ANGELO, TEXAS TAX NOTE SERIES 2024	PRINCIPAL AMOUNT \$[7,590,000]
---------	--	--------------------------------------

Interest Rate	Delivery Date
See Below	September 18, 2024

REGISTERED OWNER: [ \_\_\_\_\_ ]

PRINCIPAL AMOUNT: [SEVEN MILLION FIVE HUNDRED NINETY THOUSAND DOLLARS]

The City of San Angelo, in Tom Green County, Texas (the "Issuer"), being a political subdivision of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns (the "Registered Owner"), the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount from time to time remaining unpaid, at the rates per annum for each principal installment as set forth in the table below, calculated on the basis of a 360-day year of twelve 30-day months. The unpaid principal of this Note shall mature on [August 15, 2026] and shall be payable in installments on the dates and in the amounts set forth in the table below:

Payment Date(8/15)	Principal Installment(\$)	Interest Rate(%)
-----------------------	------------------------------	---------------------

THE PRINCIPAL OF AND INTEREST ON THIS NOTE are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Note on [February 15, 2025], and on each August 15 and February 15 thereafter to the date of maturity[ or the date of redemption prior to maturity]. The last principal installment of this Note shall be paid to the registered owner hereof upon presentation and surrender of this Note at maturity, or upon the date for its redemption prior to maturity, at the principal trust office of [\_\_\_\_\_], which is the “Paying Agent/Registrar” for this Note. The payment of all other principal installments of and interest on this Note shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Note (the “Note Ordinance”) to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the fifteenth business day of the month next preceding each such date (the “Record Date”) on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. If any Record Date shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such Record Date shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

UPON THE PAYMENT [or partial redemption] of the principal installments of this Note, the Paying Agent/Registrar shall note in the Payment Record appearing on a copy of this Note the amount of each such payment, the date said payment was made and the remaining unpaid principal balance of this Note and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Note Registration Books.

ANY ACCRUED INTEREST due in connection with the final installment of principal of this Note[, or upon redemption of this Note at the option of the Issuer prior to maturity as provided herein,] shall be paid to the registered owner upon presentation and surrender of this Note for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Note that on or before each principal payment date and interest payment date for this Note it will make available to the Paying Agent/Registrar, from the “Interest and Sinking Fund” created by the Note Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is dated September 18, 2024, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[7,590,000] for the public purpose of (i) acquiring, constructing, improving and equipping parks, streets and public safety facilities, and (ii) the payment of professional services and costs of issuance related to the Note.

[ON SEPTEMBER 19, 2024, or any date thereafter, the unpaid principal installments of this Note may be redeemed prior to their scheduled maturity, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular principal installments or portions thereof, to be redeemed shall be selected and designated by the Issuer, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST thirty (30) days prior to the date fixed for any optional redemption of this Note or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of this Note at its address as it appeared on the Registration Books on the day such notice of redemption is mailed; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of this Note. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for this Note or portions thereof which are to be so redeemed. If such written notice of redemption is sent, if due provision for such payment is made and the redemption price is paid to the Registered Owner hereof, all as provided above, this Note or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding.]

[UPON THE PREPAYMENT or partial redemption of this Note, the Paying Agent/Registrar, shall note in the Payment Record appearing on a copy of this Note the amount of such prepayment, the date said payment was made and the remaining unpaid principal balance of this Note and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Registration Books, and the Paying Agent/Registrar shall also record in the Registration Books and on the Payment Record all payments of principal installments on such Note when made on their respective due dates.]

THIS NOTE is issuable in the form of one fully-registered Note without coupons in the denomination of \$[7,590,000]. This Note may be transferred or exchanged as provided in the Note Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent/Registrar upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the registered owner or his duly authorized attorney, and thereupon a new Note of the same maturity and in the same aggregate principal amount shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Note Ordinance, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent/Registrar may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such transfer or exchange [(i)] during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date[, or (ii) within ten (10) days prior to a redemption date].

IN THE EVENT any Paying Agent/Registrar for this Note is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Note Ordinance that it promptly will

appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owner of the Note.

THIS NOTE shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication shall have been executed by the Paying Agent/Registrar or the Comptroller's Registration Certificate hereon shall have been executed by the Texas Comptroller of Public Accounts.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owner of the Note.

BY BECOMING the registered owner of this Note, the registered owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Clerk of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.

\_\_\_\_\_  
(signature)  
City Clerk

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) Form of Payment Record.

PAYMENT RECORD

Date of Payment	Principal Payment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Note is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Note Ordinance described in the text of this Note; and that this Note has been issued in replacement of, or in exchange for, a Note that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_.

[\_\_\_\_\_]   
Paying Agent/Registrar

By: \_\_\_\_\_   
Authorized Representative

(d) Form of Assignment.

ASSIGNMENT  
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: \_\_\_\_\_

Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_

\_\_\_\_\_, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

(e) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Note and that this Note has been registered this day by me.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

#### Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Note. All ad valorem taxes levied and collected for and on account of said Note shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Note is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Note as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Note as such principal matures (but never less than 2% of the original amount of said Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while said Note is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Note, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund. At least one business day prior to February 15 and August 15, the Issuer shall transfer from the Interest and Sinking Fund to the Paying Agent the amount due for such succeeding payment.

(b) Article 1208, Government Code, applies to the issuance of the Note and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Note is outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owner of the Note a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

#### Section 6. DEFEASANCE OF NOTE.

(a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a “Defeased Note”) within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the “Future Escrow Agreement”) for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Note shall have become due and payable. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem a Defeased Note that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Note for redemption; (2) gives notice of the reservation of that right to the Registered Owner of the Defeased Note immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Note and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Note may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Note, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by Texas law that are eligible to refund, retire or otherwise discharge obligations such as the Note.

(d) Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.

(a) Replacement Note. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Section 1206.022, Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for a Note issued in exchange for another Note.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION AND ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Note said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the Issuer's Bond Counsel may, at the option of the Issuer, be printed on the Note issued and delivered under

this Ordinance, but shall not have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Note.

(b) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Note to the Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Note is hereby approved and confirmed. The engagement of such firm, with respect to such services as bond counsel, is hereby authorized and approved.

#### Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Note as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), the interest on which is not includable in the “gross income” of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Note (less amounts deposited to a reserve fund, if any) are used for any “private business use,” as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the Projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Note, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Note or the Projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” that is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Note being treated as a “private activity bond” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Note being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Note, other than investment property acquired with –

(A) proceeds of the Note invested for a reasonable temporary period of 3 years or less or, in the case of an current refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Note is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Note;

(7) to otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Note will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. The Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations (hereinafter defined). It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the “Treasury Regulations”). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Note, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Note, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the City Manager and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Note.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Projects financed with the proceeds of the Note on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Note or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax

purposes, of the Note or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Note. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF NOTE. The Note is hereby initially sold and shall be delivered to [ ] (the "Purchaser") for cash for the par value thereof, pursuant to the purchase agreement dated the date of the final passage of this Ordinance which the Mayor is hereby authorized to execute and deliver. The Note shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 11. FURTHER PROCEDURES. The Mayor, Mayor Pro Tem, City Clerk, City Manager and Finance Director of the City shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar (the form and substance of which are hereby approved) and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note and the sale of the Note. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission (the "Rule"). The Issuer is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the Issuer or the Note.

#### Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Note when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Note, including, but not limited to its prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the registered owner to the Issuer.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of

the registered owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Note shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Note so as to:

- (1) Make any change in the maturity of the Note;
- (2) Reduce the rate of interest borne by the Note;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Note;
- (4) Modify the terms of payment of principal or of interest or redemption premium, if any, on the Note or impose any condition with respect to such payment; or

(5) Change the requirement with respect to Registered Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Registered Owner of the Note a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of the Note, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Registered Owner of the Note shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Note pursuant to the provisions of this Section shall be irrevocable for a period of 6 months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after 6 months from the date of the mailing of said notice by the Registered Owner, or by a successor in title, by filing notice with the Issuer.

For the purposes of establishing ownership of the Note, the Issuer shall rely solely upon the registration of the ownership of such Note on the registration books kept by the Paying Agent/Registrar.

#### Section 15. PROJECT FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund or account to be entitled the "Series 2024 Note Project Fund" for use by the Issuer for payment of all lawful costs associated with the Projects as hereinbefore provided, and to pay the costs of issuance of the Note. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Note (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Note will be used as soon as practicable for the purposes for which the Note is issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 16. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 17. APPROPRIATION. To pay the debt service coming due on the Note, if any prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

(Execution Page Follows)

APPROVED AND ADOPTED ON THE 19<sup>TH</sup> DAY OF AUGUST, 2024.

THE CITY OF SAN ANGELO, TEXAS

---

Brenda Gunter, Mayor

Attest:

---

Heather Stastny, City Clerk

Approved As to Form:

Approved As to Content:

---

A. Cooper Anderson  
McCall, Parkhurst & Horton L.L.P.

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Tina Dierschke, Finance Director  
City of San Angelo, Texas

[CITY SEAL]

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SAN ANGELO, TEXAS TAX NOTE, SERIES 2024; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE PAYMENT OF SAID NOTE; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Jonathan Flores, Budget Manager, Budget

Meeting Date: August 19, 2024

Item type: Regular Item

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## **Caption:**

Discussion and consideration of matters related to the fiscal year 2024-2025 operating budget including:

1. first reading and public hearing of an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025. This budget will raise more total property taxes than last year's budget by \$5,960,706 (11.66%), and of that amount, \$671,739 is tax revenue to be raised from new property added to the tax roll; and,
2. conducting a separate vote to ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for September 3, 2024, a regular meeting of the City Council as an action item (Presentation made by Finance Director Tina Dierschke)

## **Staff Recommendation:**

Adopt  
Approve

## **Summary/History:**

Through Council communications via memos and workshop discussions, staff has made progress toward preparing the 2024-25 budget. The following action items are necessary to proceed with adopting the 2024-2025 budget.

1. This is the first public hearing and introduction of the budget ordinance for the fiscal year beginning October 1, 2024, and ending September 30, 2025. The ordinance appropriates funds for the 2024-2025 fiscal year (exhibit A) and approves the pay schedule for all City employees (exhibit B). It also determines and approves budget amendment authorizations. The ordinance authorizes the City Manager to apply for and accept the routine, recurring grants (exhibit C) and execute any documents related to these grants. The City Manager is also given the authority to execute certain Interlocal Agreements that do not require the expenditure of City funds. The staffing headcount is authorized in sections ten for civil service and eleven for civilians (exhibit D). The proposed 2024-2025 budget meets all legal requirements.
2. The next item for the Council's consideration is to conduct a separate record vote to ratify the property tax revenue budgeted per truth in taxation guidelines.

The motion must specifically be made to:

"Ratify the property tax revenue increase reflected in the budget and place the adoption of this tax rate on the agenda for September 3, 2024, regular meeting of the City Council as an action item."

## **Funding Source(s):**

**Financial Impact:**

Total operating budget of \$196,424,464. See the attached ordinance and draft budget for specifics.

**Other Information/Recommendation:**

Staff recommends approval.

**Attachments:**

- |    |                                     |   |
|----|-------------------------------------|---|
| 1. | PROPOSED Operating Budget FY2024-25 | PROPOSED Operating Budget FY2024-25.pdf |
| 2. | 2024-2025 Budget Ordinance - FINAL  | 2024-2025 Budget Ordinance - FINAL.docx |

**Presentation:**

Tina Dierschke

**Approvals/Reviews:**

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



# CITY OF SAN ANGELO

OPERATING BUDGET  
*2024 / 2025*



# City of San Angelo, Texas

## Operating Budget Fiscal Year 2024-25

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$5,960,706 (11.66%), AND OF THAT AMOUNT, \$671,739 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR

City Council Record Vote

**\*\*September 3, 2024\*\***

The members of the governing body voted on the adoption of the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Tax Rate	Adopted FY2023-24	Proposed FY2024-25
Property Tax Rate	0.7042 / \$100	0.7544 / \$100
No New Revenue Tax Rate	0.6566 / \$100	0.6656 / \$100
No New Revenue M&O Tax Rate	0.5698 / \$100	0.5863 / \$100
Voter Approval Tax Rate	0.7042 / \$100	0.7739 / \$100
Debt Tax Rate	0.1143 / \$100	0.1294 / \$100

The total amount of municipal debt obligations secured by property taxes is \$57,680,000.

# General Fund

## Schedule of Revenues and Expenditures

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>101 REVENUES:</b>						
<b>Taxes</b>						
Property Tax	41,160,674	43,394,729	43,394,729	43,113,882	47,800,202	4,405,473
Sales Tax	24,415,384	23,112,886	23,112,886	18,551,772	23,965,977	853,091
Alcohol Beverage Taxes	458,495	448,316	448,316	342,638	467,151	18,835
Bingo Taxes	36,007	32,994	32,994	26,664	35,361	2,367
Franchise Tax	6,927,425	6,851,632	6,851,632	5,012,123	6,703,553	(148,079)
Total Taxes	72,997,985	73,840,557	73,840,557	67,047,079	78,972,244	5,131,687
<b>Public Safety</b>						
Police	296,388	296,420	296,420	260,130	384,500	88,080
Municipal Court	1,871,706	2,119,275	2,119,275	1,312,074	2,145,275	26,000
Fire	5,678,215	4,537,550	4,537,550	3,085,865	4,709,550	172,000
Fire Prevention	62,781	120,923	120,923	54,923	150,923	30,000
Total Public Safety	7,909,090	7,074,168	7,074,168	4,712,992	7,390,248	316,080
<b>Public Works</b>						
Engineering	1,785	1,785	1,785	1,000	1,035	(750)
Traffic Control	11,555	166,000	166,000	94,666	166,000	-
Street & Bridge	2,694,015	-	3,916,318	(10,210)	-	-
Total Public Works	2,707,355	167,785	4,084,103	85,456	167,035	(750)

# General Fund

## Schedule of Revenues and Expenditures

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<u>101 REVENUES CONTINUED:</u>						
Public Services						
Parks	21,841	44,700	44,700	19,069	44,700	-
Recreation	427,500	390,723	390,723	238,786	434,723	44,000
Swimming Pool	144,093	140,841	140,841	89,023	140,841	-
Total Public Services	593,434	576,264	576,264	346,878	620,264	44,000
Development Services						
Administrative	17,130	13,950	13,950	10,400	14,000	50
Planning	89,393	80,995	80,995	55,146	147,500	66,505
Permits & Inspections	1,297,552	1,204,196	1,204,196	1,058,745	1,576,500	372,304
Total Development Services	1,404,075	1,299,141	1,299,141	1,124,291	1,738,000	438,859
Neighborhood & Family Services						
Code Compliance	173,792	269,005	269,005	136,996	170,000	(99,005)
Animal Services	38,990	40,000	40,000	18,813	35,000	(5,000)
Total Neighborhood & Family Services	212,782	309,005	309,005	155,809	205,000	(104,005)

# General Fund

## Schedule of Revenues and Expenditures

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<u>101 REVENUES CONTINUED:</u>						
Other Departmental Charges						
Health Services	112,251	113,900	113,900	115,075	110,000	(3,900)
Legal & Real Estate	110,471	136,778	136,778	122,166	140,663	3,885
Other Departmental charges	163,809	125,878	125,878	93,356	100,878	(25,000)
Other Departmental Charges	386,531	376,556	376,556	330,597	351,541	(25,015)
Other Revenue Sources						
Interest	940,880	911,630	911,630	1,112,597	1,049,571	137,941
Administrative Charges (Indirect Cost)	3,632,043	4,128,043	4,128,043	3,102,296	4,265,068	137,025
Miscellaneous	60,102	-	-	54,799	-	-
Transfers In	787,103	952,980	952,980	615,954	985,555	32,575
Other Revenue Sources	5,420,128	5,992,653	5,992,653	4,885,646	6,300,194	307,541
<b>Total General Fund Revenues</b>	<b>\$ 91,631,380</b>	<b>\$ 89,636,129</b>	<b>\$ 93,552,447</b>	<b>\$ 78,688,748</b>	<b>\$ 95,744,526</b>	<b>\$ 6,108,397</b>

# General Fund

## Schedule of Revenues and Expenditures

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>101 EXPENDITURES:</b>						
<b>Public Safety</b>						
Police <sup>(1)</sup>	21,936,250	23,748,828	25,044,274	18,278,331	26,098,819	2,340,431
Municipal Court	2,188,916	2,529,885	2,423,675	1,617,410	2,653,706	123,821
Public Safety Communications	2,247,569	2,227,776	2,227,776	1,901,762	2,377,142	149,366
Fire <sup>(1)</sup>	20,567,915	21,499,602	23,226,792	17,348,272	23,954,185	2,454,583
Fire Prevention	642,549	897,325	868,983	564,382	965,760	68,435
<b>Total Public Safety</b>	<b>47,583,199</b>	<b>50,903,416</b>	<b>53,791,500</b>	<b>39,710,157</b>	<b>56,049,612</b>	<b>5,136,636</b>
<b>Public Works</b>						
Engineering	1,229,803	1,688,722	1,560,183	1,083,382	1,855,705	166,983
Operations Admin	288,221	390,455	354,433	235,481	372,046	(18,409)
Traffic/Signal Control	1,028,717	1,193,099	1,189,055	800,550	1,352,818	159,719
Street and Bridge	10,530,656	6,713,315	12,750,741	9,450,900	6,899,461	186,146
Street Lighting	956,242	1,118,829	1,268,459	768,925	1,118,829	-
<b>Total Public Works</b>	<b>14,033,639</b>	<b>11,104,420</b>	<b>17,122,871</b>	<b>12,339,238</b>	<b>11,598,859</b>	<b>494,439</b>
<b>Public Services</b>						
Parks	3,920,131	4,153,702	4,114,356	3,014,362	4,363,769	210,067
Water Lily Garden	114,898	115,796	115,796	115,796	118,691	2,895
Recreation	1,139,674	979,743	916,724	655,219	1,102,995	123,252
Swimming Pool	194,006	172,496	217,293	115,017	217,195	44,699
<b>Total Public Services</b>	<b>5,368,709</b>	<b>5,421,737</b>	<b>5,364,169</b>	<b>3,900,394</b>	<b>5,802,650</b>	<b>380,913</b>

# General Fund

## Schedule of Revenues and Expenditures

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<u>101 EXPENDITURES CONTINUED:</u>						
Planning & Development Services						
Administration	646,987	641,613	997,524	790,778	522,439	(119,174)
Planning	328,218	391,150	342,996	219,680	463,793	72,643
Permits & Inspections	1,075,978	1,153,015	1,171,650	883,786	1,380,396	227,381
Total Planning & Development Services	2,051,183	2,185,778	2,512,170	1,894,244	2,366,628	180,850
Neighborhood & Family Services						
Code Compliance	608,187	650,639	650,639	474,684	703,177	52,538
Animal Services	1,284,782	1,257,796	1,302,192	1,024,523	1,392,518	134,722
Social Services	385,754	308,598	409,287	202,052	330,929	22,331
Total Neighborhood & Family Services	2,278,723	2,217,033	2,362,118	1,701,259	2,426,624	209,591
Health Services						
Nursing	149,793	190,827	188,033	128,035	216,768	25,941
Environmental Health	95,402	109,278	100,071	53,763	101,060	(8,218)
Administration	203,810	218,206	218,206	166,804	237,524	19,318
MHMR Contribution	87,208	80,500	80,500	53,667	80,500	-
Total Health Services	536,213	598,811	586,810	402,269	635,852	37,041

# General Fund Schedule of Revenues and Expenditures

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b><u>101 EXPENDITURES CONTINUED:</u></b>						
<b>General Government</b>						
City Council	134,421	163,844	165,990	125,874	186,293	22,449
City Manager	913,016	938,262	937,415	728,392	992,267	54,005
Internal Auditor	91,246	96,960	97,807	73,298	105,484	8,524
Communications	212,303	232,596	232,596	170,421	250,942	18,346
City Clerk	348,273	323,315	323,315	211,939	353,748	30,433
Construction Management Development Corporation	125,046	131,049	131,049	97,611	141,714	10,665
	268,907	370,019	370,019	181,486	379,374	9,355
<b>Total General Government</b>	<b>2,093,212</b>	<b>2,256,045</b>	<b>2,258,191</b>	<b>1,589,021</b>	<b>2,409,822</b>	<b>153,777</b>
<b>Administrative Services</b>						
City Attorney/Legal	784,062	844,190	845,132	598,156	944,785	100,595
Real Estate	141,782	181,105	181,105	134,997	196,185	15,080
Finance	2,043,357	2,389,819	2,433,542	2,050,779	2,625,710	235,891
Billing & Receipts	818,503	884,063	866,743	720,508	955,073	71,010
Information Technology <sup>(2)</sup>	865,310	902,247	902,247	678,522	-	(902,247)
Purchasing	257,297	271,132	286,132	199,780	314,220	43,088
Human Resources	3,027,800	3,040,171	3,048,113	2,301,591	3,251,710	211,539
Facilities Maintenance	879,352	773,951	808,009	605,758	832,063	58,112
GIS	407,277	425,290	425,290	305,105	460,816	35,526
Non-Departmental	276,253	1,206,633	1,217,817	303,591	1,023,884	(182,749)
Lobbyist	-	25,000	25,000	-	25,000	-
Legal Notices	15,969	35,894	21,494	10,254	20,894	(15,000)
<b>Total Administrative Services</b>	<b>9,516,962</b>	<b>10,979,495</b>	<b>11,060,624</b>	<b>7,909,041</b>	<b>10,650,340</b>	<b>(329,155)</b>

# General Fund

## Schedule of Revenues and Expenditures

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>101 EXPENDITURES CONTINUED:</b>						
Transfers Out						
Grants	575,499	259,290	259,290	194,467	259,290	-
Capital	3,086,188	2,061,440	2,106,088	1,579,566	2,061,440	-
Debt Service	200,000	200,000	200,000	150,000	-	(200,000)
Other Funds	3,899,102	1,448,664	2,569,468	1,927,101	1,483,409	34,745
Total Transfers Out	7,760,789	3,969,394	5,134,846	3,851,134	3,804,139	(165,255)
<b>Total General Fund Expenditures</b>	<b>\$ 91,222,629</b>	<b>\$ 89,636,129</b>	<b>\$ 100,193,299</b>	<b>\$ 73,296,757</b>	<b>\$ 95,744,526</b>	<b>\$ 6,098,837</b>
Increase/(Decrease) in Fund Balance	408,751	-	(6,640,852)	5,391,991	-	-
Beginning Fund Balance	31,615,358	32,024,110	32,024,110	32,024,110	25,383,258	(6,640,852)
<b>Ending Fund Balance</b>	<b>\$ 32,024,109</b>	<b>\$ 32,024,110</b>	<b>\$ 25,383,258</b>	<b>\$ 37,416,101</b>	<b>\$ 25,383,258</b>	<b>\$ (6,640,852)</b>

<sup>(1)</sup> Increases to Police and Fire are due to civil service personnel receiving mid-year raises in FY24.

<sup>(2)</sup> The Information Technology department expenses have been moved into their own internal service fund.

# General Debt Service Fund

## Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b><u>105 REVENUES:</u></b>						
Current Taxes	6,395,702	8,298,228	8,298,228	8,236,492	9,791,779	1,493,551
Delinquent Taxes	59,843	55,000	55,000	62,023	55,000	-
Transfers In	2,915,600	2,919,038	2,919,038	2,831,538	2,715,600	(203,438)
Interest	102,223	37,488	37,488	107,811	77,542	40,054
<b>Total Revenues</b>	<b>\$ 9,473,368</b>	<b>\$ 11,309,754</b>	<b>\$ 11,309,754</b>	<b>\$ 11,237,864</b>	<b>\$ 12,639,921</b>	<b>\$ 1,330,167</b>
<b><u>105 EXPENSES:</u></b>						
Principal on Debt	6,782,531	7,016,000	7,065,000	5,202,531	9,082,063	2,066,063
Interest on Debt	3,203,091	3,002,305	2,998,296	1,504,386	3,006,336	4,031
Issue Costs	25,631	1,141,449	1,096,458	10,585	401,522	(739,927)
<b>Total Expenditures</b>	<b>\$ 10,011,253</b>	<b>\$ 11,159,754</b>	<b>\$ 11,159,754</b>	<b>\$ 6,717,502</b>	<b>\$ 12,489,921</b>	<b>\$ 1,330,167</b>
Revenues Over/(Under) Expenditures <sup>(1)</sup>	(537,885)	150,000	150,000	4,520,362	150,000	-
Beginning Fund Balance	2,501,821	1,963,936	1,963,936	1,963,936	2,113,936	150,000
<b>Ending Fund Balance</b>	<b>\$ 1,963,936</b>	<b>\$ 2,113,936</b>	<b>\$ 2,113,936</b>	<b>\$ 6,484,298</b>	<b>\$ 2,263,936</b>	<b>\$ 150,000</b>

<sup>(1)</sup> There was a planned contribution to fund balance for the repayment of debt from the Airport Passenger Facility Fund.

# TIRZ Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b><u>106 REVENUES:</u></b>						
Downtown Property Tax	580,963	1,282,418	1,202,777	1,178,089	1,243,836	(38,582)
North Property Tax	852,515	1,211,323	1,109,239	1,186,241	1,294,314	82,991
Interest	78,370	64,831	64,831	123,692	136,844	72,013
<b>Total Revenues</b>	<b>\$ 1,511,848</b>	<b>\$ 2,558,572</b>	<b>\$ 2,376,847</b>	<b>\$ 2,488,022</b>	<b>\$ 2,674,994</b>	<b>\$ 116,422</b>
<b><u>106 EXPENSES:</u></b>						
Downtown Projects	84,241	632,337	1,460,325	223,055	1,250,147	617,810
North Projects	286,260	1,221,274	3,969,739	242,334	1,357,481	136,207
Transfers out	79,200	63,752	63,752	47,815	67,366	3,614
<b>Total Expenses</b>	<b>\$ 449,701</b>	<b>\$ 1,917,363</b>	<b>\$ 5,493,816</b>	<b>\$ 513,204</b>	<b>\$ 2,674,994</b>	<b>\$ 757,631</b>
Revenues Over/(Under) Expenditures	1,062,147	641,209	(3,116,969)	1,974,818	-	(641,209)
Beginning Fund Balance	2,732,416	3,794,563	3,794,563	3,794,563	677,594	(3,116,969)
<b>Ending Fund Balance</b>	<b>\$ 3,794,563</b>	<b>\$ 4,435,772</b>	<b>\$ 677,594</b>	<b>\$ 5,769,381</b>	<b>\$ 677,594</b>	<b>\$ (3,758,178)</b>

# General Equipment Replacement Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>501 REVENUES:</b>						
Transfers In	2,994,188	1,811,440	1,581,088	1,185,816	1,811,440	-
Sale of Fixed Assets	95,335	120,000	120,000	78,824	120,000	-
Interest	36,540	-	-	56,890	-	-
Other	77,147	40,000	40,000	37,821	40,000	-
<b>Total Revenue</b>	<b>\$ 3,203,210</b>	<b>\$ 1,971,440</b>	<b>\$ 1,741,088</b>	<b>\$ 1,359,351</b>	<b>\$ 1,971,440</b>	<b>\$ -</b>
<b>501 EXPENSES:</b>						
Fleet Services	36,517	-	-	-	-	-
Traffic Control	52,191	-	146,309	110,408	-	-
Street & Bridge	756,610	199,343	200,934	200,933	199,343	-
Parks	179,519	-	215,567	207,444	-	-
Police	284,550	-	1,341,170	1,238,559	-	-
Police Body Cameras	406,445	120,067	406,446	406,445	120,067	-
Fire	909	-	42,500	37,688	-	-
Ambulance	562,554	270,000	1,165,772	1,015,772	270,000	-
Capital <sup>(1)</sup>	-	1,382,030	248,040	-	1,382,030	-
Other Vehicles & Equipment	125,220	-	214,366	206,142	-	-
<b>Total Expenses</b>	<b>\$ 2,404,515</b>	<b>\$ 1,971,440</b>	<b>\$ 3,981,104</b>	<b>\$ 3,423,391</b>	<b>\$ 1,971,440</b>	<b>\$ -</b>
Revenues Over/(Under) Expenditures	798,695	-	(2,240,016)	(2,064,040)	-	-
Beginning Fund Balance	1,750,645	2,549,340	2,549,340	2,549,340	309,324	(2,240,016)
<b>Ending Fund Balance</b>	<b>\$ 2,549,340</b>	<b>\$ 2,549,340</b>	<b>\$ 309,324</b>	<b>\$ 485,300</b>	<b>\$ 309,324</b>	<b>\$ (2,240,016)</b>

<sup>(1)</sup> All unobligated funds are placed in this line, then allocated as needed throughout the year.

# General Capital Projects Fund

## Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>502 REVENUES:</b>						
Transfers In	707,624	250,000	1,166,533	813,878	250,000	-
Interest	114,622	-	-	132,947	-	-
Other	742	-	-	2,773	-	-
<b>Total Revenue</b>	<b>\$ 822,988</b>	<b>\$ 250,000</b>	<b>\$ 1,166,533</b>	<b>\$ 949,598</b>	<b>\$ 250,000</b>	<b>\$ -</b>
<b>502 EXPENSES:</b>						
State Office Building	153,746	-	16,615	11,239	-	-
Park Improvements	51,850	-	161,939	6,986	-	-
Emergency Street Repairs	-	-	275,000	-	-	-
Tree Irrigation	6,877	-	51,473	1,958	-	-
River Bank Stabilization	90,430	-	1,104,392	890,682	-	-
29th St Sports Complex	53,124	-	1,563,652	4,984	-	-
Fort Concho	-	-	425,823	100,272	-	-
Animal Services Improvements	407	-	189,510	-	-	-
Fire Station	-	-	68,388	-	-	-
Fire Truck Replacement	-	250,000	1,985,732	1,735,748	250,000	-
Fire Mobile Data Terminals	49,165	-	-	-	-	-
Fire Bunker Gear Program	365,985	-	-	-	-	-
ADA Transition Plan	-	-	550,000	550,000	-	-
<b>Total Expenses</b>	<b>\$ 565,988</b>	<b>\$ 250,000</b>	<b>\$ 6,392,524</b>	<b>\$ 3,301,869</b>	<b>\$ 250,000</b>	<b>\$ -</b>
Revenues Over/(Under) Expenditures	257,000	-	(5,225,991)	(2,352,271)	-	-
Beginning Fund Balance	4,969,761	5,226,761	5,302,518	5,226,761	76,527	(5,150,234)
<b>Ending Fund Balance</b>	<b>\$ 5,226,761</b>	<b>\$ 5,226,761</b>	<b>\$ 76,527</b>	<b>\$ 2,874,490</b>	<b>\$ 76,527</b>	<b>\$ (5,150,234)</b>

# Street Infrastructure Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b><u>533 REVENUES:</u></b>						
Current Taxes	364,467	435,603	435,603	395,683	544,829	109,226
Reimbursed Expenses	51,094	-	-	153,281	-	-
Interest	13,966	8,078	8,078	37,002	15,906	7,828
Transfers In	-	-	1,120,804	840,603	-	-
<b>Total Revenues</b>	<b>\$ 429,527</b>	<b>\$ 443,681</b>	<b>\$ 1,564,485</b>	<b>\$ 1,426,569</b>	<b>\$ 560,735</b>	<b>\$ 117,054</b>
<b><u>533 EXPENSES:</u></b>						
Street Improvements	-	443,681	2,273,977	-	560,735	117,054
<b>Total Expenses</b>	<b>\$ -</b>	<b>\$ 443,681</b>	<b>\$ 2,273,977</b>	<b>\$ -</b>	<b>\$ 560,735</b>	<b>\$ 117,054</b>
Revenues Over/(Under) Expenditures	429,527	-	(709,492)	1,426,569	-	-
Beginning Fund Balance	-	769,818	769,818	769,818	60,326	(709,492)
<b>Ending Fund Balance</b>	<b>\$ 769,818</b>	<b>\$ 769,818</b>	<b>\$ 60,326</b>	<b>\$ 2,196,387</b>	<b>\$ 60,326</b>	<b>\$ (709,492)</b>

# Water Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>260 REVENUES:</b>						
Water Sales <sup>(1)</sup>	32,443,195	32,477,937	32,477,937	23,464,744	32,977,938	500,001
Taps and Connections	365,780	384,500	384,500	305,916	387,300	2,800
Lake Use Revenues	408,342	475,354	475,354	373,813	564,032	88,678
Transfers In	2,605,500	2,488,134	2,488,134	1,691,418	2,592,021	103,887
Interest	1,047,682	981,512	981,512	1,328,857	1,646,541	665,029
Other	2,164,786	1,655,789	1,655,789	1,649,565	1,654,789	(1,000)
<b>Total Revenues</b>	<b>\$ 39,035,285</b>	<b>\$ 38,463,226</b>	<b>\$ 38,463,226</b>	<b>\$ 28,814,313</b>	<b>\$ 39,822,621</b>	<b>\$ 1,359,395</b>
<b>260 EXPENSES:</b>						
Personnel	7,866,697	8,762,832	8,762,832	6,291,069	9,206,854	444,022
Operations & Maintenance	9,606,864	11,065,421	13,361,599	9,856,838	11,731,032	665,611
Legal Notices	-	5,000	5,000	719	5,000	-
Lobbying	750	750	750	750	750	-
Transfers Out	10,612,704	10,923,183	10,923,183	8,160,629	11,059,247	136,064
Transfers Out for Capital <sup>(2)</sup>	-	5,910,125	1,079,013	-	2,689,374	(3,220,751)
Capital <sup>(2)</sup>	11,378,189	1,795,915	6,989,748	5,532,882	5,130,364	3,334,449
<b>Total Expenses</b>	<b>\$ 39,465,204</b>	<b>\$ 38,463,226</b>	<b>\$ 41,122,125</b>	<b>\$ 29,842,887</b>	<b>\$ 39,822,621</b>	<b>\$ 1,359,395</b>
Revenues Over/(Under) Expenditures	(429,919)	-	(2,658,899)	(1,028,574)	-	-
Beginning Fund Balance	45,100,076	44,670,157	44,670,157	44,670,157	42,011,258	(2,658,899)
<b>Ending Fund Balance</b>	<b>\$ 44,670,157</b>	<b>\$ 44,670,157</b>	<b>\$ 42,011,258</b>	<b>\$ 43,641,583</b>	<b>\$ 42,011,258</b>	<b>\$ (2,658,899)</b>

<sup>(1)</sup> Water sales are projected to increase based on consumption trends.

<sup>(2)</sup> There is a planned purchase to continue the water meter replacement program, decreasing the amount available for transfers out for capital projects.

# Water Debt Service Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>261 REVENUES:</b>						
Transfer in from Development Corporation	2,900,000	2,900,000	2,900,000	2,900,000	2,900,000	-
Transfers In from Water	6,803,017	6,863,673	6,863,673	5,160,682	6,852,055	(11,618)
Interest	14,853	3,159	3,159	19,805	10,189	7,030
<b>Total Revenues</b>	<b>\$ 9,717,870</b>	<b>\$ 9,766,832</b>	<b>\$ 9,766,832</b>	<b>\$ 8,080,487</b>	<b>\$ 9,762,244</b>	<b>\$ (4,588)</b>
<b>261 EXPENSES:</b>						
Debt Service	9,660,700	9,611,555	9,611,555	8,775,649	9,762,244	150,689
<b>Total Expenses</b>	<b>\$ 9,660,700</b>	<b>\$ 9,611,555</b>	<b>\$ 9,611,555</b>	<b>\$ 8,775,649</b>	<b>\$ 9,762,244</b>	<b>\$ 150,689</b>
Revenues Over/(Under) Expenditures	57,170	155,277	155,277	(695,162)	-	(155,277)
Beginning Fund Balance	133,103	190,273	190,273	190,273	345,550	155,277
<b>Ending Fund Balance</b>	<b>\$ 190,273</b>	<b>\$ 345,550</b>	<b>\$ 345,550</b>	<b>\$ (504,889)</b>	<b>\$ 345,550</b>	<b>\$ -</b>

# Water Capital Projects Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>512 REVENUES:</b>						
Water Sales	5,159,215	5,000,705	4,975,205	3,628,846	5,000,705	-
Transfers In	9,896	6,110,125	1,279,013	-	2,889,374	(3,220,751)
Interest	491,345	439,279	439,279	645,895	773,896	334,617
<b>Total Revenues</b>	<b>\$ 5,660,456</b>	<b>\$ 11,550,109</b>	<b>\$ 6,693,497</b>	<b>\$ 4,274,741</b>	<b>\$ 8,663,975</b>	<b>\$ (2,886,134)</b>
<b>512 EXPENSES:</b>						
Capital Improvements	3,556,076	11,068,073	9,396,865	4,170,764	8,181,939	(2,886,134)
Franchise Fee	257,961	250,036	250,036	181,442	250,036	-
Lobbying	-	32,000	32,000	-	32,000	-
Contract Services	-	200,000	200,000	-	200,000	-
<b>Total Expenses</b>	<b>\$ 3,814,037</b>	<b>\$ 11,550,109</b>	<b>\$ 9,878,901</b>	<b>\$ 4,352,206</b>	<b>\$ 8,663,975</b>	<b>\$ (2,886,134)</b>
Revenues Over/(Under) Expenditures	1,846,419	-	(3,185,404)	(77,465)	-	-
Beginning Fund Balance	19,747,497	21,593,916	21,593,916	21,593,916	18,408,512	(3,185,404)
<b>Ending Fund Balance</b>	<b>\$ 21,593,916</b>	<b>\$ 21,593,916</b>	<b>\$ 18,408,512</b>	<b>\$ 21,516,451</b>	<b>\$ 18,408,512</b>	<b>\$ (3,185,404)</b>

# Lake Nasworthy Trust Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>640 REVENUES:</b>						
Lot Sales	1,363,786	900,000	900,000	1,129,555	900,000	-
Lake Lease Income	80,544	60,000	60,000	900	60,000	-
Interest	200,014	161,387	161,387	251,223	174,608	13,221
<b>Total Revenues</b>	<b>\$ 1,644,344</b>	<b>\$ 1,121,387</b>	<b>\$ 1,121,387</b>	<b>\$ 1,381,678</b>	<b>\$ 1,134,608</b>	<b>\$ 13,221</b>
<b>640 EXPENSES:</b>						
Professional Services	9,350	50,000	50,000	7,450	50,000	-
Transfers Out	180,012	145,248	145,248	226,101	157,147	11,899
<b>Total Expenses</b>	<b>\$ 189,362</b>	<b>\$ 195,248</b>	<b>\$ 195,248</b>	<b>\$ 233,551</b>	<b>\$ 207,147</b>	<b>\$ 11,899</b>
Revenues Over/(Under) Expenditures	1,454,982	926,139	926,139	1,148,127	927,461	1,322
Beginning Fund Balance	3,661,909	5,116,891	5,116,891	5,116,891	6,043,030	926,139
<b>Ending Fund Balance</b>	<b>\$ 5,116,891</b>	<b>\$ 6,043,030</b>	<b>\$ 6,043,030</b>	<b>\$ 6,265,018</b>	<b>\$ 6,970,491</b>	<b>\$ 927,461</b>

# Water Reclamation Fund

## Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>270 REVENUES:</b>						
Water Reclamation Charges <sup>(1)</sup>	15,595,539	15,326,801	15,326,801	11,831,185	15,689,764	362,963
Farm Use Revenues	285,152	246,184	246,184	281,797	327,690	81,506
Paving Cuts	64,300	76,500	76,500	52,050	78,000	1,500
Taps and Connections	20,675	26,000	26,000	22,855	26,500	500
Interest	543,326	480,230	480,230	714,653	868,652	388,422
Other	38,281	40,000	40,000	54,655	40,000	-
<b>Total Revenues</b>	<b>\$ 16,547,273</b>	<b>\$ 16,195,715</b>	<b>\$ 16,195,715</b>	<b>\$ 12,957,195</b>	<b>\$ 17,030,606</b>	<b>\$ 834,891</b>
<b>270 EXPENSES:</b>						
Personnel	2,654,955	2,948,328	2,948,328	2,039,321	3,139,503	191,175
Operations & Maintenance	2,211,304	2,832,828	3,282,808	2,247,319	2,852,908	20,080
Legal Notices	-	5,000	5,000	-	5,000	-
Transfers Out	6,098,362	7,176,248	7,176,248	5,469,931	7,217,726	41,478
Transfers Out for Capital	1,349,326	2,749,097	2,530,457	-	3,331,255	582,158
Capital	1,878,763	484,214	1,470,822	1,017,024	484,214	-
<b>Total Expenses</b>	<b>\$ 14,192,710</b>	<b>\$ 16,195,715</b>	<b>\$ 17,413,663</b>	<b>\$ 10,773,595</b>	<b>\$ 17,030,606</b>	<b>\$ 834,891</b>
Revenues Over/(Under) Expenditures	2,354,563	-	(1,217,948)	2,183,600	-	-
Beginning Fund Balance	21,250,083	23,604,646	23,604,646	23,604,646	22,386,698	(1,217,948)
<b>Ending Fund Balance</b>	<b>\$ 23,604,646</b>	<b>\$ 23,604,646</b>	<b>\$ 22,386,698</b>	<b>\$ 25,788,246</b>	<b>\$ 22,386,698</b>	<b>\$ (1,217,948)</b>

<sup>(1)</sup> Water reclamation charges are projected to increase based on consumption trends.

# Water Reclamation Debt Service Fund

## Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>271 REVENUES:</b>						
Transfers In from Water Reclamation	3,080,983	4,100,567	4,100,567	3,075,425	4,094,922	(5,645)
Interest	6,535	6,483	6,483	14,492	10,678	4,195
<b>Total Revenues</b>	<b>\$ 3,087,518</b>	<b>\$ 4,107,050</b>	<b>\$ 4,107,050</b>	<b>\$ 3,089,917</b>	<b>\$ 4,105,600</b>	<b>\$ (1,450)</b>
<b>271 EXPENSES:</b>						
Debt Service	3,079,878	4,107,050	4,107,050	3,119,348	4,105,600	(1,450)
<b>Total Expenses</b>	<b>\$ 3,079,878</b>	<b>\$ 4,107,050</b>	<b>\$ 4,107,050</b>	<b>\$ 3,119,348</b>	<b>\$ 4,105,600</b>	<b>\$ (1,450)</b>
Revenues Over/(Under) Expenditures	7,640	-	-	(29,431)	-	-
Beginning Fund Balance	273,127	280,767	280,767	280,767	280,767	-
<b>Ending Fund Balance</b>	<b>\$ 280,767</b>	<b>\$ 280,767</b>	<b>\$ 280,767</b>	<b>\$ 251,336</b>	<b>\$ 280,767</b>	<b>\$ -</b>

# Water Reclamation Capital Projects Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>520 REVENUES:</b>						
Water Reclamation Charges	1,856,113	1,830,454	1,830,454	1,419,764	1,771,770	(58,684)
Interest	347,081	338,241	338,241	119,717	105,766	(232,475)
Transfers in	1,349,326	2,749,097	2,530,457	-	3,331,255	582,158
<b>Total Revenues</b>	<b>\$ 3,552,520</b>	<b>\$ 4,917,792</b>	<b>\$ 4,699,152</b>	<b>\$ 1,539,481</b>	<b>\$ 5,208,791</b>	<b>\$ 290,999</b>
<b>520 EXPENSES:</b>						
Capital Projects	16,697,839	4,827,732	7,602,866	3,736,388	5,120,202	292,470
Franchise Fee	92,806	90,060	90,060	70,988	88,589	(1,471)
<b>Total Expenses</b>	<b>\$ 16,790,645</b>	<b>\$ 4,917,792</b>	<b>\$ 7,692,926</b>	<b>\$ 3,807,376</b>	<b>\$ 5,208,791</b>	<b>\$ 290,999</b>
Revenues Over/(Under) Expenditures	(13,238,125)	-	(2,993,774)	(2,267,895)	-	-
Beginning Fund Balance	17,734,640	4,496,515	4,496,515	4,496,515	1,502,741	(2,993,774)
<b>Ending Fund Balance</b>	<b>\$ 4,496,515</b>	<b>\$ 4,496,515</b>	<b>\$ 1,502,741</b>	<b>\$ 2,228,620</b>	<b>\$ 1,502,741</b>	<b>\$ (2,993,774)</b>

# Solid Waste Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>230 REVENUES:</b>						
Landfill Fees	1,610,252	1,540,540	1,540,540	1,287,497	1,635,250	94,710
Leases	599,106	607,973	607,973	457,461	611,322	3,349
Interest	127,968	122,377	122,377	168,430	192,583	70,206
<b>Total Revenues</b>	<b>\$ 2,337,326</b>	<b>\$ 2,270,890</b>	<b>\$ 2,270,890</b>	<b>\$ 1,913,388</b>	<b>\$ 2,439,155</b>	<b>\$ 168,265</b>
<b>230 EXPENSES:</b>						
Personnel	291,834	334,734	334,734	275,211	352,269	17,535
Operations & Maintenance <sup>(1)</sup>	471,194	780,699	1,338,513	912,237	709,833	(70,866)
Legal Notices	-	300	300	-	300	-
Transfers Out	1,031,890	1,013,000	1,663,000	1,280,596	1,057,112	44,112
Capital	101,793	142,157	377,307	115,565	319,641	177,484
<b>Total Expenses</b>	<b>\$ 1,896,711</b>	<b>\$ 2,270,890</b>	<b>\$ 3,713,854</b>	<b>\$ 2,583,609</b>	<b>\$ 2,439,155</b>	<b>\$ 168,265</b>
Revenues Over/(Under) Expenditures	440,615	-	(1,442,964)	(670,221)	-	-
Beginning Fund Balance	5,344,749	5,785,364	5,785,364	5,785,364	4,342,400	(1,442,964)
<b>Ending Fund Balance</b>	<b>\$ 5,785,364</b>	<b>\$ 5,785,364</b>	<b>\$ 4,342,400</b>	<b>\$ 5,115,143</b>	<b>\$ 4,342,400</b>	<b>\$ (1,442,964)</b>

<sup>(1)</sup> The operations and maintenance decreased due to the majority of the landfill permitting being funded in FY24.

# Stormwater Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>240 REVENUES:</b>						
Stormwater Fee	3,039,738	3,074,760	3,074,760	2,377,330	3,130,000	55,240
Transfers In	135,000	135,000	135,000	101,250	135,000	-
Interest	99,654	86,039	86,039	113,023	125,811	39,772
Other	14,064	70,000	70,000	20,686	70,000	-
<b>Total Revenues</b>	<b>\$ 3,288,456</b>	<b>\$ 3,365,799</b>	<b>\$ 3,365,799</b>	<b>\$ 2,612,289</b>	<b>\$ 3,460,811</b>	<b>\$ 95,012</b>
<b>240 EXPENSES:</b>						
Personnel	1,581,804	1,717,759	1,737,759	1,287,861	1,860,938	143,179
Operations & Maintenance	684,092	787,651	927,223	463,626	835,556	47,905
Legal Notices	-	500	500	-	500	-
Transfers Out	377,059	439,724	439,724	333,544	466,070	26,346
Capital	1,141,435	420,165	1,372,938	1,113,818	297,747	(122,418)
<b>Total Expenses</b>	<b>\$ 3,784,390</b>	<b>\$ 3,365,799</b>	<b>\$ 4,478,144</b>	<b>\$ 3,198,849</b>	<b>\$ 3,460,811</b>	<b>\$ 95,012</b>
Revenues Over/(Under) Expenditures	(495,934)	-	(1,112,345)	(586,560)	-	-
Beginning Fund Balance	4,360,240	3,864,306	3,864,306	3,864,306	2,751,961	(1,112,345)
<b>Ending Fund Balance</b>	<b>\$ 3,864,306</b>	<b>\$ 3,864,306</b>	<b>\$ 2,751,961</b>	<b>\$ 3,277,746</b>	<b>\$ 2,751,961</b>	<b>\$ (1,112,345)</b>

# Airport Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>220 REVENUES:</b>						
Leases/Rentals	1,024,466	1,285,078	1,285,078	790,831	1,298,489	13,411
Concessions <sup>(1)</sup>	379,065	347,749	347,749	270,718	433,074	85,325
Landing Fees	70,884	68,377	68,377	44,428	68,016	(361)
Transfers In	2,356,080	-	-	-	-	-
Interest	47,498	24,341	24,341	29,928	35,794	11,453
Other	29,465	41,916	41,916	25,685	41,418	(498)
<b>Total Revenues</b>	<b>\$ 3,907,458</b>	<b>\$ 1,767,461</b>	<b>\$ 1,767,461</b>	<b>\$ 1,161,590</b>	<b>\$ 1,876,791</b>	<b>\$ 109,330</b>
<b>220 EXPENSES:</b>						
Personnel	622,351	944,329	944,329	552,544	986,759	42,430
Operations & Maintenance	1,131,296	655,501	1,197,466	926,950	726,118	70,617
Legal Notices	1,395	3,500	3,500	969	3,500	-
Transfers Out <sup>(2)</sup>	164,385	164,131	125,243	85,598	127,261	(36,870)
Capital	2,455,680	-	57,750	41,256	33,153	33,153
<b>Total Expenses</b>	<b>\$ 4,375,107</b>	<b>\$ 1,767,461</b>	<b>\$ 2,328,288</b>	<b>\$ 1,607,317</b>	<b>\$ 1,876,791</b>	<b>\$ 109,330</b>
Revenues Over/(Under) Expenditures	(467,649)	-	(560,827)	(445,727)	-	-
Beginning Fund Balance	1,669,930	1,202,281	1,202,281	1,202,281	641,454	(560,827)
<b>Ending Fund Balance</b>	<b>\$ 1,202,281</b>	<b>\$ 1,202,281</b>	<b>\$ 641,454</b>	<b>\$ 756,554</b>	<b>\$ 641,454</b>	<b>\$ (560,827)</b>

<sup>(1)</sup> Additional revenue from car rental concessions are projected for FY25.

<sup>(2)</sup> The TXDOT Grant local match requirement has decreased freeing up additional funds for operational needs.

# Airport Passenger Facility Charges (PFC) Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>529 REVENUES:</b>						
Passenger Facility Charges	205,124	246,130	246,130	140,616	246,130	-
Interest	20,821	20,002	20,002	27,507	32,135	12,133
<b>Total Revenues</b>	<b>\$ 225,945</b>	<b>\$ 266,132</b>	<b>\$ 266,132</b>	<b>\$ 168,123</b>	<b>\$ 278,265</b>	<b>\$ 12,133</b>
<b>529 EXPENSES:</b>						
Transfer to Capital Fund	11,924	-	167,199	-	-	-
Debt Service	150,000	150,000	150,000	112,500	150,000	-
Miscellaneous	-	116,132	143,288	78,460	128,265	12,133
<b>Total Expenses</b>	<b>\$ 161,924</b>	<b>\$ 266,132</b>	<b>\$ 460,487</b>	<b>\$ 190,960</b>	<b>\$ 278,265</b>	<b>\$ 12,133</b>
Revenues Over/(Under) Expenditures	64,021	-	(194,355)	(22,837)	-	-
Beginning Fund Balance	878,123	942,144	942,144	942,144	747,789	(194,355)
<b>Ending Fund Balance</b>	<b>\$ 942,144</b>	<b>\$ 942,144</b>	<b>\$ 747,789</b>	<b>\$ 919,307</b>	<b>\$ 747,789</b>	<b>\$ (194,355)</b>

# State Office Buildings Fund

## Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>201 REVENUES:</b>						
Rental Income	1,200,746	1,201,566	1,201,566	906,197	1,211,178	9,612
Interest	20,931	11,722	11,722	29,558	34,611	22,889
Other	-	50,000	50,000	-	100,000	50,000
<b>Total Revenues</b>	<b>\$ 1,221,677</b>	<b>\$ 1,263,288</b>	<b>\$ 1,263,288</b>	<b>\$ 935,755</b>	<b>\$ 1,345,789</b>	<b>\$ 82,501</b>
<b>201 EXPENSES:</b>						
Personnel	145,922	122,523	122,523	98,738	132,255	9,732
Operations & Maintenance	350,785	408,739	408,739	312,402	408,078	(661)
Debt Service	67,358	-	-	-	-	-
Transfers Out	362,494	441,382	441,382	309,949	475,410	34,028
Capital	139,122	290,644	309,029	174,582	330,046	39,402
<b>Total Expenses</b>	<b>\$ 1,065,681</b>	<b>\$ 1,263,288</b>	<b>\$ 1,281,673</b>	<b>\$ 895,671</b>	<b>\$ 1,345,789</b>	<b>\$ 82,501</b>
Revenues Over/(Under) Expenditures	155,996	-	(18,385)	40,084	-	-
Beginning Fund Balance	763,262	919,258	919,258	919,258	900,873	(18,385)
<b>Ending Fund Balance</b>	<b>\$ 919,258</b>	<b>\$ 919,258</b>	<b>\$ 900,873</b>	<b>\$ 959,342</b>	<b>\$ 900,873</b>	<b>\$ (18,385)</b>

# Texas Bank Sports Complex Fund

## Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b><u>203 REVENUES:</u></b>						
Program Fees	43,939	105,100	105,100	27,938	105,100	-
Transfers In	826,569	847,014	847,014	635,261	867,598	20,584
Interest	18,133	12,819	12,819	21,376	17,674	4,855
Other	84,677	85,975	85,975	52,049	85,975	-
<b>Total Revenues</b>	<b>\$ 973,318</b>	<b>\$ 1,050,908</b>	<b>\$ 1,050,908</b>	<b>\$ 736,624</b>	<b>\$ 1,076,347</b>	<b>\$ 25,439</b>
<b><u>203 EXPENSES:</u></b>						
Personnel	405,433	478,509	478,509	364,668	503,948	25,439
Operations & Maintenance	482,221	572,399	664,052	302,635	572,399	-
Capital	77,285	-	367,353	1	-	-
<b>Total Expenses</b>	<b>\$ 964,939</b>	<b>\$ 1,050,908</b>	<b>\$ 1,509,914</b>	<b>\$ 667,304</b>	<b>\$ 1,076,347</b>	<b>\$ 25,439</b>
Revenues Over/(Under) Expenditures	8,379	-	(459,006)	69,320	-	-
Beginning Fund Balance	685,866	694,245	694,245	694,245	235,239	(459,006)
<b>Ending Fund Balance</b>	<b>\$ 694,245</b>	<b>\$ 694,245</b>	<b>\$ 235,239</b>	<b>\$ 763,565</b>	<b>\$ 235,239</b>	<b>\$ (459,006)</b>

# Civic Events Fund

## Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>410 REVENUES:</b>						
Hotel Occupancy Tax (Transfer In)	1,208,050	1,008,050	1,008,050	756,038	1,008,050	-
Facility Use Fee <sup>(1)</sup>	30,183	136,525	136,525	125,462	140,025	3,500
Coliseum Revenue	358,169	177,250	177,250	126,979	189,000	11,750
Convention Center Revenue	175,970	207,450	204,450	148,831	202,900	(4,550)
River Stage Revenue	8,820	31,000	31,000	8,798	31,000	-
Pavilion Revenue	6,747	15,650	15,650	6,341	14,850	(800)
Pecan Creek Revenue	7,275	30,650	30,650	7,340	30,650	-
Interest	27,013	26,343	26,343	32,145	36,770	10,427
Other	43,424	65,400	65,400	35,250	65,400	-
<b>Total Revenues</b>	<b>\$ 1,865,651</b>	<b>\$ 1,698,318</b>	<b>\$ 1,695,318</b>	<b>\$ 1,247,184</b>	<b>\$ 1,718,645</b>	<b>\$ 20,327</b>
<b>410 EXPENSES:</b>						
Personnel	730,138	862,375	800,475	568,269	883,452	21,077
Operations & Maintenance	1,462,811	540,890	1,026,026	763,185	535,009	(5,881)
Legal Notices	75	-	-	-	-	-
Transfers Out	138,408	149,153	149,153	111,865	160,159	11,006
Capital	2,335	9,375	9,375	-	-	(9,375)
<b>Total Expenditures</b>	<b>\$ 2,333,767</b>	<b>\$ 1,561,793</b>	<b>\$ 1,985,029</b>	<b>\$ 1,443,319</b>	<b>\$ 1,578,620</b>	<b>\$ 16,827</b>
Restricted Revenue <sup>(1)</sup>	30,183	136,525	176,344	165,281	140,025	3,500
Revenues Over/ (Under) Expenditures	(498,299)	-	(466,055)	(361,416)	-	-
Beginning Fund Balance	1,626,001	1,127,702	1,127,702	1,127,702	837,991	(289,711)
<b>Ending Fund Balance</b>	<b>\$ 1,127,702</b>	<b>\$ 1,264,227</b>	<b>\$ 837,991</b>	<b>\$ 931,567</b>	<b>\$ 978,016</b>	<b>\$ (286,211)</b>

<sup>(1)</sup>Beginning in FY21, City Council restricted the facility use fee revenue to fund balance for future capital improvements.

# Fort Concho Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>420 REVENUES:</b>						
Venue Rentals	304,593	349,277	349,277	253,690	362,793	13,516
General Fund Transfer In	506,331	433,107	433,107	324,830	445,600	12,493
Other Transfers In	390,000	468,117	468,117	330,000	503,180	35,063
Interest	17,091	17,116	17,116	22,213	29,738	12,622
Other	14,787	17,150	17,150	8,613	21,650	4,500
<b>Total Revenues</b>	<b>\$ 1,232,802</b>	<b>\$ 1,284,767</b>	<b>\$ 1,284,767</b>	<b>\$ 939,346</b>	<b>\$ 1,362,961</b>	<b>\$ 78,194</b>
<b>420 EXPENSES:</b>						
Personnel	780,098	900,437	900,437	697,194	968,568	68,131
Operations & Maintenance	418,538	381,330	402,629	309,972	391,393	10,063
Legal Notices	335	-	-	325	-	-
Capital	-	3,000	4,500	4,179	3,000	-
<b>Total Expenses</b>	<b>\$ 1,198,971</b>	<b>\$ 1,284,767</b>	<b>\$ 1,307,566</b>	<b>\$ 1,011,670</b>	<b>\$ 1,362,961</b>	<b>\$ 78,194</b>
Revenues Over/(Under) Expenditures	33,831	-	(22,799)	(72,324)	-	-
Beginning Fund Balance	759,506	793,337	793,337	793,337	770,538	(22,799)
<b>Ending Fund Balance</b>	<b>\$ 793,337</b>	<b>\$ 793,337</b>	<b>\$ 770,538</b>	<b>\$ 721,013</b>	<b>\$ 770,538</b>	<b>\$ (22,799)</b>

# Fairmount Cemetery Fund

## Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>440 REVENUES:</b>						
Charges for Service	350,992	372,870	372,870	268,636	382,400	9,530
Columbarium	19,850	30,000	30,000	9,390	33,000	3,000
Trust Income	53,753	50,000	50,000	48,383	50,000	-
General Fund Transfer In	125,122	83,543	83,543	62,657	85,211	1,668
Interest	5,530	3,295	3,295	6,988	6,739	3,444
Other	-	5,000	5,000	-	5,000	-
<b>Total Revenues</b>	<b>\$ 555,247</b>	<b>\$ 544,708</b>	<b>\$ 544,708</b>	<b>\$ 396,054</b>	<b>\$ 562,350</b>	<b>\$ 17,642</b>
<b>440 EXPENSES:</b>						
Personnel	374,398	371,089	371,089	288,796	388,063	16,974
Operations & Maintenance	127,821	143,119	146,603	102,180	143,119	-
Columbarium	990	30,500	155,502	330	31,168	668
<b>Total Expenses</b>	<b>\$ 503,209</b>	<b>\$ 544,708</b>	<b>\$ 684,491</b>	<b>\$ 401,866</b>	<b>\$ 562,350</b>	<b>\$ 17,642</b>
Revenues Over/(Under) Expenditures	52,038	-	(139,783)	(5,812)	-	-
Beginning Fund Balance	191,378	243,416	243,416	243,416	103,633	(139,783)
<b>Ending Fund Balance</b>	<b>\$ 243,416</b>	<b>\$ 243,416</b>	<b>\$ 103,633</b>	<b>\$ 237,604</b>	<b>\$ 103,633</b>	<b>\$ (139,783)</b>

# Intergovernmental Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b><u>103 REVENUES:</u></b>						
Transportation Grant	253,547	243,241	531,805	52,820	253,646	10,405
Neighborhood & Family Services	176,714	186,630	203,506	134,898	20,000	(166,630)
Streets Grant	-	-	400,000	-	-	-
Airport Grants	100,000	100,000	111,112	-	100,000	-
Park Improvement Grants	-	-	240,000	-	-	-
Nutrition Program Revenue	175,587	158,945	158,945	190,146	158,945	-
Health Department Grants	222,733	222,940	222,940	158,854	222,940	-
Environmental Health Grant	157,082	-	593,055	85,873	145,724	145,724
Women, Infant, and Children Program	1,159,436	1,193,455	1,143,492	712,095	1,084,515	(108,940)
Police Grants	344,476	-	40,979	40,979	-	-
Fire Grants	4,945,440	3,717,217	3,717,217	2,404,176	3,717,217	-
Emergency Management Grant	187,671	157,374	164,874	146,274	157,374	-
Non-Departmental Grants	279,869	-	-	833	-	-
Transfers In	637,643	309,290	430,402	269,467	270,402	(38,888)
Interest	287,302	-	-	254,722	-	-
<b>Total Revenue</b>	<b>\$ 8,927,500</b>	<b>\$ 6,289,092</b>	<b>\$ 7,958,327</b>	<b>\$ 4,451,137</b>	<b>\$ 6,130,763</b>	<b>\$ (158,329)</b>

103 EXPENSES:

Transportation Grant	232,369	225,671	506,235	157,724	232,076	6,405
Neighborhood & Family Services Grants	176,713	186,630	203,506	203,505	20,000	(166,630)
Streets Grant	-	-	500,000	500,000	-	-
Airport Grants	113,894	140,150	151,262	81,569	111,112	(29,038)
Park Improvement Grants	18,417	-	(176,082)	1	-	-
Nutrition Program	301,720	307,892	307,892	248,101	308,392	500
Health Department Grants	434,386	222,940	1,566,429	337,144	368,664	145,724
Women, Infant, and Children Program	1,053,684	1,083,455	1,223,487	877,245	976,063	(107,392)
Police Grants	677,624	-	41,841	40,979	-	-
Fire Grants	4,261,502	3,717,217	5,296,176	2,599,365	3,717,217	-
Emergency Management Grant	186,507	256,866	281,281	146,338	256,866	-
Non-Departmental Grants	8,407,478	-	8,190,573	2,464,896	-	-
Legal Notices	3,608	500	8,500	2,786	4,000	3,500
Transfers Out	643,882	137,921	228,804	110,706	136,373	(1,548)
<b>Total Expenditures</b>	<b>\$ 16,511,784</b>	<b>\$ 6,279,242</b>	<b>\$ 18,329,904</b>	<b>\$ 7,770,359</b>	<b>\$ 6,130,763</b>	<b>\$ (148,479)</b>
Revenues Over/(Under) Expenditures	(7,584,284)	9,850	(10,371,577)	(3,319,222)	-	(9,850)
Beginning Fund Balance	20,092,657	12,508,373	12,508,373	12,508,373	2,136,796	(10,371,577)
<b>Ending Fund Balance</b>	<b>\$ 12,508,373</b>	<b>\$ 12,518,223</b>	<b>\$ 2,136,796</b>	<b>\$ 9,189,151</b>	<b>\$ 2,136,796</b>	<b>\$ (10,381,427)</b>

# Community Development Block Grant Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>453 REVENUES:</b>						
Grant Income	774,555	679,142	787,122	421,193	669,802	(9,340)
Rehab Loans	821	6,000	6,000	585	6,000	-
Other	18,661	-	10,430	10,430	-	-
<b>Total Revenues</b>	<b>\$ 794,037</b>	<b>\$ 685,142</b>	<b>\$ 803,552</b>	<b>\$ 432,208</b>	<b>\$ 675,802</b>	<b>\$ (9,340)</b>
<b>453 EXPENSES:</b>						
Personnel	214,746	203,508	211,737	159,100	214,772	11,264
Legal Notices	1,985	3,300	3,300	2,076	3,300	-
Operations and Maintenance	546,436	433,334	543,255	364,614	412,730	(20,604)
Capital	568	-	260	-	-	-
Transfers Out	45,000	45,000	45,000	33,750	45,000	-
<b>Total Expenses</b>	<b>\$ 808,735</b>	<b>\$ 685,142</b>	<b>\$ 803,552</b>	<b>\$ 559,540</b>	<b>\$ 675,802</b>	<b>\$ (9,340)</b>
Revenues Over/(Under) Expenditures	(14,698)	-	-	(127,332)	-	-
Beginning Fund Balance	250,424	235,726	235,726	235,726	235,726	-
<b>Ending Fund Balance</b>	<b>\$ 235,726</b>	<b>\$ 235,726</b>	<b>\$ 235,726</b>	<b>\$ 108,394</b>	<b>\$ 235,726</b>	<b>\$ -</b>

# HOME Program Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>483 REVENUES:</b>						
Grant Income	434,023	305,168	491,453	104,648	249,133	(56,035)
Loan Payments	380	8,000	8,000	-	8,000	-
Sale of Property	38,407	38,412	38,412	28,805	38,412	-
Other	51,569	-	-	22,601	-	-
Transfers In	367,567	30,135	957,748	515,898	30,135	-
<b>Total Revenues</b>	<b>\$ 891,946</b>	<b>\$ 381,715</b>	<b>\$ 1,495,613</b>	<b>\$ 671,952</b>	<b>\$ 325,680</b>	<b>\$ (56,035)</b>
<b>483 EXPENSES:</b>						
Administration	355,854	99,812	722,326	387,311	143,022	43,210
Legal Notices	1,500	2,300	2,300	1,444	4,500	2,200
MHMR Contribution	38,389	50,000	50,000	50,000	64,000	14,000
Homebuyers Assistance	87,710	78,603	90,893	49,358	8,538	(70,065)
Galilee CDC	285,000	151,000	151,000	151,000	105,620	(45,380)
Animal Shelter	-	-	21,822	21,563	-	-
Rent/Mortgage Assistance	111,246	-	300,271	206,676	-	-
Bradford Storm Repairs	-	-	200,000	173,533	-	-
<b>Total Expenses</b>	<b>\$ 879,699</b>	<b>\$ 381,715</b>	<b>\$ 1,538,612</b>	<b>\$ 1,040,885</b>	<b>\$ 325,680</b>	<b>\$ (56,035)</b>
Revenues Over/(Under) Expenditures	12,247	-	(42,999)	(368,933)	-	-
Beginning Fund Balance	148,194	160,441	160,441	160,441	117,442	(42,999)
<b>Ending Fund Balance</b>	<b>\$ 160,441</b>	<b>\$ 160,441</b>	<b>\$ 117,442</b>	<b>\$ (208,492)</b>	<b>\$ 117,442</b>	<b>\$ (42,999)</b>

# Designated Revenue Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>601 REVENUES:</b>						
Donations	232,030	42,600	138,558	111,996	42,600	-
Riverfest	-	30,000	30,000	-	30,000	-
Auditorium	72,842	-	-	22,494	-	-
Interest	7,934	-	-	14,766	-	-
<b>Total Revenue</b>	<b>\$ 312,806</b>	<b>\$ 72,600</b>	<b>\$ 168,558</b>	<b>\$ 149,256</b>	<b>\$ 72,600</b>	<b>\$ -</b>
<b>601 EXPENSES:</b>						
Departmental Projects	75,750	42,600	624,824	268,393	42,600	-
Riverfest	-	30,000	52,798	-	30,000	-
<b>Total Expenses</b>	<b>\$ 75,750</b>	<b>\$ 72,600</b>	<b>\$ 677,622</b>	<b>\$ 268,393</b>	<b>\$ 72,600</b>	<b>\$ -</b>
Revenues Over/(Under) Expenditures	237,056	-	(509,064)	(119,137)	-	-
Beginning Fund Balance	297,693	534,749	534,749	534,749	25,685	(509,064)
<b>Ending Fund Balance</b>	<b>\$ 534,749</b>	<b>\$ 534,749</b>	<b>\$ 25,685</b>	<b>\$ 415,612</b>	<b>\$ 25,685</b>	<b>\$ (509,064)</b>

# Restricted Revenue Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>602 REVENUES:</b>						
PEG Fees	171,660	250,000	250,000	120,600	170,000	(80,000)
Municipal Court	295,126	285,600	285,600	194,842	294,900	9,300
Crossing Guards	266,661	148,763	148,763	88,582	148,763	-
Police	66,975	33,300	57,206	71,149	45,800	12,500
Fire Prevention	650	1,000	2,192	2,192	1,000	-
Interest	56,651	-	-	73,207	-	-
<b>Total Revenue</b>	<b>\$ 857,723</b>	<b>\$ 718,663</b>	<b>\$ 743,761</b>	<b>\$ 550,572</b>	<b>\$ 660,463</b>	<b>\$ (58,200)</b>
<b>602 EXPENSES:</b>						
Public Information	446,478	250,000	732,837	50,654	170,000	(80,000)
Municipal Court	225,433	285,600	1,749,313	214,675	294,900	9,300
Crossing Guards	140,507	148,763	510,735	101,174	148,763	-
Police	103,461	33,300	171,012	54,828	45,800	12,500
Fire Prevention	1,365	1,000	1,947	-	1,000	-
<b>Total Expenses</b>	<b>\$ 917,244</b>	<b>\$ 718,663</b>	<b>\$ 3,165,844</b>	<b>\$ 421,331</b>	<b>\$ 660,463</b>	<b>\$ (58,200)</b>
Revenues Over/(Under) Expenditures	(59,521)	-	(2,422,083)	129,241	-	-
Beginning Fund Balance	2,744,357	2,684,836	2,684,836	2,684,836	262,753	(2,422,083)
<b>Ending Fund Balance</b>	<b>\$ 2,684,836</b>	<b>\$ 2,684,836</b>	<b>\$ 262,753</b>	<b>\$ 2,814,077</b>	<b>\$ 262,753</b>	<b>\$ (2,422,083)</b>

# Hotel Occupancy Tax Fund

## Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>605 REVENUES:</b>						
Hotel Occupancy Tax <sup>(1)</sup>	3,272,204	2,870,035	2,870,035	2,343,159	2,943,995	73,960
Interest	56,027	50,362	50,362	212,854	114,985	64,623
<b>Total Revenues</b>	<b>\$ 3,328,231</b>	<b>\$ 2,920,397</b>	<b>\$ 2,920,397</b>	<b>\$ 2,556,013</b>	<b>\$ 3,058,980</b>	<b>\$ 138,583</b>
<b>605 EXPENSES:</b>						
San Angelo Performing Arts Center	50,000	50,000	50,000	-	50,000	-
Destination Marketing Organization	1,015,750	950,000	950,000	950,000	950,000	-
San Angelo Cultural Affairs Council <sup>(2)</sup>	75,000	75,000	75,000	75,000	-	(75,000)
Downtown San Angelo	62,500	100,000	100,000	100,000	100,000	-
San Angelo Museum of Fine Arts	50,000	50,000	50,000	50,000	50,000	-
Water Lily Garden	1,857	25,000	48,143	-	25,000	-
Art in Uncommon Places	25,000	25,000	25,000	25,000	50,000	25,000
Railway Museum	-	-	25,000	25,000	25,000	25,000
Angelo Civic Theater	-	-	-	-	15,000	15,000
Ballet San Angelo	-	-	-	-	15,000	15,000
SA Broadway Academy	-	-	-	-	10,000	10,000
San Angelo Symphony	-	-	-	-	25,000	25,000
Concho Christmas Celeb	-	-	-	-	3,000	3,000
Miscellaneous Allocation	-	-	-	-	4,000	4,000
Transfer to Fort Concho	50,000	50,000	50,000	37,500	53,000	3,000
Transfer to Civic Events	1,208,050	1,008,050	1,008,050	756,038	1,008,050	-
Transfer to Sports Complex	50,000	50,000	50,000	37,500	50,000	-
Audit Fees	33,250	-	40,335	168	-	-
<b>Total Expenses</b>	<b>\$ 2,621,407</b>	<b>\$ 2,383,050</b>	<b>\$ 2,471,528</b>	<b>\$ 2,056,206</b>	<b>\$ 2,433,050</b>	<b>\$ 50,000</b>
Revenues Over/(Under) Expenditures	706,824	537,347	448,869	499,807	625,930	88,583
Beginning Fund Balance	2,050,887	2,757,711	2,757,711	2,757,711	3,206,580	448,869
<b>Ending Fund Balance</b>	<b>\$ 2,757,711</b>	<b>\$ 3,295,058</b>	<b>\$ 3,206,580</b>	<b>\$ 3,257,518</b>	<b>\$ 3,832,510</b>	<b>\$ 537,452</b>

<sup>(1)</sup> HOT tax revenue is budgeted at a 5% decrease from FY24 projected year-end.

<sup>(2)</sup> San Angelo Cultural Affairs Council is undergoing organizational; funding has been reallocated to organizations previously funded by SACAC.

# Fleet Services Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>301 REVENUES:</b>						
Gas and Oil	2,213,588	3,130,724	3,130,724	1,526,417	3,192,759	62,035
Materials & Labor	2,504,612	3,053,831	3,053,831	1,978,630	3,227,578	173,747
Rent	120,000	120,000	120,000	120,000	-	(120,000)
Interest	34,041	34,585	34,585	32,072	50,173	15,588
Other	22,151	15,969	15,969	49,158	47,785	31,816
<b>Total Revenues</b>	<b>\$ 4,894,392</b>	<b>\$ 6,355,109</b>	<b>\$ 6,355,109</b>	<b>\$ 3,706,277</b>	<b>\$ 6,518,295</b>	<b>\$ 163,186</b>
<b>301 EXPENSES:</b>						
Personnel	993,382	1,188,133	1,188,133	842,639	1,247,631	59,498
Operations & Maintenance	3,978,079	5,036,344	5,265,040	3,842,140	5,138,213	101,869
Legal Notices	1,984	1,000	1,000	862	1,000	-
Capital	80,039	129,632	129,432	48,354	131,451	1,819
<b>Total Expenses</b>	<b>\$ 5,053,484</b>	<b>\$ 6,355,109</b>	<b>\$ 6,583,605</b>	<b>\$ 4,733,995</b>	<b>\$ 6,518,295</b>	<b>\$ 163,186</b>
Revenues Over/(Under) Expenditures	(159,092)	-	(228,496)	(1,027,718)	-	-
Beginning Fund Balance	1,495,971	1,336,879	1,336,879	1,336,879	1,108,383	(228,496)
<b>Ending Fund Balance</b>	<b>\$ 1,336,879</b>	<b>\$ 1,336,879</b>	<b>\$ 1,108,383</b>	<b>\$ 309,161</b>	<b>\$ 1,108,383</b>	<b>\$ (228,496)</b>

# Information Technology Service Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>305 REVENUES:</b>						
Radio	148,358	149,031	149,031	105,858	-	(149,031)
Information Technology <sup>(2)</sup>	454,029	466,481	466,481	353,952	1,953,988	1,487,507
Cell Phones	322,985	394,763	394,763	403,494	-	(394,763)
Interest	5,118	4,762	4,762	7,461	6,972	2,210
<b>Total Revenues</b>	<b>\$ 930,490</b>	<b>\$ 1,015,037</b>	<b>\$ 1,015,037</b>	<b>\$ 870,765</b>	<b>\$ 1,960,960</b>	<b>\$ 945,923</b>
<b>305 EXPENSES:</b>						
Radio	81,985	78,730	78,730	56,513	29,021	(49,709)
Information Technology <sup>(2)</sup>	401,564	403,413	402,913	277,926	1,293,892	890,479
Cell Phones	388,955	394,611	395,111	296,976	512,213	117,602
Capital	77,216	138,283	138,283	70,183	125,834	(12,449)
<b>Total Expenses</b>	<b>\$ 949,720</b>	<b>\$ 1,015,037</b>	<b>\$ 1,015,037</b>	<b>\$ 701,598</b>	<b>\$ 1,960,960</b>	<b>\$ 945,923</b>
Revenues Over/(Under) Expenditures	(19,230)	-	-	169,167	-	-
Beginning Fund Balance	202,552	183,322	183,322	183,322	183,322	-
<b>Ending Fund Balance</b>	<b>\$ 183,322</b>	<b>\$ 183,322</b>	<b>\$ 183,322</b>	<b>\$ 352,489</b>	<b>\$ 183,322</b>	<b>\$ -</b>

<sup>(2)</sup> The Information Technology department expenses have been moved into their own internal service fund.

# Health Insurance Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>310 REVENUES:</b>						
Clinic Revenue	93,957	90,162	90,162	48,423	96,000	5,838
Self Insurance Revenue	11,180,699	10,949,710	10,949,710	8,102,063	12,151,265	1,201,555
Interest	35,023	36,344	36,344	34,127	49,125	12,781
<b>Total Revenues</b>	<b>\$ 11,309,679</b>	<b>\$ 11,076,216</b>	<b>\$ 11,076,216</b>	<b>\$ 8,184,613</b>	<b>\$ 12,296,390</b>	<b>\$ 1,220,174</b>
<b>310 EXPENSES:</b>						
Personnel	232,161	240,767	240,767	186,248	260,772	20,005
Operations & Maintenance	2,716,205	3,225,739	3,383,031	2,742,345	5,132,275	1,906,536
Legal Notices	-	300	300	-	-	(300)
Self Insurance Claims Liability	8,565,551	7,606,473	7,476,473	5,657,045	6,903,343	(703,130)
Capital	-	2,937	2,937	2,508	-	(2,937)
<b>Total Expenses</b>	<b>\$ 11,513,917</b>	<b>\$ 11,076,216</b>	<b>\$ 11,103,508</b>	<b>\$ 8,588,146</b>	<b>\$ 12,296,390</b>	<b>\$ 1,220,174</b>
Revenues Over/(Under) Expenditures	(204,238)	-	(27,292)	(403,533)	-	-
Beginning Fund Balance	1,509,589	1,305,351	1,305,351	1,305,351	1,278,059	(27,292)
<b>Ending Fund Balance</b>	<b>\$ 1,305,351</b>	<b>\$ 1,305,351</b>	<b>\$ 1,278,059</b>	<b>\$ 901,818</b>	<b>\$ 1,278,059</b>	<b>\$ (27,292)</b>

# Property/Casualty Insurance Fund

## Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>320 REVENUES:</b>						
Premium Contributions	1,769,998	1,821,362	1,821,362	1,366,322	2,078,157	256,795
Insurance Proceeds	411,334	146,158	146,158	109,665	144,138	(2,020)
Interest	7,566	10,568	10,568	2,877	24,779	14,211
<b>Total Revenues</b>	<b>\$ 2,188,898</b>	<b>\$ 1,978,088</b>	<b>\$ 1,978,088</b>	<b>\$ 1,478,864</b>	<b>\$ 2,247,074</b>	<b>\$ 268,986</b>
<b>320 EXPENSES:</b>						
Personnel	190,636	211,535	211,535	160,743	221,956	10,421
Insurance Premiums	874,719	1,200,249	1,010,249	981,713	1,058,887	(141,362)
Claims Management	41,050	26,151	26,151	1,200	39,000	12,849
Self-Insurance Claims	894,598	538,268	728,268	635,723	564,087	25,819
Capital	1,350	1,885	1,885	1,797	363,144	361,259
<b>Total Expenses</b>	<b>\$ 2,002,353</b>	<b>\$ 1,978,088</b>	<b>\$ 1,978,088</b>	<b>\$ 1,781,176</b>	<b>\$ 2,247,074</b>	<b>\$ 268,986</b>
Revenues Over/(Under) Expenditures	186,545	-	-	(302,312)	-	-
Beginning Fund Balance	464,998	651,543	651,543	651,543	651,543	-
<b>Ending Fund Balance</b>	<b>\$ 651,543</b>	<b>\$ 651,543</b>	<b>\$ 651,543</b>	<b>\$ 349,231</b>	<b>\$ 651,543</b>	<b>\$ -</b>

# Workers' Compensation Insurance Fund

## Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>330 REVENUES:</b>						
Premium Contributions	1,779,925	1,396,921	1,396,921	1,548,404	2,040,000	643,079
Insurance Proceeds	20,178	2,258	2,258	7,536	2,258	-
Interest	55,220	51,299	51,299	86,815	105,866	54,567
<b>Total Revenues</b>	<b>\$ 1,855,323</b>	<b>\$ 1,450,478</b>	<b>\$ 1,450,478</b>	<b>\$ 1,642,755</b>	<b>\$ 2,148,124</b>	<b>\$ 697,646</b>
<b>330 EXPENSES:</b>						
Personnel	240,847	226,966	226,966	174,045	240,053	13,087
Operations & Maintenance	41,777	74,010	74,010	21,489	758,569	684,559
Claims	826,839	740,000	775,000	655,098	740,000	-
Insurance Premiums	168,924	409,502	374,502	266,498	409,502	-
<b>Total Expenses</b>	<b>\$ 1,278,387</b>	<b>\$ 1,450,478</b>	<b>\$ 1,450,478</b>	<b>\$ 1,117,130</b>	<b>\$ 2,148,124</b>	<b>\$ 697,646</b>
Revenues Over/(Under) Expenditures	576,936	-	-	525,625	-	-
Beginning Fund Balance	2,206,756	2,783,692	2,783,692	2,783,692	2,783,692	-
<b>Ending Fund Balance</b>	<b>\$ 2,783,692</b>	<b>\$ 2,783,692</b>	<b>\$ 2,783,692</b>	<b>\$ 3,309,317</b>	<b>\$ 2,783,692</b>	<b>\$ -</b>

# Keep San Angelo Beautiful Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>625 REVENUES:</b>						
Transfers From Solid Waste	110,000	110,000	110,000	82,500	110,000	-
<b>Total Revenues</b>	<b>\$ 110,000</b>	<b>\$ 110,000</b>	<b>\$ 110,000</b>	<b>\$ 82,500</b>	<b>\$ 110,000</b>	<b>\$ -</b>
<b>625 EXPENSES:</b>						
Personnel	84,875	91,069	91,069	68,100	96,272	5,203
Operations & Maintenance	6,294	12,063	11,063	3,002	11,228	(835)
Capital	299	6,868	30,399	2,357	2,500	(4,368)
<b>Total Expenses</b>	<b>\$ 91,468</b>	<b>\$ 110,000</b>	<b>\$ 132,531</b>	<b>\$ 73,459</b>	<b>\$ 110,000</b>	<b>\$ -</b>
Revenues Over/(Under) Expenditures	18,532	-	(22,531)	9,041	-	-
Beginning Fund Balance	7,500	26,032	26,032	26,032	3,501	(22,531)
<b>Ending Fund Balance</b>	<b>\$ 26,032</b>	<b>\$ 26,032</b>	<b>\$ 3,501</b>	<b>\$ 35,073</b>	<b>\$ 3,501</b>	<b>\$ (22,531)</b>

# Development Corp: Economic Development Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>700 REVENUES:</b>						
Sales and Use Tax <sup>(1)</sup>	3,418,154	3,235,804	3,235,804	2,597,248	3,348,558	112,754
Other Revenue	11,749	12,604	12,604	403,673	20,460	7,856
Interest	255,222	173,891	173,891	274,855	406,500	232,609
<b>Total Revenues</b>	<b>\$ 3,685,125</b>	<b>\$ 3,422,299</b>	<b>\$ 3,422,299</b>	<b>\$ 3,275,776</b>	<b>\$ 3,775,518</b>	<b>\$ 353,219</b>
<b>700 EXPENSES:</b>						
Personnel	225,468	370,019	370,019	181,283	379,374	9,355
Partner Affiliations	338,797	348,797	348,797	333,797	348,750	(47)
Operations & Maintenance	460,440	401,811	583,019	222,328	405,506	3,695
Transfers out <sup>(2)</sup>	220,408	199,714	199,714	144,612	176,927	(22,787)
Future Projects	38,114	2,101,958	1,954,251	33,628	2,464,961	363,003
<b>Total Expenditures</b>	<b>\$ 1,283,227</b>	<b>\$ 3,422,299</b>	<b>\$ 3,455,800</b>	<b>\$ 915,648</b>	<b>\$ 3,775,518</b>	<b>\$ 353,219</b>
Revenues Over/(Under) Expenditures	2,401,898	-	(33,501)	2,360,128	-	-
Unreserved Beginning Fund Balance	10,064,337	12,466,235	12,466,235	12,466,235	12,432,734	(33,501)
<b>Unreserved Ending Fund Balance</b>	<b>\$ 12,466,235</b>	<b>\$ 12,466,235</b>	<b>\$ 12,432,734</b>	<b>\$ 14,826,363</b>	<b>\$ 12,432,734</b>	<b>\$ (33,501)</b>

<sup>(1)</sup> Sales tax is projected at a 3% decrease from FY24's projected year-end.

<sup>(2)</sup> Operations & maintenance decreased largely due to the update to indirect costs associated with current project levels.

# Development Corp: Ballot Fund Financial Summary

Description	FY23 Actual	FY24 Original Budget	FY24 Revised Budget	FY24 Year-to-date as of June	FY25 Draft Budget	Increase (Decrease) from FY24 Original
<b>711 REVENUES:</b>						
Sales and Use Tax <sup>(1)</sup>	8,789,538	8,320,639	8,320,639	6,678,638	8,610,576	289,937
Interest	285,554	217,283	217,283	389,925	411,000	193,717
<b>Total Revenues</b>	<b>\$ 9,075,092</b>	<b>\$ 8,537,922</b>	<b>\$ 8,537,922</b>	<b>\$ 7,068,563</b>	<b>\$ 9,021,576</b>	<b>\$ 483,654</b>
<b>711 EXPENSES:</b>						
Affordable Housing	334,170	335,000	699,750	152,602	335,000	-
Water <sup>(2)</sup>	515,522	698,960	698,960	-	758,020	59,060
Operations & Maintenance	5,465,600	5,469,038	5,469,038	5,472,476	5,465,600	(3,438)
Transfers Out	47,946	34,105	34,105	24,003	34,105	-
Future Projects	-	2,000,819	2,000,819	-	2,428,851	428,032
<b>Total Expenditures</b>	<b>\$ 6,363,238</b>	<b>\$ 8,537,922</b>	<b>\$ 8,902,672</b>	<b>\$ 5,649,081</b>	<b>\$ 9,021,576</b>	<b>\$ 483,654</b>
Revenues Over/(Under) Expenditures	2,711,854	-	(364,750)	1,419,482	-	-
Unreserved Beginning Fund Balance	6,761,859	9,473,713	9,473,713	9,473,713	9,108,963	(364,750)
<b>Unreserved Ending Fund Balance</b>	<b>\$ 9,473,713</b>	<b>\$ 9,473,713</b>	<b>\$ 9,108,963</b>	<b>\$ 10,893,195</b>	<b>\$ 9,108,963</b>	<b>\$ (364,750)</b>

<sup>(1)</sup> Sales tax is projected at a 3% decrease from FY24's projected year-end.

<sup>(2)</sup> Increase for Ft. Stockton water rights payment.

**ORDINANCE 2020-084**

**AN ORDINANCE OF THE CITY OF SAN ANGELO APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025 INCLUDING AUTHORIZING EMPLOYEE COMPENSATION SCHEDULES; PROVIDING FOR THE GENERAL APPROPRIATION OF FUNDS; RESERVING UNTO THE CITY COUNCIL THE POWER TO AMEND OR MAKE CHANGES IN THE BUDGET FOR MUNICIPAL PURPOSES; AND PROVIDING AUTHORITY FOR THE CITY MANAGER TO MAKE AUTHORIZED ADJUSTMENTS AND BUDGETARY APPROVALS**

**WHEREAS**, a budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, has been proposed and submitted by the City Manager to the City Council as required by law; and,

**WHEREAS**, the proposed budget has been filed with the City Clerk and has been posted on the website for the City of San Angelo, for inspection by any person for more than fifteen (15) days immediately prior to the public hearing upon said budget and more than thirty (30) days prior to a tax levy for the fiscal year; and,

**WHEREAS**, proper notice of public hearing upon this budget has been posted and published in accordance with applicable law; and,

**WHEREAS**, the City Council has conducted the necessary public hearings as required by law; and,

**WHEREAS**, after a full and final consideration of the financial condition and estimated revenues and proposed expenditures as set forth in the budget as filed and amended, it is the consensus of opinion of the Council that the budget as filed and amended should be approved.

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

SECTION 1: The facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

SECTION 2: The proposed budget as filed with the City Clerk and as amended by the City Council, for the fiscal year October 1, 2024, through September 30, 2025, (hereinafter the "Budget") is hereby approved and adopted. A copy of the Budget, as amended, approved, and adopted, is attached hereto as **Exhibit "A"** and made a part hereof for all purposes.

SECTION 3: The Competitive Pay Plan Grade and Step Tables for Fire and Police Civil Service employees and the Salary Ranges for all other City employees set forth in the Budget are attached hereto as **Exhibit "B"** and made a part hereof for all purposes. Employee compensation schedules that are in accordance with the Competitive Pay Plan and Grade Step Tables for Fire and Police Civil Service employees and the Salary Ranges for all other City employees as set forth are hereby authorized.

SECTION 4: By virtue of the adoption of the Budget, there are hereby appropriated out of available cash funds and out of the general and special revenues of the City that will be received in the treasury during the 2024-2025 fiscal year, the amounts set forth in the Budget for the purposes therein stated.

SECTION 5: All unencumbered or unobligated funds for the prior fiscal year shall lapse at the end of the prior fiscal year. All appropriations for encumbered, obligated, or restricted funds shall carry over to the subsequent fiscal year and be considered committed to complete these transactions.

SECTION 6: The expenditures of the City shall be made in accordance with the financial summaries included within the Budget approved by this ordinance provided, however:

1. The City Council may, as permitted by law, amend this ordinance to authorize changes that increase or decrease the total appropriation of any fund or otherwise make changes in the budget for municipal purposes.
2. The City Manager or his designee is authorized to:
  - a) approve changes that move budgeted amounts between accounts within a fund.
  - b) approve budget amendments that reduce the total amount of budgeted revenues and expenditures in a fund. Under this authorization, the reduction in budgeted expenditures must equal or exceed any reduction in budgeted revenues.
3. The City Manager is authorized to:
  - a) approve changes to the budget under \$50,000 cumulative of all funds that are necessary for purchases and grants.
  - b) accept and budget for grants, designated and restricted revenues, and their corresponding expenditures.
  - c) accept donations to the City of San Angelo with a value not to exceed \$5,000.
4. Changes to the budget that are necessary for purchases, grants, or interlocal agreements over \$50,000 are hereby authorized by the City Council if the agenda caption of the item clearly states the funding source and the amount of the item. The background memo of the purchase, grant, or interlocal agreement must clearly show all funds impacted by the expenditure. If these requirements are met, the agenda item serves as final approval by City Council for the expenditure and the amendment to the budget.

SECTION 7: Certain grants are identified in the Budget, as listed on **Exhibit "C"**, attached hereto and made a part hereof for all purposes. The City Manager or his designee is hereby authorized to apply for and accept those grants and execute any documents related thereto.

SECTION 8: The City Manager or his designee is hereby authorized to execute any documents necessary for the application for any grants not included in **Exhibit "C"** in which the City expenditure of funds is less than \$50,000.

SECTION 9: The City Manager is authorized to execute any Interlocal Agreement formed under Chapter 791 of the Texas Government Code that does not require the expenditure of City funds.

SECTION 10: The Classification plan for authorized police and fire positions set out in Chapter 2, Article 2.08.002 of the City of San Angelo Code of Ordinances, as amended, is attached hereto as **Exhibit "D"**, and are hereby authorized and made part hereof for all purposes.

SECTION 11: The total number of civilian employees in place as shown on **Exhibit "D"** is hereby authorized. The City Manager or his designee is authorized to adjust compensation and position titles for any non-civil service positions and hire all part-time positions deemed necessary to retain qualified individuals or for the efficient administration of the City.

SECTION 12: The Budget as amended and adopted shall be filed with the City Clerk and posted on the City's website. The budget officer is hereby directed to provide a copy of this budget ordinance, and the Budget as amended, approved, and adopted to the County Clerk of Tom Green County for recording after final passage and adoption hereof.

SECTION 13: Should any section, provision, clause, or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected thereby.

**INTRODUCED with public hearing on the 19th day of August, 2024, and finally PASSED, this 3rd day of September, 2024.**

<u>YES</u>	<u>NO</u>	CITY OF SAN ANGELO, TEXAS
_____	_____	_____ Brenda Gunter, Mayor
_____	_____	_____ Tommy Hiebert, SMD #1
_____	_____	_____ Tom Thompson, SMD #2
_____	_____	_____ Harry Thomas, SMD #3
_____	_____	_____ Lucy Gonzales, SMD #4
_____	_____	_____ Karen Hesse Smith, SMD #5
_____	_____	_____ Larry Miller, SMD #6

**ATTEST:**

\_\_\_\_\_  
Heather Stastny, City Clerk

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Tina Dierschke, Finance Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Theresa James, City Attorney

## EXHIBIT A

### Consolidated Financial Schedule Revenue and Expenditures, Fiscal Year Ending September 30, 2025

Fund No.	Fund Name	Beginning Balance	Operating Revenues	Transfers In	Amount Available	Operating Expenditures	Transfers Out	Total Expenditures	Rev Over/ (Under) Exp	Ending Balance
101	General	32,024,110	87,381,692	8,362,834	127,768,636	91,940,387	3,804,139	95,744,526	-	32,024,110
103	Intergovernmental	12,518,223	5,860,361	270,402	18,648,986	5,994,390	136,373	6,130,763	-	12,518,223
105	General Debt Service	2,113,936	9,924,321	2,715,600	14,753,857	12,489,921	-	12,489,921	150,000	2,263,936
106	TIRZ	4,435,772	2,674,994	-	7,110,766	2,607,628	67,366	2,674,994	-	4,435,772
201	State Office Building	919,258	1,345,789	-	2,265,047	870,379	475,410	1,345,789	-	919,258
203	Texas Bank Sports Complex	694,245	208,749	867,598	1,770,592	1,076,347	-	1,076,347	-	694,245
220	Airport Operating	1,202,281	1,876,791	-	3,079,072	1,749,530	127,261	1,876,791	-	1,202,281
230	Solid Waste	5,785,364	2,439,155	-	8,224,519	1,382,043	1,057,112	2,439,155	-	5,785,364
240	Stormwater	3,864,306	3,325,811	135,000	7,325,117	2,994,741	466,070	3,460,811	-	3,864,306
260	Water Operating	44,670,157	37,230,600	2,592,021	84,492,778	26,074,000	13,748,621	39,822,621	-	44,670,157
261	Water Debt Service	345,550	10,189	9,752,055	10,107,794	9,762,244	-	9,762,244	-	345,550
270	Water Reclamation Operating	23,604,646	17,030,606	-	40,635,252	6,481,625	10,548,981	17,030,606	-	23,604,646
271	Water Reclamation Debt Service	280,767	10,678	4,094,922	4,386,367	4,105,600	-	4,105,600	-	280,767
410	Civic Events	1,264,227	710,595	1,008,050	2,982,872	1,418,461	160,159	1,578,620	140,025	1,404,252
420	Fort Concho	793,337	414,181	948,780	2,156,298	1,362,961	-	1,362,961	-	793,337
440	Fairmount Cemetery	243,416	477,139	85,211	805,766	562,350	-	562,350	-	243,416
453	Community Development Block Grant	235,726	675,802	-	911,528	630,802	45,000	675,802	-	235,726
483	HOME Grant	160,441	295,545	30,135	486,121	325,680	-	325,680	-	160,441
501	Equipment Replacement	2,549,340	160,000	1,811,440	4,520,780	1,971,440	-	1,971,440	-	2,549,340
502	Capital Projects	76,527	-	250,000	326,527	250,000	-	250,000	-	76,527
512	Water / Supply Capital Projects	21,593,916	5,774,601	2,889,374	30,257,891	8,413,939	250,036	8,663,975	-	21,593,916
520	Water Reclamation Capital Projects	4,496,515	1,877,536	3,331,255	9,705,306	5,120,202	88,589	5,208,791	-	4,496,515
529	Airport PFC	942,144	278,265	-	1,220,409	128,265	150,000	278,265	-	942,144
533	Streets	769,818	560,735	-	1,330,553	560,735	-	560,735	-	769,818
601	Designated Revenue	534,749	72,600	-	607,349	72,600	-	72,600	-	534,749
602	Restricted Revenue	2,684,836	660,463	-	3,345,299	643,261	17,202	660,463	-	2,684,836
605	Hotel Occupancy Tax	3,295,058	3,058,980	-	6,354,038	1,322,000	1,111,050	2,433,050	625,930	3,920,988
625	Keep San Angelo Beautiful	26,032	-	110,000	136,032	110,000	-	110,000	-	26,032
640	Lake Nasworthy Trust	6,043,030	1,134,608	-	7,177,638	50,000	157,147	207,147	927,461	6,970,491
700	Development Corp: Economic Developm	12,466,235	3,775,518	-	16,241,753	3,219,217	556,301	3,775,518	-	12,466,235
711	Development Corp: Ballot	9,473,713	9,021,576	-	18,495,289	2,733,716	6,287,860	9,021,576	-	9,473,713
	<b>Operating Totals</b>	<b>\$ 200,107,675</b>	<b>\$ 198,267,880</b>	<b>\$ 39,254,677</b>	<b>\$ 437,630,232</b>	<b>\$ 196,424,464</b>	<b>\$ 39,254,677</b>	<b>\$ 235,679,141</b>	<b>\$ 1,843,416</b>	<b>\$ 201,951,091</b>
301	Fleet Services	1,336,879	6,518,295	-	7,855,174	6,518,295	-	6,518,295	-	1,336,879
305	Communications	183,322	1,960,960	-	2,144,282	1,960,960	-	1,960,960	-	183,322
310	Health Insurance	1,305,351	12,296,390	-	13,601,741	12,296,390	-	12,296,390	-	1,305,351
320	Property/Casualty	651,543	2,247,074	-	2,898,617	2,247,074	-	2,247,074	-	651,543
330	Workers' Compensation	2,783,692	2,148,124	-	4,931,816	2,148,124	-	2,148,124	-	2,783,692
	<b>Total Internal Service Funds</b>	<b>\$ 6,260,787</b>	<b>\$ 25,170,843</b>	<b>\$ -</b>	<b>\$ 31,431,630</b>	<b>\$ 25,170,843</b>	<b>\$ -</b>	<b>\$ 25,170,843</b>	<b>\$ -</b>	<b>\$ 6,260,787</b>

## EXHIBIT B

### Fire Department Effective 10-1-24

#### Civil Service Pay Plan

<u>Grade</u>	<u>Position</u>	<u>Annually</u>
GR 24F	Fire Recruit	\$51,053
GR 26F	Probationary Firefighter	\$51,383
GR 27F	Firefighter	\$65,589
GR 28F	Fire Driver	\$74,943
GR 29F	Fire Lieutenant	\$86,184
GR 30F	Fire Captain	\$99,114
GR 31F	Battalion Chief	\$113,979
GR 32F	Assistant Chief	\$136,417

#### Additional Pay

Paramedic	\$150/month
Intermediate Certification	\$100/month
ARFF Certification	\$75/month
EMS Coordinator	\$75/month
EMS Basic	\$75/month
EMS Compliance	\$1,250/month
Fire Compliance	\$1,250/month
Training Center Assignment	\$200-350/month
Incentive/College Training	up to \$150/month
Incentive Degree Pay	\$25/month
Longevity Per Year of Service (25 yrs max)	\$4/month
Loyalty Per Year of Service (No Max)	\$25/month

**Police Department**  
**Effective 10-1-24**

**Civil Service Pay Plan**

<u>Grade</u>	<u>Step</u>	<u>Position</u>	<u>Annually</u>
P23	1	Recruit	\$54,400
P27	1	Police Officer: Basic	\$58,500
P27	2	Police Officer: Intermediate	\$65,500
P27	3	Police Officer: Advanced	\$71,500
P27	4	Police Officer: Master	\$76,500
P29	1	Sergeant: Intermediate	\$78,000
P29	2	Sergeant: Advanced	\$84,000
P29	3	Sergeant: Master	\$88,500
P30	1	Lieutenant: Advanced	\$99,000
P30	2	Lieutenant: Master	\$104,000
P32	1	Assistant Chief	\$130,543

**Additional Pay**

Crisis Negotiation	\$100/month
Critical Incident	\$100/month
Special Weapons & Tactics	\$100/month
Incentive/College Training	up to \$400/month
Longevity Per Year of Service (25 yrs max)	\$4/month
Loyalty Per Year of Service (No Max)	\$25/month

**Non-Civil Service  
Effective 10-1-24**

**Pay Plan**

<u>Grade</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
50	\$232,820	\$291,025	\$349,231
45	\$178,986	\$223,731	\$268,479
44	\$169,815	\$212,270	\$254,723
41	\$145,029	\$181,286	\$217,543
40	\$137,599	\$171,999	\$206,398
38	\$123,861	\$154,825	\$185,791
36	\$111,494	\$139,368	\$167,241
35	\$105,782	\$132,227	\$158,673
34	\$100,362	\$125,453	\$150,544
33	\$95,221	\$119,026	\$142,830
32	\$90,342	\$112,928	\$135,513
31	\$85,714	\$107,143	\$128,570
30	\$81,323	\$101,652	\$121,983
29	\$77,155	\$96,444	\$115,734
28	\$73,202	\$91,503	\$109,804
27	\$69,452	\$86,816	\$104,178
26	\$65,894	\$82,367	\$98,841
25	\$62,519	\$78,148	\$93,777
24	\$59,315	\$74,144	\$88,972
23	\$56,276	\$70,346	\$84,414
22	\$53,393	\$66,741	\$80,089
21	\$50,658	\$63,322	\$75,986
20	\$48,062	\$60,077	\$72,093
19	\$45,599	\$56,999	\$68,400
18	\$43,264	\$54,080	\$64,895
17	\$41,047	\$51,309	\$61,570
16	\$38,944	\$48,680	\$58,416
15	\$36,948	\$46,185	\$55,423
14	\$35,056	\$43,820	\$52,584
13	\$33,260	\$41,575	\$49,890
12	\$31,555	\$39,444	\$47,333

**Non-Civil Service Public Safety**

<u>Grade</u>	<u>Min</u>	<u>Max</u>
GR 30M	\$93,052	\$104,609
GR 29M	\$81,145	\$92,119
GR 27M	\$57,738	\$78,792

**Non-Civil Service Additional Pay**

Bilingual Certified	\$100/month
CDL Certification A	\$300/month
CDL Certification B	\$175/month
Engineer I.T. I	5%
Engineer I.T. II	5%
Engineer Certification	5%
Fleet Mechanic Tool Allowance	\$80/month
Loyalty Per Year of Service (20 yrs Max)	\$25/month
WU/WR Class D License	5%
WU/WR Class C License	5%
WU/WR Class B License	5%
WU/WR Class A License	5%
WU/WR Operator A/B Differential	5%
Water Utility Field Pay	10%
WU/WR Experienced 3 yrs + 2 Licenses	5%
WU/WR Skilled 8 yrs + 4 Licenses	5%
WU/WR Senior 13 yrs + 6 Licenses	5%

## EXHIBIT C

**City Council authorizes application for and acceptance of the following grants:**

Atmos Energy Grant  
Assistance to Fire Fighters Grant  
Community Development Block Grant  
Criminal Justice Department Grants  
Department of Defense Federal Grants  
Department of Energy Federal Grants  
Department of Transportation Federal Grants  
Edward Byrne Justice Assistance Grants  
Emergency Food and Shelter Program Grant  
Emergency Management Performance Grant  
Environmental Health Service and Bureau of Regional Local Health Operations Grant Federal  
Aviation Administration Grants - Entitlements and Discretionary  
Federal Disaster Prevention and Relief Grants  
Federal Infrastructure and Environmental Project Grants  
Federal Infrastructure Investment and Jobs Act Grants  
Gang Initiative Grant  
HOME Grant  
Hazards Grant  
State and Federal Homeland Security Grants Programs  
San Angelo Cultural Affairs Council Grant  
State Events Trust Fund Grant  
Texas Department of Transportation Highway Safety Improvements Grants  
Texas Department of Transportation Road to Zero Grants  
Texas Department of Transportation Routine Airport Maintenance Program  
Texas Department of Transportation Grants  
Title III C-1 Congregate Nutrition Services  
Transit and Transportation Planning Grants - Federal and State  
U.S. Department of Housing and Urban Development Grants  
Women, Infant, and Children Grant

## EXHIBIT D

### Classification plan for authorized positions:

Fire Chief	1
Assistant Chief	2
Battalion Chief	4
Fire Captain	12
Fire Lieutenant	21
Fire Engineer (or Driver)	49
Fire Fighter	89
<b>Fire Department – Civil Service Subtotal</b>	<b>178</b>
Police Chief	1
Assistant Chief	2
Police Lieutenant	8
Police Sergeant	28
Police Officer	141
<b>Police Department – Civil Service Subtotal</b>	<b>180</b>
<b>Civilians</b>	<b>625</b>
<b>Total Staffing Levels</b>	<b>983</b>

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Jonathan Flores, Budget Manager, Budget

Meeting Date: August 19, 2024

Item type: Regular Item

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**Caption:**

First reading and public hearing of an ordinance fixing and levying ad valorem taxes for the current tax year for use and support of the municipal government of the City of San Angelo, Texas, for the 2024-2025 budget year; providing for the assessment and collection thereof; providing when the tax shall become due; providing when the tax shall become delinquent; providing for exemptions; providing for severability; providing for publication on the city operated website; and, providing for an effective date (Presentation made by Finance Director Tina Dierschke)

**Staff Recommendation:**

Adopt

**Summary/History:**

This item is the first public hearing and introduction of the ordinance to levy property taxes for the tax year 2024. The ordinance sets the total tax rate of 0.7544 per \$100 valuation and establishes that taxes are delinquent on February 1, 2025. No changes are proposed to the existing exemptions, including continuing the 20% homestead exemption available to property owners on their primary residence.

The overall tax rate is proposed to increase from the prior year's tax rate by 0.0502 per \$100 valuation. The proposed tax rate will be applied as follows:

For maintenance and operations in the General Fund: 0.6178

For maintenance and operations in the Street Infrastructure fund: 0.0072

To pay annual interest and maturities and create debt service funding to discharge outstanding bonded indebtedness of the City of San Angelo: 0.1294

The total tax rate for the aforementioned purposes is: 0.7544

This year's proposed tax rate does exceed the no new revenue tax rate but does not exceed the voter-approval tax rate. The associated additional notices and actions are required for this ordinance.

**Funding Source(s):**

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund			\$47,800,202
Street Infrastructure Fund			\$544,829
General Debt Service Fund			\$9,846,779
TIRZ (North & South)			\$2,538,150

**Financial Impact:**

The proposed tax rate for the City of San Angelo will generate the above property tax revenue, providing a 98% collection rate for the respective funds. The TIRZ portion listed above only includes the revenue generated from the City's tax rate. The fund's budget also includes an additional \$986,428 contributed by Tom Green County.

**Other Information/Recommendation:**

Staff recommends approval.

**Attachments:**

- 1. 2024-2025 Tax Levy Ordinance - FINAL                      2024-2025 Tax Levy Ordinance - FINAL.docx

**Presentation:**

Tina Dierschke

**Approvals/Reviews:**

Jonathan Flores	Created/Initiated
Theresa James	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval

AN ORDINANCE FIXING AND LEVYING AD VALOREM TAXES FOR THE CURRENT TAX YEAR FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF SAN ANGELO, TEXAS, FOR THE 2024-2025 BUDGET YEAR; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING WHEN THE TAX SHALL BECOME DUE; PROVIDING WHEN THE TAX SHALL BECOME DELINQUENT; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION ON THE CITY-OPERATED WEBSITE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter for the City of San Angelo provides that the City Council at its first meeting in September of each year, or as soon thereafter as practicable, shall levy the annual tax for such year; and,

WHEREAS, Section 26.05 of the Texas Tax Code requires that the City of San Angelo, Texas, adopt a tax rate for the next fiscal year by September 30, 2024; and,

WHEREAS, the City Council finds that all public notices have been given and published as required by law for fixing and levying the ad valorem taxes; and,

WHEREAS, the City Council further finds that the taxes for the fiscal year beginning October 1, 2024, and ending September 30, 2025, hereinafter levied therefore are necessary to pay interest and maturities and create a sinking fund to discharge outstanding bonded indebtedness of the City; and,

WHEREAS, the City Council further finds that the tax for the fiscal year beginning October 1, 2024, and ending September 30, 2025, hereinafter levied for purposes of maintenance and operations must be levied to provide for the revenue requirements of the budget for the ensuing fiscal year:

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

Section One: The following taxes be and are hereby levied for the fiscal year 2024-2025, upon each One Hundred Dollar (\$100) valuation of property subject to taxation in the City of San Angelo for said year:

To pay annual interest and maturities and create a sinking fund to discharge outstanding bonded indebtedness of the City of San Angelo	\$0.1294
For the purposes of maintenance and operations in the General Fund	\$0.6178
For the purpose of maintenance and operations in the Streets Fund	\$0.0072
<b>The total tax rate for the aforementioned purposes is:</b>	<b>\$0.7544</b>

**Section Two.** This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 6.19 percent and will raise more taxes for maintenance and operations on a \$100,000 home by approximately \$38.66.

**Section Three:** The taxes levied herein shall be assessed and proper record made thereof, as required by law by the officers performing the duties of assessor and collector of taxes for the City of San Angelo and their successors in office and said officers shall collect such taxes and remit the same required by law and this ordinance.

**Section Four:** All taxes levied and due under this ordinance, plus penalties and interest thereon, shall become a lien upon the property against which the tax is assessed, as provided by City Charter and State law, and the officers performing the duties of assessor and collector of taxes for the City of San Angelo and their successors in office, or their designee, are hereby authorized and empowered to enforce the collection of such taxes, penalties and interest according to the Constitution and laws of the State of Texas and the Charter and Ordinances of the City of San Angelo. Penalties and interest collected shall be paid to and credited to the General Fund of the City of San Angelo.

**Section Five:** Taxes levied under this ordinance shall be due on October 1, 2024, and if not paid as provided by law, shall immediately become delinquent on February 1, 2025.

**Section Six:** The City hereby affirms the adoption of the following exemptions from taxation of real property:

An individual may claim an exemption from taxation equal to twenty percent (20%) of the appraised value of his/her residence homestead, but not less than five thousand dollars (\$5,000) or the value of the homestead if said value is less than \$5,000.

**Section Seven:** Should any part, portion, or section of this ordinance be declared invalid, inoperative, or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining parts, portions or sections of this ordinance, which provisions shall be, remain and continue in full force and effect.

**Section Eight:** The City Manager or his designee shall cause a copy of this Ordinance, in its entirety, as passed, to be published on the website operated by the City of San Angelo

**Section Nine:** This ordinance shall become effective on the date Approved and Adopted.

INTRODUCED on the 19<sup>th</sup> day of August 2024, and APPROVED and ADOPTED on this the 3<sup>rd</sup> day of September 2024.

YES

NO

CITY OF SAN ANGELO, TEXAS

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Brenda Gunter, Mayor

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Tommy Hiebert, SMD #1

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Tom Thompson, SMD #2

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Harry Thomas, SMD #3

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Lucy Gonzales, SMD #4

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Karen Hesse Smith, SMD #5

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Larry Miller, SMD #6

ATTEST:

\_\_\_\_\_  
Heather Stastny, City Clerk

Approved as to Content

Approved as to Form

\_\_\_\_\_  
Tina Dierschke, Finance Director

\_\_\_\_\_  
Theresa James, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Jeremy Miller, Assistant Director of Operations, Public Works

Meeting Date: August 19, 2024

Item type: Regular Item

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## **Caption:**

First reading and public hearing of an ordinance amending Appendix A, Article A8.000, Subsection A8.002 Monthly Water and Water Reclamation Rates (Presentation made by Operations Director Patrick Frerich)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

The proposed amendment will modify City Ordinance to establish water and water reclamation billing rates.

During the Fiscal Year 2023-2024 Enterprise Budget meetings held August 14, 2023, City Council expressed a desire to find a way to accomplish a necessary rate increase with the least impact on customers as possible. Staff determined that a 1.5% increase to Wastewater rates and a 4% increase to Water rates, respectively, would offset the increased cost of operations and maintenance for these funds. The one-time increase that was approved on September 2023 has proven to be beneficial in combating the rising costs of materials and supplies. The rates, established for Fiscal Year 2024, will expire on September 30, 2024. Staff recommends adopting a fee schedule with no change to the existing rates.

Upon approval, the water and water reclamation rates will become effective on, from, and thereafter, October 1, 2024.

## **Funding Source(s):**

## **Financial Impact:**

There is no change to the proposed fee schedule from Fiscal Year 2024.

## **Other Information/Recommendation:**

Staff recommends the ordinance amendment be adopted and become effective October 1, 2024.

## **Attachments:**

- |    |   |  |
|----|---|--|
| 1. | Ordinance Amending A8.002 Monthly Water Rates | Ordinance Amending A8.002 Monthly Water Rates.docx |
| 2. | Exhibit A Sec._A8.002                         | Exhibit A Sec._A8.002.docx                         |

**Presentation:**

Patrick Frerich

**Approvals/Reviews:**

Jeremy Miller

Pete Madrid Jr.

Patrick Frerich

Shane Kelton

Theresa James

Tina Dierschke

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

**AN ORDINANCE AMENDING APPENDIX A, ARTICLE A8.000 OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, BY DELETING AND REPLACING SECTION A8.002 “MONTHLY WATER RATES; SANITARY SEWER DISCHARGE CHARGES; INDUSTRIAL WASTE CHARGES; SEWER TAP CHARGES”, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE**

**BE IT ORDAINED BY THE CITY OF SAN ANGELO:**

1) **THAT**, Appendix A, Article A8.000, Section A8.002, “Monthly water rates; sanitary sewer discharge charges; industrial waste charges; sewer tap charges” of the City of San Angelo Code of Ordinances is hereby deleted and replaced as set out in Exhibit A to this ordinance.

2) **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.

3) **THAT**, this Ordinance shall be effective on, from and after the 1st day of October 2024.

INTRODUCED on the 19th day of August 2024 with public hearing, and finally PASSED, APPROVED and ADOPTED on this the 3<sup>rd</sup> day of September, 2024.

CITY OF SAN ANGELO

ATTEST:

\_\_\_\_\_  
Brenda Gunter, Mayor

\_\_\_\_\_  
Heather Stastny, City Clerk

Approved as to Form:

\_\_\_\_\_  
Theresa James, City Attorney

# EXHIBIT A

## Sec. A8.002 – Monthly water rates; sanitary sewer discharge charges; industrial waste charges; sewer tap charges

(a) All persons supplied with water by the city shall be billed for water at the following monthly rates for water.

(1) *Rate schedule:*

(A) Inside city, fixed charge - meter size:

¾"	\$31.92
1"	\$38.64
1½"	\$45.40
2"	\$59.86
3"	\$174.80
4"	\$218.24
6"	\$317.71
8"	\$430.66

(B) Residential volumetric, rate per 1,000 gallons (single-family residence, duplex, or other individually metered residential unit. Residential usage shall be the combined usage of the building meter and any landscape meter(s) serving the tract.):

0—2	\$ 3.95
3—5	\$ 5.76
6—15	\$ 6.73
16—39	\$ 7.20
>39	\$13.19

(C) Nonresidential volumetric, rate per 1,000 gallons (commercial, apartment, mobile home park, fire hydrants, industrial, hotel/motel, hospital, school, and government):

\$7.20
--------

(D) Landscape volumetric, rate per 1,000 gallons:

<b>Winter</b>	
0—89	\$6.95
>90	\$15.54
<b>Summer</b>	
0—89	\$7.26
>90	\$16.24

\* For all landscape meters at schools, colleges, parks, or other city-owned facilities all usage will be billed at the "0—89" rate.

\*\* Winter is the billing period of October through April.

\*\*\* Summer is the billing period of May through September.

# EXHIBIT A

(E) Untreated water volumetric, rater per 1,000 gallons (all customers):

\$6.95
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- (2) Manufacturing companies which depend on water use for the construction, manufacturing, assembly or processing of products, such as creameries, medical sutures, wood and cotton processing, packing plants, commercial laundries and carwashes, shall pay the industrial water rate.
- (3) Angelo State University, San Angelo Independent School District, Tom Green County, Goodfellow Air Force Base and the city shall pay the governmental/schools rate.
- (4) Where the city pays all pumping and distribution costs of untreated water, an additional charge shall be added to the untreated water rate in an amount equal to the average cost per one thousand (1,000) gallons for pumping and distributing said water.
- (5) The charge for fire sprinkler service shall be one dollar (\$1.00) per inch diameter of the main fire service feed line. This charge shall be for each line service per month.
- (6) The charge for water service to users outside the city limits shall be one and one-half (1½) times the rate charged to users within the city limits.
- (7) The water rate schedule shall also be adjusted as set out below pursuant to section 11.05.002 of this code entitled "water conservation measures."

(A) *Drought level 1*

(i) Residential:

0—2	\$ 3.95
3—5	\$ 6.05
6—15	\$ 7.07
16—39	\$ 7.92
>40	\$15.83

- (ii) Nonresidential: 1.05.
- (iii) Landscape (winter and summer): 1.10.
- (iv) Fire hydrants: 1.00.
- (v) Untreated water: 1.00.

(B) *Drought level 2*

(i) Residential:

0—2	\$ 4.35
3—5	\$ 6.34
6—15	\$ 8.08
16—39	\$ 8.64
>40	\$17.15

- (ii) Nonresidential: 1.05.
- (iii) Landscape (winter and summer): 1.20.

## EXHIBIT A

- (iv) Fire hydrants: 1.00.
- (v) Untreated water: 1.10.
- (C) *Drought level 3*
  - (i) Residential:

0—2	\$ 4.74
3—5	\$ 6.91
6—15	\$ 8.75
16—39	\$ 9.36
> 40	\$18.47

- (ii) Nonresidential: 1.10.
- (iii) Landscape (winter and summer): 1.30.
- (iv) Fire hydrants: 1.00.
- (v) Untreated water: 1.20.
- (8) *Obstructed or broken meters.* When an accurate meter read is unavailable due to obstruction or broken meters, consumption will be estimated based off the last 3 months of active usage or the period of usage from prior years when available.
- (b) Any person contributing wastewater to the city's sanitary wastewater system shall be billed for wastewater so contributed at the following monthly rates:
  - (1) *Base fee.*

Meter Size	
¾"	\$ 30.17
1"	\$ 34.93
1½"	\$ 39.72
2"	\$ 49.94
3"	\$ 131.22
4"	\$161.95
6"	\$232.28
8"	\$312.18

- (2) *Usage fee.*
  - (A) *Single-family residence:*
    - (i) A fixed monthly amount of usage shall be established for each user by averaging the user's billed water consumption for the previous months of December, January and February. The fixed monthly average shall be recalculated each year on March 1st. If a user does not have three months of water consumption history that can be used in the averaging, then the amount of data available will be utilized.
    - (ii) Blocks (1,000 gallons):

4—15 (maximum)	\$3.81
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# EXHIBIT A

The monthly usage fee shall be as stated above per each 1,000 gallons of average water usage above 4,000 gallons up to a maximum of 15,000 gallons average usage. This charge applies to wastewater that does not exceed the strength of normal domestic wastewater as defined in section 11.02.121 of this code.

- (iii) A user may separately meter usage of water for outside irrigation. Such separately metered water shall not be utilized in calculating wastewater fees.
- (B) *Multifamily residence* (duplex, apartment house, mobile home park, boardinghouse), San Angelo public schools, Angelo State University, and Goodfellow Air Force Base.
  - (i) A fixed monthly amount of usage shall be established for each user by averaging the user's billed water consumption for the previous months of December, January and February. The fixed monthly average shall be recalculated each year on March 1st. If a user does not have three months of water consumption history that can be used in the averaging, then the amount of data available will be utilized.
  - (ii) Blocks (1,000 gallons):

4 and above	\$3.81
-------------	--------

The monthly usage fee shall be as stated above per each 1,000 gallons of average water usage above 4,000 gallons. This charge applies to wastewater that does not exceed the strength of normal domestic wastewater as defined in section 11.02.121 of this code.

- (iii) A user may separately meter usage of water for outside irrigation. Such separately metered water shall not be utilized in calculating wastewater fees.
- (C) *Commercial, industrial, hospitals, churches, hotels, motels, and governmental users* (with the exception of those governmental users in subsection (B) above).
  - (i) Blocks (1,000 gallons):

4 and above	\$3.81
-------------	--------

The monthly usage fee shall be as stated above per each 1,000 gallons of water usage above 4,000 gallons. This charge applies to wastewater that does not exceed the strength of normal domestic wastewater as defined in section 11.02.121 of this code.

- (ii) A user may separately meter usage of water that does not enter the sewer. Such separately metered water shall not be utilized in calculating wastewater fees.
- (D) *Swimming pools*:

\$3.75
--------

Any user with a swimming pool will be charged as stated above per month for each swimming pool which discharges backwash waters or drainage water into the city's sanitary wastewater system.

- (E) Treated effluent disposal. For treated wastewater which meets water quality requirements as set forth in the city's reclaimed water permit and is delivered directly to the final effluent pumping station at the city's wastewater treatment plant by means other than the city's collection system, the following monthly rates shall be assessed:

## EXHIBIT A

Base fee	\$75.00
Usage rate	\$0.44 per 1,000 gallons delivered
Surcharge fee	For treated wastewater delivered to the city's plant that exceeds a biochemical oxygen demand (BOD) of 30 mg/l and/or a total suspended solids (TSS) of 250 mg/l, a surcharge shall be made and calculated according to the following formula. This charge shall be in addition to the base fee and usage rate.

$$\text{Surcharge} = [0.9347 (\text{BOD} - 30) + 0.48 (\text{TSS} - 250)] \times 8.34 \times \text{Volume (million gallons)}$$

If TSS is less than 250, use 250.

If BOD is less than 30, use 30.

(c) *Industrial waste charge (surcharge)*. For wastewater which exceeds normal domestic sewage concentrations of 275 mg/l BOD, 250 mg/l total suspended solids, or 800 mg/l COD, a surcharge (additional charge) shall be made and calculated according to one of the following formulas. This charge shall be in addition to the basic rate as described in this section.

(1) *Formula A*: When the chemical oxygen demand (COD) in mg/l is greater than 2.9 times the biochemical oxygen demand (BOD) in mg/l, the surcharge shall be based on the following formula, formula A:

$$\text{Surcharge (\$)} = [\$0.023 (\text{COD} - 800) + \$0.048 (\text{TSS} - 250)] \times V \times 8.34$$

Note: If COD is less than 800, use 800.

(2) *Formula B*: When the chemical oxygen demand (COD) in mg/l is equal to or less than 2.9 times the biochemical oxygen demand (BOD) in mg/l, the surcharge shall be based on the following formula, formula B:

$$\text{Surcharge (\$)} = [\$0.065 (\text{BOD} - 275) + \$0.048 (\text{TSS} - 250)] \times V \times 8.34$$

Note: If BOD is less than 275, use 275.

Note: If TSS is less than 250, use 250 in both of above formulas.

V in above formulas = Volume of water in million gallons.

(Ord. No. 2019-134 , § 1, 10-15-19; Ord. No. 2023-065 , § 1, 6-20-23)

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Jeremy Miller, Assistant Director of Operations, Operations

Meeting Date: August 19, 2024

Item type: Regular Item

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## **Caption:**

First reading and public hearing of an ordinance amending Appendix A, Article A8.000, Subsection A8.019 Landfill Charges (Presentation made by Operations Director Patrick Frerich)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

The San Angelo Landfill is currently leased and operated by Republic Waste Services of Texas, LTD. The Landfill Agreement between the City and Republic Services specifies the landfill charges that are listed in this ordinance. Per the Landfill Agreement, the charges are increased by 2.75% each October 1st until the expiration of the Landfill Agreement which is a life-of-site term.

The current ordinance lists the rates for the first ten years of the contract term. The rate table will expire September 30, 2024. The proposed amendment will provide a new table that shows the landfill-related rates for the next eight years. The annual rate, as shown in the proposed table, adjusts by 2.75% each year as-per the Landfill Agreement. This amendment will not change the current fee structure of the contract and will allow more transparency by listing the fees listed for the next eight years.

## **Funding Source(s):**

## **Financial Impact:**

The Landfill Charges are increased by 2.75% each October 1st per the Landfill Agreement.

## **Other Information/Recommendation:**

Staff recommends adopting the proposed ordinance for Appendix A, Article A8.00 Subsection A8.019.

## **Attachments:**

1. Ordinance Amending A8.019 Landfill Charges [\[http://v/Ordinance Amending A8.019 Land\].pdf](#)
2. Exhibit A [Landfill Ordinance Rates.xlsx.xlsx](#)

## **Presentation:**

Patrick Frerich

**Approvals/Reviews:**

Jeremy Miller

Pete Madrid Jr.

Patrick Frerich

Shane Kelton

Theresa James

Tina Dierschke

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

**AN ORDINANCE AMENDING APPENDIX A, ARTICLE A8.000 OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, BY DELETING AND REPLACING SECTION A8.019 “LANDFILL CHARGES”, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE**

**BE IT ORDAINED BY THE CITY OF SAN ANGELO:**

**1) THAT**, Appendix A, Article A8.000, Section A8.019, “Landfill charges” of the City of San Angelo Code of Ordinances is hereby deleted and replaced as set out in Exhibit A to this ordinance.

**2) 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.

**3) THAT**, this Ordinance shall be effective on, from and after the 1st day of October 2024.

INTRODUCED on the 19 the day of August, 2024 with public hearing, and finally PASSED, APPROVED and ADOPTED on this the 3<sup>rd</sup> day of September, 2024.

CITY OF SAN ANGELO

ATTEST:

\_\_\_\_\_  
Brenda Gunter, Mayor

\_\_\_\_\_  
Heather Stastny, City Clerk

Approved as to Form:

\_\_\_\_\_  
Theresa James, City Attorney

Sec. A8.019 Landfill charges

LANDFILL TIPPING FEES							
	Municipal Tipping Fee	County Tipping Fee	Area Tipping Fee	Municipal Host Fee	County Host Fee	Area Host Fee	Trust Payment Factor
	(per ton)	(per ton)	(per ton)	(per ton)	(per ton)	(per ton)	(per ton)
10/1/24 - 09/30/25	\$46.56	\$49.84	\$53.12	\$2.96	\$3.19	\$3.41	\$1.38
10/1/25 - 09/30/26	\$47.84	\$51.21	\$54.58	\$3.04	\$3.28	\$3.50	\$1.42
10/1/26 - 09/30/27	\$49.16	\$52.62	\$56.08	\$3.13	\$3.37	\$3.60	\$1.46
10/1/27 - 09/30/28	\$50.51	\$54.07	\$57.62	\$3.21	\$3.46	\$3.70	\$1.50
10/1/28 - 09/30/29	\$51.90	\$55.55	\$59.21	\$3.30	\$3.56	\$3.80	\$1.54
10/1/29 - 09/30/30	\$53.32	\$57.08	\$60.84	\$3.39	\$3.65	\$3.91	\$1.58
10/1/30 - 09/30/31	\$54.79	\$58.65	\$62.51	\$3.48	\$3.75	\$4.01	\$1.62
10/1/31 - 09/30/32	\$56.30	\$60.26	\$64.23	\$3.58	\$3.86	\$4.12	\$1.67

TIRE TIPPING FEES								
	Municipal Tipping Fee	Municipal Tipping Fee	Municipal Tipping Fee	Municipal Tipping Fee	County/Area Tipping Fee	County/Area Tipping Fee	County/Area Tipping Fee	County/Area Tipping Fee
	(Small Tire)	(Truck Tires)	(Off-Road Tires)	(Tires on Rims)	(Small Tire)	(Truck Tire)	(Off-Road Tires)	(Tires on Rims)
10/1/24 - 09/30/25	\$5.25	\$10.49	\$27.54	\$28.86	\$7.87	\$13.12	\$39.35	\$32.79
10/1/25 - 09/30/26	\$5.39	\$10.78	\$28.30	\$29.65	\$8.09	\$13.48	\$40.43	\$33.69
10/1/26 - 09/30/27	\$5.54	\$11.07	\$29.08	\$30.47	\$8.31	\$13.85	\$41.54	\$34.62
10/1/27 - 09/30/28	\$5.70	\$11.38	\$29.88	\$31.31	\$8.54	\$14.23	\$42.69	\$35.57
10/1/28 - 09/30/29	\$5.85	\$11.69	\$30.70	\$32.17	\$8.77	\$14.62	\$43.86	\$36.55
10/1/29 - 09/30/30	\$6.01	\$12.01	\$31.54	\$33.05	\$9.01	\$15.03	\$45.07	\$37.55
10/1/30 - 09/30/31	\$6.18	\$12.34	\$32.41	\$33.96	\$9.26	\$15.44	\$46.31	\$38.59
10/1/31 - 09/30/32	\$6.35	\$12.68	\$33.30	\$34.90	\$9.52	\$15.86	\$47.58	\$39.65

OTHER TIPPING FEES									
		10/1/24 - 09/30/25	10/1/25 - 09/30/26	10/1/26 - 09/30/27	10/1/27 - 09/30/28	10/1/28 - 09/30/29	10/1/29 - 09/30/30	10/1/30 - 09/30/31	10/1/31 - 09/30/32
Brush (per ton)	Municipal tipping fee	\$46.56	\$47.84	\$49.16	\$50.51	\$51.90	\$53.32	\$54.79	\$56.30
	County tipping fee	\$49.84	\$51.21	\$52.62	\$54.07	\$55.55	\$57.08	\$58.65	\$60.26
	Area tipping fee	\$53.12	\$54.58	\$56.08	\$57.62	\$59.21	\$60.84	\$62.51	\$64.23
Class II special waste (per ton)	Municipal tipping fee	\$56.07	\$57.61	\$59.20	\$60.82	\$62.50	\$64.22	\$65.98	\$67.80
	County tipping fee	\$59.35	\$60.98	\$62.66	\$64.38	\$66.15	\$67.97	\$69.84	\$71.76
	Area tipping fee	\$59.35	\$60.98	\$62.66	\$64.38	\$66.15	\$67.97	\$69.84	\$71.76
Liquids (per gallon)	Municipal tipping fee	\$0.41	\$0.42	\$0.43	\$0.44	\$0.46	\$0.47	\$0.48	\$0.50
	County tipping fee	\$0.46	\$0.47	\$0.49	\$0.50	\$0.51	\$0.53	\$0.54	\$0.56
	Area tipping fee	\$0.46	\$0.47	\$0.49	\$0.50	\$0.51	\$0.53	\$0.54	\$0.56
Asbestos-non-friable (per yard)	Municipal tipping fee	\$48.53	\$49.86	\$51.24	\$52.64	\$54.09	\$55.58	\$57.11	\$58.68
	County tipping fee	\$65.45	\$67.25	\$69.10	\$71.00	\$72.95	\$74.96	\$77.02	\$79.14
	Area tipping fee	\$65.45	\$67.25	\$69.10	\$71.00	\$72.95	\$74.96	\$77.02	\$79.14
Animal waste-paunch recycled (per yard)	Municipal tipping fee	\$6.62	\$6.80	\$6.99	\$7.18	\$7.38	\$7.58	\$7.79	\$8.00
	County tipping fee	\$9.97	\$10.24	\$10.53	\$10.82	\$11.11	\$11.42	\$11.73	\$12.06
	Area tipping fee	\$9.97	\$10.24	\$10.53	\$10.82	\$11.11	\$11.42	\$11.73	\$12.06
White goods/appliances-freon removed (each)	Municipal tipping fee	\$9.18	\$9.43	\$9.69	\$9.96	\$10.23	\$10.51	\$10.80	\$11.10
	County tipping fee	\$13.12	\$13.48	\$13.85	\$14.23	\$14.62	\$15.03	\$15.44	\$15.86
	Area tipping fee	\$13.12	\$13.48	\$13.85	\$14.23	\$14.62	\$15.03	\$15.44	\$15.86
White goods/appliances-with freon (each)	Municipal tipping fee	\$26.23	\$26.95	\$27.69	\$28.45	\$29.24	\$30.04	\$30.87	\$31.72
	County tipping fee	\$32.79	\$33.69	\$34.62	\$35.57	\$36.55	\$37.55	\$38.59	\$39.65
	Area tipping fee	\$32.79	\$33.69	\$34.62	\$35.57	\$36.55	\$37.55	\$38.59	\$39.65
Untarped/unsecured load fees		\$13.12	\$13.48	\$13.85	\$14.23	\$14.62	\$15.03	\$15.44	\$15.86

\*\*All tipping fees subject to one-half ton minimum fee (0 lbs-1,000 lbs = 1/2 of 1 ton tipping fee; over 1,000 lbs-2,000 lbs = 1 ton tipping fee). Fee over 1 ton will be prorated.

HOST FEES FOR OTHER TIPPING FEES									
		10/1/24 - 09/30/25	10/1/25 - 09/30/26	10/1/26 - 09/30/27	10/1/27 - 09/30/28	10/1/28 - 09/30/29	10/1/29 - 09/30/30	10/1/30 - 09/30/31	10/1/31 - 09/30/32
Class II special waste (per ton)	Municipal host fee	\$1.69	\$1.74	\$1.78	\$1.83	\$1.88	\$1.94	\$1.99	\$2.04
	County host fee	\$1.73	\$1.78	\$1.83	\$1.88	\$1.93	\$1.98	\$2.04	\$2.09
	Area host fee	\$1.73	\$1.78	\$1.83	\$1.88	\$1.93	\$1.98	\$2.04	\$2.09
Liquids (per gallon)	Municipal host fee	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
	County host fee	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
	Area host fee	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Asbestos-non-friable (per yard)	Municipal host fee	\$2.82	\$2.90	\$2.98	\$3.06	\$3.14	\$3.23	\$3.32	\$3.41
	County host fee	\$2.95	\$3.03	\$3.11	\$3.20	\$3.29	\$3.38	\$3.47	\$3.57
	Area host fee	\$2.95	\$3.03	\$3.11	\$3.20	\$3.29	\$3.38	\$3.47	\$3.57
Animal waste-paunch recycled (per yard)	Municipal host fee	\$0.42	\$0.43	\$0.44	\$0.46	\$0.47	\$0.48	\$0.49	\$0.51
	County host fee	\$0.47	\$0.48	\$0.50	\$0.51	\$0.52	\$0.54	\$0.55	\$0.57
	Area host fee	\$0.47	\$0.48	\$0.50	\$0.51	\$0.52	\$0.54	\$0.55	\$0.57
Untarped/unsecured load fees		\$13.12	\$13.48	\$13.85	\$14.23	\$14.62	\$15.03	\$15.44	\$15.86

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Jeremy Miller, Assistant Director of Operations, Public Works

Meeting Date: August 19, 2024

Item type: Regular Item

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## **Caption:**

First reading and public hearing of an ordinance amending Appendix A, Article A8.000, Subsection A8.021 Municipal Drainage Utility System Fees (Presentation made by Operations Director Patrick Frerich)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

The proposed amendment will modify City Ordinance to establish Municipal Drainage Utility (stormwater) billing rates.

During the Fiscal Year 2023-2024 Enterprise Budget meetings held August 14, 2023, City Council expressed a desire to find a way to accomplish a necessary rate increase with the least impact on customers as possible. Staff determined that a 4% increase to the stormwater fees would offset the increased cost of operations and maintenance for the stormwater fund. The one-time increase that was approved on September 2023 has proven to be beneficial in combating the rising costs of materials and supplies. The rates, established for Fiscal Year 2024, will expire on September 30, 2024. Staff recommends adopting a fee schedule with no change to the existing rates.

Upon approval, the Municipal Drainage Utility rates will become effective on, from, and thereafter October 1, 2024.

## **Funding Source(s):**

## **Financial Impact:**

There is no change to the proposed fee schedule from Fiscal Year 2024.

## **Other Information/Recommendation:**

Staff recommends the ordinance amendment be adopted and become effective October 1, 2024.

## **Attachments:**

1. Ordinance Amending A8.021 Municipal drainage fees      Ordinance Amending A8.021 Municipal drainage fees.docx

**Presentation:**

Shane Kelton

**Approvals/Reviews:**

Jeremy Miller

Pete Madrid Jr.

Patrick Frerich

Shane Kelton

Theresa James

Tina Dierschke

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

**AN ORDINANCE AMENDING APPENDIX A, ARTICLE A8.000 OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, AMENDING SECTION A8.021 “MUNICIPAL DRAINAGE UTILITY SYSTEM FEES”, BY DELETING AND REPLACING SECTION A8.021(B)(2); PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE**

**BE IT ORDAINED BY THE CITY OF SAN ANGELO:**

1) **THAT**, Appendix A, Article A8.000, Section A8.021(b)(2), of the City of San Angelo Code of Ordinances is hereby deleted and replaced as set out below.

(2) The stormwater drainage utility fee shall be established according to the following schedule on a monthly basis:

<b>Property Type</b>	<b>Impervious Area (sq., ft.)</b>	<b>Monthly Rate</b>
<b>Residential</b>		
Tier 1	≤ 1,000	\$2.08
Tier 2	1,001-2,000	\$3.12
Tier 3	2,001-3,000	\$4.16
Tier 4	> 3,000	\$5.20
<b>Non-Residential</b>		
Tier 1	≤ 5,000	\$7.80
Tier 2	5,001-15,000	\$15.60
Tier 3	15,001-50,000	\$31.20
Tier 4	50,001-150,000	\$104.00
Tier 5	150,001-500,000	\$312.00
Tier 6	> 500,000	\$520.00

2) **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.

3) **THAT**, this Ordinance shall be effective on, from and after the 1st day of October 2024.

INTRODUCED on the 19th day of August, 2024 with public hearing, and finally PASSED, APPROVED and ADOPTED on this the 3<sup>rd</sup> day of September, 2024.

CITY OF SAN ANGELO

ATTEST:

\_\_\_\_\_  
Brenda Gunter, Mayor

\_\_\_\_\_  
Heather Stastny, City Clerk

Approved as to Form:

\_\_\_\_\_  
Theresa James, City Attorney

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: August 19, 2024

Item type: Regular Item

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## **Caption:**

First reading and public hearing of an ordinance amending PD02-01, a request to allow structures to be built within 50-ft. of Ben Ficklin Ave., located at 1326 The Crossing Ave., with a base zoning of Office Warehouse (Presentation made by Planning and Development Services Director Aaron Vannoy)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

The original Planned Development (PD 02-01) established a 75' no-build buffer and no access along the Ben Ficklin Rd side of the property. This area was designed to slow the storm water runoff from undeveloped land. The seller and City have made this request in the possibility of placing a new fire station at the address. The project will trigger other development processes such as a drainage study, site improvements and proper landscaping for site buffering and storm water drainage features. The underlying zoning allows for safety facilities like fire stations, but the no-build buffer zone and the no access does not allow for enough room on the lot with access only from Loop 306 or The Crossings. The Planning Commission recommends by a vote of 5-0 to approve, and the City Staff recommends approval.

## **Funding Source(s):**

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

- |  |  |
|--|--|
| 1. Ordinance Amendment PD02-01         | Ordinance Amendment PD02-01 .docx        |
| 2. The Crossings, Lot 1, Block 1, Sec] | The Crossings, Lot 1, Block 1, Sec].docx |

## **Presentation:**

Aaron Vannoy

**Approvals/Reviews:**

Sherry Bailey

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT “A” OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY **AMENDING PD02-01** THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 2.973 ACRES LOCATED AT 1326 THE CROSSING AVENUE**; PLANNED DEVELOPMENT (PD) ZONING DISTRICT WITH AN UNDERLYING BASE ZONING OF OFFICE WAREHOUSE (OW) PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD02-01: AMENDED: 1326 THE CROSSINGS AVENUE (AREA ONE)

WHEREAS, on the 15th day of July, 2024, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance, and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to APPROVE the proposed Amendment to Planned Development (PD02-01) Zoning District to allow for an underlying base zoning of Office Warehouse (OW); subject to the development standards as outlined in the Ordinance, and,

WHEREAS, on the 19<sup>th</sup> day of August 2024, City Council held a public hearing on PD02-01 Amended pursuant to published notice, and has considered the application, comments, reports, and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit “A” of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned PLANNED DEVELOPMENT AMENDED (PD02-01) ZONING DISTRICT:

**The real property is generally located at 1326 THE CROSSINGS AVENUE, being approximately 2.973 acres, 1st Replat of Lot 4, Block 1, Section Three, The Crossings as per plat recorded in Plat Cabinet F, Slide 101, Plat Cabinet Records City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance.**

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

SECTION 3: The use of the hereinabove described property shall be subject to all applicable regulations contained in **Exhibit “B”** of this Ordinance (“**Applicable Regulations**”), and Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

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

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

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

INTRODUCED on the **19th day of August, 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **3<sup>rd</sup> day of September, 2024**.

THE CITY OF SAN ANGELO

\_\_\_\_\_  
Brenda Gunter, Mayor

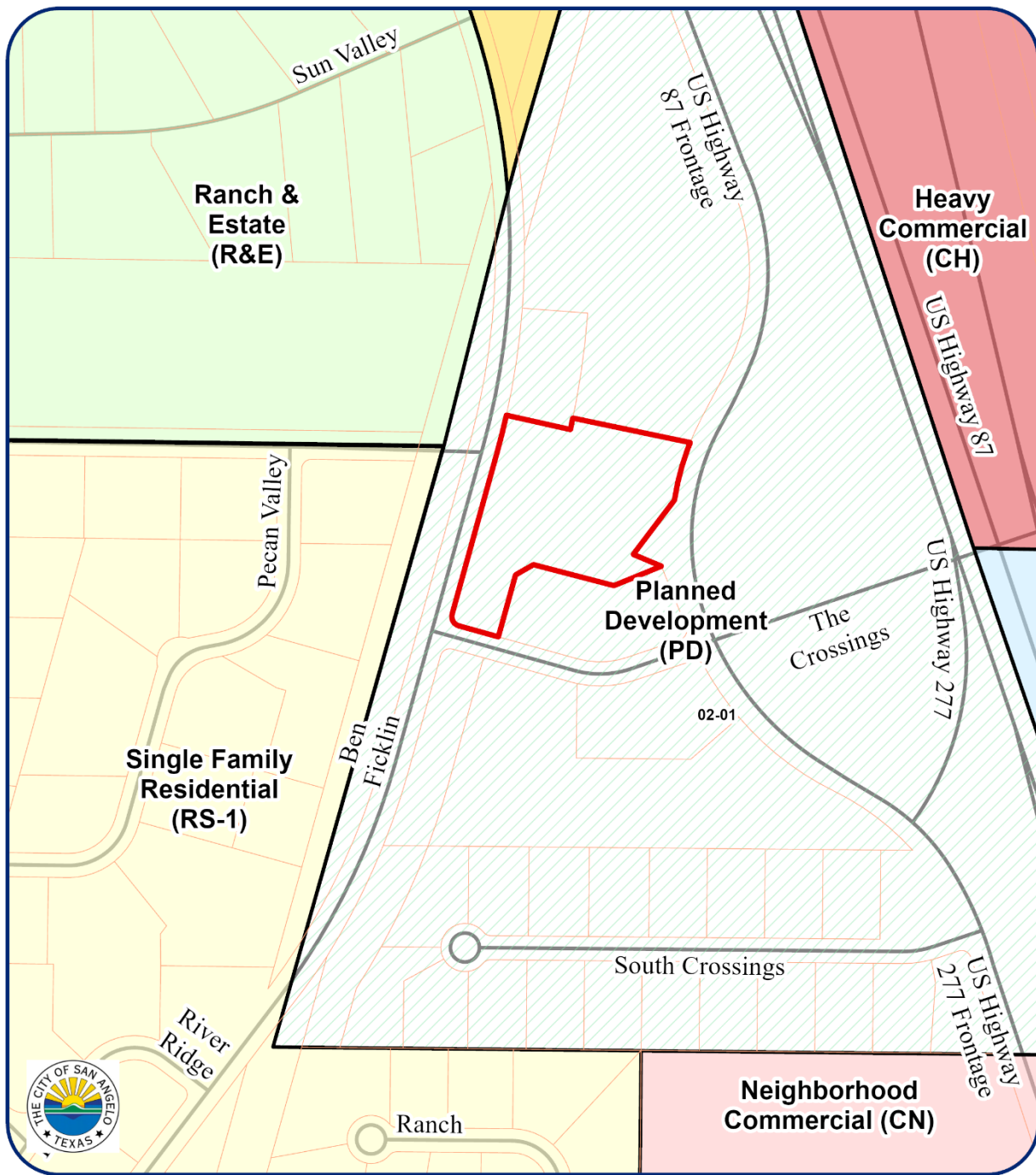
ATTEST:

\_\_\_\_\_  
Heather Stastny, City Clerk


APPROVED AS TO FORM:


\_\_\_\_\_  
Theresa James, City Attorney


Exhibit "A" SAFD Site



**Zoning Map**  
**PD02-01 1326 The Crossing Ave**  
Council District: #1 Tommy Hiebert  
Neighborhood: Country Club  
Scale: 0 0.00.03 0.05 0.08 0.1 Miles

Subject Properties: 





**Exhibit "B"**  
**Applicable Regulations**

The underlying zoning of PD02-01 Amendment shall be Office Warehouse (OW) with allowed uses including:

1. SAFD Fire Station Site for Area 1.
2. That a buffer zone shall exist on land identified as Area A on the enclosed graphic concept plan, said buffer zone extending for 50 feet from the east line of right-of-way for Ben Ficklin Road facing the east.
3. The Fire Station site will have to provide a landscape plan for the area along with a parking plan as part of their site plan review at the beginning of construction review.
4. The station will be responsible for entrance and exit plans and improvements that meet the 50 foot buffer area that was an amendment of the original ordinance and two entrances from Ben Ficklin will be allowed.
5. They will also be required to provide a drainage plan as part of their construction plans. The original plat for this area required a drainage plan and this site will have to comply with any overlapping drainage issues and facilities. This area is subject to flooding along the roadways and Fire Stations plan will have to incorporate and address solutions on an area wide basis.

City ordinance states a drainage study shall be submitted if the impervious area changes by 5% and development\* of a site exceeds 1 acre. [**Stormwater Ordinance, Sec 12.05.001; Stormwater Design Manual, Sec 2.13**] If public improvements are deemed necessary by this study, submit construction plan and profile sheets for approval. [**Stormwater Ordinance, Sec 12.05.001; Stormwater Design Manual, Sec 2.13**]

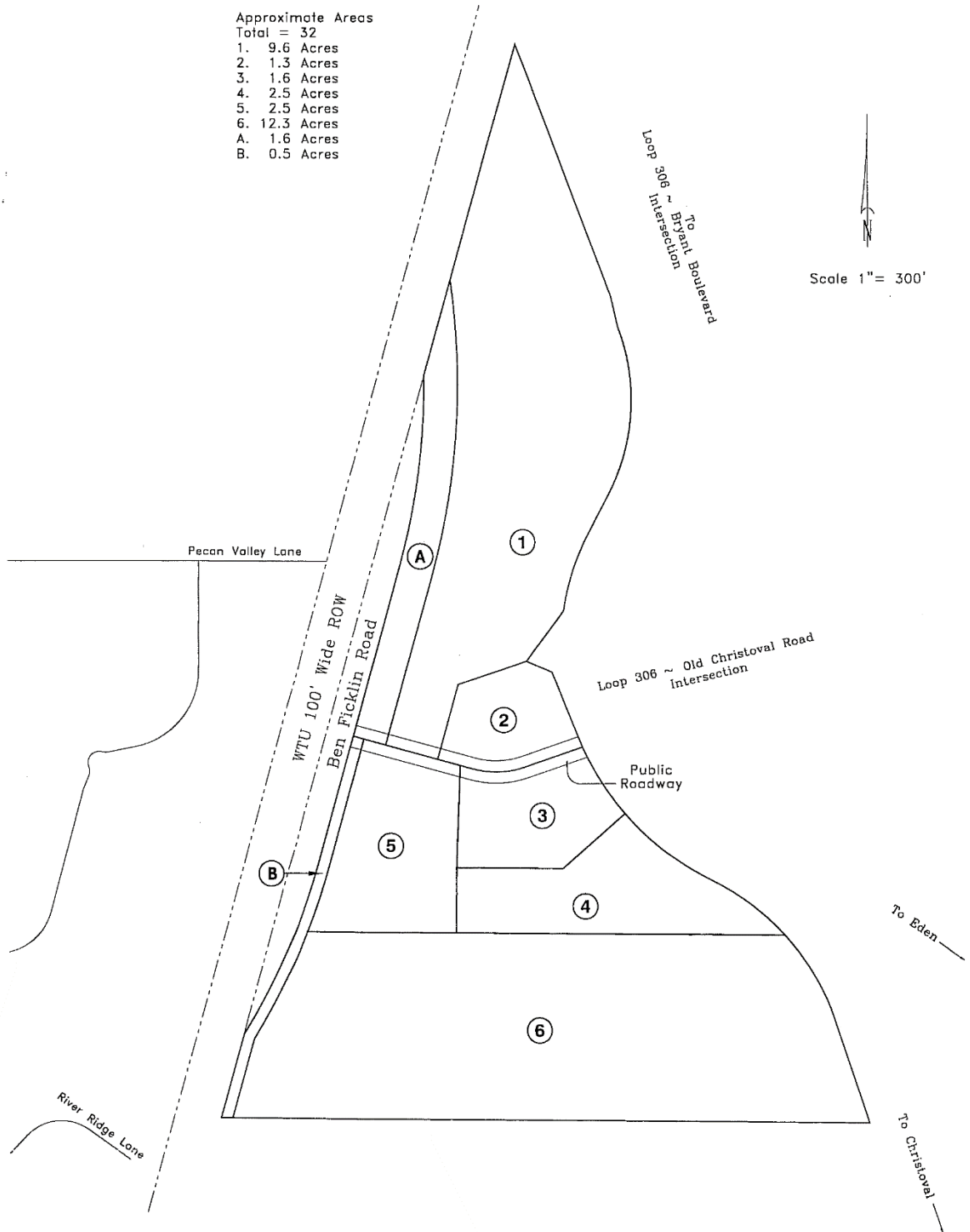
*Note: \*development is defined in ordinance as "Any man-made change to improved or unimproved real estate, including, but not limited to, adding buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, clearing, or removing vegetative cover."*

6. All driving areas and parking area lighting as well as site lighting will have to be shielded and light escaping past the property boundaries is prohibited.
7. A signage plan will need to be submitted to Development Services for review and permitting including directional signing and site identification signs.
8. No unsecured exterior outdoor storage will be allowed along Ben Ficklin Road, or within the 50-foot buffer area.

# Exhibit "B"

## Concept Plan for PD02-01

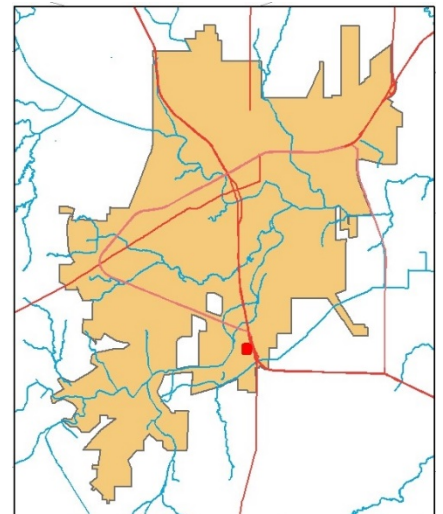
- Approximate Areas  
 Total = 32  
 1. 9.6 Acres  
 2. 1.3 Acres  
 3. 1.6 Acres  
 4. 2.5 Acres  
 5. 2.5 Acres  
 6. 12.3 Acres  
 A. 1.6 Acres  
 B. 0.5 Acres





## PLANNING COMMISSION –July 15, 2024 STAFF REPORT

<b>APPLICATION TYPE:</b>		<b>CASE:</b>	
Amendment to PD02-01		Amendment to Planned Development zoning PD02-01 to add Fire Station as an allowed use	
<b>SYNOPSIS:</b>			
This is an application to add the use of Safety Services in this case a Fire Station to the allowed uses for a Planned Development zoning on this property.			
<b>LOCATION:</b>		<b>LEGAL DESCRIPTION:</b>	
1326 The Crossings Avenue, generally located at the intersection of Ben Ficklin Road and The Crossings Avenue		Being 2.973 acres 1 <sup>st</sup> Replat of 4, Block 1, Section Three, The Crossings as per plat recorded in Plat Cabinet F, Slide 101, Plat Cabinet Records, Tom Green County, Texas.	
<b>SM DISTRICT / NEIGHBORHOOD:</b>		<b>ZONING:</b>	<b>FUTURE LAND USE:</b>
SMD District #1 – Tommy Hiebert Country Club Neighborhood		PD 02-01 Amend. Office Warehouse underlying Commercial	Commercial
<b>THOROUGHFARE PLAN:</b>		<b>SIZE:</b>	
<p><b>Ben Ficklin Road</b> – Urban Minor Collector Street, 60’ min. ROW Required (60’ Existing), 50’ min. Pavement Required (24’ Existing)</p> <p><b>The Crossings Avenue</b> – Urban Local Street, 50’ min. ROW Required (50’ Existing), 40’ min. Pavement Required (40’ Existing)</p> <p><b>South US Highway 87 Frontage Road</b> – State Maintained Highway</p>		2.973 acres	
<b>NOTIFICATIONS:</b>			
8 notices sent June 27, 2024 One phone call-opposed			
<b>STAFF RECOMMENDATION:</b>			
Staff recommends <b>APPROVAL</b> of the Amendment to the Planned Development Zoning PD02-01 to add the allowed use of a Fire Station with five conditions.			
<b>PROPERTY OWNER/PETITIONER:</b>			
<p><i>Property Owner(s):</i> Lukarh Investments, LLC</p> <p><i>Representative:</i> Russell Gully, SKG Engineering</p>			
<b>STAFF CONTACT:</b>			
<p>Sherry Bailey Principal Planner (325) 657-4210, Ext. 1546 <a href="mailto:sherry.bailey@cosatx.us">sherry.bailey@cosatx.us</a></p>			



**Planned Development District:**

Purpose: The ordinance provides for the following five purposes under the Planned Development District.

- 1.To allow diversification of uses, structures, and open spaces and to promote flexibility of design in a manner compatible with existing and allowed uses of land on adjacent properties.
- 2.To preserve the natural amenities and environmental assets of the land by encouraging the preservation and improvement of open space.
- 3.To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services.
- 4.To promote the efficient use of land to facilitate a more economic arrangement of buildings, uses of land and utilities.
- 5.To promote the development of vacant property within the presently developed urban area.

The construction of a Fire Station on this site fits within the purpose statements for this area. It is a missing service in this developed area that is continuing to grow both commercially and residentially. The Planned Development Zoning will allow the city to specify requirements for the site that will facilitate the transition of the site into an area that is functioning as a buffer for the residential areas off of Ben Ficklin and the traffic on US Highway 277. This site will also provide easy access in multiple directions for the quick departure of the fire trucks when necessary.

The concept design for this station is similar to the new station at the Airport. It will have entrances off Ben Ficklin and exit lanes onto the service road. There will be a circular drive around the station with parking to the north of the station and to the south next to the State Attorney General's office building. On The Crossing. There may be 24 hour coverage at the site and personnel on site taking care of the facility and grounds. Typical fire station projects will be part of the daily routine. This station will cover a large area that presently does not have close coverage. Having that coverage will benefit the residents of the area.

The original plan adopted for this area had Area 1, where the Fire station wants to go, with a 75 foot setback from the east R-O-W line for Ben Ficklin Road. The original ordinance restricted driveway access to Ben Ficklin Road. In this case staff is asking to reduce the setback area from the 75 ft. to 50 ft. and allow two entrances for the Fire Trucks from Ben Ficklin to the site.

**Recommendation:** Staff recommends that the Planning Commission **APPROVE** the amendment to (PD02-01) with the following conditions:

1. The Fire Station site will have to provide a landscape plan for the area along with a parking plan as part of their site plan review at the beginning of construction review.
2. The station will be responsible for entrance and exit plans and improvements that meet the 50 foot buffer area that was part of the original ordinance and two entrances from Ben Ficklin will be allowed.

3. They will also be required to provide a drainage plan as part of their construction plans. The original plat for this area required a drainage plan and this site will have to comply with any overlapping drainage issues and facilities. This area is subject to flooding along the roadways and Fire Stations plan will have to incorporate and address solutions on an area wide basis.

City ordinance states a drainage study shall be submitted if the impervious area changes by 5% and development\* of a site exceeds 1 acre. **[Stormwater Ordinance, Sec 12.05.001; Stormwater Design Manual, Sec 2.13]** If public improvements are deemed necessary by this study, submit construction plan and profile sheets for approval. **[Stormwater Ordinance, Sec 12.05.001; Stormwater Design Manual, Sec 2.13]**

***Note: \*development is defined in ordinance as "Any man-made change to improved or unimproved real estate, including, but not limited to, adding buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, clearing, or removing vegetative cover."***

4. All driving areas and parking area lighting as well as site lighting will have to be shielded and light escaping past the property boundaries is prohibited.
5. A signage plan will need to be submitted to Development Services for review and permitting including directional signing and site identification signs.

**Attachments:**

Aerial Map  
Zoning Map  
Notification Map  
Existing plat  
Pictures of the site.



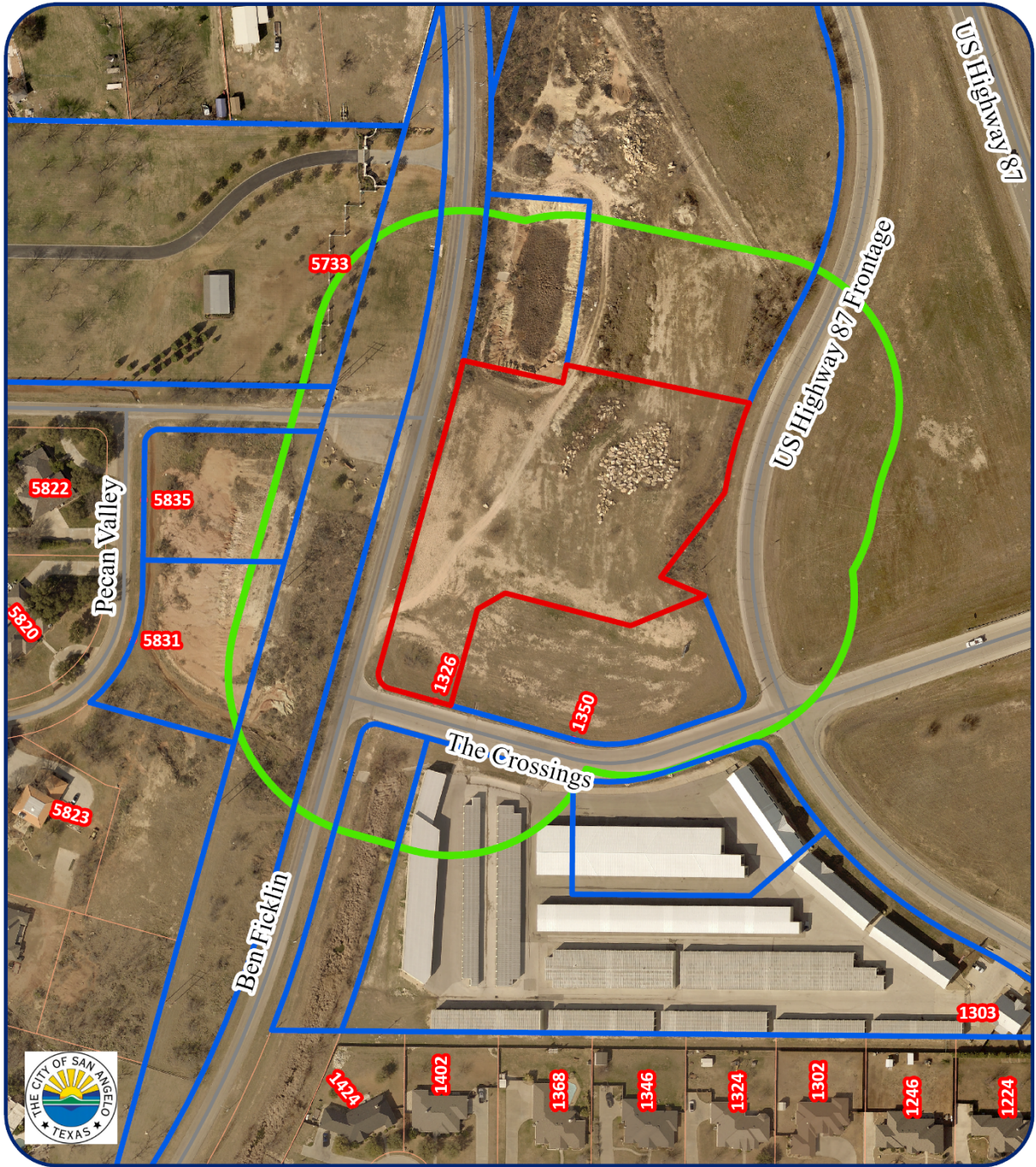
**Aerial Map**  
**PD02-01 1326 The Crossing Ave**

Council District: #1 Tommy Hiebert  
Neighborhood: Country Club

Scale: 0 0.01 0.03 0.05 0.08 0.1  
Miles

Subject Properties: 





**200' Notification Map**  
**PD02-01 1326 The Crossing Ave**

Council District: #1 Tommy Hiebert  
 Neighborhood: Country Club

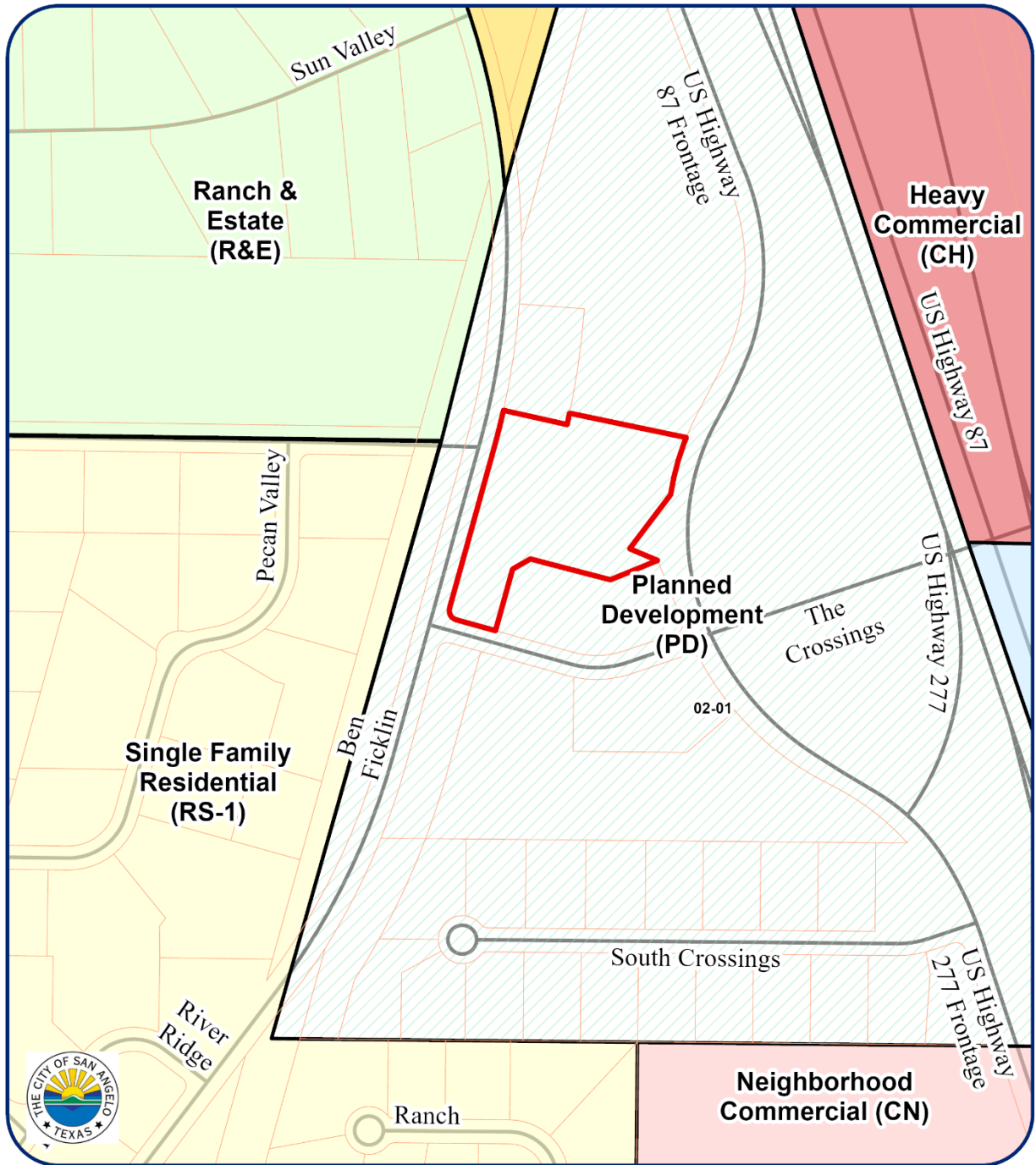
Scale: 0 0.00 0.01 0.03 0.04 0.06  
 Miles

Subject Properties: —


200' Buffer: —


Notified Properties: —

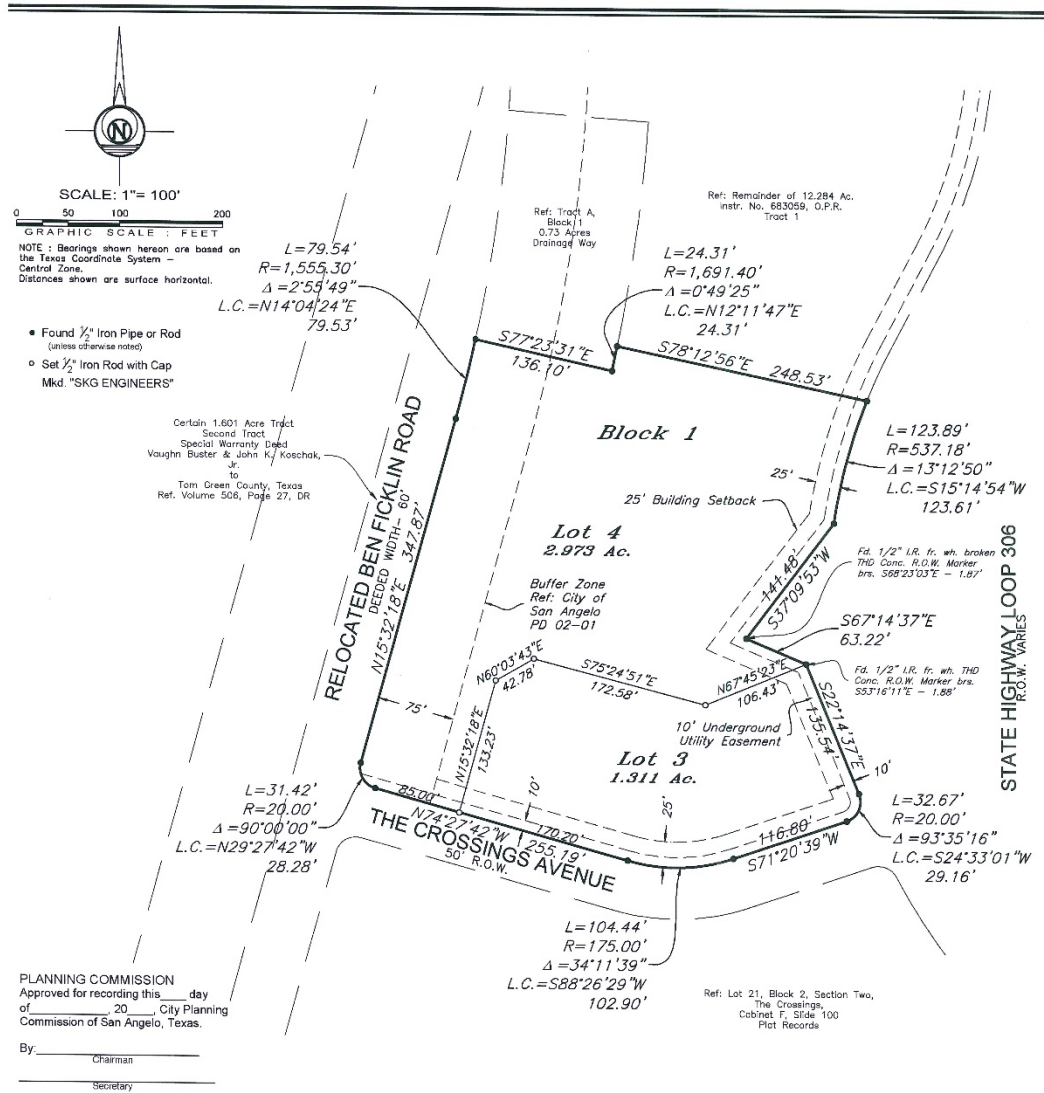




**Zoning Map**  
**PD02-01 1326 The Crossing Ave**  
Council District: #1 Tommy Hiebert  
Neighborhood: Country Club  
Scale: 0 0.01 0.03 0.05 0.08 0.1 Miles

Subject Properties: 

N  




**FIRST REPLAT OF LOT 1, BLOCK 1, SECTION THREE, THE CROSSINGS**

City of San Angelo, Tom Green County, Texas.

OWNER/DEVELOPER: Lukah Investments, L.L.C.  
 DESCRIPTION : Being 4.284 acres out of Lot 1, Block 1, Section Three, The Crossings as per plat recorded in Plat Cabinet F, Slide 101, Plat Cabinet Records, Tom Green County, Texas.

ACKNOWLEDGEMENT/DEDICATION  
 We, Lukah Investments, L.L.C., do hereby adopt this plat as the subdivision of our property and dedicate for the use of the public the easements shown hereon.

Kate Heartsill  
 Manager  
 STATE OF TEXAS  
 COUNTY OF TOM GREEN  
 This instrument was acknowledged before me on \_\_\_\_\_  
 by Kate Heartsill in the capacity shown.

Notary Public, State of Texas

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

SURVEYOR'S CERTIFICATE  
 Know all men by these presents: that I, Russell T. Gully RPLS, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that corner monuments shown hereon were properly placed, under my supervision, in accordance with the rules for land subdivision by the City Council of the City of San Angelo; and I further certify that the tract of land herein platted lies within the city limits of the City of San Angelo, Texas.

**SKG ENGINEERING, LLC**  
 SURVEYING • ENVIRONMENTAL • LAB/CMT

106 SOUTH ABE STREET  
 SAN ANGELO, TEXAS 76903  
 Firm No. 10102400  
 www.skgco.com

PHONE: 325.655.1268  
 FAX: 325.657.8188



**Pictures of the Airport Station which is the model for this site.**



**Station site, in the middle of the property.**



**Entrance off of The Crossings site where the Attorney General's Building is located. It shows the existing drainage structure carrying water from across The Crossings state property to this site where it naturally flowed.**



**The start of the Fire Station property looking from Ben Ficklin Rd. The property elevation at this point is about five feet. It narrows in height at the other end of the property.**

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: August 19, 2024

Item type: Regular Item

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## **Caption:**

First reading and public hearing on an ordinance for PD24-04 Shriner's Point, a request to rezone a property on the 1000 block of E. 40th St. from Single-Family Residential to a Planned Development with a base zoning of Single-Family Residential (Presentation made by Planning and Development Services Director Aaron Vannoy)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

First reading and public hearing on an ordinance to rezone PD24-04 Shriner's Point, a property on the 1000 block of East 40th Street from Single-family Residential (RS-1) to a Planned Development District (PD24-04) with a base zoning of RS-1. The planned development will reduce the front yard setbacks from 25' to 20' uniformly on each lot. This also allows for a rear yard setback of 15' instead of the standard 20. The floor area ratio will be at .50 instead of .40 and the corner lots which may have been considered double frontage will instead be considered single frontage with the front yards all facing the same direction and side yards being the standard 5' separation for residential. The Planning Commission vote 5-0 to recommend approval and City Staff Recommends Approval.

## **Funding Source(s):**

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                          |                               |
|----|--------------------------|-------------------------------|
| 1. | PD24-04 Staff Report     | PD24-04 Staff Report.pdf      |
| 2. | Zoning Ordinance PD24-04 | Zoning Ordinance PD24-04.docx |

## **Presentation:**

Aaron Vannoy

**Approvals/Reviews:**

Rae Lineberry

Aaron Vannoy

Brandon Dyson

Aaron Vannoy

Theresa James

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval



# STAFF REPORT - PD24-04

Planning Commission: July 15, 2024

City Council 1<sup>st</sup> reading: August 19, 2024

<b>APPLICATION TYPE:</b>		<b>CASES:</b>	
Zoning/Planned Development		PD24-04: Shriner's Point	
<b>SYNOPSIS:</b>			
A request for approval of a zone change from Single-family Residential (RS-1) to a Planned Development District (PD24-04) with a base zoning of Single-Family Residential (RS-1) to allow for a new residential subdivision with smaller setbacks and a higher floor-area ratio. These regulations are described in "Exhibit "A".			
<b>LOCATION:</b>		<b>LEGAL DESCRIPTION:</b>	
Generally located at the 1000 block of East 40 <sup>th</sup> Street		Acres: 11.185, Abst: A-7985 S-0182, Survey: JIM FARR, 11.185 ACRES Acres: 11.140, Abst: A-7985 S-0182, Survey: JIM FARR, 11.140 ACRES Shriner's Point, Section 1, Block 2, Tracts 1-6	
<b>SM DISTRICT / NEIGHBORHOOD:</b>	<b>ZONING:</b>	<b>FUTURE LAND USE:</b>	<b>SIZE:</b>
SMD #2 – Tom Thompson Lake View Neighborhood	Existing: RS-1 Proposed: PD	Neighborhood	23 acres
<b>NOTIFICATIONS:</b>			
50 notifications were mailed within a 200-foot radius on June 27, 2024. No responses have been received at time of writing.			
<b>STAFF RECOMMENDATION:</b>			
Staff recommends <b>APPROVAL</b> of a zone change from Single-family Residential (RS-1) to a Planned Development District (PD24-04) with a base zoning of Single-Family Residential (RS-1) to allow for a new residential subdivision with smaller setbacks and a higher floor-area ratio.			
<b>PROPERTY OWNER/PETITIONER:</b>			
Applicant: Wilde Engineering and Surveying, LLC			
<b>STAFF CONTACT:</b>			
Austin Reed Planner (325) 657-4210, ext 1550 <a href="mailto:austin.reed@cosatx.us">austin.reed@cosatx.us</a>			

**Additional Information:** Most of the proposed District has only been preliminary platted thus far and will follow new internal streets south from East 40<sup>th</sup>. A zoning variance (ZBA22-23) was previously approved to decrease 20 double frontage lots' side setbacks to 10 feet. Now, a PD has been determined to be the most appropriate tool for adjusting setbacks over the entire subdivision. Namely, the PD sets front yards at 20 instead of 25, rear yards at 15 instead of 20, double frontage sides at 5 feet, and increases the floor-area ratio from .4 to .5. A base zoning of RS-1 seemed to best match the intent of the development. This District will cover roughly 130 lots as currently proposed.

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 for this area is entirely "Neighborhood", so this Planned Development is consistent and compatible with that vision.
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 District will not conflict with the spirit of the Zoning Ordinance. Adjusting setbacks on corner lots is not unusual for the City, and the decreased setbacks are being diffused between the front and rear as to maintain the intent of the 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.** All surrounding land is residential in nature and most of it lies on large or vacant lots. Therefore, the proposed subdivision and Planned Development District will not have adverse effects on the land in any direction.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** This land is vacant and due to community needs, a Planned Development district would best facilitate development.
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.** The applicant will be required to closely work with Operations on things like detention ponds to ensure that there is no harmful effect on the natural environment.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** There has been a continually demonstrated community need for housing. With most lots at minimum size and with any future infill being confined to a certain vicinity, maximizing buildable area (particularly on corner lots) can help promote the development of housing.
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 property in question is well suited for the proposed District and will follow a logical and orderly pattern of development.

**Exhibit “A”: Applicable Regulations**

1. Except as otherwise specified, the development of the subject property shall generally conform to the Single-Family Residential (RS-1) Zoning District standards.
2. The following development standards shall apply:

<b>Development Standard</b>	<b>Proposed PD</b>
<b>Minimum Lot Area</b> (sq. ft.)	5,000
<b>Minimum Lot Dimensions</b> (width x depth in feet)	50x100
<b>Minimum Front Yard</b> (feet)	20
<b>Minimum Interior Side Yard</b> (feet)	5
<b>Minimum Double Frontage Side Yard</b> (ft)	5
<b>Minimum Rear Yard</b> (feet)	15
<b>Maximum Floor Area Ratio</b>	.50

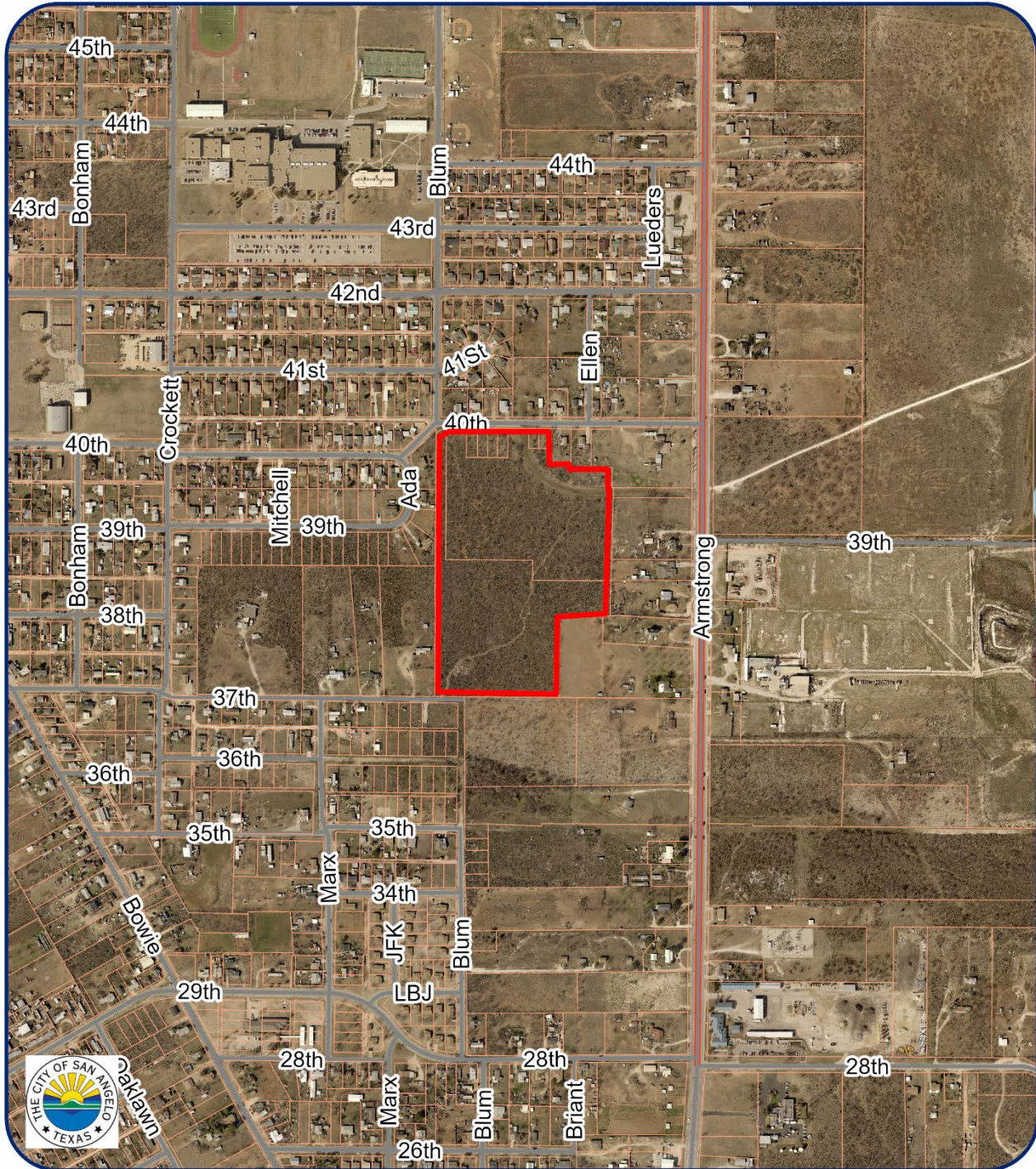
3. Applicant must closely work with the Operations Department and implement their requirements as to best promote public health and safety. This includes, but is not limited to, the installation of detention ponds.

**Recommendation:**

Staff recommends **APPROVAL** of a zone change from Single-family Residential (RS-1) to a Planned Development District (PD24-04) with a base zoning of Single-Family Residential (RS-1) to allow for a new residential subdivision with smaller setbacks and a higher floor-area, described in “Exhibit “A”: Applicable Regulations”.

**Attachments:**

- Aerial Map
- Notification Map
- Zoning Map
- Vision Plan Map
- Preliminary Plat/Concept Plan



**Aerial Map**  
**PD24-04 Shriners' Point Subdivision**

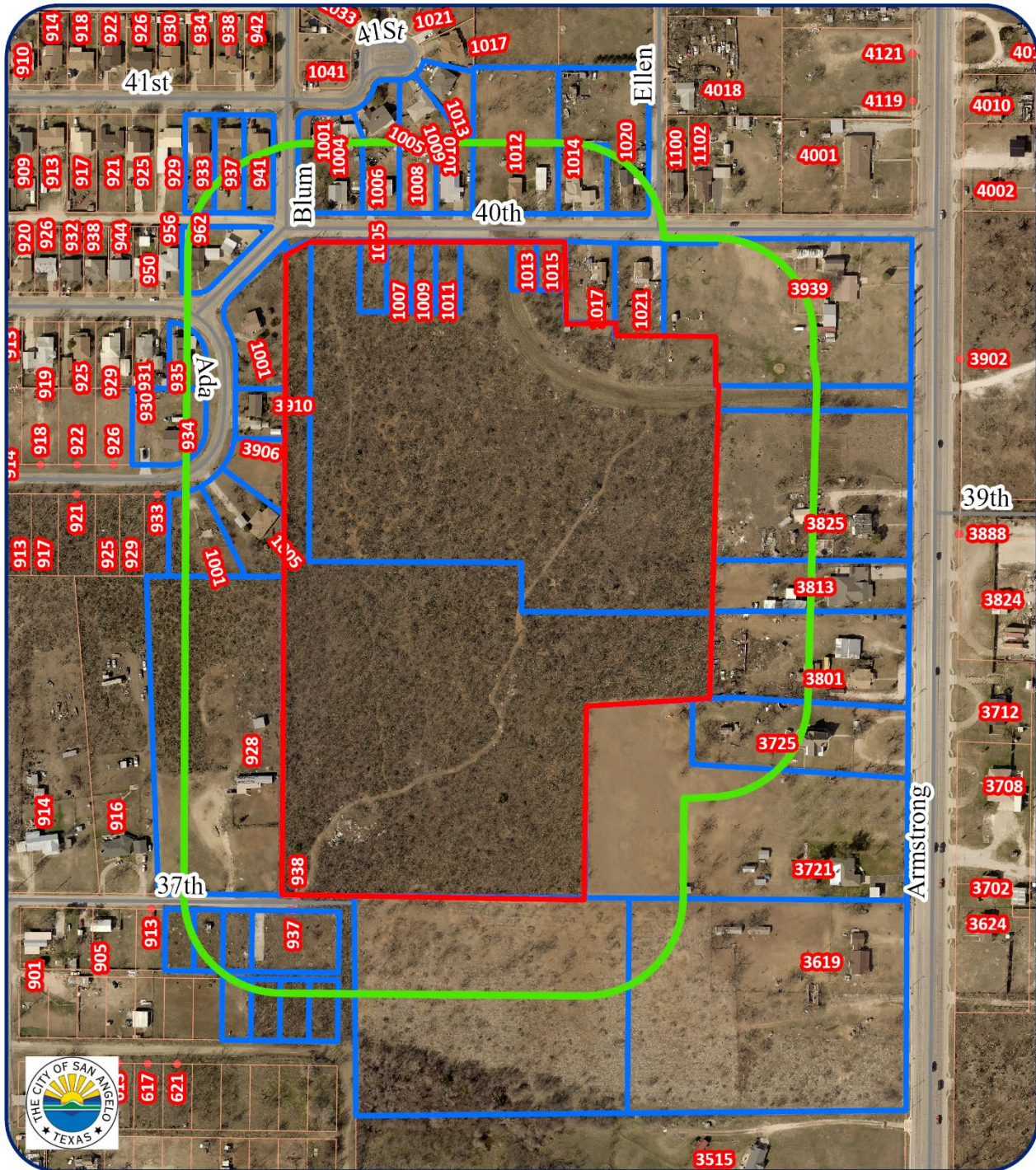
Council District: #2 Tom Thompson

Neighborhood: Lake View

Scale: 0 0.03 0.06 0.12 0.18 0.24  
Miles

Subject Properties: 





**200' Notification Map**  
**PD24-04 Shriener's Point Subdivision**

Council District: #2 Tom Thompson  
 Neighborhood: Lake View

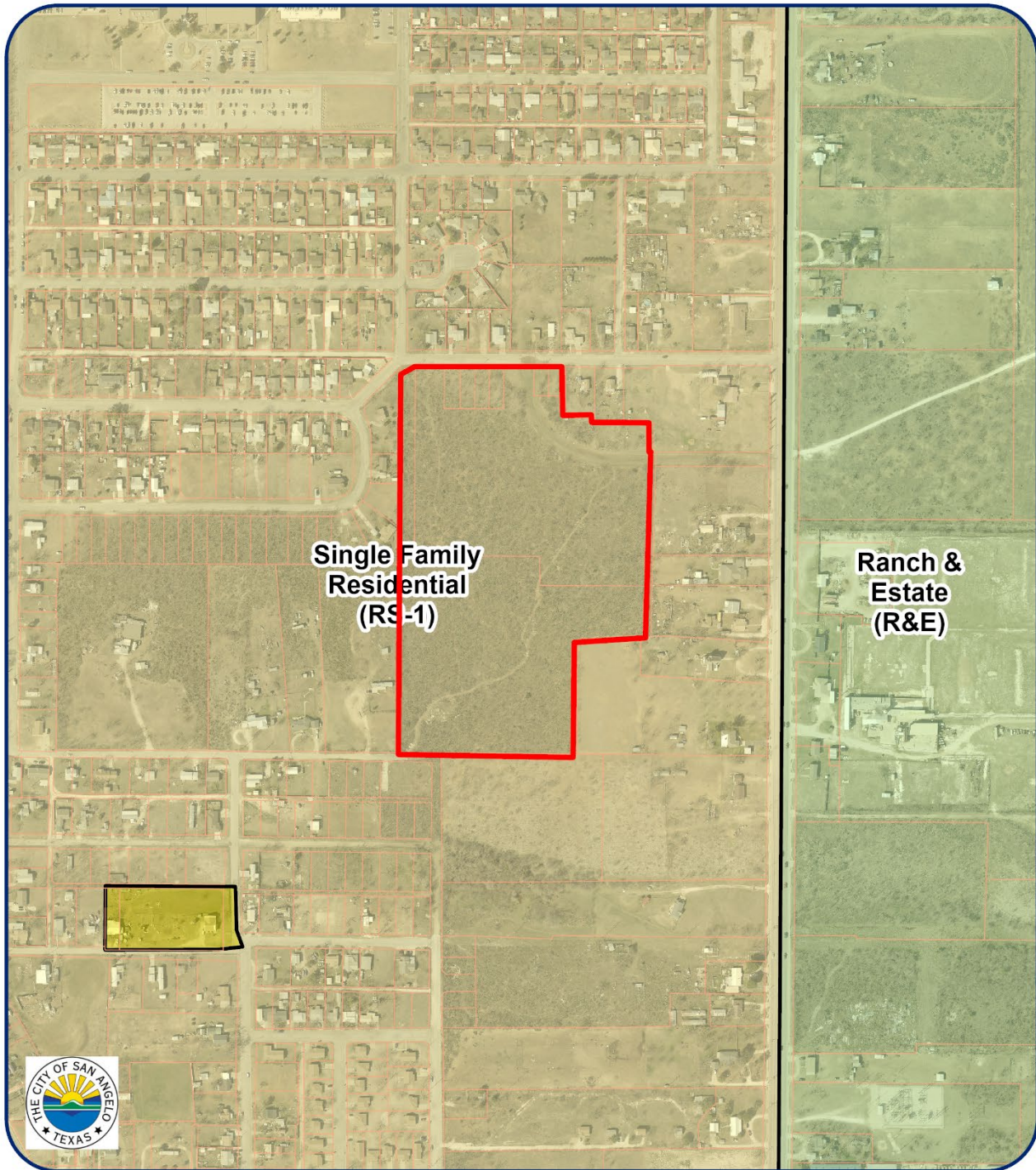
Scale: 0 0.01 0.03 0.05 0.08 0.1 Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —





**Zoning Map**  
**PD24-04 Shriver's Point Subdivision**

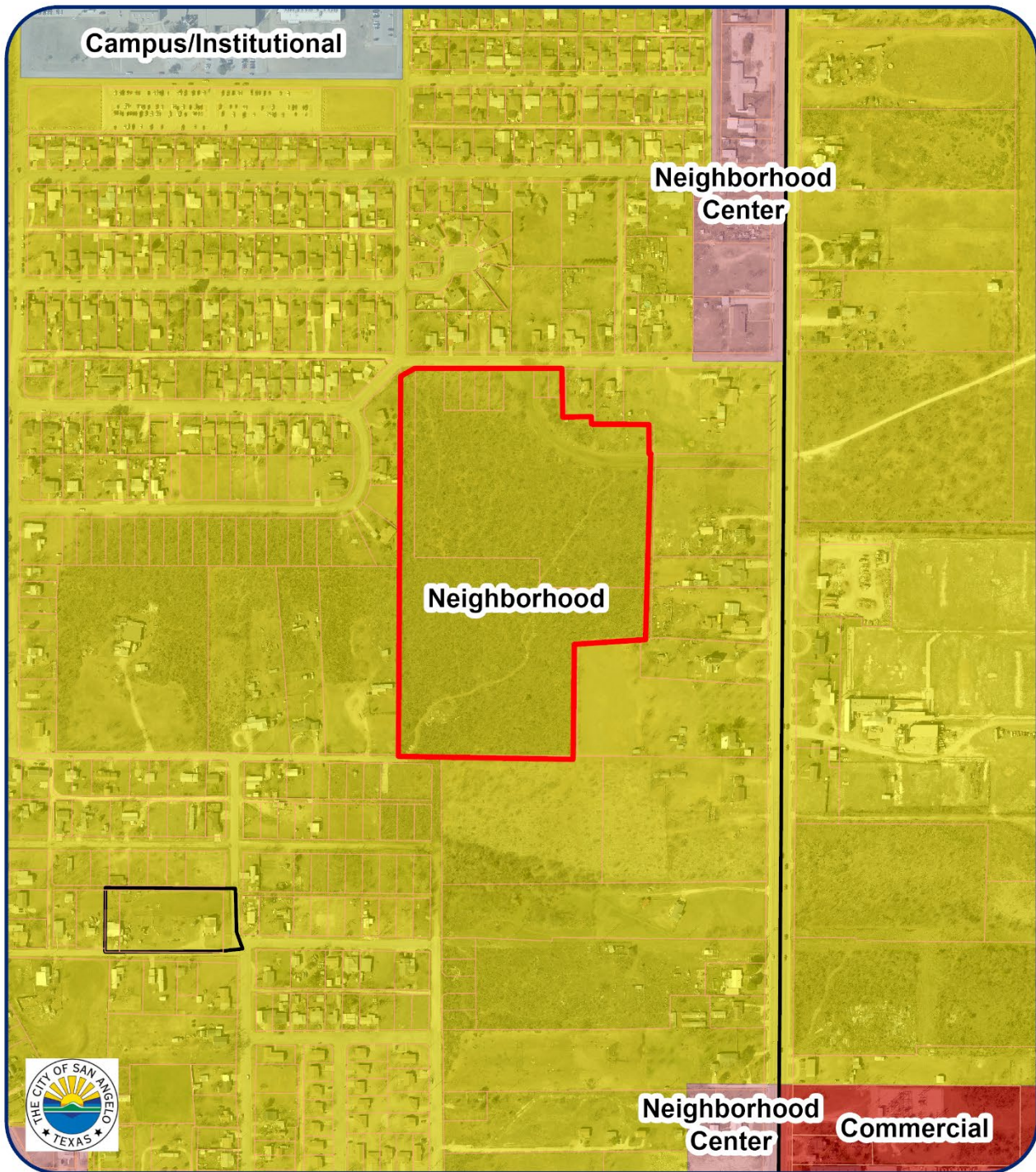
Council District: #2 Tom Thompson

Neighborhood: Lake View

Scale: 0 0.02 0.04 0.08 0.12 0.16  
Miles

Subject Properties: —





**Vision Map**  
**PD24-04 Shriver's Point Subdivision**

Council District: #2 Tom Thompson

Neighborhood: Lake View

Scale: 0 0.02 0.04 0.08 0.12 0.16  
Miles

Subject Properties: —



# SHRINER'S POINT REVISED PRELIMINARY PLAT

City of San Angelo, Tom Green County, Texas

OWNER: Mission Land Company, LLC

DESCRIPTION: Being 27,237 acres out of Washington County Railroad Company Survey 182, Abstract No. 7985, Tom Green County, Texas and being more or less of Block 1, Dallas's Way Addition, City of San Angelo, Tom Green County, Texas, according to the Plat recorded in Volume 4, Page 826 of the Plat Records of Tom Green County, Texas and very nearly as shown on Block 1 of the plat recorded in Volume 1, Page 10 of the Plat Records of Tom Green County, Texas, and recorded as Instrument 820985913 of the Official Public Records of Tom Green County, Texas.

APPROVED: [Signature]  
[Name]  
[Title]  
[Date]

Block  
1

APPROVED: [Signature]  
[Name]  
[Title]  
[Date]

APPROVED: [Signature]  
[Name]  
[Title]  
[Date]

APPROVED: [Signature]  
[Name]  
[Title]  
[Date]



APPROVED: [Signature]  
[Name]  
[Title]  
[Date]

Block	Length	Angle	Curve Data
C1	20.00	90.00	Radius 40.00' Chord 28.28
C2	20.00	90.00	Radius 40.00' Chord 28.28
C3	20.00	90.00	Radius 40.00' Chord 28.28
C4	20.00	90.00	Radius 40.00' Chord 28.28
C5	20.00	90.00	Radius 40.00' Chord 28.28
C6	20.00	90.00	Radius 40.00' Chord 28.28
C7	20.00	90.00	Radius 40.00' Chord 28.28
C8	20.00	90.00	Radius 40.00' Chord 28.28
C9	20.00	90.00	Radius 40.00' Chord 28.28
C10	20.00	90.00	Radius 40.00' Chord 28.28
C11	20.00	90.00	Radius 40.00' Chord 28.28
C12	20.00	90.00	Radius 40.00' Chord 28.28
C13	20.00	90.00	Radius 40.00' Chord 28.28
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C60	20.00	90.00	Radius 40.00' Chord 28.28
C61	20.00	90.00	Radius 40.00' Chord 28.28
C62	20.00	90.00	Radius 40.00' Chord 28.28
C63	20.00	90.00	Radius 40.00' Chord 28.28
C64	20.00	90.00	Radius 40.00' Chord 28.28
C65	20.00	90.00	Radius 40.00' Chord 28.28
C66	20.00	90.00	Radius 40.00' Chord 28.28
C67	20.00	90.00	Radius 40.00' Chord 28.28
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C69	20.00	90.00	Radius 40.00' Chord 28.28
C70	20.00	90.00	Radius 40.00' Chord 28.28
C71	20.00	90.00	Radius 40.00' Chord 28.28
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C92	20.00	90.00	Radius 40.00' Chord 28.28
C93	20.00	90.00	Radius 40.00' Chord 28.28
C94	20.00	90.00	Radius 40.00' Chord 28.28
C95	20.00	90.00	Radius 40.00' Chord 28.28
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C97	20.00	90.00	Radius 40.00' Chord 28.28
C98	20.00	90.00	Radius 40.00' Chord 28.28
C99	20.00	90.00	Radius 40.00' Chord 28.28
C100	20.00	90.00	Radius 40.00' Chord 28.28

**137 Single Family Lots**  
**27,237 Acres Survey**  
**17,349 Acres Single Family**  
**4,749 Acres Single Family**  
**5,139 Acres Tract A, B, and C (Boasting & Utility easement)**

CITY PLANNING COMMISSION  
 Approved for preliminary purposes this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
 By: [Signature]  
 Secretary

APPROVED: [Signature]  
 [Name]  
 [Title]  
 [Date]

APPROVED: [Signature]  
 [Name]  
 [Title]  
 [Date]

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT “A” OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING CLASSIFICATION OF THE FOLLOWING PROPERTY: **APPROXIMATELY 23 ACRES LOCATED ON THE 1000 BLOCK OF EAST 40<sup>th</sup> STREET**, (ACRES: 11.185, ABST: A-7985 S-0182, SURVEY: JIM FARR, 11.185 ACRES, AND ACRES: 11.140, ABST: A-7985 S-0182, SURVEY: JIM FARR, 11.140 ACRES, AND SHRINER’S POINT, SECTION 1, BLOCK 2, TRACTS 1-6); FROM SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (RS-1) TO A PLANNED DEVELOPMENT DISTRICT (PD24-04) WITH AN UNDERLYING ZONING OF SINGLE-FAMILY RESIDENTIAL (RS-1); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: PD24-04: Shriner’s Point

WHEREAS, on the 15<sup>th</sup> day of July 2024, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the Planned Development (PD24-04) Zoning District; and,

WHEREAS, on the 19<sup>th</sup> day of August 2024, City Council held a public hearing on PD24-04, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit “A” of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described properties permanently zoned Planned Development (PD24-04) Zoning District:

**The real property generally located on the 1000 block of East 40<sup>th</sup> Street, described as Abst: A-7985 S-0182, Survey: Jim Farr, and Abst: A-7985 S-0182, Survey: Jim Farr, and Shriner’s Point, Section 1, Block 2, Tracts 1-6, totaling 23 acres within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit “A” of this Ordinance. (“PD Boundary Map”).**

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 (“**PD Boundary Map**”).

SECTION 3: The use of the hereinabove described property shall be subject to all applicable regulations contained in **Exhibit “B”** of this Ordinance (“**Applicable Regulations**”), and Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

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

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

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

INTRODUCED on the **19<sup>th</sup> day of August 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **3<sup>rd</sup> day of September 2024**.

THE CITY OF SAN ANGELO

\_\_\_\_\_  
Brenda Gunter, Mayor

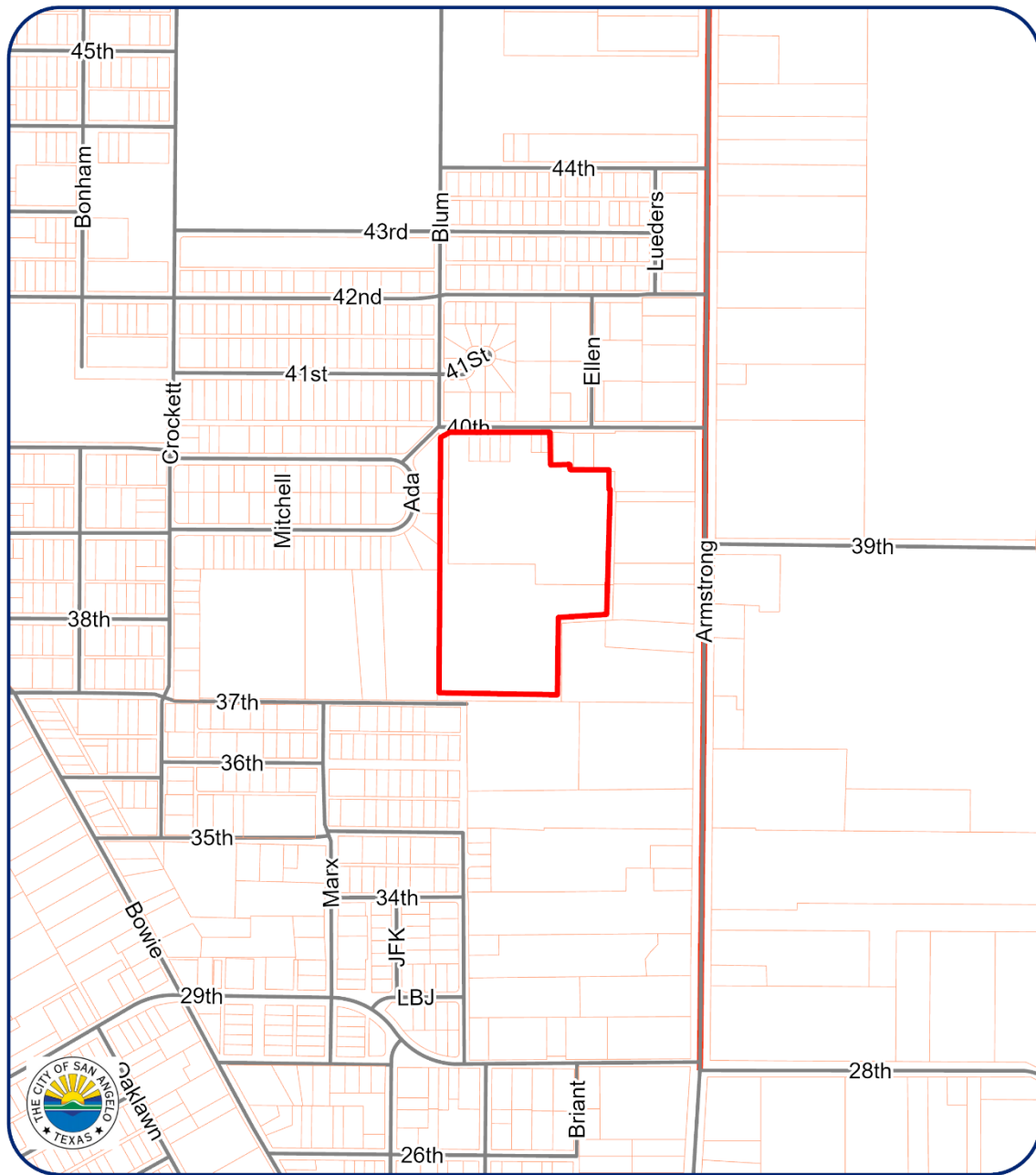
ATTEST:

\_\_\_\_\_  
Heather Stastny, City Clerk


APPROVED AS TO FORM:


\_\_\_\_\_  
Theresa James, City Attorney

# Exhibit "A" (PD Boundary Map)



**Ordinance PD Map**  
**PD24-04 Shriners' Point Subdivision**  
Council District: #2 Tom Thompson  
Neighborhood: Lake View  
Scale: 0 0.03 0.06 0.12 0.18 0.24 Miles

Subject Properties: 

N 

**Exhibit “B”**  
**Applicable Regulations**

1. Except as otherwise specified, the development of the subject property shall generally conform to the Single-Family Residential (RS-1) Zoning District standards.
2. The following development standards shall apply:

<b>Development Standard</b>	<b>Measurement</b>
<b>Minimum Lot Area</b> (sq. ft.)	5,000
<b>Minimum Lot Dimensions</b> (width x depth in feet)	50x100
<b>Minimum Front Yard</b> (feet)	20
<b>Minimum Interior Side Yard</b> (feet)	5
<b>Minimum Double Frontage Side Yard</b> (ft)	5
<b>Minimum Rear Yard</b> (feet)	15
<b>Maximum Floor Area Ratio</b>	.50

3. Applicant must work with the Operations Department and implement their requirements regarding the installation of detention ponds.

# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: August 19, 2024

Item type: Regular Item

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## **Caption:**

First reading and public hearing of an ordinance for Z24-05, a request to rezone from Low Rise Multi-Family Residential to General Commercial located at 5129 W. Houston Harte Expy. (Presentation made by Planning and Development Services Director Aaron Vannoy)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

A request to rezone 1.5 acres of low-rise multifamily (RM-1) property which fronts Houston Harte to be general commercial (CG). This property has little chance of being a multifamily project due to topography and accessibility from the frontage road. The developer has not determined what could go there yet, but a low intensity general commercial project is best suited for the site. The Planning Commission recommends approval by a vote of 5-0 and City staff recommends approval for conforming to the city's Vision Plan.

## **Funding Source(s):**

## **Financial Impact:**

## **Other Information/Recommendation:**

## **Attachments:**

- |    |                              |                                   |
|----|------------------------------|-----------------------------------|
| 1. | Z24-05 Staff Report FINAL    | Z24-05 Staff Report FINAL.pdf     |
| 2. | Z24-05 W Houston Harte Expw. | Z24-05 W Houston Harte Expw..docx |

## **Presentation:**

Aaron Vannoy

## **Approvals/Reviews:**

Sherry Bailey

Created/Initiated

Aaron Vannoy  
Brandon Dyson  
Aaron Vannoy  
Theresa James  
Heather Stastny

Approved  
Approved  
Approved  
Approved  
Final Approval



# STAFF REPORT - Z24-05

City Council 1<sup>st</sup> reading: August 19, 2024

City Council 2<sup>nd</sup> reading: September 17, 2024

<b>APPLICATION TYPE:</b>		<b>CASES:</b>	
Rezoning		Z24-05: W Houston Harte Expy.	
<b>SYNOPSIS:</b>			
<p>The applicant has submitted a request to the Planning Staff for a rezoning from Low Rise Multi-Family Residential (RM-1) to General Commercial (CG). This area is mainly commercial, with residential neighborhoods nearby. The existing Vision Plan identifies this area as Commercial, and the rezoning to CG is in keeping with the future land use designation. Extending General Commercial along W Houston Harte Expy. Frontage Rd. is a reasonable extension of the commercial zoning expected along a highly traveled freeway.</p>			
<b>LOCATION:</b>		<b>LEGAL DESCRIPTION:</b>	
Generally located southwest of the intersection of Melrose Ave. and W Houston Harte Expy. Frontage Rd.		Abst: A-3944 S-0001, Survey: A E White, 1.524 acres	
<b>SM DISTRICT / NEIGHBORHOOD:</b>	<b>ZONING:</b>	<b>FUTURE LAND USE:</b>	<b>SIZE:</b>
SMD District #6 – Larry Miller Bluffs Neighborhood	Low Rise Multi-Family Residential (RM-1)	Commercial	1.524 ac
<b>NOTIFICATIONS:</b>			
<p>9 notifications for Z24-05 were mailed within a 200-foot radius on June 27, 2024.            1 responses against and none in favor have been received.</p>			
<b>STAFF RECOMMENDATION:</b>			
<p>Staff recommends <b>APPROVAL</b> of a rezoning from Low Rise Multi-Family Residential (RM-1) to General Commercial (CG) for the property located along W Houston Harte Expy. Frontage Rd. and legally described as Abst: A-3944 S-0001, Survey: A E White, 1.524 acres.</p>			
<b>PROPERTY OWNER/PETITIONER:</b>		<p>[Grab your reader’s attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]</p>	
<p><i>Applicant:</i>            Bryan Benson            Blaco Real Estate LLC</p>			
<b>STAFF CONTACT:</b>			
<p>Sherry L. Bailey            Senior Planner            (325) 657-4210, Extension 1546  <a href="mailto:Sherry.bailey@cosatx.us">Sherry.bailey@cosatx.us</a></p>			

**Additional Information:** This area is developing as a general commercial district along the W Houston Harte Expy. The General Commercial zoning district accommodates higher-intensity commercial uses, featuring larger trade areas, floor areas, and traffic generation compared to neighborhood commercial zones. Specific development standards under this zoning category include a floor-area ratio of 2.0, no maximum building height restriction, and a minimum lot area of 6,000 sq. ft. Other developments in the area include the Brown Honda of San Angelo, TLCA San Angelo High School, and the Bluffs neighborhood. The nearest residential use is approximately 160 feet to the west.

**Planning Commission evaluation of appropriateness.**

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

1. **Compatible with Plans and Policies.** **Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.** The Comprehensive Plan identifies this area as Commercial. The proposal is in keeping with that use.
2. **Consistent with Zoning Ordinance.** **Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.** The proposed rezoning will not conflict with the Zoning Ordinance.
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.** This rezoning is compatible with the surrounding area. As noted, the properties in the vicinity are predominantly commercial, with residential neighborhoods nearby. Given its location along the W Houston Harte Expy., supporting commercial uses is ideal for through traffic.
4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** This lot is currently vacant and zoned for Low Rise Multi-Family Residential. With this rezoning, the potential land development would change to general commercial uses. The CG would allow for uses of a similar character as Brown Honda of San Angelo, which was built immediately to the southwest of the subject property in 2020.
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. Developing the property would provide a buffer between nearby residential neighborhoods and W Houston Harte Expy. Consideration during development will include stormwater management and revegetation with required landscaping.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** There are residential neighborhoods near this area that could benefit from commercial services. Additionally, commercial uses would serve those who travel in and out from the adjacent freeway.

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 lot is irregularly shaped and cannot be combined with additional vacant land, as the surrounding area is fully developed. Given the current commercial state of the area, residential development under the current zoning would not be suitable for the property. The rezoning and potential commercial buildout would provide additional commercial traffic and provides additional services to nearby residential neighborhoods.

**Recommendation:**

Staff recommends **APPROVAL** of a rezoning from Low Rise Multi-Family Residential (RM-1) to General Commercial (CG) for the property located along W Houston Harte Expy. Frontage Rd. and legally described as Abst: A-3944 S-0001, Survey: A E White, 1.524 acres.

**Attachments:**

Site Photos  
Aerial/Notification Map  
Zoning Map  
Future Land Use Map

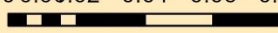


**Aerial Map**  
**Z24-05 W Houston Hart Exp**

Council District: #6 Larry Miller

Neighborhood: Bluffs

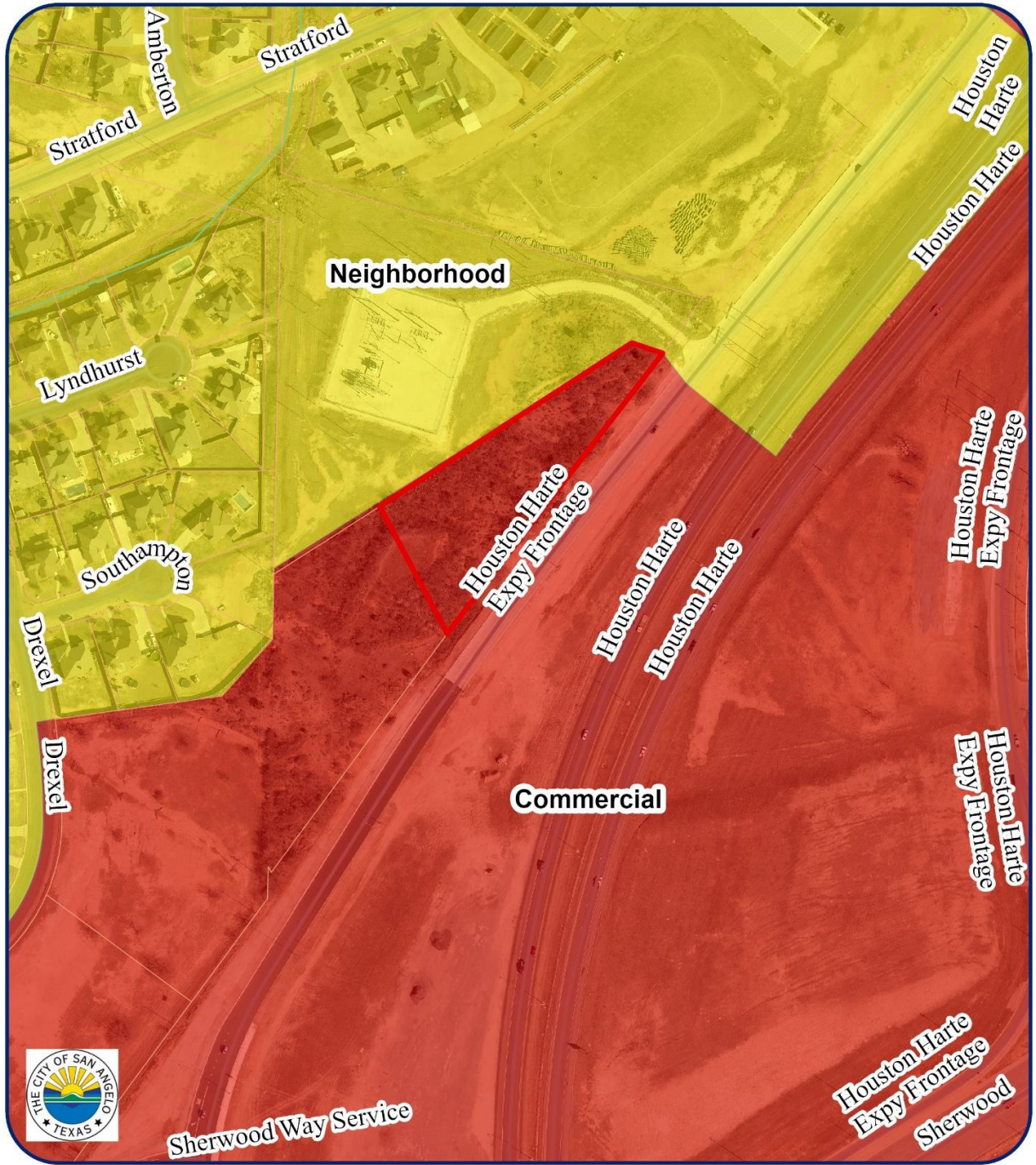
Scale: 0.00 0.02 0.04 0.06 0.08

 Miles

Subject Properties: 

N





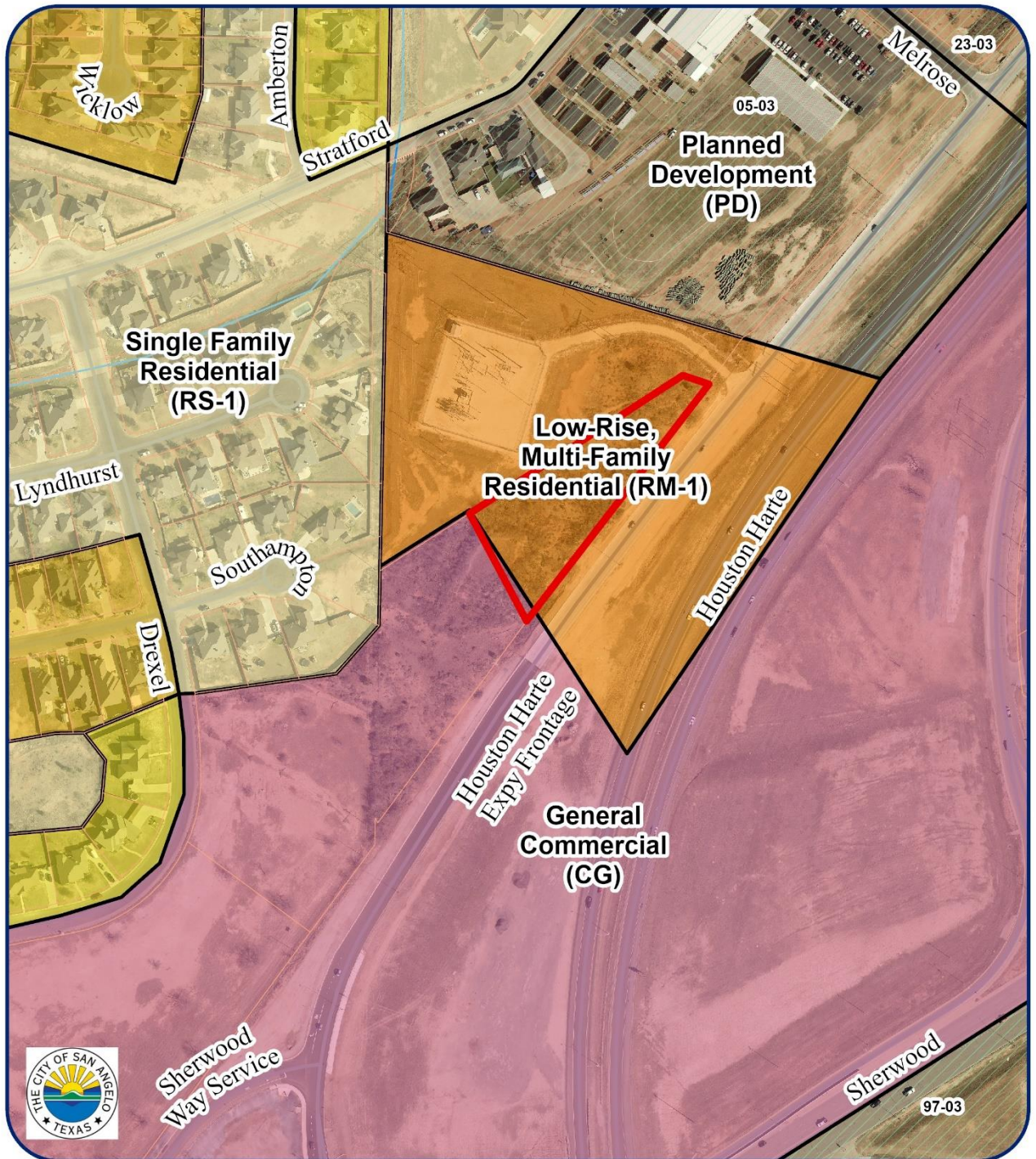
**Vision Map**  
**Z24-05 W Houston Hart Exp**

Council District: #6 Larry Miller  
Neighborhood: Bluffs

Scale: 0 0.01 0.02 0.04 0.06 0.08  
Miles

Subject Properties: 





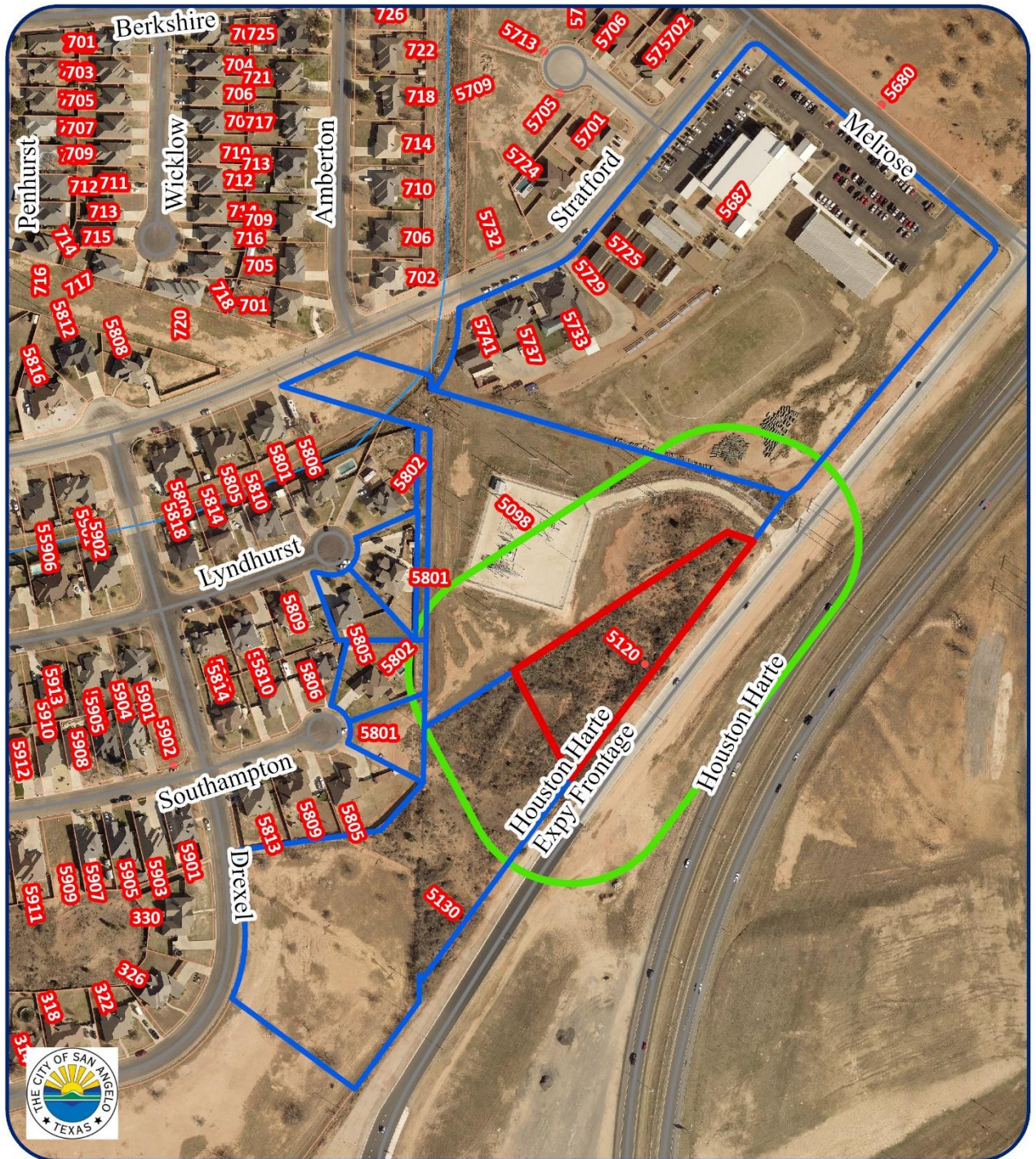
**Zoning Map**  
**Z24-05 W Houston Hart Exp**

Council District: #6 Larry Miller  
Neighborhood: Bluffs

Scale: 0.0 0.02 0.04 0.06 0.08  
Miles

Subject Properties: —





**200' Notification Map**  
**Z24-05 W Houston Hart Exp**

Council District: #6 Larry Miller  
 Neighborhood: Bluffs

Scale: 0.0 0.02 0.04 0.06 0.08  
 Miles

Subject Properties: —

200' Buffer: —

Notified Properties: —





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 ZONING AND CLASSIFYING THE FOLLOWING PROPERTY: **APPROXIMATELY 1.524 ACRES LOCATED ALONG W HOUSTON HARTE EXPY. FRONTAGE RD.**; FROM LOW RISE MULTI-FAMILY RESIDENTIAL (RM-1) TO GENERAL COMMERCIAL (CG); PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z24-05: W Houston Harte Expw. Frontage Rd.

WHEREAS, on the 15<sup>th</sup> day of July 2024, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed General Commercial (CG) Zoning District; and,

WHEREAS, on the 19<sup>th</sup> day of August 2024, City Council held a public hearing on Z24-05, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

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

**The real property generally located SOUTHWEST OF THE INTERSECTION OF Melrose Ave. and W. Houston Harte Expw. Frontage Rd., described as 1.524 acres from Abst: A-3944 S-0001, Survey: A E White within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit "A" of this Ordinance.**

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

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

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

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

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

INTRODUCED on the **19<sup>th</sup> day of August, 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **3<sup>rd</sup> day of September, 2024**.

THE CITY OF SAN ANGELO

\_\_\_\_\_  
Brenda Gunter, Mayor

ATTEST:

\_\_\_\_\_  
Heather Stastny, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa James, City Attorney

Exhibit "A"



**Aerial Map**  
**Z24-05 W Houston Hart Exp**

Council District: #6 Larry Miller  
Neighborhood: Bluffs

Scale: 0 0.00 0.02 0.04 0.06 0.08  
Miles

Subject Properties: 

N



# REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: August 19, 2024

Item type: Regular Item

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## **Caption:**

First reading and public hearing of an ordinance for Z24-06, a request to zone an unzoned tract to Single-Family Residential in conjunction with a prior approved annexation, located in Bentwood Country Club Estates, a 22.096 acre tract located east of Riviera Ln. and Clubhouse Ln. (Presentation made by Planning and Development Services Director Aaron Vannoy)

## **Staff Recommendation:**

Adopt

## **Summary/History:**

Land is to be zoned Single-family Residential (RS-1) in conjunction with a prior approved annexation. This property was annexed to the city on July 16, 2024. The Planning Commission recommends approval by a vote of 5-0 and the City Staff recommends approval.

## **Funding Source(s):**

## **Financial Impact:**

## **Other Information/Recommendation:**

Planning Commission recommended approval at the July 15, 2024 meeting, 5-0 vote.

## **Attachments:**

- |    |                                      |  |
|----|--------------------------------------|--|
| 1. | Bentwood Zoning Ordinance            | Bentwood Zoning Ordinance.docx           |
| 2. | Staff Report Z24-06 Bentwood_reduced | Staff Report Z24-06 Bentwood_reduced.pdf |

## **Presentation:**

Aaron Vannoy

## **Approvals/Reviews:**

Rae Lineberry  
Aaron Vannoy

Created/Initiated  
Approved

Brandon Dyson  
Theresa James  
Heather Stastny

Approved  
Approved  
Final Approval

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY ZONING AND CLASSIFYING THE FOLLOWING PROPERTIES: **APPROXIMATELY 22.096 ACRES LOCATED EAST OF RIVIERA LANE AND CLUBHOUSE LANE**; FROM UNZONED LAND TO SINGLE-FAMILY RESIDENTIAL (RS-1) IN CONNECTION WITH AN ANNEXATION; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

RE: Z24-06: Bentwood Country Club

WHEREAS, on the 15<sup>th</sup> day of July, 2024, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Single-Family Residential (RS-1) Zoning District; and,

WHEREAS, on the 19<sup>th</sup> day of August, 2024, City Council held a public hearing on Z24-06, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials.

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

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

**The real property generally located East of Riviera Lane and Clubhouse Lane, described as 11.960 acres from Abst: A-4210 S-0178, Survey: H Zerbach and 10.130 acres from Abst: A-0052 S-0177, Survey: C Berberick within the City of San Angelo, Tom Green County, Texas as more particularly described and depicted on Exhibit "A" of this Ordinance.**

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

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

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

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

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

INTRODUCED on the **19<sup>th</sup> day of August, 2024**, and finally PASSED, APPROVED AND ADOPTED on this the **3<sup>rd</sup> day of September, 2024**.

THE CITY OF SAN ANGELO

\_\_\_\_\_  
Brenda Gunter, Mayor

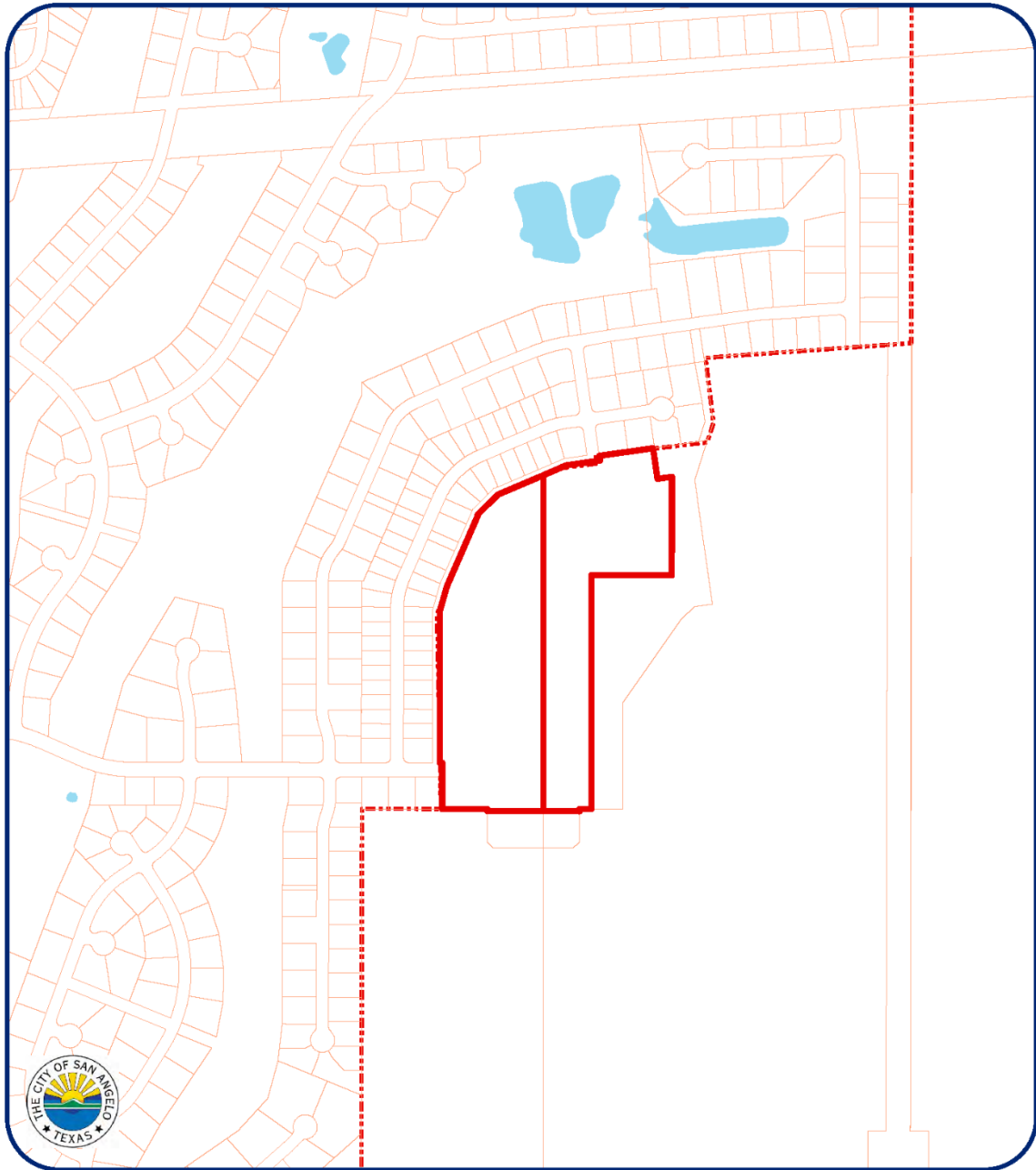
ATTEST:

\_\_\_\_\_  
Heather Stastny, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa James, City Attorney

# Exhibit "A"



## Vision Map Z24-06 - Rezoning Bentwood

Council District:  
Neighborhood: Country Club

Scale: 0 0.05 0.1 0.15 0.2  
Miles

Subject Properties: —





# STAFF REPORT - Z24-06

Planning Commission: July 15, 2024  
 City Council 1<sup>st</sup> reading: August 19, 2024

<b>APPLICATION TYPE:</b>		<b>CASES:</b>	
Rezoning		Z24-06: Bentwood Annexation	
<b>SYNOPSIS:</b>			
A request to zone an unzoned 22.096-acre tract recently annexed into city limits as Single-Family Residential (RS-1) located east of Riviera Ln and extending Clubhouse Ln east.			
<b>LOCATION:</b>		<b>LEGAL DESCRIPTION:</b>	
East of Riviera Ln and extending Clubhouse Ln to the East		Acres: 11.960, Abst: A-4210 S-0178, Survey: H ZERBACH & Acres: 10.130, Abst: A-0052 S-0177, Survey: C BERBERICK	
<b>SM DISTRICT / NEIGHBORHOOD:</b>	<b>ZONING:</b>	<b>FUTURE LAND USE:</b>	<b>SIZE:</b>
FUTURE: SMD #1 – Tommy Hiebert Country Club Neighborhood	Existing – None Proposed: RS-1	Neighborhood	22.096
<b>NOTIFICATIONS:</b>			
40 notifications were mailed within a 200-foot radius on June 27, 2024. Received 2 in favor and 0 against.			
<b>STAFF RECOMMENDATION:</b>			
Staff recommends <b>APPROVAL</b> to zone an unzoned 22.096-acre tract recently annexed into city limits as Single-Family Residential (RS-1) located east of Riviera Ln and extending Clubhouse Ln east.			
<b>PROPERTY OWNER/PETITIONER:</b>			
Applicant: Bentwood J.V. LLC Representative: Russell Gulley - SKG			
<b>STAFF CONTACT:</b>			
Rae Lineberry Planner (325) 657-4210, ext 1533 <a href="mailto:Rae.lineberry@cosatx.us">Rae.lineberry@cosatx.us</a>			

**Additional Information:** This property will be annexed into the city and adding more single-family homes.

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 Neighborhood. Given the existing RS-1 currently in the area, the proposal is in keeping with that use.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* The proposed rezoning will not conflict with the Zoning Ordinance.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The proposed use is compatible with the surrounding area.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* This area has been vacant and adding single-family homes will help the community to grow.
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.* Housing is a community need.
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 property in question is well suited for the proposed project and will meet the development needs.

**Recommendation:**


Staff recommends **APPROVAL** to zone an unzoned 22.096-acre tract recently annexed into city limits as Single-Family Residential (RS-1) located east of Riviera Ln and extending Clubhouse Ln east.


**Attachments:**

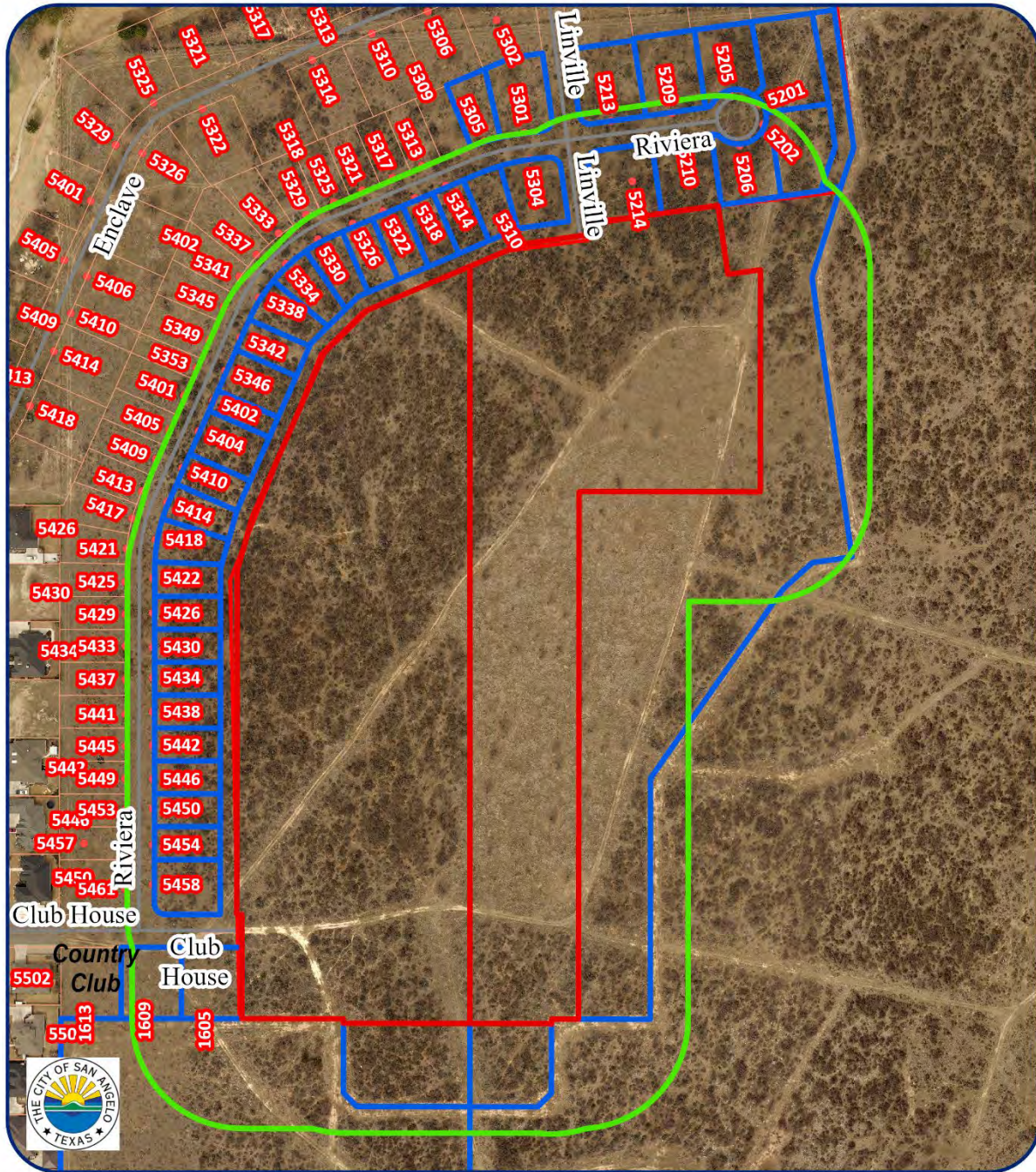
Aerial Map  
Notification Map  
Zoning Map  
Preliminary Plat



**Aerial Map**  
**Z24-06 - Rezoning Bentwood**  
Council District:  
Neighborhood: Country Club  
Scale: 0 0.03 0.05 0.1 0.15 0.2 Miles

Subject Properties: 

N  




**200' Notification Map**  
**Z24-06 - Rezoning Bentwood**

Council District:  
 Neighborhood: Country Club

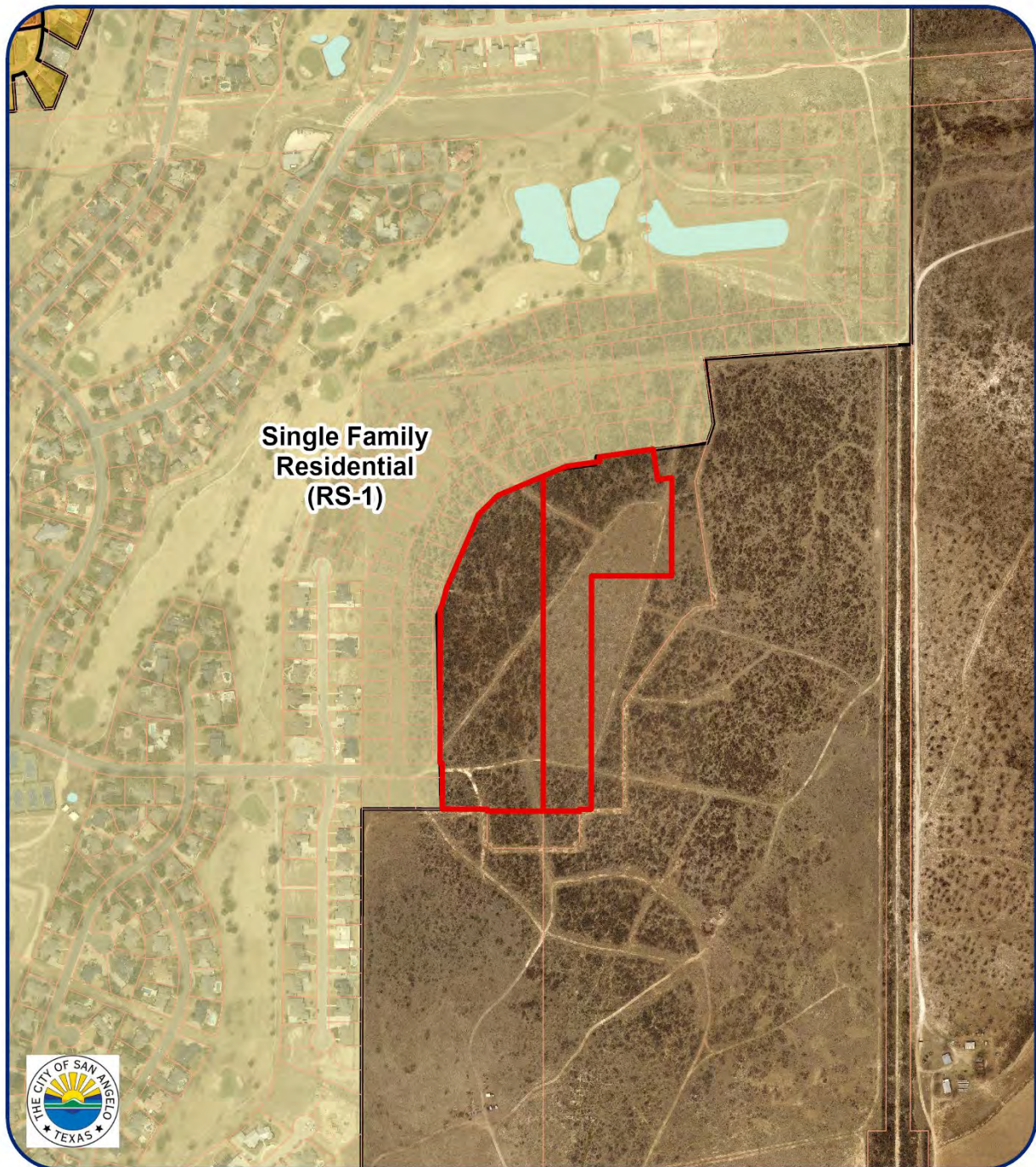
Scale: 0.00 0.02 0.04 0.06 0.08  
 Miles

Subject Properties: ————

200' Buffer: ————

Notified Properties: ————

N



**Zoning Map**  
**Z24-06 - Rezoning Bentwood**  
Council District:  
Neighborhood: Country Club  
Scale: 0 0.05 0.1 0.15 0.2 Miles

**Subject Properties:** ———

N  
▲

