City Council Agenda
10/15/2024

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held October 15, 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 October 15, 2024 as Meals for the Elderly Day
   b. Proclamation of October 23-31, 2024 as Red Ribbon Week
   c. Proclamation of October 2024 as Community Planning Month
   d. Recognition of FDSA Firefighters Chad Greaves, Buddy Lemons and Doug Taylor
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 October 1, 2024, City Council regular meeting minutes (Heather Stastny)
   b. Consider authorizing the City Attorney to begin termination of the following Recreational and Agricultural leases for non-payment of annual rent:
      1. 1.943 acres of land adjacent to 5013 Pecan Ridge Dr.
      2. 1.145 acres of land adjacent to 5061 Pecan Ridge Dr.
      (Sarah Tackett-Torres)
   c. Consider approving a lease agreement with Ice Dreams, Inc. for the lease of the Bosque and authorizing the City Manager to negotiate and execute all related documents (Jesse Benes)
   d. Consider approving an amendment to Ranger Aviation's Land Lease Agreement (8802 Hangar Rd) adding 33,976-sq. ft. of land for an additional amount of $4,077.12/yr. and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)
   e. Consider awarding ES-01-25 Roadway Improvement-Glenna St., Edmund Blvd., and W. 29th St. Project to Reece Albert, Inc. in the amount of $10,024,426.93 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
   f. Consider awarding H-GAC Contract #FS12-23 fire apparatus Pierce Enforcer Heavy Duty Rescue from Siddons-Martin Emergency Group in the amount of $1,124,951.79 and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)

g. Consider approving an interlocal agreement between the City of San Angelo and Tom Green County Sheriff's office for the operation of the Tactical Emergency Medical Service Team and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)

h. Consider an interlocal agreement with Tom Green County providing for Crisis Intervention Unit Services and making provision for the city's participation in costs associated with the Crisis Intervention Unit not to exceed $35,034 for fiscal year 2025 and authorizing the City Manager to negotiate and execute all related documents (Craig Thomason)

i. Consider an interlocal agreement with Tom Green County providing for Mental Health Unit (MHU) services with associated costs not to exceed $125,028 for fiscal year 2025 and authorizing the City Manager to negotiate and execute all related documents (Craig Thomason)

j. Consider ratifying a resolution authorizing the use of sales and use tax funds in an amount not to exceed $59,500 for purposes of awarding a contract to Inter/Direct U.S.A., Ltd, d/b/a Community Development Strategies (CDS) for professional services to prepare an update to the 2019 San Angelo Rental Housing Study that assessed overall housing needs in the competitive market area, including workforce and affordable housing, a project authorized for a Type B corporation under Local Government Code Chapters 501 & 505, Subchapter D, authorizing the Board President to negotiate and execute all necessary documents (Michael Dane)

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. Presentation of the Downtown San Angelo, Inc. biannual report (Presentation made by DSA Executive Director Monica Ramos)

b. Consider a resolution nominating candidates to serve on the Board of Directors of the Tom Green Council Appraisal District (Presentation made by City Clerk Heather Stastny)

c. Discuss and consider adoption of an Ordinance authorizing the issuance and sale of City of San Angelo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024; appointing a pricing officer and delegating to the pricing officer the authority to approve on behalf of the City the sale of the Certificates, the terms of the Certificates and the offering documents for the Certificates; establishing certain parameters for the approval of such matters by the pricing officer; approving the use of a Paying Agent/Registrar Agreement; levying an annual ad valorem tax and providing for the security for and payment of said Certificates; providing an effective date; and enacting other provisions relating to the subject (Presentation made by Finance Director Tina Dierschke)

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 2.973 acres; Lot 4, Blk 1; First Replat of Lot 1, Blk 1, Sec 3 out of the Crossings

b. Section 551.072 - Deliberations about real property regarding 1759 Medalist Dr.

8. **Follow Up and Administrative Issues**

a. Consider items discussed in Executive Session, if needed

b. Consider approving various Board nominations:
Civil Service Commission: Ronald "JJ" Graham (City Manager) to a first term ending January 2027

c. Announcements and consideration of Future Agenda Items

9. **Adjournment**

CERTIFICATION

I hereby certify that the above notice of meting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 9th day of October 2024, at 4:57 p.m.

HStastny

Heather Stastny, City Clerk

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

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

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

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

Proclamation

Meals For The Elderly continues to uphold its mission of empowering individuals to maintain autonomy within the comfort of their homes by providing nourishing meals, coordinating essential services, and fostering personal connections, with a vision of a future where no adult is hungry, isolated, or forgotten.

The dedication and compassion of the volunteers, staff, and supporters of Meals For The Elderly have been instrumental in the program's success, reflecting the spirit of community and generosity that defines our city.

The impact of Meals For The Elderly extends beyond mere sustenance, offering a lifeline of hope, dignity, and companionship to our most vulnerable citizens, ensuring that they are not only fed but also valued and cared for.

On this occasion of their 50th anniversary, it is fitting to honor and celebrate the remarkable achievements of Meals For The Elderly, recognizing their unwavering commitment to serving our community and their invaluable contributions to the well-being of our elderly and homebound residents.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, commend and recognize Meals for the Elderly for their extraordinary contributions to our community over the past fifty years and do hereby proclaim October 15, 2024 as

MEALS FOR THE ELDERLY DAY

In honor of their unwavering dedication to improving the lives of our elderly and homebound residents.

In witness whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 15th day of October 2024.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

Substance use disorder is particularly damaging to one of our most valuable resources, our children, and are a contributing factor in the three leading causes of death for teenagers – accidents, homicides, and suicides.

It is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and it is the goal of Red Ribbon Week and ADACCV to involve families, schools, businesses, churches, law enforcement agencies and service organizations in all aspects of this campaign and establish an atmosphere that supports awareness, education and on-going initiatives to prevent illegal drug use.

The Red Ribbon Week Campaign theme promotes family and individual responsibilities for living healthy, drug-free lifestyles, without illegal drugs or the illegal use of legal drugs, and there are many activities planned during the Red Ribbon Week Campaign in Tom Green County.

Now, for all these reasons, the Alcohol & Drug Awareness Center for the Concho Valley and Concho Valley CARES is asking the residents of the city of San Angelo to observe Red Ribbon Week and call upon all residents, parents, governmental agencies, public and private institutions, businesses, hospitals, schools and colleges in the city of San Angelo to support and increase community awareness and prevention efforts in our community.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim October 23-31, 2024 as

RED RIBBON WEEK

In witness whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 15th day of October 2024.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

Change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places. Planners can help navigate this change with data-driven insights and expertise that provide better choices for how people work and live.

Community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community, and the full benefits of planning require public elected and appointed officials who understand, support, and demand excellence in planning and plan implementation.

The month of October is designated as National Community Planning Month throughout the United States of America and its territories, and the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to every community, and how planners are uniquely positioned to identify solutions to communities' most difficult housing, transportation, and land use questions.

The celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of appointed planning commission members who have contributed their time and expertise to the improvement of San Angelo, Texas. As we recognize the many valuable contributions made by the professional community and regional planners of San Angelo we extend our heartfelt thanks for the continued commitment to public service by these professionals.

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

COMMUNITY PLANNING MONTH

in conjunction with the celebration of National Community Planning Month.

In witness whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 15th day of October 2024.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, October 1, 2024

Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, October 1, 2024 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

An invocation was provided, and pledges were led, by San Angelo Police Chaplain Tallas.

3. Proclamations/Recognitions

October 6-12, 2024 was proclaimed as Fire Prevention Week.

October 7, 2024 was proclaimed as World Habitat & Affordable Housing Day.

The United Way of the Concho Valley was recognized.

4. Public Comment

Keep San Angelo Beautiful Manager Charlotte Anderson gave a report on the success of the tire recycling event and announced upcoming events: Fall Sweep on October 12; Tree Give Away on Oct 31, America Recycles Day on November 15.

Citizen Jamal Schumpert (SMD 4) suggested the City partner with TGC, SAISD, and ASU to implement a farmer program to create an orchard to help relieve hunger in the area.

Public Works Executive Director Shane Kelton introduced the new Water Utilities Director John Kaufman.

City Manager Daniel Valenzuela expressed gratitude to City Attorney Theresa James for her work for the City and wished her luck in her next endeavor.

City Attorney Theresa James thanked her COSA colleagues and citizens of San Angelo.

5. Consent Agenda

a. Approval of the September 17, 2024, City Council regular meeting minutes (Heather Stastny)

b. Award of HGAC Buy Contract EC07-23 for the purchase of dispatch console furniture and raised flooring for the Public Safety Communications Center to Evans Consoles, Inc in the amount of $267,301.83 and authorizing the City Manager to negotiate and execute all related documents (Bucky Hasty)

c. Award of OMNIA Partners Contract #05-60 for the purchase of an entrance access revenue control system for Lake Nasworthy to Flash Parking Inc. in the amount of $66,740 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

d. Approval of Change Order #5 to WU-08-23 Howard Street Utility Project with Darnell Construction, Inc. for the total amount of $65,780 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

e. Approval of Task Order #8 under IDIQ PW-01-23 with Freese and Nichols, Inc. in the amount of $120,126 for GIS services related to Public Works and the Lead and Copper Rule Revision project and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

f. Approval of the purchase of water meters from Core & Main, Inc. in the amount of $3,247,000 budgeted in fiscal year 2025 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

g. Approval of an amendment to the Long-Term Service Agreement "Radium Removal System Agreement" with Water Remediation Technology LLC. for Phase 2 Operations and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

h. Approval of an extension of a software service agreement with Neptune Technology Group and its vendor, Core & Main, for web hosted meter collector data software platform for an additional one (1) year in the amount of $60,784.66 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

i. Approval of a contract with the Historic Orient Santa Fe Depot, Inc. allocating $25,000 of Hotel Occupancy Tax (HOT) receipts for eligible activities and authorizing the Assistant City Manager to negotiate and execute all related documents (Michael Dane)

j. Approval of an agreement with Art in Uncommon Places allocating $50,000 of Hotel Occupancy Tax receipts for eligible activities, and authorizing the City Manager to negotiate and execute all related documents (Carl White)

k. Adoption of a resolution designating Angela Bloss as the ADA Coordinator for the City of San Angelo beginning October 12, 2024 (Daniel Valenzuela) **(Pg. 387, 2024-080)**

l. Adoption of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for Police Department salary adjustments (Tina Dierschke) **(Pg. 388, 2024-081)**

m. Adoption of an ordinance for Z24-08, a request to rezone property from the General Commercial/Heavy Commercial zoning district to the Single-Family Residential zoning district, located at 21 E. 30th St. (Aaron Vannoy) **(Pg. 390, 2024-082)**

n. Adoption of an ordinance for Z24-09, a request to rezone from the Two-Family Residential zoning district to the Low-Rise Multifamily zoning district, located at 1628 and 1640 Beacon St. (Aaron Vannoy) **(Pg. 392, 2024-083)**

o. Adoption of ordinances for the following cases for property located at 2588 Armstrong:
1. CP24-05, a request to amend the Comprehensive Plan, changing from Neighborhood and Commercial to Neighborhood Center; **(Pg. 395, 2024-084)**
2. Z24-11, a request to rezone from the Single-Family Residential zoning district to the Neighborhood Commercial zoning district (Aaron Vannoy) **(Pg. 398, 2024-085)**

p. Adoption of an ordinance for Z24-12, a request to rezone property from the Neighborhood Commercial and Single-Family Residential zoning district to the Low-Rise Multifamily zoning district, located at 2815, 2821, 2835 Houston St. and 2826 W. Houston Harte Expy. Frontage

Rd. and an unaddressed lot being lots 4-8, block 81 of the Hatcher Addition (Aaron Vannoy) **(Pg. 401, 2024-086)**

q. Adoption of an ordinance for Z24-13, a request to rezone property from the General Commercial/Heavy Commercial zoning district to the Low Rise Multifamily Residential zoning district, located at 2025 & 2029 Vaughn St. (Aaron Vannoy) **(Pg. 404, 2024-087)**

Citizen Jamal Schumpert expressed concerns about the Nasworthy gates (5c), Howard St. Utility project (5d), and the Lead and Copper Rule Revision project (5e).

Motion: Council Member Hesse Smith made a motion, seconded by Council Member Gonzales, to approve the Consent Agenda with the exception of item 5b. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Miller made a motion, seconded by Council Member Gonzales, to approve Consent Item 5b as presented by SAPD Sgt. John Bouligny. The motion carried unanimously (7) ayes to (0) nays, no public comment.

6. Regular Agenda

a. Adoption of a resolution to waive the rental fee of $10,000 required to be paid by the Southern Drag Boat Race Association for the events at Lake Nasworthy (Presentation made by Parks and Recreation Director Carl White) **(Pg. 407, 2024-088)**

Southern Drag Boat Association Series Director David Carroll requested Council waive their rental fee to assist with the overall cost of the event(s) with consideration of the economic impact the races provide to the City.

Citizen Jamal Schumpert (SMD 4) suggested the creation of an amateur event to further engage citizens.

Motion: Council Thompson made a motion, seconded by Council Member Thomas, to waive $2,000 of the $10,000 rental fee for the June and September 2024 events. The motion carried (6) ayes to (1) nays, with Council Member Gonzales casting the dissenting vote.

b. Consider the following:
1. Authorization of a Memorandum of Agreement with Addison Lee Pfluger, Concho Christmas Celebration, Inc., and Downtown San Angelo for the operation of Concho Christmas Celebration and authorizing the City Manager to negotiate and execute all related documents; and
2. Identification and possible approval of funding and funding sources to support Concho Christmas Celebration Memorandum of Agreement (Presentation made by City Manager Daniel Valenzuela)

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

c. Discussion and consideration related to benefit for Post-65 Retiree Medicare Advantage (Presentation made by Human Resources Director Bryan Kendrick)

Citizens Russell Smith (SMD 6), Robert Lloyd (SMD 1), John Rodriguez (SMD 4), John Sparks (SMD1), Ricky Long (SMD 3), Stephen Wilson (SMD 6), Allen Gilbert (SMD 1) and Vicky Porter (SMD 4) spoke in opposition to raising retiree contribution for Post-65 Retiree Medicare Advantage.

Direction: Council directed staff to continue research and review options for consideration to bring back to a later meeting.

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 2.973 acres; Lot 4, Blk 1, First Replat of Lot 1, Blk 1, Sec 3 out of the Crossings

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

c. Section 551.072 – Deliberations about real property regarding 605 Rio Concho Dr. and 0 Baker Dr.

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~~

No action taken on this item.

9. Adjournment

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

There being no further business, the meeting adjourned at 11:21 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

____
Brenda Gunter, Mayor

____
Heather Stastny, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Heather Stastny, City Clerk, Real Estate

Meeting Date: October 15, 2024

Item type: Consent Item

Caption:

Consider authorizing the City Attorney to begin termination of the following Recreational and Agricultural leases for non-payment of annual rent:
1. 1.943 acres of land adjacent to 5013 Pecan Ridge Dr.
2. 1.145 acres of land adjacent to 5061 Pecan Ridge Dr.
(Sarah Tackett-Torres)

Staff Recommendation:

Approve

Summary/History:

1. Tenant, Haunted Hill LLC, entered into a Recreational and Agricultural Lease agreement with the City of San Angelo, Landlord, for lease of approximately 1.943 Acres of land adjacent to 5013 Pecan Ridge Drive and the South Concho River.

2. Tenants, Robert S. and Terri E. Melton, entered into a Recreational and Agricultural Lease agreement with the City of San Angelo, Landlord, for lease of approximately 1.145 Acres of land adjacent to 5061 Pecan Ridge Drive and the South Concho River.

Annual rent fee due on or before June 1, 2024, remains unpaid. Total amount due for 5013 Pecan Ridge is $443.00 and for 5061 Pecan Ridge is $529.00 as of October 7, 2024. Failure of tenants to timely pay annual rent constitutes a default of the Lease by the Tenant.

Funding Source(s):

Financial Impact:

Possibly lease property to a new tenant and collect annual lease fees.

Other Information/Recommendation:

Staff recommends termination of the Recreational and Agricultural Lease Agreements for failure to pay annual rent.

Attachments:

Presentation:

Sarah Tackett

Approvals/Reviews:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Jesse Benes, Recreation Manager, Recreation

Meeting Date: October 15, 2024

Item type: Consent Item

Caption:

Consider approving a lease agreement with Ice Dreams, Inc. for the lease of the Bosque and authorizing the City Manager to negotiate and execute all related documents (Jesse Benes)

Staff Recommendation:

Approve

Summary/History:

We received a proposal from Mr. Carlos Rodriguez, owner of Ice Dreams inc., DBA Kona Ice of San Angelo & Travelin' Tom's Coffee of San Angelo to "restore and enhance the Bosque" on August 14, 2024.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

On September 25, 2024, the Park and Recreation Advisory Board recommended moving forward with the proposal to lease the Bosque to Ice Dreams Inc.

Attachments:

1. Proposal to Revitalize The Bosque (1) (1) Proposal to Revitalize The Bosque (1) (1).pdf

Presentation:

Jesse Benes

Approvals/Reviews:

Jesse Benes	Created/Initiated
Carl White	Approved
Rick Weise	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved

Heather Stastny	Approved
Tina Dierschke	Approved
Brandon Dyson	Final Approval

Proposal to Revitalize The Bosque in San Angelo

Submitted by: Carlos Rodriguez, (Kona Ice of San Angelo & Travelin' Tom's Coffee of San Angelo)
Date: August, 14, 2024
Subject: Proposal to Restore and Enhance The Bosque in San Angelo

Introduction

I am a dedicated local business owner with over 30 years of management experience, including 15 successful years with Kona Ice of San Angelo and 1 year with Travelin' Tom's Coffee of San Angelo. My deep love for San Angelo and its wonderful community has driven me to submit this proposal with the goal of revitalizing our beloved Bosque.

Background

San Angelo has always been a city close to my heart, and I have witnessed firsthand the joy and excitement that our community experiences in its public spaces. I had the privilege of participating in the Grand Opening of this park several years ago with our Kona Ice mini truck. The enthusiasm and happiness that filled the air that day were truly unforgettable.

Unfortunately, over the years, this excitement has gradually faded. The park, which once buzzed with life and activity, now seems to have lost some of its charm. It is my strong belief that with a focused and collaborative effort, we can restore this park to its former glory and transform it into a vibrant, family-friendly destination that both locals and visitors can enjoy.

Proposal

My vision for The Bosque is to create a welcoming, clean, and affordable family space where our community and visitors can gather and enjoy the stunning views of our Concho River. Here is how I propose we achieve this:

1. **Continued Recreation Facilities**
    - Maintain and enhance the existing 18-hole mini golf course, washer pitching, and sand volleyball facilities.
    - Ensure these activities remain accessible and enjoyable for families, schools, daycares, and community organizations like the YMCA.
2. **Event Venue Development**
    - Establish the park as a prime venue for a variety of events, such as:
        - School field trips and Daycare outings
        - Seasonal events (e.g., Halloween, Easter, Summer Camps)
        - Company picnics
        - Birthday parties and Weddings
    - Create tailored packages that cater to the needs of different groups and occasions.

3. **Food and Concession Offerings**
    - Introduce a variety of food and beverage options to enhance the visitor experience:
        - Kona Ice of San Angelo for refreshing treats
        - Travelin' Tom's Coffee of San Angelo for quality coffee
        - A well-managed concession stand
        - A rotation of food trucks offering diverse food options
4. **Staffing and Operations**
    - I will personally oversee the operations to ensure that the park remains a clean, safe, and enjoyable environment.
    - Our team, already experienced in customer service and event management, will be on our payroll, dedicated to maintaining high standards of hospitality and cleanliness.

Conclusion

It is my heartfelt desire to see The Bosque flourish once again as a cherished community space. By implementing these enhancements, we can rejuvenate the park and restore the excitement that once filled it.

I am committed to working closely with the City of San Angelo to make this vision a reality. Together, we can create a space where our community can come together, celebrate, and enjoy the natural beauty of our Concho River.

Thank you for considering this proposal. I look forward to the opportunity to collaborate with you on this exciting project.

Sincerely,

Carlos Rodriguez

432-290-1123 | crodriguez@kona-ice.com
Kona Ice of San Angelo & Travelin' Tom's Coffee of San Angelo

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Jeremy Valgardson, Airport Director, Airport

Meeting Date: October 15, 2024

Item type: Consent Item

Caption:

Consider approving an amendment to Ranger Aviation's Land Lease Agreement (8802 Hangar Rd) adding 33,976-sq. ft. of land for an additional amount of $4,077.12/yr. and authorizing the City Manager to negotiate and execute all related documents (Jeremy Valgardson)

Staff Recommendation:

Approve

Summary/History:

Ranger is requesting to lease an additional 33,976sqft of land directly west of their current FBO land lease at 8802 Hangar Road. Our last few TSA inspectors have encouraged us to move the airport perimeter fence to keep vehicles visiting Ranger Aviation to park outside the Airport Operations Area (AOA). Ranger has agreed to lease additional space, relocate the perimeter fence, and pave a vehicle parking lot to accommodate their customers outside the AOA. This is a similar layout to the existing FBO facility with Skyline's new and old hangar. This will benefit the airport by helping with airport security by not allowing vehicles direct access to the AOA. This will add $4,077.12/yr to the existing lease

Rangers current lease: 43,261-sq. ft.
Ammended lease: 33,976-sq. ft.
8802 Total Raw Land Lease: 77,237-sq. ft.

Funding Source(s):

Financial Impact:

Add $4,077.12/yr to the existing lease. This rate is based off our $.12/sqft/yr raw land lease rate.

Other Information/Recommendation:

Attachments:

1. Ranger Parking Lot Legal Description   Ranger Parking Lot Legal Description.pdf

2. SJT-Ranger PKL-CATEX SJT-Ranger PKL-CATEX.pdf

Presentation:

Jeremy Valgardson

Approvals/Reviews:

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

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0 20 40 FEET 80 GRAPHIC SCALE 160

INTERNAL FENCING, ROADS, STRUCTURES AND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON.

SKG
ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT
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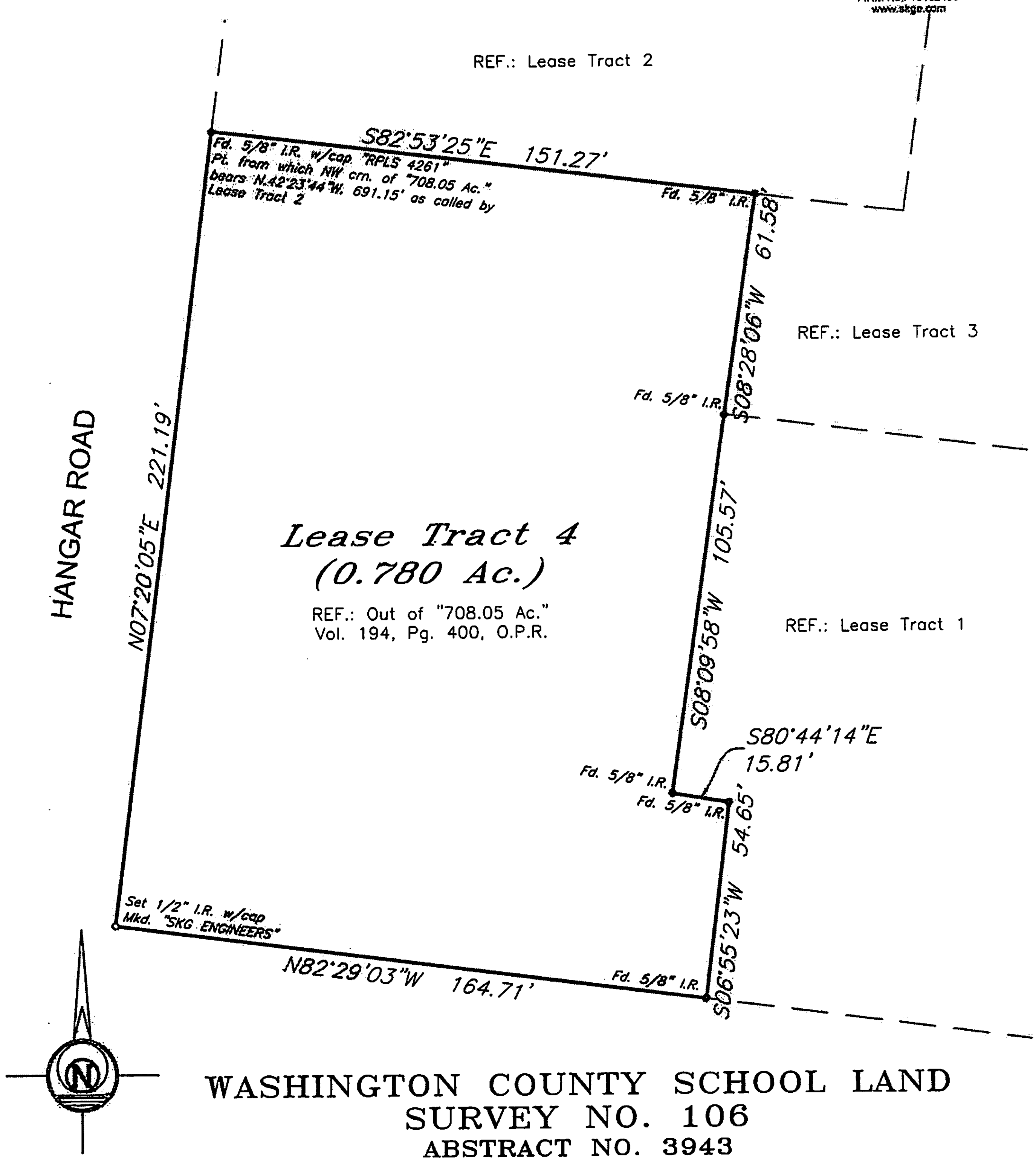


SCALE: 1"= 40'

BEARINGS RECITED HEREON ARE BASED ON TEXAS COORDINATE SYSTEM OF 1927, CENTRAL ZONE, BY GPS OBSERVATION.

HANGAR ROAD

PLAT SHOWING A SURVEY OF 0.780 ACRE OF LAND (LEASE TRACT 4) OUT OF "708.05 AC." OUT OF THE WASHINGTON COUNTY SCHOOL LAND SURVEY NO. 106, ABSTRACT NO. 3943, TOM GREEN COUNTY, TEXAS DESCRIBED AND RECORDED IN VOLUME 194, PAGE 400, OFFICIAL PUBLIC RECORDS OF TOM GREEN COUNTY, TEXAS. SEE ATTACHED FIELD NOTES.

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

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

Dated: August 12, 2024.

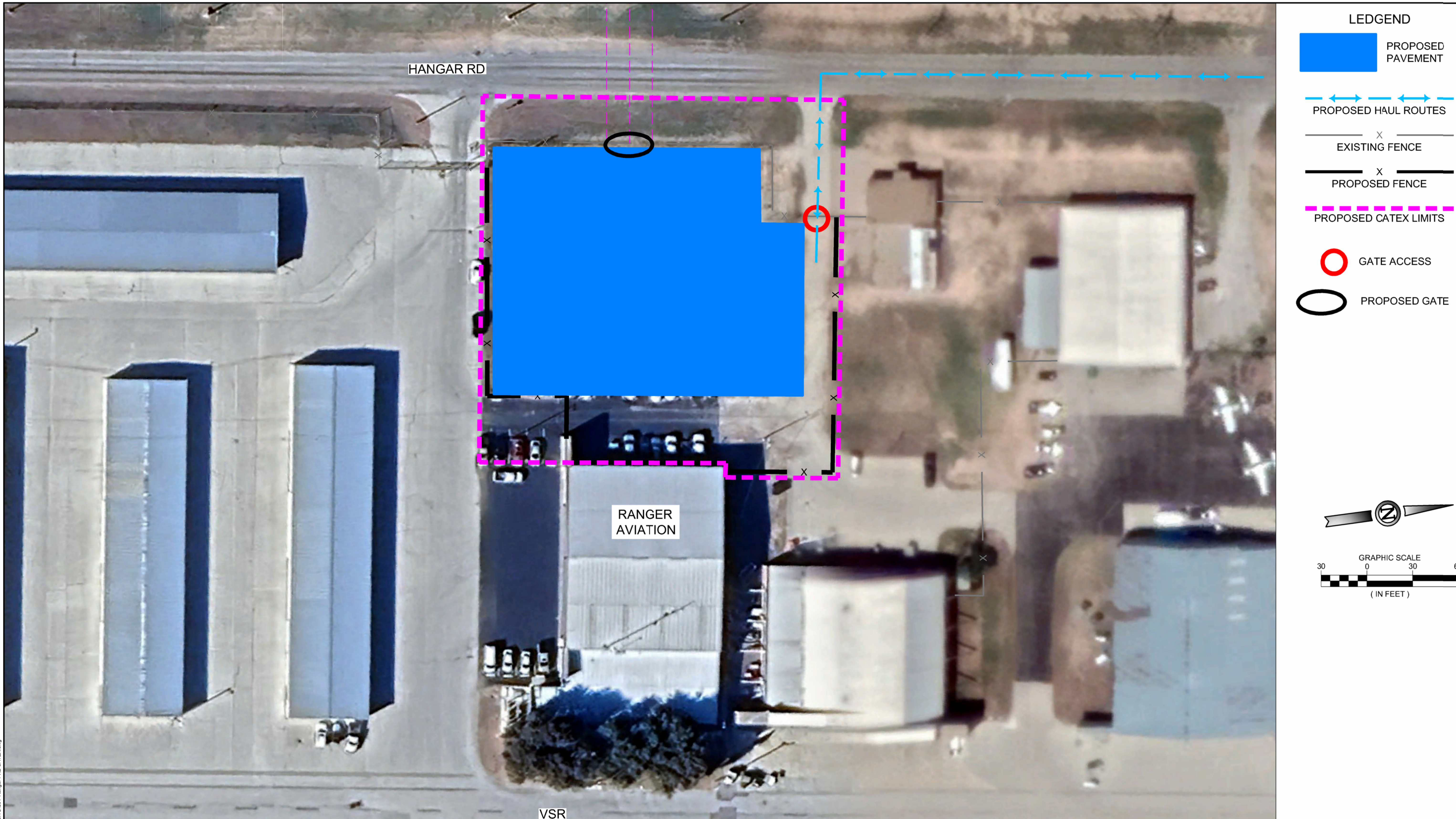
Russell T. Gully

RUSSELL T. GULLY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5636

STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
5636
PROFESSIONAL
LAND SURVEYOR

CG

24-S-1064



WOOLPERT
11750 KATY FREEWAY • SUITE 1260 • HOUSTON, TX 77079
PHONE: 346-409-2067 • www.woolpert.com

SAN ANGELO REGIONAL AIRPORT
RANGER AVIATION PARKING LOT

CATEX

DATE: MAY 2024

SHEET 1 OF 1

Plotted June 4, 2024 @ 9:33 AM by Bateman, Lynn
L:\SJT\SJT-Ranger Parking Lot\CAD\EXHIBITS\SJT-Ranger PKL-CATEX.dwg

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Charles Michalewicz, Engineer, Engineering Services

Meeting Date: October 15, 2024

Item type: Consent Item

Caption:

Consider awarding ES-01-25 Roadway Improvement-Glenna St., Edmund Blvd., and W. 29th St. Project to Reece Albert, Inc. in the amount of $10,024,426.93 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

The City published a Request for Bids on September 12, 2024, and one submission was received on October 3, 2024. The Project includes various roadway rehabilitation methods, including full depth reconstruction, and mill-and-overlay, traffic signal improvements at intersections, and the addition of pedestrian sidewalks and ramps along the Glenna Street, Edmund Boulevard, and West 29th Street Roadway project limits. Reece Albert Inc. was the only responsive bidder.

The bid documents included a Base Bid option with two Alternate Bid Options.

Staff recommends awarding the bid to Reece Albert, Inc. to include the base bid amount and $525,000.00 in contingency, which staff believes will give the City the best value. The total amount of the award will be $10,024,426.93

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Intergovernmental	103-1002-800.07-30	ST0005	$7,201,416
2022 Street Bond	534-3200-800.07-30	ST0005	$2,823,011

Financial Impact:

The Project will be funded with the remaining ARPA funds of $7,201,416 and $2,823,011 from 2022 street bond funds.

Other Information/Recommendation:

Staff recommends awarding the base bid with contingency to Reece Albert, Inc.

Attachments:

1. ES-01-25 Bid Tabulation ES-01-25 Bid Tabulation.pdf

Presentation:

Patrick Frerich

Approvals/Reviews:

Charles Michalewicz	Created/Initiated
Pete Madrid Jr.	Approved
Kevin Pate	Approved
Shane Kelton	Approved
Patrick Frerich	Approved
Jonathan Flores	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

City of San Angelo Purchasing Division

RFB Bid Tabulation

ES-01-25 • Roadway Improvements - Glenna Street, Edmund Boulevard, and West 29th Street

Thursday, October 3, 2024 *2:00 p.m.*

		REECE ALBERT, INC.	
Item 1	General	$	714,185.00
Item 2	Removal General Items	$	706,995.45
Item 3	Roadway General Items	$	7,252,492.89
Item 4	Traffic Improvement Items	$	631,020.08
Item 5	Signs, Pavement Markings and Delineators	$	194,733.51
Item Alternate 1	FDR Conventional Emulsion	$	385,408.52
Item Alternate 2	Full Depth Asphalt Pavement - Segment 3B	$	(71,296.76)
	Contingency	$	525,000.00
	Total Amount For Item 1-5	$	10,024,426.93
	Total Amount For Item 1-5 + Alt 1	$	10,409,835.45
	Total Amount For Item 1-5 + Alt 2	$	9,953,130.17

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Patrick Brody, Fire Chief, Fire Department

Meeting Date: October 15, 2024

Item type: Consent Item

Caption:

Consider awarding H-GAC Contract #FS12-23 fire apparatus Pierce Enforcer Heavy Duty Rescue from Siddons-Martin Emergency Group in the amount of $1,124,951.79 and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)

Staff Recommendation:

Approve

Summary/History:

The Fire Department is requesting authorization to purchase a Pierce Enforcer Heavy Duty Rescue truck from Siddons-Martin Emergency Group via H-GAC contract #FS12-23 in the amount of $1,124,951.79 and authorizing the City Manager or his designee to execute any related documents. The new apparatus acquisition will replace a 2010 Ferarra Heavy Rescue which will be moved to reserve status. The new Rescue Truck will be stationed at Central Fire Station. This purchase is budgeted through a capital allotment.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
537-9000-800.07-42	Property/Vehicles		$250,000.00
502-9000-800.0741	Property/Machinery		$874,951.79

Financial Impact:

Other Information/Recommendation:

Attachments:

1.	Pierce Heavy Rescue	Pierce Heavy Rescue.pdf
2.	San Angello SS4 HGAC ALL DISCOUNTS 2024-10-03 (002)	San Angello SS4 HGAC ALL DISCOUNTS 2024-10-03 (002).pdf

Presentation:

Patrick Brody

Approvals/Reviews:

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

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

September 30, 2024

Patrick Brody, Fire Chief
San Angelo Fire Department
306 W 1ST ST
San Angelo, TX 76903

Proposal For: San Angelo FD Heavy Duty Rescue

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Sand Angelo Fire Department. Unit will comply with all specifications attached and made a part of this proposal. This quote includes: one (1) pre-approval trip for three (3) personnel; one (1) final inspection trip for three (3) personnel; both trips include all accommodations and airfare. Total price includes delivery FOB San Angelo Fire Department and training on operation and use of the apparatus.

Description		Amount
Qty. 1 - 1112 - Pierce-Custom Enforcer Heavy Duty Rescue **(Unit Price - $1,287,610.00)** Delivery within 45-46 months of order date QUOTE # - SMEG-0008422-1		
	Vehicle Price	$1,287,610.00
	Chassis Prepay Discount	($16,329.10)
	Full Prepay Discount	($148,329.11)
	1112 - UNIT TOTAL	**$1,122,951.79**
	HGAC FS12-23 (FIRE)	$2,000.00
	TOTAL	**$1,124,951.79**

The price is guaranteed for 60 days.

Prepayment of $ 1,124,951.79 is due 30 days from Contract Execution. The prepayment is protected by a bond that is included in the price of the apparatus.

Additional: Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.
Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the “PPI”) has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the “Order Month”) and 14 months prior to the anticipated Ready for Pickup Date (the “Evaluation Month”), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the

time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

John Brunett

John Brunett

I, ____________________________, the authorized representative of SAN ANGELO FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

____

Signature & Date

HGACBuy	**CONTRACT PRICING WORKSHEET** **For MOTOR VEHICLES Only**	**Contract No.:**	**FS12-23**	**Date Prepared:**	10/3/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of San Angelo	**Contractor:**	Siddons-Martin Emergency Group
Contact Person:	Chief Brody	**Prepared By:**	Jeffrey Doran
Phone:	325656-3542	**Phone:**	1-800-784-6806
Fax:		**Fax:**	
Email:	patrick.brody@safire.com	**Email:**	jdoran@siddons-martin.com
Product Description	23SS - 102	**August 2024 Pricing**	**Enforcer HDR**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$964,546.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$446,532.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$0.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	**1**	**X Subtotal of A + B + C:**	1,411,078	=	**Subtotal D:**	$1,411,078.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	**Subtotal E:**	$2,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Chassis Discount	**-$16,329.10**	**Contract Discount**	-$123,468.00
Full prepayment discount due with Order	**-$148,329.11**		
		Subtotal F:	-$288,126.21

Delivery Date:	**46 months ARO**	**G. Total Purchase Price (D+E+F):**	$1,124,951.79

Respondent:		**Pierce**		
Code or Part No.	Quantity	Option Description	August 2024 Published Pricing	Customization
102	1	Add Frame Liner Custom	$2,981.00	
163B	1	ESC/ABS/ATC	$9,060.00	
150	1	Cummins X10 to PACCAR 510	$51,248.00	
160	1	EVS 3000 to 4000	$13,811.00	
166	1	Magnetic Grabber A	$1,420.00	
173	1	Steering with controls	$2,253.00	
186	1	Winch 9000#	$4,704.00	
174	1	Add Extended Bumper	$3,339.00	
187	1	Hitch, Receiver, Front, 10,000 lbs, Custom Chassis	$1,320.00	
184	6	Electric Power Only, Portable Winch	$1,710.00	
233	1	Upgrade to 84 extended cab	$19,759.00	
231	1	Raised roof, custom cab	$3,430.00	
221	1	Compartment Stoarge Crew Cab	$1,956.00	
205	1	Heavy Duty Metal Dash	$7,095.00	
227A	1	Heavy Duty HVAC	$5,136.00	
223	1	EMS Compartment in Cab	$4,580.00	
288	2	12 volt Circuit block	$832.00	
289	1	12 volt USB Connection	$325.00	
295	1	Camera System Rear only	$2,062.00	
311	1	Kussmaul Charger	$2,649.00	
318	1	Auto-eject 20 amp	$784.00	
328	1	430 amp Delco alternator	$5,679.00	
330	1	LED Headlights	$2,511.00	
337	8	12 volt LED Scene - B	$17,056.00	
344	1	12 volt LED Hi-Viz Brow C	$12,283.00	
391	4	Catwalk-Hatch Compartment, Each	$20,524.00	
403	1	Ladder Top Access Storage	$1,993.00	
579	1	Electric Awning Enclosed	$12,911.00	
564	1	LED Emergency Lighting C	$19,317.00	
580	2	Roof Rescue Eye (ea.)	$3,496.00	
572	1	Stokes Rack	$2,168.00	
462	20	SCBA Storage Bins (each)	$4,680.00	
455	11	Door pull strap (ea.)	$1,947.00	
353	1	DOT Lighting LED Upgrades	$2,790.00	
405	1	LED Compartment Lighting premium	$5,796.00	
422	3	Adjustable Comp. shelves	$873.00	
429	2	Tilt-out adjustable tray	$2,104.00	
435	5	Slide-out floor tray	$6,025.00	
451	2	C-Tech style drawers (per ea.)	$3,892.00	
441	3	Tool board 2-way slide	$9,171.00	
438	2	Swing-out tool board	$6,796.00	
448	1	Compartment Partition	$539.00	
845	1	Rescue Custom Poly Mount Package	$22,904.00	
450	2	HDR Floor Extension	$1,096.00	
569	7	Airbag Rack (each)	$2,408.00	
586	1	Emitter in Lightbar - A	$3,263.00	
602	1	Traffic Directing light bar "A"	$2,228.00	
621	1	Hydraulic 30 KW	$62,962.00	
638	1	Light Tower (B)	$20,101.00	
643	1	Electric Cord Reel with 200' of 10/3	$5,814.00	
649	1	Cascade - A	$17,047.00	
655	1	Breathing air fill-frag station	$17,687.00	
710	1	Two-tone cab paint	$4,348.00	
728	1	Graphics upgrade 1	$3,669.00	
		Base Bid	$964,546.00	

		Published Options	$446,532.00	
		Total Published Options	$1,411,078.00	
		Unpublished Options	$0.00	0%
		Total Options w/o HGAC Fee	$1,411,078.00	

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Patrick Brody, Fire Chief, Fire Department

Meeting Date: October 15, 2024

Item type: Consent Item

Caption:

Consider approving an interlocal agreement between the City of San Angelo and Tom Green County Sheriff's office for the operation of the Tactical Emergency Medical Service Team and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)

Staff Recommendation:

Approve

Summary/History:

This item is the interlocal agreement renewal with Tom Green County Sheriff's department for the operation of the Tactical Emergency Medical Service Team. The agreement will remain the same as last year and be effective from Oct 15, 2024 through September 30, 2025.

Funding Source(s):

Financial Impact:

The terms of this interlocal agreement include the COSA will provide Tactical Medics during team call outs and TGC pay $5000.00 per year for the TACMed teams services.

Other Information/Recommendation:

Attachments:

Presentation:

Patrick Brody

Approvals/Reviews:

Patrick Brody	Created/Initiated
Patrick Brody	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved

Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: October 15, 2024

Item type: Consent Item

Caption:

Consider an interlocal agreement with Tom Green County providing for Crisis Intervention Unit Services and making provision for the city's participation in costs associated with the Crisis Intervention Unit not to exceed $35,034 for fiscal year 2025 and authorizing the City Manager to negotiate and execute all related documents (Craig Thomason)

Staff Recommendation:

Approve

Summary/History:

During budget preparation for the current fiscal year, staff included a line item for disbursements to Tom Green County for Crisis Intervention Unit Services. The Crisis Intervention Unit responds to crisis calls involving crime victims. They provide crisis counseling, assessment of needs, information and referrals, emergency transportation, and assist with emergency protective orders for victims of family violence. This agreement details services which are provided to the City by the Crisis Intervention Unit.

Funding Source(s):

Financial Impact:

The City of San Angelo will pay the County $35,034 to support the Crisis Intervention Unit. The funds for this are budgeted in the Police Department 2025 budget.

Other Information/Recommendation:

Attachments:

1.	UTGGEUCU0D5HDMv2025 Interlocal CIU TGC.docx	httpUTGGEUCU0D5HDMv2025 Interlocal CIU TGC.docx (6).docx
2.	TGC Treasurer_Invoice CIU _FY2025	TGC Treasurer_Invoice CIU _FY2025.pdf

Presentation:

Craig Thomason

Approvals/Reviews:

Gail Smith	Created/Initiated
Travis Griffith	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

INTERLOCAL AGREEMENT BETWEEN

CITY OF SAN ANGELO AND TOM GREEN COUNTY

FOR SERVICES FROM THE COUNTY CRISIS INTERVENTION UNIT

This lnterlocal Agreement (hereinafter "this Agreement") is entered into, pursuant to the lnterlocal Cooperation Act, Texas Government Code Section 791.000 et. seq., by and between Tom Green County, (hereinafter "County") and the City of San Angelo, Texas, a Texas home rule municipal corporation situated in Tom Green County, Texas, (hereinafter "City"). City and County may be referred to as "Party" or "Parties" herein.

WITNESSETH

WHEREAS, the Crisis Intervention Unit (CIU) is a public service that assists victims of crime; and,

WHEREAS, CIU staff provide crisis counseling, assessment of needs, information and referrals, emergency transportation, assistance with emergency protective orders and respond to death scenes when requested; and,

WHEREAS, the services of the CIU have been jointly supported through interlocal agreement between the City of San Angelo and Tom Green County ; and,

WHEREAS, the services of the CIU provide a health and safety benefit for the citizens of the City and County;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions agreed upon by the Parties in order for City to participate in the costs and secure the benefits associated with the County CIU.

ARTICLE 2: TERM.

This Agreement shall be effective from and after October 1, 2024 (the Effective Date) subject to approval of the governing bodies of each of the parties; and shall terminate on September 30, 2025, unless earlier terminated as herein provided.

ARTICLE 3: OBLIGATIONS OF CITY.

City agrees to:

1. Pay to Tom Green County for CIU services the sum of Thirty-five Thousand Thirty-four Dollars and no cents ($35,034.00) upon execution of this Agreement.

2. Should County discontinue the provision of CIU services during the term of this agreement, County shall reimburse City a pro-rata share of sum paid by City for such services, based upon the period of time remaining under the Agreement in which CIU services are discontinued.

ARTICLE 4: OBLIGATIONS OF COUNTY.

County agrees to provide CIU services through the Tom Green County Sheriff's Department. The CIU services shall:

1. Include provision for sufficient staff and trained civilian volunteers.
2. Provide the CIU services three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
3. Respond to crisis calls involving crime victims in City and County.
4. Provide crisis counseling, assessment of needs, information and referrals, emergency transportation, assist with emergency protective orders for victims of family violence and stalking and respond to death scenes when requested.
5. Utilize the funds provided by City pursuant to this Agreement toward support in providing the CIU services, to include a portion of the salary, benefits and cell phone expenses of the CIU coordinator.

ARTICLE 5: NO JOINT VENTURE.

This Agreement is not intended to create a joint venture between the parties.

ARTICLE 6: STATUS OF EMPLOYEES.

Each Party shall retain supervision and control of its employees at all times while performing services pursuant to this Agreement. No employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other purpose. City agrees that all persons employed by it, although not required to furnish services hereunder, are at all times employees, agents or representatives of City and not of County, and County agrees that all persons employed by it to furnish services as required hereunder are at all times employees, agents or representatives of County and not of City. At no time shall such employees, agents or representatives of a Party be entitled to benefits conferred on the other entity's employees, agents or representatives.

ARTICLE 7: TERMINATION.

This Agreement may be terminated at any time by mutual agreement of the Parties, subject to approval of their governing bodies.

ARTICLE 8: EXECUTION.

This Agreement shall not become effective until approved by the governing body of each of the Parties.

ARTICLE 9: ENTIRE AGREEMENT.

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

ARTICLE 10: AMENDMENT.

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

ARTICLE 11: SEVERABILITY.

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

ARTICLE 12: FORCE MAJEURE.

In the event that either Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control or reasonable anticipation with the exercise of due diligence of a party hereto, the same shall not be considered a breach of this Agreement.

ARTICLE 13: EXCLUSIVITY.

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

ARTICLE 14: NOTICE.

Any notice to be given hereunder by either Party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To County:

Title:	County Judge
Address:	122 West Harris
	San Angelo, TX 76903
Telephone No.	325-653-3318
Fax No.	325-659-3258

To City:

Title:	City Manager

Address: 72 West College Ave.
San Angelo, TX 76903

Telephone No.: 325-657-4241
Facsimile No.: 325-657-4335

ARTICLE NO. 15: THIRD PARTIES /VENUE

Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.

Nothing herein contained shall be deemed to constitute a waiver by City or County of the immunities afforded them under state law.

ARTICLE NO. 16: ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.

Due to the unique nature of this Agreement, the Parties agree that neither City nor County may assign its rights or delegate its duties hereunder to any third Party without the prior written consent and approval of the other Party, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

ARTICLE NO. 17: CAPTIONS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

ARTICLE NO. 18: AVAILABILITY OF FUNDS.

Notwithstanding anything to the contrary in this Agreement, each party making any payment hereunder must make the payment from current revenues available to the paying party; and, the payment obligations of the parties to this Agreement are conditioned upon the availability of such funds.

[Signature Page to Follow]

IN WITNESS WHEREOF the undersigned execute this lnterlocal Agreement in their official capacities pursuant to authorization of the respective governing bodies of the parties.

TOM GREEN COUNTY:

By:______________________________________
Lane Carter, County Judge

By: _____________________________________
Nick Hanna, Sheriff

ATTEST:

____
Christina Ubando, County Clerk

CITY OF SAN ANGELO

By: ______________________________________
Daniel Valenzuela, City Manager

ATTEST:

____
Heather Stastny, City Clerk

APPROVED AS TO FORM:

____
Theresa James, City Attorney

Dianna Spieker CCT, CIO
"Your" Tom Green County Treasurer

September 24, 2024

San Angelo Police Department
C/O Budget Analyst Gail Smith
401 W Beauregard
San Angelo, TX 76903

RE: Invoice for Tom Green County Crisis Intervention Unit.

Tom Green County Crisis Intervention Unit Staff response to city calls

Please make your check payable to <u>Tom Green County Treasurer</u>

FY2025	Crisis Intervention Services	$35,034.00

Due November 30, 2024

Remittance: Treasurer Dianna Spieker
113 W. Beauregard
San Angelo, TX 76903

Please call if you have any questions.

Thank You,

Dianna Spieker
County Treasurer

00013900-43946 Internal Reference

Certified County Treasurer (CCT)-Certified Investment Officer (CIO)

Court Compliance
3020 N Bryant
San Angelo, Texas 76903
325-659-6469
325-659-3243 Fax
compliance@co.tom-green.tx.us

Treasurer
113 West Beauregard
San Angelo, Texas 76903
325-659-6520
325-659-6440 Fax
treasurer@co.tom-green.tx.us

Indigent Health Care
19 N Irving
San Angelo, Texas 76903
325-659-6566
325-659-4863 Fax
indigenthealthcare@co.tom-green.tx.us

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor:	Gail Smith, Budget Analyst, Police
Meeting Date:	October 15, 2024
Item type:	Consent Item

Caption:

Consider an interlocal agreement with Tom Green County providing for Mental Health Unit (MHU) services with associated costs not to exceed $125,028 for fiscal year 2025 and authorizing the City Manager to negotiate and execute all related documents (Craig Thomason)

Staff Recommendation:

Approve

Summary/History:

During the Budget process the City Council approved contributions to the County for provision of Mental Health Unit services. The Mental Health Unit responds to crisis calls involving the mentally ill, suicidal, or homicidal subjects for assessment and transport to the appropriate and safe facility. This agreement details services which are provided to the City by the Mental Health Unit.

Funding Source(s):

Financial Impact:

The City of San Angelo will pay the County $125,028 to support the Mental Health Unit. The funds for this are budgeted in the Police Department 2025 budget.

Other Information/Recommendation:

Attachments:

1.	UTGGEU9W0D3HV8vFY25 Interlocal TGC Mental Health	httpUTGGEU9W0D3HV8vFY25 Interlocal TGC Mental Hea (2).docx
2.	TGC Treasurer_Invoice_MHU_FY2025	TGC Treasurer_Invoice_MHU_FY2025.pdf

Presentation:

Craig Thomason

Approvals/Reviews:

Gail Smith	Created/Initiated
Travis Griffith	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

INTERLOCAL AGREEMENT BY AND BETWEEN
CITY OF SAN ANGELO AND TOM GREEN COUNTY
AND THE TOM GREEN COUNTY SHERIFF
FOR COUNTY MENTAL HEALTH UNIT SERVICES

This Interlocal Agreement (hereinafter "this Agreement") is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.000 *et. seq.*, by and between Tom Green County, and the Tom Green County Sheriff (hereinafter "County") and the City of San Angelo, Texas, a Texas home rule municipal corporation situated in Tom Green County, Texas, (hereinafter "City"). City and County may be referred to as "Party" or "Parties" herein.

WITNESSETH

WHEREAS, the Mental Health Unit (MHU) is a public service, first responder group that is called out by local law enforcement officer request; and,

WHEREAS, MHU staff respond to crisis calls involving the mentally ill or suicidal or homicidal subjects for assessment and transport to appropriate and safe facilities; and,

WHEREAS, the arrival of the MHU allows the patrol unit to return to their law enforcement duties in a timely manner; and,

WHEREAS, the services of the MHU have been jointly supported through interlocal agreement between the City of San Angelo and Tom Green County; and,

WHEREAS, the services of the MHU provide a health and safety benefit for the citizens of City and County.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions agreed upon by the Parties in order for City to participate in the costs and secure the benefits associated with the County MHU.

ARTICLE 2: TERM.

This Agreement shall be effective from and after October 1, 2024 (the Effective Date) subject to approval of the governing bodies of each of the parties and shall terminate on September 30, 2025, unless earlier terminated as herein provided.

ARTICLE 3: OBLIGATIONS OF CITY.

City agrees to:

1. Pay Tom Green County for MHU services the sum of One Hundred Twenty-five Thousand Twenty-eight Dollars and no cents ($125,028.00) upon execution of this Agreement.

2. Should County discontinue the provision of MHU services during the term of this agreement, County shall reimburse City a pro-rata share of sum paid by City for such services, based upon the period of time remaining under the Agreement in which MHU services are discontinued.

ARTICLE 4: OBLIGATIONS OF COUNTY.

County agrees to provide MHU services through the Tom Green County Sheriff's Department. The MHU services shall:

1. Consist of five (5) deputies and one (1) supervisor.

2. Provide the MHU services three hundred sixty-five (365) days per year, twenty-four (24) hours per day.

3. Respond to crisis calls involving the mentally ill or suicidal/homicidal subjects in City and County.

4. Assure that mentally ill and suicidal/homicidal subjects are assessed and transported to appropriate and safe facilities.

5. Utilize the funds provided by City pursuant to this Agreement toward support of providing the MHU services, to include salaries, supplies, equipment, and maintenance of equipment, including automobiles.

ARTICLE 5: NO JOINT VENTURE.

This Agreement is not intended to create a joint venture between the parties.

ARTICLE 6: STATUS OF EMPLOYEES.

Each Party shall retain supervision and control of its employees at all times while performing services pursuant to this Agreement. No employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other purpose. City agrees that all persons employed by it, although not required to furnish services hereunder, are at all times employees, agents or representatives of City and not of County, and County agrees that all persons employed by it to furnish services as required hereunder are at all times employees, agents or representatives of County and not of City. At no time shall such employees, agents or representatives of a Party be entitled to benefits conferred on the other Party's employees, agents or representatives.

<u>ARTICLE 7: TERMINATION.</u>

This Agreement may be terminated at any time by mutual agreement of the Parties, subject to approval of their governing bodies.

<u>ARTICLE 8: EXECUTION.</u>

This Agreement shall not become effective until approved by the governing body of each of the parties. .

<u>ARTICLE 9: ENTIRE AGREEMENT.</u>

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

<u>ARTICLE 10: AMENDMENT.</u>

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

<u>ARTICLE 11: SEVERABILITY.</u>

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

<u>ARTICLE 12: FORCE MAJEURE.</u>

In the event that either Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control or reasonable anticipation with the exercise of due diligence of a Party hereto, the same shall not be considered a breach of this Agreement.

<u>ARTICLE 13: EXCLUSIVITY.</u>

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

ARTICLE 14: NOTICE.

Any notice to be given hereunder by either Party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To County:

Title:	County Judge
Address:	122 West Harris San Angelo, Texas 76903
Telephone No.:	325/653-3318
Facsimile No.:	325/659-3258

To City:

Title:	Attn: Daniel Valenzuela, City Manager
Address:	72 West College Ave. San Angelo, Texas 76903
Telephone No.:	325/657-1070
Facsimile No.:	325/657-4335

ARTICLE NO. 15: THIRD PARTIES/VENUE.

Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

Venue for any proceeding brought pursuant to this Agreement shall be in Tom Green County, Texas.

Nothing herein contained shall be deemed to constitute a waiver by City or County of the immunities afforded them under State law.

ARTICLE NO. 16: ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.

Due to the unique nature of this Agreement, the Parties agree that neither City nor County may assign its rights or delegate its duties hereunder to any third Party without the prior written consent and approval of the other Party, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

ARTICLE NO. 17: CAPTIONS.

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

ARTICLE NO. 18: AVAILABILITY OF FUNDS.

Notwithstanding anything to the contrary in this Agreement, each party making any payment hereunder must make the payment from current revenues available to the paying party; and, the payment obligations of the parties to this Agreement are conditioned upon the availability of such funds.

IN WITNESS WHEREOF the undersigned execute this Interlocal Agreement in their official capacities pursuant to authorization of the respective governing bodies of the parties.

TOM GREEN COUNTY:

By:

____
Judge Lane Carter
Tom Green County

By: ______________________________
Nick Hanna, Tom Green County Sheriff

ATTEST:

____
Christina Ubando, County Clerk

CITY OF SAN ANGELO:

By: ______________________________
Daniel Valenzuela, City Manager

ATTEST:

____
Heather Stastny, City Clerk

Approved as to content:

By: ______________________________
Travis Griffith,
City of San Angelo Police Chief

Approved as to form:

By: ______________________________
Theresa James,
City Attorney

Dianna Spieker CCT, CIO
"Your" Tom Green County Treasurer

September 24, 2024

San Angelo Police Department
C/O Budget Analyst Gail Smith
401 W Beauregard
San Angelo, TX 76903

RE: Invoice for Tom Green County Mental Health Unit.

Tom Green County Constables Mental Health Unit officer's response to city calls for Mental Health services.

Please make your check payable to Tom Green County Treasurer

FY2025	Mental Health Unit Services	$125,028.00

Due November 30, 2024

Remittance: Treasurer Dianna Spieker
113 W. Beauregard
San Angelo, Texas 76903

Please call if you have any questions.

Thank You,

Dianna Spieker

Dianna Spieker
County Treasurer

00013900-43950 Internal Reference

Certified County Treasurer (CCT)-Certified Investment Officer (CIO)

Court Compliance
122 West Harris
San Angelo, Texas 76903
325-659-6469
325-659-3243 Fax
compliance@co.tom-green.tx.us

Treasurer
112 West Beauregard
San Angelo, Texas 76903
325-659-6520
325-659-6440 Fax
treasurer@co.tom-green.tx.us

Indigent Health Care
19 N Irving
San Angelo, Texas 76903
325-659-6566
325-659-4863 Fax
indigenthealthcare@co.tom-green.tx.us

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Nora Nevarez, Executive Office Coordinator, Economic Development

Meeting Date: October 15, 2024

Item type: Consent Item

Caption:

Consider ratifying a resolution authorizing the use of sales and use tax funds in an amount not to exceed $59,500 for purposes of awarding a contract to Inter/Direct U.S.A., Ltd, d/b/a Community Development Strategies (CDS) for professional services to prepare an update to the 2019 San Angelo Rental Housing Study that assessed overall housing needs in the competitive market area, including workforce and affordable housing, a project authorized for a Type B corporation under Local Government Code Chapters 501 & 505, Subchapter D, authorizing the Board President to negotiate and execute all necessary documents (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

COSADC funded a Housing Study published in 2019 which looked at economic trends, demographics, market trends and demand for additional housing in San Angelo. That study,(Pre-COVID) is now 5 years old and the price of housing has increased significantly nationwide.Staff have obtained a proposal from Community Development Strategies (CDS), the firm who prepared the 2019 study, for an update of that study. The total cost of the update is $56,500 plus a not to exceed amount of $3,000 for travel expenses.

The previous study has been useful in providing information to business prospects as well as home builders. Staff is recommending obtaining an update to this study. On September 25, 2024, COSADC approved.

Funding Source(s):

Financial Impact:

$56,500 plus up to $3,000 travel expenses for a new project. Budget amendment required.

Other Information/Recommendation:

Attachments:

Presentation:

Michael Dane

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Michael Dane	Approved
Theresa James	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Heather Stastny, City Clerk, City Clerk

Meeting Date: October 15, 2024

Item type: Regular Item

Caption:

Consider a resolution nominating candidates to serve on the Board of Directors of the Tom Green Council Appraisal District (Presentation made by City Clerk Heather Stastny)

Staff Recommendation:

Adopt

Summary/History:

The nomination and appointment process for the Board of Directors is set out in Section 6.03 of the Texas Property Tax Code as a two-part process.
First, the City Council must nominate five individuals to serve on the Appraisal District Board no later than October 15, 2024.

Senate Bill 2 now provides that directors appointed by the taxing units participating in the district serve staggered four-year terms beginning on January 1 of every other even numbered year. For the staggered terms to take effect, the taxing units will appoint all five directors this year, with two appointed to one-year terms and three appointed to three-year terms. In 2025, two places on the board of directors will be up for appointment, with the other three appointments occurring in 2027.

All current members have expressed a willingness to serve additional terms if elected. Those currently serving are:

- Louis Gomez
- Kandi Pool
- Bob Reeves
- Scott Tankersley
- Eric Wilson

Eligibility requirements for serving on the appraisal district board are outlined in Section 6.03(a), 6.035(a)(b), 6.036, and 6.05(f). All nominees must be a resident of the appraisal district and must have resided in the district for at least two years immediately preceding the date of taking office.

Second, once all taxing entities in TGC have nominated their five individuals, the chief appraiser will prepare a ballot. The City of San Angelo will receive their ballot and must vote at a City Council Meeting prior to December 15, 2024. Council may distribute its 1,529 votes in any manner it desires. In the past, several methods have been used:

- Each council member has been given an equal number of votes to cast for whichever candidates they support (218 votes each, with the remaining 3 votes decided by majority)
- The Council has, as a whole, selected to endorse one primary candidate and has allotted that person sufficient votes to ensure they sit on the board (1,001 votes, with the remaining 528 votes split among other candidates)
- The Council has, as a whole, decided to distribute their votes evenly among all incumbents (305 votes per incumbent, with the remaining votes 4 votes decided by majority)

There is no provision for write-in candidates.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1.	2025 Appointment Letter for BOD Positions	2025 Appointment Letter for BOD Positions.pdf
2.	DRAFT CC TGCAD Nominations Resolution	DRAFT CC TGCAD Nominations Resolution.docx

Presentation:

Heather Stastny

Approvals/Reviews:

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

TOM GREEN COUNTY APPRAISAL DISTRICT
2302 Pulliam St. • San Angelo, TX 76905
Office 325-658-5575 Fax 325-657-8197

September 26, 2024

Re: Nomination of Candidates to Serve on the Board of Directors of the Tom Green County Appraisal District

Dear Mr. Valenzuela,

In 2023, the Legislature enacted Senate Bill 2 which, among other things, changes the method of the selection of directors to appraisal district boards of directors. The bill provides that for appraisal districts in counties 75,000 and over in population, three members are elected by popular vote, and the tax assessor-collector now becomes a voting ex officio member. Five directors are appointed by the taxing units participating in the District, with votes allocated by tax levy, as has been the longstanding practice in the Tom Green County Appraisal District. This means that there are a total of nine members on the Board where there had been five.

Senate Bill 2 now provides that directors appointed by the taxing units participating in the district serve staggered four-year terms beginning on January 1 of every other even-numbered year. The bill provides that for the staggered terms to take effect, the taxing units will appoint all five directors this year, with two appointed to one-year terms and three appointed to three-year terms. In 2025, two places on the board of directors will be up for appointment with the other three appointments occurring in 2027.

All five of the current Directors have expressed their willingness to serve another term if elected. The current members of the Board of Directors are as follows:

Bob Reeves
Eric Wilson
Kandi Pool
Louis Gomez
Scott Tankersley

If you nominate the existing Board of Directors, please note that you will need to nominate two members to one-year terms and three to three-year terms. The steps for selecting a new nomination are listed below.

Chapter 6 of the Tax Code provides for the following actions to be taken:

- The chief appraiser calculates the number of votes to which each taxing unit is entitled and delivers written notice of the voting entitlements before October 1, 2024.

- Each eligible taxing unit may nominate by resolution adopted by its governing body one candidate for each of the five positions to be filled. **For this year, you will need to nominate candidates to one-year or three-year terms as discussed earlier in this letter.** The resolution must be adopted prior to October 15, 2024. The presiding officer of the governing body of the voting unit shall submit the names of its nominees to the chief appraiser prior to October 15, 2024.The chief appraiser shall prepare a ballot, listing the candidates alphabetically and shall deliver the ballot to the presiding officer of each of the voting jurisdictions prior to October 30, 2024.

- The governing body of each taxing unit shall determine its vote by resolution and submit it to the chief appraiser prior to December 15, 2024.

- The chief appraiser shall count the votes, declare the five (5) candidates who receive the largest vote totals elected, and submit the results to the governing body of each unit and to the candidates prior to December 31, 2024.

- These directors begin their terms of office January 1, 2025.

Eligibility requirements for serving on the appraisal district board of directors are outlined in Section 6.03(a), 6.035(a)(b), 6.036 and 6.05(f).

The taxing units eligible to vote and currently participating in the appraisal district and their voting entitlement under Section 6.03(a), are as follows

TAXING UNIT	2023 LEVY	2023 % OF LEVY	ELIGIBLE VOTES
CISD	$3,146,791.76	1.7706%	89
TGC	$48,592,532.02	27.3429%	1367
COSA	$54,349,289.92	30.5822%	1529
GCISD	$3,940,770.47	2.2174%	111
MISD	$542,825.26	0.3054%	15
SAISD	$55,018,424.37	30.9587%	1548
VBISD	$2,507,264.93	1.4108%	71
WISD	$6,450,078.26	3.6294%	181
WVISD	$2,708,629.24	1.5241%	76
	$177,715,279.36		

Please notify me of any questions you may have.

Sincerely,

Tyler Johnson

Tyler Johnson, Chief Appraiser
Tom Green County Appraisal District

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, NOMINATING CANDIDATE(S) ELIGIBLE FOR A POSITION ON THE BOARD OF DIRECTORS OF THE TOM GREEN COUNTY APPRAISAL DISTRICT FOR STAGGERED TERMS IN ACCORDANCE WITH THE PROPERTY TAX CODE

WHEREAS, Section 6.03, Property Tax Code, State of Texas, allows a municipality that is a taxing unit in an appraisal district to nominate one candidate for each of the five positions to be filled on the board of directors of the Tom Green County Appraisal District; and

WHEREAS, the City of San Angelo is a taxing unit of the Tom Green County Appraisal District; and

WHEREAS, the City Council as governing body of the City of San Angelo desires to exercise its right to nominate one candidate for each of the five positions to be filled on the board of directors of the Tom Green County Appraisal District for staggered terms in accordance with Section 6.0301 of the Property Tax Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Angelo, Texas:

Section 1: That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2: That the following eligible individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Tom Green County Appraisal District for staggered terms as indicated below to be filled by vote of the taxing units participating in the Tom Green County Appraisal District:

1. ____________________________ to a one (1) year term ending December 31, 2025.
2. ____________________________ to a one (1) year term ending December 31, 2025.
3. ____________________________ to a three (3) year term ending December 31, 2027.
4. ____________________________ to a three (3) year term ending December 31, 2027.
5. ____________________________ to a three (3) year term ending December 31, 2027.

Section 3: That the Mayor for the City of San Angelo, as presiding officer, be, and that she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Tom Green County Appraisal District on or before October 15, 2024.

Section 4: That this resolution shall take effect immediately from and after its passage, in accordance with the provisions of the State Statutes of the State of Texas.

Section 5: Open Meetings Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Motion made by Council Member ___________________, seconded by Council Member ___________________. Motion carried unanimously.

ADOPTED on this 15th day of October 2024.

THE CITY OF SAN ANGELO, TEXAS:

____
Brenda Gunter, Mayor

ATTEST:

____
Heather Stastny, City Clerk

APPROVED AS TO FORM:

____
Brandon Dyson, Interim City Attorney

Received in the office of the Chief Appraiser, Tom Green County Appraisal District, on the _____ day of __________________, 2024.

____
Tyler Johnson, Chief Appraiser

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Tina Dierschke, Finance Director, Finance

Meeting Date: October 15, 2024

Item type: Regular Item

Caption:

Discuss and consider adoption of an Ordinance authorizing the issuance and sale of City of San Angelo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2024; appointing a pricing officer and delegating to the pricing officer the authority to approve on behalf of the City the sale of the Certificates, the terms of the Certificates and the offering documents for the Certificates; establishing certain parameters for the approval of such matters by the pricing officer; approving the use of a Paying Agent/Registrar Agreement; levying an annual ad valorem tax and providing for the security for and payment of said Certificates; providing an effective date; and enacting other provisions relating to the subject (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Adopt

Summary/History:

Adopt an ordinance for the issuance of Series 2024 Certificates of Obligation. Series 2024 certificates are associated with projects related to Street Improvements and Reconstruction.

Publication of notice of intention to issue a combination of tax and limited surplus revenue Certificates of Obligation was approved by the City Council on August 19, 2024.

Funding Source(s):

Financial Impact:

Debt service obligation associated with issuance: $20,000,000

Other Information/Recommendation:

Attachments:

1.	Ordinance (San Angelo 2024 COs)	Ordinance (San Angelo 2024 COs).docx
2.	San Angelo Parameters Sale - Certificates of Obligation Series 2024	San Angelo Parameters Sale - Certificates of Obligation Series 2024.pptx

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Ryan Gaddy	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

ORDINANCE NO. ______

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SAN ANGELO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE ON BEHALF OF THE CITY THE SALE OF THE CERTIFICATES, THE TERMS OF THE CERTIFICATES AND THE OFFERING DOCUMENTS FOR THE CERTIFICATES; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER; APPROVING THE USE OF A PAYING AGENT/REGISTRAR AGREEMENT; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTY OF TOM GREEN §
CITY OF SAN ANGELO §

WHEREAS, the City Council of the City of San Angelo, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Subchapter B, Chapter 1502, Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Clerk to give notice of intention to issue Certificates of Obligation, and said notice has been duly posted on the Issuer's internet website and duly published in a newspaper of general circulation in the Issuer, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code, as amended;

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved;

WHEREAS, the Issuer is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least $100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation;

WHEREAS, the City Council of the Issuer hereby finds and determines that it is in the best interests of the Issuer to issue the Certificates of Obligation hereinafter authorized, for the purposes stated, and to delegate to the Pricing Officer (hereinafter designated) the authority to act on behalf of the Issuer in selling and delivering the Certificates of Obligation and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Section 1371.053, Texas Government Code; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of San Angelo, Texas (the "Issuer") are hereby authorized to be issued and delivered in the maximum aggregate principal amount hereinafter set forth for paying all or a portion of the Issuer's contractual obligations incurred in connection with or a portion of the Issuer's contractual obligations to be 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 (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each Certificate of Obligation issued pursuant to this Ordinance shall be designated: "CITY OF SAN ANGELO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2024," and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 11 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates of Obligation shall be in the respective denominations and principal amounts, shall be dated, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Section 1371.053, Texas Government Code, as amended, the Assistant City Manager and Finance Director of the Issuer (each, a "Pricing Officer") are hereby authorized to act on behalf of the Issuer in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance, including, determining the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the price at which the Certificates will be sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Certificates, including without limitation, procuring municipal bond insurance, including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements, and approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Certificates shall not exceed $20,250,000;

(ii) the final maturity of the Certificates shall not exceed February 15, 2045; and

(iii) the maximum interest rate shall not exceed the highest rate permitted by Chapter 1204, Texas Government Code.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer prior to the 180th following the adoption of this Ordinance. The Certificates shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the City Council of the Issuer hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Certificates as set forth in this Ordinance is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 4. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the designated office of the bank named in the Pricing Certificate as the paying agent/registrar for the Certificates (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Certificates (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, conversions 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, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates 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, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(b) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and 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 conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Office of the Attorney General of the State of Texas (the "Attorney General"), and registered by the Office of the Comptroller of Public Accounts of the State of Texas (the "Comptroller").

(c) Payment of Principal 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 Certificates, 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 Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (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 Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each 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) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(e) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be a single entity. 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) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 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 Certificates, 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 each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(g) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(h) Blanket Letter of Representations. The previous execution and delivery of the Blanket Issuer Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Should DTC require an updated Blanket Issuer Letter of Representations to be submitted by the Issuer, the Issuer's Finance Director is hereby authorized and directed to execute and deliver an updated Blanket Issuer Letter of Representations to DTC in the name and on behalf of the Issuer. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Blanket Issuer Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(i) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(j) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(k) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the Issuer to DTC.

(l) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates 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 Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate 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 Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(m) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the initial purchaser of the Certificates or its designee, executed by manual or facsimile signature of the Mayor and City Clerk, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall insert the Delivery Date on Certificate No. T-1, cancel the initial Certificate and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 5. FORM OF CERTIFICATES. The form of the Certificates, 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 Certificates 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 Certificate.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL AMOUNT
$_________

CITY OF SAN ANGELO, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2024

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
	__________, 2024	___________, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of San Angelo, in Tom Green County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on ____________, 20__, and semiannually on each ______ and_________ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of ____, _______, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such 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 Certificate (the "Certificate 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 at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, 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. In the event of a non-payment 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 Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

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

IF THE DATE for the payment of the principal of or interest on this Certificate 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 CERTIFICATE is one of a series of Certificates dated _____________, 2024, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $__________ for paying all or a portion of the Issuer'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.

ON _____________, 20__, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, 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 Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates 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 each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; 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 any Certificate. 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 the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, 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) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate 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 Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, 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, and that this Certificate is additionally secured by and payable from a limited pledge of the Surplus Revenues of the Issuer'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 Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate 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 Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, by 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 Certificate.

(signature)	(signature)
City Clerk	Mayor

(SEAL)

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

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate 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 Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series 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: ___________________________.

____
________, Texas
Paying Agent/Registrar

By: ___________________________________
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

(Please print or type 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 Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ____, attorney, to register the transfer of the within Certificate 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 Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Comptroller's Registration Certificate.

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 Certificate and that this Certificate 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)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF SAN ANGELO, TEXAS, in Tom Green County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on ___________ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates

(Information from Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on _______, 20__, and semiannually on each _________ and________ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(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 accounted for 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 Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are 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 Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates 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 any of said Certificates are 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 Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a pledge of revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues". The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually 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 subsection (a) of this section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation 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, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 7. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, 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 insure 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 all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate 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, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsections (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 Certificates for redemption; (2)

gives notice of the reservation of that right to the owners of the Defeased Certificates 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 Certificates 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 Defeased Certificates 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 subsections 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, 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 State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates 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.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

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

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate 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 Certificate, 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 Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this , in the event any such Certificate 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 Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

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

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement certificate 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 certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 4(b) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(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 Certificates as obligations 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 Certificates (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 by the Certificates (the "Project") 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 Certificates, 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 Certificates 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 Certificates (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 Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates 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 Certificates, 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 Certificates, other than investment property acquired with –

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

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("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 Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do 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 proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements 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 Certificates) 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 Certificates have 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 Certificates 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 Certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations. 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. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, 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 Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, 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 Certificates under section 103 of the Code.

(d) The Issuer hereby authorizes and directs the Mayor, City Manager, Assistant City Manager, and Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(e) Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. 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.

(f) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. 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 an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(g) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 11. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates shall be sold and delivered subject to the provisions of Sections 1 and 3 through a competitive sale pursuant to the terms and provisions of the Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement distributed on October 10, 2024, as supplemented and amended (collectively, the "Preliminary Official Statement") which documents the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "Initial Purchaser") of the Certificates shall be designated. The Certificates shall initially be registered in the name of the Initial Purchaser thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a final official statement relating to the Certificates to be used by the Initial Purchaser in the marketing of the Bonds. The distribution and use of the Preliminary Official Statement prior to the date hereof has been and is hereby approved by the governing body of the Issuer, and its use in the offer and sale of the Certificates is hereby approved.

(c) The Mayor, City Manager, City Clerk and Finance Director, and each of them, 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 documents, certificates and 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 Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, 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. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Pricing Officer is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining to the Certificates pending their delivery and the investigation, examination, and approval by the Attorney General of the State of Texas, and registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Initial Certificate, said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the Initial Purchaser to accept delivery of the Certificates is subject to the Initial 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 Certificates to the Initial Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or City Manager of the Issuer and the Mayor and the City Manager are each hereby authorized to execute such engagement letter.

Section 13. INVESTMENT AND SECURITY OF FUNDS. (a) Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) The Issuer may place proceeds of the Certificates (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 Certificates will be used as soon as practicable for the purposes for which the Certificates are 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 14. CONSTRUCTION FUND.

The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2024 Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund and used in the manner described in Section 6 of this Ordinance.

Section 15. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (A) within six months after the end of each fiscal year ending in or after 2024, financial information and operating data with respect to the Issuer of the general type included in the final Official under Tables 1 through 6 and 8 through 15; and (B) within 12 months after the end of each fiscal year ending in or after 2024, audited financial statements, if the Issuer commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the Issuer will provide unaudited financial information of the type in the numbered tables described above by the required time and will provide the Issuer's annual audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;

2. Modifications to rights of Certificateholders;

3. Certificate calls;

4. Release, substitution, or sale of property securing repayment of the Certificates;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

6. Appointment of a successor or additional trustee or the change of name of a trustee; and

7. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of an obligated person; and

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

For the purposes of the above described event notices, the term "financial obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or source of payment for, an existing or planned debt obligation, or (ii) a guarantee of (i) or (ii); provided, however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 16. 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 any holder, 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 holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment 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 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for 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 each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, 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 all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

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

Section 17. 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 any of the Certificates 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 Certificates, including, but not limited to, their 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 any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) 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 Owners 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 Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(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 Certificates 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 Certificates 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 Certificate 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 or employees of the Issuer or the City Council.

Section 18. APPROPRIATION. To pay the debt service coming due on the Certificates, 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 19. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 20. 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.

(Execution Page Follows)

APPROVED AND ADOPTED ON THE 15TH DAY OF OCTOBER, 2024.

THE CITY OF SAN ANGELO, TEXAS

____
Brenda Gunter, Mayor

Attest:

____
Heather Stastny, City Clerk

Approved As to Form:

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

Approved As to Content:

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

[CITY SEAL]

City of San Angelo, Texas

Parameters Sale - Certificates of Obligation, Series 2024

October 15, 2024

SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

Vince Viaille | Managing Director
Office 214.373.3911 | Cell 806.773.4546
vince@spfmuni.com

Paul Jasin | Managing Director
Office 214.373.3911 | Cell 214.288.7898
paul@spfmuni.com

Patrick Smith | Managing Director
Office 214.373.3911 | Cell 214.499.0412
patrick@spfmuni.com

Overview of the Plan of Finance

Summary

- Today, the City of San Angelo (the "City") will consider adoption of a Parameters Ordinance delegatory pricing authority to the Pricing Officer(s) allowing the City flexibility to access the bond market in a timely and efficient manner with the goal of obtaining the lowest possible interest rate.

  - The estimated net proceeds from the issuance of Certificates is $20,000,000 (*preliminary; subject to change*).

  - Proceeds from the issuance will be used towards the City's streets program (*constructing and improving streets, roads, alleys, bridges and sidewalks including related utility relocation, drainage, signalization, landscaping, screening walls, lighting and signage*).

- The deadline for bids to be submitted is October 17, 2024, at 9:00am. Once the bids are received, the Pricing Officer will award the Certificates to the winning bidder as calculated by the lowest interest rate.

- The proposed Certificates are scheduled to close on November 14th.

- Within the analysis, the following primary assumptions are utilized:

  - Current interest rates plus 25 basis points as a hedge against potential upward rate movement.

  - Initial interest payment will occur on August 15, 2025, and the initial principal payment will occur on February 15, 2026.

Parameters for the Sale of Certificates

Parameters Overview (2024 Certificates)	
Maximum Allowable Par Amount	$20,250,000
Maximum Final Maturity	February 15, 2045
Maximum Rate	As allowed by law

Proforma Debt Service

Tax Supported Debt Service

FYE 9/30	Adjusted Taxable Value [2]	Est. AV Growth	*Existing Tax Supported D/S*	*Prelim. C/Os, Series 2024* Dated: Nov. Principal	TIC @ 4.25% Interest	Estimated Total D/S	($25mm) *Prelim. C/Os, Series 2026* *Est. TIC: 4.72%* Estimated Total D/S	Future *Rolling Note Program* *Est. TIC: 5.75%* Estimated Total D/S	Use of Existing I&S Fund Balance	Estimated Existing and Proposed Tax Supported D/S	Estimated Existing & Proposed I&S Tax Rate [3]	Estimated Tax Rate Change
2024	$7,672,299,621	10.45%	$ 7,269,196	$ -	$ -	$ -	$ -	$ -	-	$ 7,269,196	$ 0.1143	
2025	7,721,492,354	0.64%	9,348,767	-	642,929	642,929	-	-	(282,880)	9,708,816	0.1290	
2026	7,721,492,354	0.00%	7,560,518	1,320,000	827,675	2,147,675	-	-	-	9,708,193	0.1290	(0.0000)
2027	7,953,137,125	3.00%	4,474,438	790,000	785,475	1,575,475	2,031,438	1,920,100	-	10,001,450	0.1290	
2028	8,191,731,238	3.00%	4,591,738	1,015,000	749,375	1,764,375	2,025,000	1,920,100	-	10,301,213	0.1290	
2029	8,437,483,176	3.00%	4,630,613	700,000	715,075	1,415,075	1,963,500	1,920,100	-	9,929,288	0.1207	
2030	8,690,607,671	3.00%	4,856,713	725,000	686,575	1,411,575	1,961,500	1,920,100	-	10,149,888	0.1198	
2031	8,951,325,901	3.00%	5,045,356	755,000	656,975	1,411,975	1,962,375	1,920,100	-	10,339,806	0.1185	
2032	9,040,839,160	1.00%	5,054,144	785,000	626,175	1,411,175	1,961,000	1,920,100	-	10,346,419	0.1174	
2033	9,131,247,552	1.00%	5,033,684	820,000	594,075	1,414,075	1,962,250	1,920,100	-	10,330,109	0.1160	
2034	9,222,560,027	1.00%	5,035,900	850,000	560,675	1,410,675	1,961,000	1,920,100	-	10,327,675	0.1149	
2035	9,314,785,627	1.00%	5,031,275	885,000	525,975	1,410,975	1,962,125	1,920,100	-	10,324,475	0.1137	
2036	9,407,933,484	1.00%	4,651,691	925,000	489,775	1,414,775	1,960,500	1,920,100	-	9,947,066	0.1084	
2037	9,502,012,818	1.00%	4,967,425	960,000	452,075	1,412,075	1,961,000	1,920,100	-	10,260,600	0.1108	
2038	9,597,032,947	1.00%	4,966,888	1,000,000	412,375	1,412,375	1,958,500	1,920,100	-	10,257,863	0.1096	
2039	9,693,003,276	1.00%	3,696,500	1,045,000	365,750	1,410,750	1,962,750	1,920,100	-	8,990,100	0.0951	
2040	9,789,933,309	1.00%	3,704,100	1,100,000	312,125	1,412,125	1,963,500	1,920,100	-	8,999,825	0.0943	
2041	9,887,832,642	1.00%	1,364,100	1,155,000	258,638	1,413,638	1,960,750	1,920,100	-	6,658,588	0.0691	
2042	9,986,710,968	1.00%	1,361,700	1,205,000	205,538	1,410,538	1,959,375	1,920,100	-	6,651,713	0.0683	
2043	10,086,578,078	1.00%	-	1,265,000	149,963	1,414,963	1,959,125	1,920,100	-	5,294,188	0.0538	
2044	10,187,443,859	1.00%	-	1,320,000	91,800	1,411,800	1,959,750	1,920,100	-	5,291,650	0.0533	
2045	10,289,318,297	1.00%	-	1,380,000	31,050	1,411,050	1,961,000	1,920,100	-	5,292,150	0.0528	
2046	10,392,211,480	1.00%	-	-	-	-	1,957,750	1,920,100	-	3,877,850	0.0383	
			$92,644,743	$20,000,000	$10,140,066	$ 30,140,066	$ 39,354,188	$ 38,402,000	$ (282,880)	$ 200,258,117		

Assumptions:

[1] Interest rate for illustrative purposes.

[2] FY2024 & 2025 Assessed Valuations are provided by the City.

[3] Est. tax collections rate: 97.5%

History of Tax-Exempt Interest Rates

Since 1961

History of Municipal Interest Rates

Current	3.81
Minimum	2.02
Average	5.43
Maximum	13.44
% of Time Higher	
Since 1961	77.78%
Last 20 Years	57.95%
Last 10 Years	25.48%
Last 5 Years	15.71%
Last Year	53.85%

Financing Timeline

Proposed Series 2024 Certificates

August

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

September

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

October

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

November

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

Denotes City Council Meeting Date

Denotes Closing Date

Date	Task
Monday, August 19, 2024	**City Council Meeting** - 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.
Friday, August 30, 2024	First publication of notice of intent to issue Certificates in the newspaper of general circulation.
Friday, September 6, 2024	Second publication of notice of intent to issue Certificates in the newspaper of general circulation.
Monday, September 9, 2024	SPFI distributes the Preliminary Official Statement ("POS") for comments and requests rating from S&P Global Ratings ("S&P") & Fitch Ratings ("Fitch").
Monday, September 17, 2024	Conference call with S&P and Fitch.
Friday, October 4, 2024	Receive rating from S&P and Fitch.
Thursday, October 10, 2024	SPFI to post the POS.
Tuesday, October 15, 2024	**City Council Meeting** – The Council will consider the Ordinance authorizing a Parameters Sale of the Certificates. (8:30 AM)
Thursday, October 17, 2024	**Competitive Sale** – Receive bids on the Certificates from broker/dealers. The bids are tabulated and verified by SPFI. (9:00 AM)
Thursday, November 14, 2024	**Closing Date** – Proceeds from the Certificates are delivered to the construction fund.

Survey Details

Page 1

NOTE: This application is a public record.

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

1. Personal information

Name:	Ronald "JJ" Graham
Address:	[redacted]
ZIP code:	76904
Home/mobile phone:	[redacted]
Office/mobile phone:	[redacted]
Resident of San Angelo since: (year)	2004
City Council Single-member District in which you reside:	SM1
Registered San Angelo voter? (yes or no)	Yes
Occupation/business affiliation:	Retired military/government civil service
Occupation/business address:	N/A
Title/position:	N/A
Email:	[redacted]

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

(○) Yes

3. **Date**

2 August 2024

4. **Applying for:**

(○) Civil Service Commission

5. **Recommended by:**

(Name): Not answered

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

(○) Yes

7. **If no, which criteria?**

Not answered

8. **Tell us about yourself.**

Education and/or professional licenses:

Hold an Associate Degree in Cryptologic Sciences and another in Instructional Technologies, both from the Community College of the Air Force; attained Air Education and Training Command Master Instructor status in 1986; attended all levels of Air Force Professional Military Education

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

None

Previous municipal experience (positions, dates, where):

Member of San Angelo charter review committee reviewing qualifications for Chief of Police, late 2023; recommendations were accepted and adopted for the 2024 election

What personal qualifications can you bring to the board?

I bring 30 years of experience working with government civil servants and 20 years experience as a Department of the Air Force civil servant; as an Air Force Senior Enlisted Leader, I have extensive experience in the ability to plan, direct, coordinate, implement, and control a wide range of work activities, and the ability to manage and direct personnel and resources; established and continue to run a volunteer program at Goodfellow AFB for the past 20 years getting students involved in the San Angelo community and supporting local civic and charitable organizations; member of the Tom Green County All-Veterans Council; president of the Heritage Chapter of the Freedom Through Vigilance Association, an alumni group of former Air Force intelligence professionals; and I have a true love for the City of San Angelo!

What is your personal vision for the City?

I see San Angelo: supporting and celebrating its heritage - continuing to modernize the city while maintaining its ties to the past; continuing to support Goodfellow AFB; keep improving our infrastructure to meet the needs of a growing population; keep San Angelo a family-friendly place to live, offering a wide variety of cultural and community events

Why do you want to serve on this board?

I believe the board is essential to support our local police and firefighters, to provide them a structured, nonpartisan venue in which to air grievances and concerns

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

I lived in San Angelo for approximately 12 of my 30 years of military service; upon my retirement in 2004, I immediately returned to San Angelo because of what this city offers - a supportive community with many options for education, employment, recreation, and just being a great place to live; I believe it is the duty of every citizen to actively support his/her community in some fashion

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

Thank you,
City of San Angelo, TX
