City Council Agenda
11/5/2024

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held November 5, 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 November 15, 2024 as America Recycles Day
   b. Proclamation of November 2024 as National Adoption Month
4. **Public Comment**

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

5. **Consent Agenda**
   a. Consider approving the October 15, 2024 City Council regular meeting minutes (Heather Stastny)
   b. Consider purchasing 2.973 acres, Lot 4, Block 1, Crossings Subdivision from Lukarh Investments, LLC for a purchase price and closing costs not to exceed $379,500 and authorizing the City Manager to negotiate and execute all documents (Sarah Torres, Patrick Brody)
   c. Consider awarding H-GAC Contract #FS12-23 fire apparatus BME Type 3/4 Wildland Brush truck from Siddons-Martin Emergency Group in the amount of $514,163 and authorizing the City Manager to negotiate and execute all related documents (Patrick Brody)
   d. Consider approving a raw land lease with KAB 200, LLC in the amount of $2,112/yr. and authorizing the City Manager to negotiate and execute all related documents (Keith Muncey)
   e. Consider awarding HGAC Contract #AM10-23 to Frazer, Ltd. in the amount of $415,670 for the purchase of one new ambulance module at $252,100 and one ambulance module remount at $163,570, budgeted for purchase in FY25 and authorizing the City Manager to negotiate and execute all related documents (Cory Sanders)
   f. Consider approving Buyboard Contract #672-22 for the purchase of two dewatering pumps from Xylem Dewatering Solutions, Inc. in the amount of $64,875.73 and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)
   g. Consider approving Buyboard Contract #685-22 for the purchase of one skid steer from Clark Equipment Co. in the amount of $64,725.54 and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)

h. Consider approving Sourcewell Contract #031721-VRM for the purchase of one wood chipper from Vermeer Texas-Louisiana in the amount of $108,452.90 and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)

i. Consider awarding RFB-CFM-01-25 Electrical Maintenance and Repair Services to MC Electric and authorizing the City Manager to negotiate and execute all related documents (Kyle Henry)

j. Consider approving contract DIR-CPO-4794 for the purchase of multi-band in-car radios and hand-held radios in the amount of $1,796,645.20 and authorizing the City Manager to negotiate and execute all related documents (Craig Thomason)

k. Consider approving contract #TX DIR-TSO-3763 for the purchase for MDCs and Rugged Laptops for patrol cars in the amount of $339,938.10 and authorizing the City Manager to negotiate and execute all related documents (Craig Thomason)

l. Consider approving Change Order #3 to ES-02-23 Howard St. Roadway Project with Reece Albert, Inc for the total amount of $133,760 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

m. Consider approving Change Order #9 to ES-01-21 Southwest Blvd. Improvement Project with Reece Albert, increasing the total contract amount by $403,935.45 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

n. Consider Change Order #3 to the Hickory Groundwater Supply System Expansion with PLW Waterworks to document utilization of the Owner's Allowance funds and add 309 additional days to the contract performance time and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

o. Consider a resolution to accept and approve the Hickory Groundwater Supply System Expansion - Contract 1, new production wells, under Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) Project Number 62856 (Shane Kelton)

p. Consider authorizing the City Manager to negotiate and execute a Retail Water Service Dual CCN Agreement with Millersview-Doole Water Supply Corporation, which is required for the City's pending CCN Amendment Application before the Public Utility Commission, and will allow the City to provide retail water utility service to properties currently within Millersview-Doole's exclusive service area following final approval by the PUC (Brandon Dyson, Shane Kelton)

q. Consider ratifying COSADC Board approval authorizing its Board President to negotiate and execute a subrecipient agreement between COSADC and Galilee CDC to operate and manage the Affordable Housing Assistance Program (Robert Salas)

r. Consider ratifying a one-year Lease Agreement with options to extend for four additional one-year terms with the ASU Small Business Development Center and authorizing the Board President or designee 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. Overview and update on the I-27 Corridor (Presentation made by Ports-to-Plains President and CEO Lauren Garduno)

b. Report from the Destination Marketing Organization (Presentation made by DMO Vice President Jeremy Bartz)

c. Consider a resolution designating the number of votes to be cast for each nominee for the Board of Directors of the Tom Green County Appraisal District (Presentation made by City Clerk Heather Stastny)

d. Consider approving the purchase of 68 and 72 E. Avenue D from City Cabinet Shop, purchase price and closing costs not to exceed $195,000 sourced from General Fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Real Estate Manager Sarah Torres and Parks and Recreation Director Carl White)

e. Consider approving the purchase of 605 Rio Concho Dr. from White Dove Capital, LLC, for the purchase price and closing costs not to exceed $70,000 sourced from General Fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Real Estate Manager Sarah Torres and Parks and Recreation Director Carl White)

f. Consideration and action related to benefit for Post-65 Retiree Medicare Advantage (Presentation made by Human Resources Director Bryan Kendrick)

g. Consider an appeal of the decision of the Planning Commission for partial denial of a variance request on the paving width adjacent to Lewis O. Woodward Subdivision, the variance requested was 0' additional paving for a 17' wide county road named Irvingdale Rd. in the extraterritorial jurisdiction under agreement with the County to impose City Subdivision rules (Presentation by Planning and Development Services Director Aaron Vannoy)

h. Consider a resolution approving a request for a variance to allow the sale of alcoholic beverages, beer, and wine at the following locations, 1800, 1900, and 2000 Block of Knickerbocker Rd. being an approximate 10.0104-acre property in the J. McNeese Survey No. 176.25, Abstract No. 1641, a property within 300-ft. of a public school (Presentation made by Planning & Development Services Director Aaron Vannoy)

i. First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for 2024 Street Bond Issue, SAISD school resource officer program, Concho Christmas Celebration, and Street sweeper purchase (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 805 W. Avenue N.

b. Section 551.071 - Consultation with attorney regarding possible action authorizing the City Manager to negotiate and execute lease amendments with the City of San Angelo and Skyline Aviation allowing encumbrance of Skyline's leasehold estate interest in the lease of City Airport property commonly known as 8534 Hangar Rd., San Angelo, Texas.

8. Follow Up and Administrative Issues

a. Consider items discussed in Executive Session, if needed

b. Consider approving various Board nominations:
Airport Advisory Board: Bruce Partain (SMD 1) to a third term, Patrick Nuytten (SMD 2) and Larry Martin (SMD 6) to a first term, all ending October 2026
Design & Historic Review Commission: Stacie Elkins (SMD 3) to a second term ending September 2026
Fort Concho Musuem Board: Michael Powers (SMD 4) to a first term ending January 2026
Public Art Commission: Gail Stillwell (Mayor) to an unexpired term ending April 2025
Tax Increment Reinvestment Zone Board: Ryan Newlin (Mayor) to a second term ending July 2026

c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 31st day of October 2024, at 10:48 a.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

America Recycles Day, a Keep America Beautiful national initiative, is the only nationally recognized day dedicated to promoting and celebrating recycling in the United States.

America Recycles Day educates and encourages individuals on how to be more mindful of what they consume, where and how to properly recycle, and to pledge to recycle more and recycle right in their everyday lives.

The day highlights the actions we can all take to collectively address the challenges facing our nation's recycling system. Many people are confused about what items can be recycled, where they can be recycled and how. This often leads to recyclables going in the trash or trash going in the recycling bin.

Keep San Angelo Beautiful urges citizens to reduce, reuse, repurpose and recycle properly in every aspect of their life.

- Recycle at home, work, school and on the go;
- Buy products made with recycled content;
- Educate and encourage friends, family, and neighbors to do the same; and
- Participate in a cleanup event.

Recycling is important to ensure our planet remains healthy along with other benefits like reducing landfill waste, conserving natural resources such as oceans and forests, and lessening the burden of fossil fuels which can decrease greenhouse gases. By recycling our materials, together we can create a healthier planet for ourselves and future generations.

Therefore, I, Brenda Gunter, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim November 15, 2024 as

AMERICA RECYCLES DAY

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 5th day of November 2024.

Brenda Gunter
Mayor of the City of San Angelo

Proclamation

All children deserve a safe home and a family to help them flourish and grow. Each year, many Texas children find a forever home thanks to adoptive families. In Tom Green County, there are still many children currently in foster care awaiting a forever family to bring them home.

During the month of November, communities across the country come together to observe National Adoption Month to encourage and celebrate adoption. This effort, along with similar celebrations in all 50 states, will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of children through adoption.

The City of San Angelo recognizes National Adoption Month in support of the adoptive families here in our own community and encourages others to open their hearts and homes to children in need of forever families.

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

NATIONAL ADOPTION MONTH

and call on all citizens to remember the children and families who have joined their lives through the miracle of adoption; open their hearts and minds to the idea of opening their own homes to children in need; and congratulate the new families to be formed during National Adoption 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 5th day of November 2024.

Brenda Gunter
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, October 15, 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 15, 2024 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

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

3. Proclamations/Recognitions

October 15, 2024 was proclaimed Meals for the Elderly Day.

October 23-31, 2024 was proclaimed Red Ribbon Week.

October 2024 was proclaimed as Community Planning Month.

FDSA Firefighters Chad Greaves, Buddy Lemons, and Doug Taylor were recognized and were awarded the Medal of Honor for life-saving heroism.

Quail Valley Volunteer FD Chief Shane Crimm was recognized and awarded the Citizen Service Award.

4. Public Comment

Keep San Angelo Beautiful Manager Charlotte Anderson gave a report on the success of the Fall Sweep and a recap of 2024.

Citizen Jamal Schumpert (SMD 4) addressed items on the October 1, 2024 Consent Agenda such as Hickory project, and the Pecos St. and Sherwood Way project regarding TCEQ requirements.

Airport Director Jeremy Valgardson thanked Mayor Gunter, Council, City Manager Daniel Valenzuela, and Assistant City Manager Michael Dane for their support of the airport during his tenure with COSA.

5. Consent Agenda

a. Approval of the October 1, 2024, City Council regular meeting minutes (Heather Stastny)

b. Authorization of 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. Approval of 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)

DRAFT

d. Approval of 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. Award of 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. Award of 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. Approval of 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. Approval of 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. Approval of 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. Ratification of 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)

Citizen Jamal Schumpert (SMD 4) spoke in favor of item 5c.

Motion: Council Member Miller made a motion, seconded by Council Member Gonzales, to approve the Consent Agenda. The motion carried unanimously (7) ayes to (0) nays.

6. Regular Agenda

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

Citizen Jamal Schumpert (SMD 4) suggested stores/restaurants open on Sundays to boost sales.

No Action taken on this Item.

b. Adoption of 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) **(Pg. 412, 2024-089)**

Citizen Jamal Schumpert (SMD 4) supported the Council's appointment of Kandi Pool.

Motion: Council Member Thompson made a motion, seconded by Council Member Hiebert, to nominate Louis Gomez and Bob Reeves to a one-year term, and Kandi Pool, Scott

Tankersley, and Eric Wilson to three-year terms. The motion carried unanimously (7) ayes to (0) nays.

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) (**Pg. 414, 2024-090)**

Citizen Jamal Schumpert (SMD 4) asked about repercussions of defaulting on payments.

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

QUORUM FOR REMAINDER OF MEETING:

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

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

No action taken on this item.

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

Motion**:** Council Member Gonzales made a motion, seconded by Council Member Miller, to approve the item as presented. The motion carried unanimously (6) ayes to (0) nays, with no public comment.

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

No action taken on this item.

9. Adjournment

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to adjourn the meeting. The motion carried unanimously (6) ayes to (0) nays, with no public comment.

DRAFT

There being no further business, the meeting adjourned at 10:34 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.)

DRAFT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Sarah Tackett, Real Estate Manager, Real Estate

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider purchasing 2.973 acres, Lot 4, Block 1, Crossings Subdivision from Lukarh Investments, LLC for a purchase price and closing costs not to exceed $379,500 and authorizing the City Manager to negotiate and execute all documents (Sarah Torres, Patrick Brody)

Staff Recommendation:

Approve

Summary/History:

The purchase of this land will be the beginning of the process for Fire Station #9.

Funding Source(s):

Financial Impact:

Funds are budgeted for FY 2025.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	The Crossings - Plat	The Crossings - Plat.pdf

Presentation:

Patrick Brody

Approvals/Reviews:

Sarah Tackett	Created/Initiated
Sarah Tackett	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

SCALE: 1"= 100'

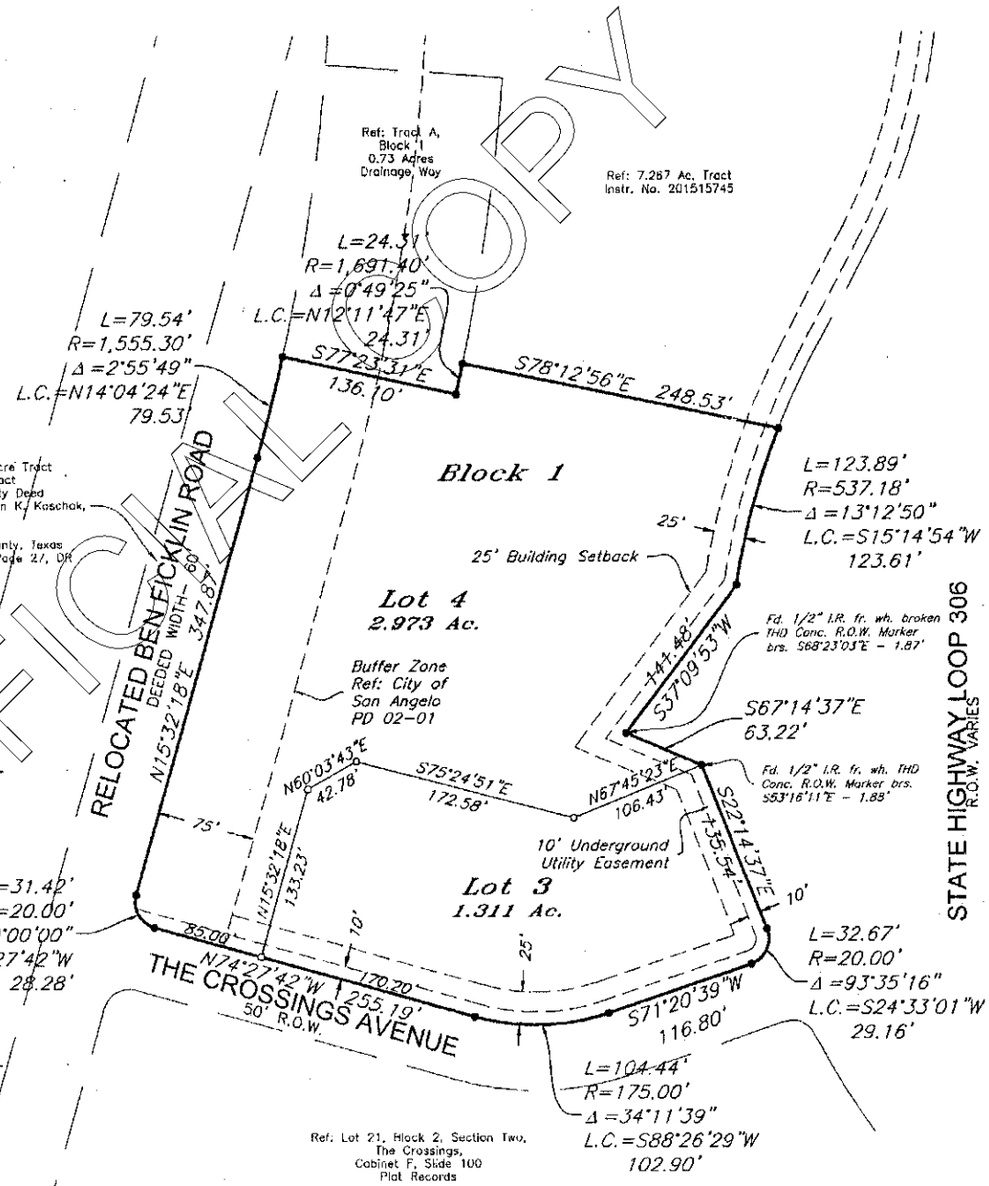
0 50 100 200

GRAPHIC SCALE : FEET

NOTE : Bearings shown hereon are based on the Texas Coordinate System – Central Zone.
Distances shown are surface horizontal.

LEGEND:

- Found ½" Iron Pipe or Rod (unless otherwise noted)
- Set ½" Iron Rod with Cap Mkd. "SKG ENGINEERS"



UNOFFICIAL COPY

PLANNING COMMISSION
Approved for recording this 11 day of Dec, 2017, City Planning Commission of San Angelo, Texas.

By: _____ Chairman

_____ Secretary

DEPARTMENT OF WATER UTILITIES
Approved for recording this 7 day of Sept, 2018.

By: _____ Director of Water Utilities

DEPARTMENT OF PUBLIC WORKS
Approved for recording this 7 day of Sept, 2018.

By: _____ Director of Public Works

COUNTY CLERK
Filed for record this 7 day of Sept 2018 @ 3:18 pm
County Clerk of Tom Green Co., Tx.

By: _____ Deputy

This Plat is Filed in Cabinet F Slide 30 Plat Records of Tom Green County, Texas.

FIRST REPLAT OF LOT 1, BLOCK 1, SECTION THREE, THE CROSSINGS

City of San Angelo, Tom Green County, Texas.

OWNER/DEVELOPER: Lukarh Investments, L.L.C.

DESCRIPTION: Being 4.284 acres out of Lot 1, Block 1, Section Three, The Crossings as per plat recorded in Plat Cabinet F, Slide 101, Plat Cabinet Records, Tom Green County, Texas.

ACKNOWLEDGEMENT/DEDICATION
We, Lukarh Investments, L.L.C., do hereby adopt this plat as the subdivision of our property and dedicate for the use of the public the easements shown hereon.

Kate Heartsill
Manager

STATE OF TEXAS
COUNTY OF TOM GREEN
This instrument was acknowledged before me on 8.24.18 by Kate Heartsill in the capacity shown.

Notary Public, State of Texas

EDDIE ENRIQUEZ, JR.
Notary Public, State of Texas
Comm. Expires 06-03-2021
Notary ID 3995225

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

SURVEYOR'S CERTIFICATE
Know all men by these presents: that I, Russell T. Gully RPLS, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that corner monuments shown hereon were properly placed, under my supervision, in accordance with the rules for land subdivision by the City Council of the City of San Angelo; and I further certify that the tract of land herein platted lies within the city limits of the City of San Angelo, Texas.

17-S-1452

SKG ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT
706 SOUTH ABE STREET PHONE: 325.655 1288
SAN ANGELO, TEXAS 76903 FAX: 325.657 8189
Firm No. 10102400
www.skge.com

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Patrick Brody, Fire Chief, Fire Department

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider awarding H-GAC Contract #FS12-23 fire apparatus BME Type 3/4 Wildland Brush truck from Siddons-Martin Emergency Group in the amount of $514,163 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 BME Type 3 Wildland Brush truck from Siddons-Martin Emergency Group via H-GAC contract #FS12-23 in the amount of $514,163.00 and authorizing the City Manager to execute any related documents. This new acquisition will improve the fire department deployment model and wildfire protection capabilities. The new brush truck will be stationed at station 4.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
103	103-9015-422.05-65		$501,163.00

Financial Impact:

Other Information/Recommendation:

Attachments:

1. San Angelo FD BME Targhee Type 34 Proposal San Angelo FD BME Targhee Type 34 Proposal.pdf
2. HGAC San Angelo BME Targhee 3917 2024-10-25 HGAC San Angelo BME Targhee 3917 2024-10-25.pdf

Presentation:

Patrick Brody

Approvals/Reviews:

Patrick Brody	Created/Initiated
Patrick Brody	Approved
Brandon Dyson	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

October 24, 2024

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

Proposal For: BME Targhee Type 34

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to San Angelo Fire Department. Unit will comply with all specifications attached and made a part of this proposal. This quote includes: one (1) final inspection trip for four (4) personnel; both trips include all accommodations and airfare. This quote also includes delivery FOB San Angelo Fire Department and training on the operation and use of the apparatus.

Description	Amount
Qty. 1 – Boise Mobile Equipment SMEG Stock Unit #3917 **Targhee Type 34, Freightliner M2-106, 4X4** **(Unit Price - $513,163.00)** Delivery within 3-4 months of order date QUOTE # - SMEG-0008524-0	
Vehicle Price	$513,163.00
3917 - UNIT TOTAL	**$513,163.00**
SUB TOTAL	$513,163.00
HGAC FS12-23 (BME)	$1,000.00
TOTAL	**$514,163.00**

Price guaranteed for 60 days
*** This is a stock unit, sold on a first come first served basis ***

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:	10/24/2024

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:	San Angelo Fire	Contractor:	Siddons-Martin Emergency Group
Contact Person:		Prepared By:	Jeffrey Doran
Phone:		Phone:	1-800-784-6806
Fax:		Fax:	
Email:		Email:	jdoran@siddons-martin.com

Product Description	Targhee	Targhee Model 34 Fl M2-106

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$503,361.00

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
1027 Bostrom Diver Air Seat	$1,521.00		
1029 - Bostrom Rear SCBA Seating	$2,323.00		
1159 - Crew Console	$3,162.00		
1405 - Graphics	$9,408.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$16,414.00

HGACBuy THE SMART PURCHASING SOLUTION

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:	519,775	=	Subtotal D:	$519,775.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)					Subtotal E:	$1,000.00

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

Description	Cost	Description	Cost
		Contract Discount	-$6,612.00
		Subtotal F:	-$6,612.00

Delivery Date:		**G. Total Purchase Price (D+E+F):**	$514,163.00

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Jeremy Valgardson, Airport Director, Airport

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider approving a raw land lease with KAB 200, LLC in the amount of $2,112/yr. and authorizing the City Manager to negotiate and execute all related documents (Keith Muncey)

Staff Recommendation:

Accept

Summary/History:

KAB 200, LLC is requesting to lease 17,600 sq. ft. of raw land directly west of the City Executive hangars to construct a hangar, approximately 90' X 90' for personal aircraft storage. This project is supported by the Airport Master Plan and is recommended by the Airport Board. The rates are based off of the current raw land lease rate of $ .12/sq/ft per year. Recommend approving a traditional raw land lease term of a 20-year lease with four-5 year extensions. The lease rate is recommended to escalate at 2% per year.

Funding Source(s):

Financial Impact:

17,600 sq/ft of land
$ .12 per sq/ft per year
Total $2,112 per year
2% increase per year
20 years firm / four-5 year extensions

Other Information/Recommendation:

Attachments:

1.	West Executive Lease	West Executive Lease.pdf
2.	Hangar Development Area	Hangar Development Area.pdf

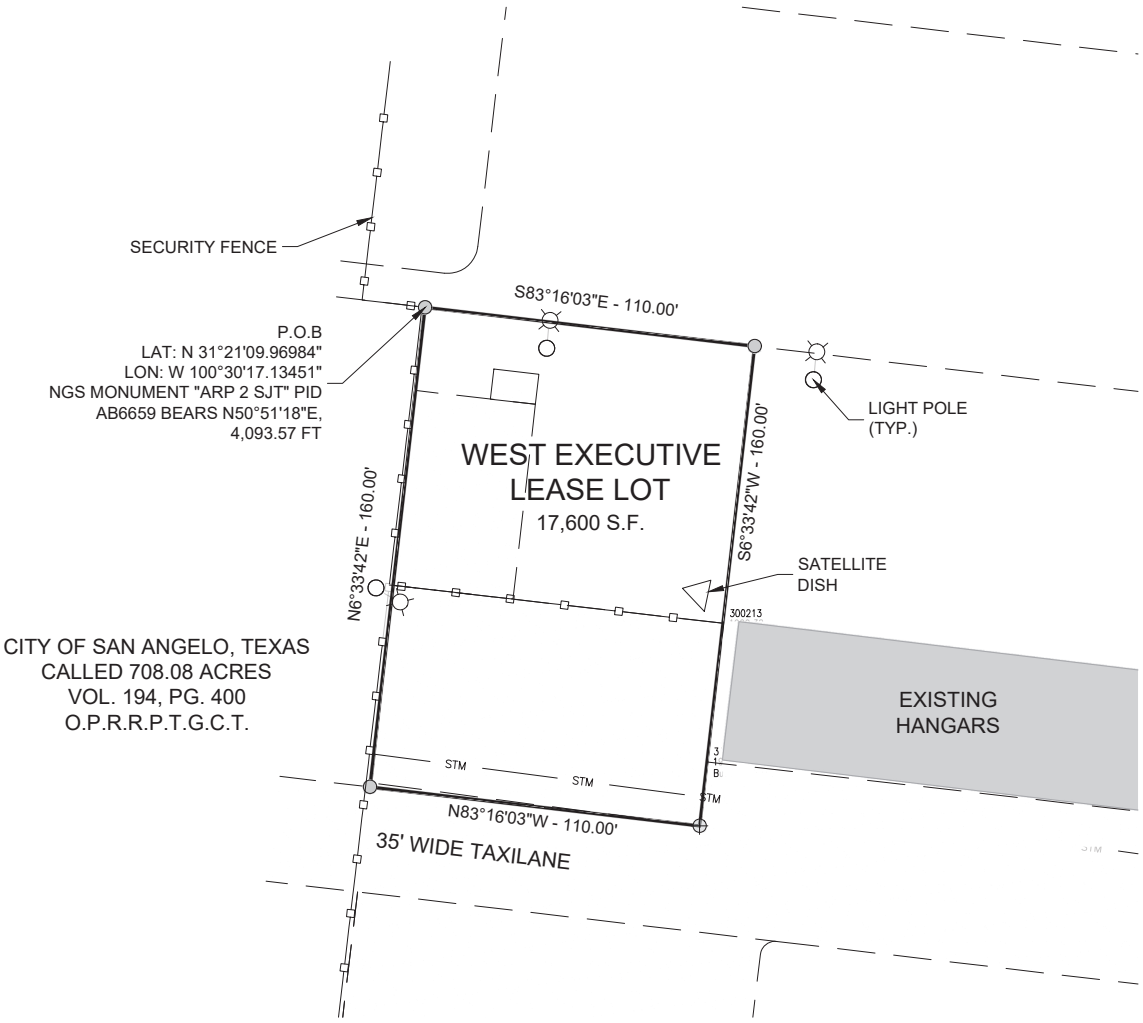
Presentation:

Keith Muncey

Approvals/Reviews:

Jeremy Valgardson	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

SJT - WEST EXECUTIVE LEASE LOT
WASHINGTON COUNTY SCHOOL LAND SURVEY
BLOCK 106, ABSTRACT NO. 3943
TOM GREEN COUNTY, TEXAS

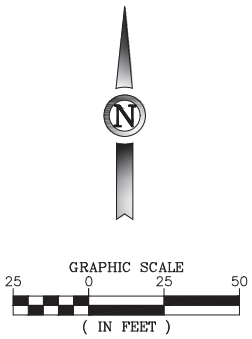


LEGAL DESCRIPTION OF SJT - WEST EXECUTIVE LEASE LOT

BEING A PARCEL OF LAND WITHIN A TRACT OF LAND CONVEYED TO THE CITY OF SAN ANGELO BY DEED RECORDED UNDER VOLUME 194, PAGE 400, O.P.R.R.P.T.G.C.T., SITUATED IN THE WASHINGTON COUNTY SCHOOL LAND BLOCK 106, A-3943, TOM GREEN COUNTY, TEXAS.

BEGINNING AT A POINT FROM WHICH THE NGS PUBLISHED MARK "ARP 2 SJT" PID AB6659 AND KNOWN AS THE SAN ANGELO REGIONAL AIRPORTS PRIMARY AIRPORT CONTROL STATION BEARS N50°51'18"E, 4,093.57 FEET; THENCE S83°16'03"E., 110.00 FEET; THENCE S6°33'42"W, 160.00 FEET; THENCE N83°16'03"W, 110.00 FEET; THENCE N6°33'42"E, 160.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 17,600 S.F. (0.404 +/- AC).



NOTES:

1. GEOGRAPHIC COORDINATES SHOWN HEREON ARE REFERENCED TO NAD83(2011) DETERMINED BY GPS MEASUREMENTS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES (USFT). TO CONVERT TO GRID DISTANCES USE COMBINED SCALE FACTOR OF 0.999814070.
2. SOME BUT NOT ALL UTILITIES AND IMPROVEMENTS ARE SHOWN HEREON.

LEGEND

ALUMINUM CAP ON 5/8"X24" REBAR SET RPLS 6387 ●

NAIL IN PAVEMENT SET ⊕

STATE OF TEXAS
REGISTERED
VICTOR J. ARMENTA
6387
PROFESSIONAL
LAND SURVEYOR

2-3-2023

WOOLPERT, INC TEXAS FIRM REGISTRATION NUMBER: 10194208

PLAT SHOWING
SJT - WEST EXECUTIVE LEASE LOT
AT
SAN ANGELO REGIONAL AIRPORT
TOM GREEN COUNTY, TEXAS

PREPARED FROM SURVEYS MADE ON THE GROUND
JANUARY 26TH, 2023

WOOLPERT PROJ. NO.
10017503

JVIATION®
A WOOLPERT COMPANY
35 South 400 West, Suite 200
St. George, UT 84770
435.673.4677 www.jviation.com

I HEREBY CERTIFY THAT THIS MAP AND SURVEY WERE COMPLETED BY ME, OR UNDER MY DIRECT SUPERVISION.

Victor Armenta	#6387	2/03/2023
NAME	REG. NO.	DATE

FOR AND ON BEHALF OF WOOLPERT

L:\SJT\SJT-LOC Hangar Lease Survey\CAD\SURVEY\DESIGN SURVEY\
SJT_HangarLease.dwg
Feb 03, 2023 - 12:41pm
Laura Hoke

HANGAR DEVELOPMENT AREA #9

Project Description	Area	Estimated Cost
Hangar Development Area #9		
Structure (construct 1 100' x 80' hangar)	8,000 SF	$800,000
Pavement - Airside	190 SY	$75,000
Pavement - Landside	-	
Total		$875,000

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Patrick Brody, Fire Chief, Fire Department

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider awarding HGAC Contract #AM10-23 to Frazer, Ltd. in the amount of $415,670 for the purchase of one new ambulance module at $252,100 and one ambulance module remount at $163,570, budgeted for purchase in FY25 and authorizing the City Manager to negotiate and execute all related documents (Cory Sanders)

Staff Recommendation:

Approve

Summary/History:

An HGAC quote was requested for the purchase and installation of one new ambulance module and one remount onto new pickup chassis. The chassis will be delivered to San Angelo and taken to Frazer in Houston and scheduled for installation. This quote includes the new ambulance module configured as requested by the Fire Department along with complete installation onto the delivered chassis and the remount ambulance module refurbished and installed onto a new chassis.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Equipment Replacement	501-9100-800.07-42		$415,670.00

Financial Impact:

Other Information/Recommendation:

Attachments:

1. San Angelo FD HGAC Quote 4232 102424.xlsx - Quote Template — San Angelo FD HGAC Quote 4232 102424.xlsx - Quote Template.pdf
2. San Angelo FD HGAC Quote 4437 102424.xlsx - Quote Template — San Angelo FD HGAC Quote 4437 102424.xlsx - Quote Template.pdf
3. San Angelo FD Estimate Q4232-1 — San Angelo FD Estimate Q4232-1.pdf
4. San Angelo FD Estimate Q4437-1 — San Angelo FD Estimate Q4437-1.pdf

Presentation:

Cory Sanders

Approvals/Reviews:

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

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-23	Date Prepared:	10/24/2024

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:	San Angelo Fire Department	Contractor:	Frazer, Ltd.	4232	HGAC
Contact Person:	Cory Sanders	Prepared By:	Frazer Sales		
Phone:		Phone:	(888) 372-9371		
Fax:		Fax:	(713) 995-0541		
Email:	cory.sanders@cosatx.us	Email:	sales@frazerbilt.com		
Product Description	14' Remount14' Remount on Customer Provided Chassis				

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: AM10-23 $45,000.00

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
Heat Shielding	$2,225.00	Current ProTek Product Catelog List Price	$2,025.00
LiquidSpring	$17,050.00	Front I/O with Lexan	$2,225.00
Current Voyager Product Catelog List Price	$2,495.00	Replace lower drivers side wall with stainless steel (includes nev	$1,350.00
Current Whelen Automotive Distributor Catelog List Price	$2,725.00	Furnish & install stainless steel squad bench wrapper with hole i	$1,050.00
Install new MEPS under the chassis hood, using existing ACU	$10,975.00	O2 Outlet in Ceiling Raceway	$1,500.00
Paint One Color	$7,300.00	4pt Captains Chair with child safety	$2,950.00
Graphics Package Standard	$6,200.00	Existing Powerload	$725.00
Remove Conspicuity on Rear Wall	$950.00	6pt Harness (each) (includes structure)	$775.00
Furnish & install Meltric single 30A twist lock shore power recept	$1,175.00	Tremco Anti-Theft System	$725.00
Furnish & install Lambda power supply (discard existing)	$2,225.00	3 High Glove Box	$350.00
Furnish & install Dometic self-contained A/C unit	$8,775.00	Dri-Deck	$425.00
Furnish & install treadbrite at front, wheel wells, and rear corners	$1,350.00	Customer Provided Chassis processing fee (each)	$725.00
Furnish and install entire rear bumper (discard existing)	$1,050.00	Chassis Window Tint	$425.00
Reconnect Door Locks on Entry Doors	$1,050.00	Armrest	$350.00
Furnish & install lasco on ceiling (discard existing)	$2,950.00	6pt Harness (each) (includes structure)	$775.00
Furnish & install lasco on walls (discard existing)	$5,100.00	Subtotal B:	$89,970.00

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
Module Exterior Customer Requested Unpublished Custom Options	$28,600.00		
		Subtotal C:	$28,600.00

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:** 21.19%

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

Quantity Ordered:	1	X Subtotal of A + B + C:	$163,570.00	=	Subtotal D:	$163,570.00

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E:

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

Description	Cost	Description	Cost
		Subtotal F:	$0.00

Delivery Date: **G. Total Purchase Price (D+E+F):** $163,570.00

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-23	Date Prepared:	10/24/2024

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:	San Angelo Fire Department	**Contractor:**	Frazer, Ltd.	4437	HGAC
Contact Person:	Cory Sanders	**Prepared By:**	Frazer Sales		
Phone:		**Phone:**	(888) 372-9371		
Fax:		**Fax:**	(713) 995-0541		
Email:	cory.sanders@cosatx.us	**Email:**	sales@frazerbilt.com		
Product Description	Type I 14'Type I 14' Customer Provided Chassis				

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: AM10-23 — $153,250.00

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
Door Forward	$6,750.00	Acrylic Holder and Sharps at Squad Bench	$1,200.00
Heat Shielding	$2,225.00	Triple Squad Bench Cabiner	$1,350.00
LiquidSpring	$17,050.00	Current Stryker Catelog List Price	$6,515.00
Current Voyager Product Catelog List Price	$2,400.00	Captain's Chair with Child Safety	$1,050.00
Current Whelen Automotive Distributor Catelog List Price	$4,325.00	Valve Extenders	$425.00
MEPS	$20,775.00	Chassis Window Tint	$425.00
Graphics Package Standard	$6,200.00	Shore Power Ignition Kill	$425.00
Ground Light at Entry Doors	$1,500.00	3 High Glove Box	$350.00
GTT Opticom on Front Wall	$2,725.00	Armrest	$350.00
Tremco Anti-Theft System	$725.00	In-module camera	$850.00
Stacked Cabinet with Medvault Opening	$1,825.00	Single O2 Outlet	$500.00
Medvault w/ Wifi	$3,975.00	(2) Glove Boxes on Front Wall	$500.00
Current Technimount System Catelog List PRice	$2,970.00	2'x2' Conspicuity Square - Solid Color	$500.00
6pt Harness (each) (includes structure)	$775.00	Customer Provided Chassis processing fee (each)	$725.00
6pt Harness (each) (includes structure)	$775.00		
6pt Harness (each) (includes structure)	$775.00	**Subtotal B:**	$90,935.00

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
Chassis Exterior Customer Requested Unpublished Custom Options	$2,300.00	Module Interior Customer Requested Unpublished Custom Options	$4,915.00
Module Exterior Customer Requested Unpublished Custom Options	$9,700.00	**Subtotal C:**	$16,915.00

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:** 6.93%

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

Quantity Ordered: 1 X **Subtotal of A + B + C:** $261,100.00 = **Subtotal D:** $261,100.00

E. H-GAC Order Processing Charge (Amount Per Current Policy) — **Subtotal E:** $1,000.00

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

Description	Cost	Description	Cost
Limited Edition Discount	-$10,000.00		
		Subtotal F:	-$10,000.00

Delivery Date:

G. Total Purchase Price (D+E+F): $252,100.00

Customer Quote

10/14/2024 3:51:01 PM

Estimate No:	Q4232-0001
Quote Date:	10/14/2024
Expiration Date:	11/28/2024
Salesperson:	KS
Payment Terms:	Due on Delivery

Invoice To: 10777

Cory Sanders
San Angelo Fire Department
City of San Angelo
306 W. 1st
San Angelo TX 76903
US

Deliver To:

Cory Sanders
San Angelo Fire Department
City of San Angelo
306 W. 1st
San Angelo TX 76903
US
Phone:325-657-4355

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE-EMS-X	1.00	EA	$	163,570.00	$	163,570.00
	Remount Type I 14' Module						

Unit History: E-3045

2	CHASSIS	1.00	EA	$	0.00	$	0.00
	2025 Ford F450 Diesel CP						

Chassis Specification and Delivery Policy:

It is imperative that exact chassis specifications are reviewed and approved by Frazer prior to ordering the chassis. This process guarantees compatibility with our build requirements.

Timing of Vehicle to Frazer :

Frazer will request the customer-provided chassis from you approximately 60 days before the scheduled production start date. We kindly request that you refrain from asking your ordering dealer to ship the chassis to Frazer before this time. Instead, we recommend that you or your dealer hold the chassis until Frazer makes the request.

3	DELIVERY	1.00	M	$	0.00	$	0.00
	Customer Pick Up, FOB Frazer						

Customer must pick up in Houston at Frazer or additional delivery charges will apply.

4	HGAC-RMT	1.00	EA	$	600.00	$	600.00
	Contract No. AM10-23						
5	SpecDoc	1.00	EA	$	0.00	$	0.00
	Configurable item to create the SpecDoc						

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

10/14/2024 3:51:01 PM

Estimate No:	Q4232-0001
Quote Date:	10/14/2024
Expiration Date:	11/28/2024
Salesperson:	KS
Payment Terms:	Due on Delivery

No.	Item	Qty	U/M:		Unit Price		Net Amount

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount:	164,170.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	164,170.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

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For your convenience, all module pricing has been itemized below per quote Q4232-0001 for San Angelo Fire Department :

Base Module	$	30,825.00
Chassis Exterior	$	28,275.00
Module Exterior	$	71,050.00
Chassis Interior	$	1,575.00
Module Interior	$	31,845.00
Module Total	**$**	**163,570.00**

Items included in above totals:

1. Old Chassis: Customer Will Pick Up - Make Road Ready	$	incl
2. Type I 14' Module	$	incl
Chassis Exterior:		
3. Customer Provided Chassis processing and handling fee and replacement rear window glass with sliding window	$	2,725.00
4. Heat Shielding for Diesel Chassis	$	2,225.00
5. Chassis Paint Layout: Keep Factory Paint Color - Red	$	incl
6. Chassis : 2025 Ford F-450, Diesel, 4x2, Regular Cab, 108" Cab to Axle, PQ - Race Red	$	incl
7. Suspension: LiquidSpring	$	17,050.00
8. Camera System: Voyager 7" Monitor with Back-Up Camera	$	2,400.00
9. Black Back-up Camera	$	incl
10. Wheel type: Stainless steel covers	$	incl
11. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	$	425.00
12. Road Force Elite tire and wheel balancing	$	incl
13. Grille Guard: Grille Guard with Wraparounds	$	incl
14. Siren Amplifier: Howler	$	1,875.00
15. Window Tint (35% VLT) on Chassis Doors	$	425.00
16. Passenger's side Grille Light: Whelen M4 Red Light	$	incl
17. Driver's side Grille Light: Whelen M4 Clear Light	$	incl
18. Passenger's side Intersect Light: Whelen M4 Clear Light	$	incl
19. Driver's side Intersect Light: Whelen M4 Red Light	$	incl
20. Driver Fender Light: Whelen M4 Clear Light	$	425.00
21. Passenger Fender Light: Whelen M4 Clear Light	$	425.00
22. UNOC #2123 - Install customer provided MagneGrip exhaust tip. Customer requests that the exhaust be adjusted so that MagneGrip extension is at least 12" from the rear tires.	$	300.00

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Chassis Exterior Subtotal	**$**	**28,275.00**

Module Exterior:

23. New MEPS generator installed on chassis	$	10,975.00
24. New Corner Trim	$	incl
25. New Corner Caps	$	incl
26. 35 hour(s) of Body Work	$	4,375.00
27. Module Paint Layout: Non-White One Tone - PQ - Race Red	$	27,625.00
28. No Design Package	$	incl
29. Frazer Provided Tier 2 - Standard Graphics	$	6,200.00
30. Remove Conspicuity on Rear Wall	$	950.00
31. Solid Color Conspicuity Squares on Entry Doors	$	500.00
32. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	$	350.00
33. Dri-Deck in Applicable Exterior Compartments	$	425.00
34. Existing GTT Opticom	$	incl
35. Opticom Switching: On with Primary and Cut-off with park	$	incl
36. Shore Power: Single 30 Amp	$	1,175.00
37. Pigtail/Plug Option: Pigtail	$	incl
38. Reconnect Ignition Kill Switch	$	200.00
39. *Note to Engineering* This is a 14' Door Forward	$	incl
40. New Lambda Power Supply	$	2,225.00
41. New Battery Charger	$	625.00
42. New Dometic A/C with Exhaust Fan	$	8,775.00
43. All Cladding/Treadbrite: New	$	1,350.00
44. Module Window Option: Sliding Window	$	incl
45. Window Tint (5% VLT) on Rear and Side Entry Doors	$	425.00
46. Lower BTTs: 2 Grote Lights on each side	$	incl
47. New Rear Bumper	$	1,050.00
48. New Door Grabbers	$	incl
49. New Cast License Plate Light	$	incl
50. Replace Gas Hold-Open at Side Entry	$	incl
51. Reconnect Door Locks on Entry Doors and Front IO (New Actuators)	$	1,900.00

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52. Gas Hold Open on All Compartments	$	1,925.00
Module Exterior Subtotal	**$**	**71,050.00**

Chassis Interior:

53. Siren Speakers: Whelen SA 315 Speakers	$	incl
54. Tap-2 on Primary Siren	$	incl
55. Siren Option: Whelen C9 Siren in Console	$	incl
56. Mic 1 shipped loose	$	incl
57. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
58. Slot 1: Extended MDT plate - no swivel, no fuel gauge	$	150.00
59. Slot 2: Single Slot Switch Panel	$	incl
60. Slot 3: Siren 1	$	incl
61. Slot 4: Radio Plate: 7 L X x 2.5 W opening dims Item ID 19868	$	incl
62. Console Switch Layout : Primary - Secondary - Howler - Blank - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Blank -	$	incl
63. New Armrest	$	350.00
64. Console Layout: 4-Slot Console	$	incl
65. Chassis Rear Wall: 3 High Glove Box Holder	$	350.00
66. Tremco Anti-Theft System	$	725.00
Chassis Interior Subtotal	**$**	**1,575.00**

Module Interior:

67. New Ceiling Lasco, including New Padded Ceiling Raceways and New IV Hangers	$	2,950.00
68. New Wall Lasco, including New Head Knockers and New Corner Knockers	$	5,100.00
69. New Gunmetal Grey Interior Trim	$	550.00
70. New Ceiling Raceways and Corner Knockers	$	incl
71. New Protek Cushions at the CPR Seat and Squad Bench	$	2,025.00
72. Safety Yellow Powdercoated Side and Rear Entry Door Grab Rails (price partially covered under new Module Paint)	$	225.00
73. Safety Yellow Powdercoated Side and Rear Wall Grab Rails (price partially covered under new Wall Lasco)	$	200.00
74. New Front I/O with Lexan Doors	$	2,225.00
75. UNOC#2517: Furnish and install new Life Defender doors on front I/O cabinet, in lieu of	$	1,150.00

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standard replacement Lexan doors		
76. New Driver Side Stainless and New Stainless Steel Countertops	$	1,350.00
77. Action Wall Switch Layout : Interior Lights; Existing Switch (DIMMER); Ventilation Fan; Existing Switch (UNLOCK);	$	incl
78. Keep Existing Action Wall Acrylic Holder	$	incl
79. New 6pt Harness at the CPR Seat	$	775.00
80. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	$	incl
81. Two Seating Positions at the Squad Bench - 1 and 2	$	incl
82. New Squad Bench Stainless	$	1,050.00
83. Harness Type for Seat Position 1: New 6pt Harness	$	775.00
84. Harness Type for Seat Position 2: No Harness	$	incl
85. Keep Existing Single O2 Outlet at the Squad Bench Wall	$	incl
86. Standard Side Entry Headknocker	$	incl
87. *Note to Engineering* Unit has shorter squad bench w/secondary captain's chair in lieu of seated positions 1&2	$	incl
88. *Note to Engineering* Unit has triple squad bench cabinets, in lieu of double	$	incl
89. UNOC#942: "Furnish and install Gray captain's chair, 4 pt. harness, 6 degree back, on a low profile base, forward of the shorter squad bench, moved as close as possible to the aisle to allow for swiveling"	$	1,870.00
90. Single O2 Outlet in Ceiling Raceway	$	1,500.00
91. IV Hanger on Ceiling Raceway	$	incl
92. Driver and Passenger Side Safety Yellow Powdercoated Ceiling Grab Rails for 14' Unit (price partially covered under new Ceiling Lasco)	$	725.00
93. Replace Existing Squad Bench IV Hanger with New	$	incl
94. Rear Headknocker Options: No Clocks or Speakers	$	incl
95. Stryker cot tower only (no antler and bar)	$	incl
96. Existing Stryker Power-LOAD System - Gen 1	$	725.00
97. New Loncoin II Onyx Floor	$	4,600.00
98. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	$	2,950.00
99. Customer Provided Items Processing Fee	$	1,100.00
Module Interior Subtotal	**$**	**31,845.00**

Defining the future of Mobile Healthcare.™

Last edited by ksalsman on October 14 2024

Email this quote along with your PO

to Kalyn Salsman at ksalsman@frazerbilt.com

Remit To:

Frazer, LTD
7219 Rampart St.
Houston, Texas 77081
USA

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 120 days before the projected production start date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

CHASSIS PAYMENT CONSIDERATION: Please note that payment for the chassis may have been issued prior to the 120-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.

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DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

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INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

Customer Quote

10/7/2024 2:28:09 PM

Estimate No:	Q4437-0001
Quote Date:	10/7/2024
Expiration Date:	11/21/2024
Salesperson:	KS
Payment Terms:	Due on Delivery

Invoice To: 10777

Cory Sanders
San Angelo Fire Department
City of San Angelo
306 W. 1st
San Angelo TX 76903
US

Deliver To:

Cory Sanders
San Angelo Fire Department
City of San Angelo
306 W. 1st
San Angelo TX 76903
US
Phone:325-657-4355

Order Instructions:

Policy on Customer Provided Items for Installation:

To ensure optimal performance and longevity of installed equipment, we require that all customer-provided items be new in the box, with the following exceptions: cot retention systems, Knox MedVaults, and Knox KeySecures. In the event that a used cot retention system is provided, it must be accompanied by a new floor plate, wiring harness, and mounting hardware to guarantee functionality and safety. Failure to provide new in the box items, as requested, may result in the equipment not being installed and returned loose with the completed vehicle.

All customer provided items must be at Frazer 60 days prior to the projected production start date. This allows us time to inventory and inspect all items prior to production beginning. Failure to provide the items on time, as requested, may result in the equipment not being installed and returned loose with the completed vehicle.

Limited Edition Discount Applied: Modifying the specifications of your order may potentially affect your eligibility for this special pricing. We strongly recommend reaching out to the Frazer sales team for consultation before considering any changes to your order.

After Production Quote #343B to be done prior to customer pick-up

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 14' Module	1.00	EA	$	257,475.00	$	257,475.00
2	CHASSIS 2024/25 Ford F-450 Diesel CP	1.00	EA	$	0.00	$	0.00

Chassis Specification and Delivery Policy:

It is imperative that exact chassis specifications are reviewed and approved by Frazer prior to ordering the chassis. This process guarantees compatibility with our build requirements.

Timing of Vehicle to Frazer :

Frazer will request the customer-provided chassis from you approximately 60 days before the scheduled production start date. We kindly request that you refrain from asking your ordering dealer to ship the chassis to Frazer before this time. Instead, we recommend that you or your dealer hold the chassis until Frazer makes the request.

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

10/7/2024 2:28:09 PM

Estimate No:	Q4437-0001
Quote Date:	10/7/2024
Expiration Date:	11/21/2024
Salesperson:	KS
Payment Terms:	Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
3	DELIVERY	1.00	M	$	0.00	$	0.00
	CUSTOMER PICK UP-FOB FRAZER						
Customer must pick up in Houston at Frazer or additional delivery charges will apply.							
4	14390-RED	48.00	EA	$	12.00	$	576.00
	Bin-Hang/Stack, Small, Red						
5	14389-RED	12.00	EA	$	22.00	$	264.00
	Bin-Hang/Stack, Large, Red						
6	HGAC-NEW	1.00	EA	$	1,000.00	$	1,000.00
	Contract No. AM10-20						
7	TM-400-20-UN	1.00	EA	$	995.00	$	995.00
	Arm-Safety Arm System, Right Side						
8	TM-500-10-PFXT-RHS	1.00	EA	$	995.00	$	995.00
	Clamp Block-Safety Arm, Stryker, Right						
9	TM-100-20-UN	1.00	EA	$	795.00	$	795.00
	Surface Base-STANDARD SIZE						
10	TRADE-IN	1.00	EA	$	0.00	$	0.00
	Used Vehicle						
Pending Eval							
11	SpecDoc	1.00	EA	$	0.00	$	0.00
	Configurable item to create the SpecDoc						

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

10/7/2024 2:28:09 PM

Estimate No:	Q4437-0001
Quote Date:	10/7/2024
Expiration Date:	11/21/2024
Salesperson:	KS
Payment Terms:	Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount:	262,100.00
Order Disc(3.8153%):	-10,000.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	252,100.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

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For your convenience, all pricing has been itemized below per quote Q4437-0001 for San Angelo Fire Department

Base Module	$	161,200.00
Chassis Exterior	$	28,275.00
Module Exterior	$	43,700.00
Chassis Interior	$	1,575.00
Module Interior	$	22,725.00
Total	**$**	**257,475.00**

Items included in above totals:

1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration	$	6,750.00
2. This is a CAAS GVS v3.0 Unit	$	incl
Chassis Exterior:		
3. Customer Provided Chassis processing and handling fee and replacement rear window glass with sliding window	$	2,725.00
4. Heat Shielding for Diesel Chassis	$	2,225.00
5. Chassis Paint Layout: Keep Factory Paint Color - Red	$	incl
6. Chassis : 2024 Ford F-450, Diesel, 4x2, Regular Cab, 108" Cab to Axle, PQ - Race Red	$	incl
7. Suspension: LiquidSpring	$	17,050.00
8. Camera System: Voyager 7" Monitor with Back-Up Camera	$	2,400.00
9. Black Back-up Camera	$	incl
10. Wheel type: Stainless steel covers	$	incl
11. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	$	425.00
12. Road Force Elite tire and wheel balancing	$	incl
13. Grille Guard: Grille Guard with Wraparounds	$	incl
14. Siren Amplifier: Howler	$	1,875.00
15. Window Tint (35% VLT) on Chassis Doors	$	425.00
16. Passenger's side Grille Light: Whelen M4 Red Light	$	incl
17. Driver's side Grille Light: Whelen M4 Clear Light	$	incl
18. Passenger's side Intersect Light: Whelen M4 Clear Light	$	incl
19. Driver's side Intersect Light: Whelen M4 Red Light	$	incl
20. Driver Fender Light: Whelen M4 Clear Light	$	425.00
21. Passenger Fender Light: Whelen M4 Clear Light	$	425.00
22. UNOC #2123 - Install customer provided MagneGrip exhaust tip. Customer requests	$	300.00

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that the exhaust be adjusted so that MagneGrip extension is at least 12" from the rear tires.

Chassis Exterior Subtotal	**$**	**28,275.00**

Module Exterior:

23. Power Source: MEPS	$	20,775.00
24. Module Paint Layout: Non-White One Tone - PQ - Race Red	$	3,675.00
25. Roof Color: PQ - Race Red	$	incl
26. No Design Package	$	incl
27. Frazer Provided Tier 2 - Standard Graphics	$	6,200.00
28. Solid Color Conspicuity Squares on Entry Doors	$	500.00
29. Body Drop on the Passenger's Side Forward of Rear Wheels	$	incl
30. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	$	350.00
31. Dri-Deck in Applicable Exterior Compartments	$	425.00
32. Ground Lights: Entry Doors	$	1,500.00
33. GTT Opticom (Infrared)	$	2,725.00
34. Opticom Switching: On with Primary and Cut-off with park	$	incl
35. Shore Power: Single 30 Amp on Front Wall	$	incl
36. Pigtail/Plug Option: Pigtail	$	incl
37. Install Ignition Kill Switch	$	425.00
38. Coax 1: Run coax from location 1 to Chassis	$	incl
39. Coax 2: Run coax from location 2 to Chassis	$	incl
40. Coax 3: Run coax from location 3 to Electrical Compartment	$	incl
41. Coax 4: Run coax from location 4 to Electrical Compartment	$	incl
42. Front Wall Light Layout: Lower 5 Lights	$	incl
43. Front Wall Light #1: Whelen M6 Amber Light	$	incl
44. Front Wall Light #2: Whelen M6 Red Light	$	incl
45. Front Wall Light #3: Whelen M6 Clear Light	$	incl
46. Front Wall Light #4: Whelen M6 Red Light	$	incl
47. Front Wall Light #5: Whelen M6 Amber Light	$	incl
48. Front Wall Driver Side Box Light: Whelen M9 Red Light	$	200.00
49. Front Wall Passenger Box Light: Whelen M9 Red Light	$	200.00
50. Driver Wall Front Box Light: Whelen M9 Red Light	$	200.00
51. Driver Wall Rear Box Light: Whelen M9 Red Light	$	200.00

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52. Driver Wheel Well Light: Whelen M6 Red Light	$	incl
53. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing	$	incl
54. O2 Compartment Style: 76" O2 Standup with Divider	$	incl
55. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	$	incl
56. O2 Regulator - Ship Loose	$	275.00
57. Intermediate Compartment Style: Left T-Split	$	350.00
58. Electrical Compartment Style: Taller Electrical Compartment	$	incl
59. Dometic Self-Contained A/C with Exhaust Fan	$	incl
60. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	$	350.00
61. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	$	350.00
62. Module Window Option: Sliding Window	$	incl
63. Window Tint (5% VLT) on Rear and Side Entry Doors	$	425.00
64. Upper Rear Wall Light Layout: 3 Across	$	incl
65. Upper Light #1: Whelen M6 Load Light	$	incl
66. Upper Light #2: Whelen M6 Amber Light	$	incl
67. Upper Light #3: Whelen M6 Load Light	$	incl
68. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	$	incl
69. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	$	incl
70. Lower Light #3: Whelen M6 Amber Light	$	incl
71. Lower Light #4: Whelen M6 Amber Light	$	incl
72. Rear Wall Driver Box Light: Whelen M9 Red Light	$	200.00
73. Rear Wall Passenger Box Light: Whelen M9 Red Light	$	200.00
74. Lower BTTs: 2 Grote Lights on each side	$	incl
75. Rear Bumper	$	incl
76. Door Grabbers	$	incl
77. License Plate Light	$	incl
78. Passenger Wall Front Box Light: Whelen M9 Red Light	$	200.00
79. Passenger Wall Rear Box Light: Whelen M9 Red Light	$	200.00
80. Passenger Wheel Well Light: Whelen M6 Red Light	$	incl
81. Interior Step Option: Double Step Well	$	incl
82. Passenger Rear Compartment Style: Passenger Side Storage Compartment	$	incl
83. Door Locks on Entry Doors and Front I/O	$	2,125.00

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84. Gas Hold Open on All Compartments	$	1,650.00
Module Exterior Subtotal	**$**	**43,700.00**

Chassis Interior:

85. Siren Speakers: Whelen SA 315 Speakers	$	incl
86. Tap-2 on Primary Siren	$	incl
87. Siren Option: Whelen C9 Siren in Console	$	incl
88. Mic 1 shipped loose	$	incl
89. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
90. Slot 1: Extended MDT plate - no swivel, no fuel gauge	$	150.00
91. Slot 2: Single Slot Switch Panel	$	incl
92. Slot 3: Siren 1	$	incl
93. Slot 4: Radio Plate: 7 L X x 2.5 W opening dims Item ID 19868	$	incl
94. Console Switch Layout : Primary - Secondary - Howler - Blank - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Blank -	$	incl
95. New Armrest	$	350.00
96. Console Layout: 4-Slot Console	$	incl
97. Chassis Rear Wall: 3 High Glove Box Holder	$	350.00
98. Tremco Anti-Theft System	$	725.00
Chassis Interior Subtotal	**$**	**1,575.00**

Module Interior:

99. Protek Cushions	$	incl
100. Gunmetal Grey Interior	$	incl
101. Stainless Steel Countertops	$	incl
102. Yellow Grab Rails	$	350.00
103. Stacked Cabinet with Medvault Opening	$	1,825.00
104. Medvault w/ Wifi	$	3,975.00
105. (2) Glove Box Holders on the Front Wall	$	500.00
106. *Note to Engineering* (3) Stacked front wall cabinets to be facing P/S in lieu of rear: -upper cabinet: Medvault -middle cabinet: Lexan door with two shelves -bottom cabinet: Lexan door with three shelves	$	incl
107. Location 1: 4 Switch w/Thermostat	$	incl
108. Location 2: Double O2 Outlet	$	incl
109. Location 3: Blank	$	incl

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110. Location 4: Blank	$	incl
111. Location 6: Blank	$	incl
112. Location 7: Blank	$	incl
113. Location 8: Quad 120 VAC	$	incl
114. Location 9: Suction	$	incl
115. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Off/Low;	$	incl
116. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	$	2,175.00
117. Sharps Container at Action Wall	$	incl
118. New Action Wall Acrylic Holder	$	incl
119. New 6pt Harness at the CPR Seat	$	775.00
120. Acrylic Holder Aft CPR Seat	$	incl
121. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	$	incl
122. Latching Double Interior Squad Bench Storage	$	incl
123. Two Seating Positions at the Squad Bench - 1 and 3	$	incl
124. Harness Type for Seat Position 1: New 6pt Harness	$	775.00
125. Harness Type for Seat Position 3: New 6pt Harness	$	775.00
126. Acrylic Holder and Sharps at Squad Bench	$	1,200.00
127. Triple Squad Bench Cabinet	$	1,350.00
128. Trashcan With Lid at the Head of the Squad Bench	$	incl
129. O2 Outlet Above the Front I/O	$	incl
130. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	$	incl
131. 2 High "D" Cylinder Holder in the Front I/O	$	275.00
132. Duplex Outlet Above the Front I/O	$	incl
133. *Note* Sharps container to be installed beneath acrylic holder at seated position #2	$	incl
134. Single O2 Outlet in Ceiling Raceway	$	500.00
135. IV Hanger on Ceiling Raceway	$	incl
136. Driver and Passenger Side Yellow Powdercoated Ceiling Grab Rails for 14' Unit	$	725.00
137. IV Hanger on Squad Bench Ceiling	$	incl
138. In-Module Camera at the Rear Position	$	850.00
139. Rear Headknocker Options: No Clocks or Speakers	$	incl
140. Stryker cot tower only (no antler and bar)	$	incl
141. Stryker Floor Track and Customer Provided Stryker Power-LOAD - Gen 2	$	4,525.00

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142. Loncoin II Onyx Floor	$	incl
143. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	$	1,050.00
144. Module Heater : New	$	incl
145. Customer Provided Items Processing Fee	$	1,100.00
Module Interior Subtotal	**$**	**22,725.00**

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Last edited by lhooker on October 07 2024

Email this quote along with your PO

to Kalyn Salsman at ksalsman@frazerbilt.com

Remit To:

Frazer, LTD
7219 Rampart St.
Houston, Texas 77081
USA

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 120 days before the projected production start date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

CHASSIS PAYMENT CONSIDERATION: Please note that payment for the chassis may have been issued prior to the 120-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.

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DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

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INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider approving Buyboard Contract #672-22 for the purchase of two dewatering pumps from Xylem Dewatering Solutions, Inc. in the amount of $64,875.73 and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)

Staff Recommendation:

Approve

Summary/History:

Council approval is requested for the purchase of two trash pumps using the Buyboard cooperative contract. This equipment is to be utilized by the Water Utilities Department for the purpose of water pumping efforts as required due to water leaks or other similar events. The requested new units will replace two existing units that are beyond their useful life expectancy.

Purchase will be made from Xylem Dewatering Solutions, Inc. (Midland, TX)

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Water	260-4400-800.07-41		$64,875.73

Financial Impact:

Approval of the purchase of two dewatering pumps from Xylem Dewatering Solutions, Inc. will be in the amount of $64,875.73.

Other Information/Recommendation:

Approval for purchase is requested using Buyboard Contract #672-22 for the purchase of two dewatering pumps from Xylem Dewatering Solutions, Inc.

Attachments:

1. Xylem Quote — Xylem Quote.pdf

Presentation:

Ryan Kramer

Approvals/Reviews:

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

2509 E CR90
Building 7
Midland, TX 79706-4324
Tel: 469-221-1444
Fax: 972-501-9784
www.godwinpumps.com

October 10, 2024

Ryan Kramer
City of San Angelo
72 West College Ann
San Angelo, TX 76903

Phone: (325) 657-4329
Email: ryan.kramer@cosatx.us

RE: Quote Sale Buy board Pricing SD150
Sale Quotation 153002055

Dear Ryan:

Xylem is pleased to offer the following quote for the Godwin's SD150M 6" 4LE2T-T4 RGT Dri Prime pump.

This sale reflects the discounted rate on TX Buy Board contract #672-22.

Note: all lead-times are confirmed at time of receipt of order due to intermittent supply chain issues.

Thank you again for your interest in Xylem products and the services we provide. We appreciate the opportunity to be of service and look forward to working with you. If you have any questions or concerns, please contact our local office at 469-221-1444 or you may contact me directly at 432-230-7049 or carey.mcsweeney@xylem.com

Sincerely,

Carey McSweeney
Outside Sales Representative

CM / is

2509 E CR90
Building 7
Midland, TX 79706-4324
Tel: 469-221-1444

xylem Let's Solve Water
godwin FLYGT

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
		Contract Item:		
A	2	Dri-Prime SD150M Diesel Pump • 6" 150# Flange Suction and Discharge • 260mm Trimmed Impeller • Isuzu 4LE2T T4 Diesel Engine • Includes MPC10 Engine Controller • GP60 Highway Trailer, 60 Gal Fuel Tank	$ 31,347.00	$ 62,694.00
		***With purchase of above pump(s), Xylem recommends purchasing the PM Service item(s) listed below:**		
	2	KTSD150MRS25 SD150M Diesel 1-2 yr Spares Kit	1,550.00	3,100.00
	2	PPGODWINPMA00 Single Annual Visit Prepaid Bronze PMA	850.00	1,700.00
		Open Market Items:		
A	1	Inbound Freight	TBD	TBD
B	106	Fuel Surcharge by the Mile	0.86	91.16
C	2	6" x 20' Black Water Suction Hose with Cam and Groove	567.75	1,135.50
D	2	4" x 20' Black Water Suction Hose with Cam & Groove Fittings	287.25	574.50
E	1	6" Square Hole Screen W/ Female CG Fitting (1) AD060060CFPMA0 - CG Fitting (1) SCLH060PT000 - Screen	232.82	232.82

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/ and incorporated herein by reference and made a part of the agreement between the parties.

2509 E CR90
Building 7
Midland, TX 79706-4324
Tel: 469-221-1444

xylem Let's Solve Water

godwin FLYGT

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
F	1	4" Large Hole Suction Screen with Female Cam & Groove Fittings	147.75	147.75

Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.

A signed copy of this Quotation is acceptable as a binding contract.

	Name:
Signature:	**(PLEASE PRINT)**
Company/Utility:	**Reference #:**
Address:	**Date:**
	Phone:
	Email:
	Fax:

Net Sale Total with Recommended PM Service Kits	$ 69,675.73
NET SALE TOTAL	**$ 64,875.73**
DELIVERY CHARGE	**$ 1,024.00**

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/ and incorporated herein by reference and made a part of the agreement between the parties.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider approving Buyboard Contract #685-22 for the purchase of one skid steer from Clark Equipment Co. in the amount of $64,725.54 and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)

Staff Recommendation:

Approve

Summary/History:

The requested purchase of a skid steer for the Stormwater Division shall be from Clark Equipment Company (also known as Bobcat Equipment) and sourced through Bobcat of Abilene utilizing the Buyboard purchasing cooperativecontract. This unit will be used in storm drain debris clean up efforts and is well suited to fit into many other applications for the Division.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Stormwater	240-5800-800.07-41		$64,725.54

Financial Impact:

Approval of the purchase of one skid steer from Clark Equipment Co, will be in the amount of $64,725.54 budgeted in FY25.

Other Information/Recommendation:

Approval for purchase is requested using Buyboard Contract #685-22 for the purchase of one skid steer from Clark Equipment Co. (Bobcat of Abilene).

Attachments:

1. SAN ANGELO, CITY - S76 NO FLEX - NC820014 UPDATED — SAN ANGELO, CITY - S76 NO FLEX - NC820014 UPDATED.docx

Presentation:

Ryan Kramer

Approvals/Reviews:

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

Product Quotation
Quotation Number: **NC820014**
Quote Sent Date: **Oct 28, 2024**
Expiration Date: **Nov 27, 2024**

Your Bobcat Contact
Nolan Clark
Phone:
Email: nolan.clark@doosan.com

Your Customer Contact

Deliver to
CITY OF SAN ANGELO 2429339

Bobcat Dealer
Bobcat of Abilene, Abilene, TX
2249 SOUTH TREADWAY BLVD
ABILENE, TX, 79602-5907
ISAIAH CORTEZ

Bill to
CITY OF SAN ANGELO 2429339
1727 Saint Ann St
San Angelo, TX, 76905-6266

Item Name	Item Number	Quantity	Price Each	Total
S76 T4 Bobcat Skid Steer Loader	M0369	1	50,749.76	50,749.76
Standard Equipment: 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Hand and Foot (Manual) Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Lift Arm Support Lift Path: Vertical Lights, Front and Rear LED Operator Cab Includes: Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Wedge Brake System Tires: 12-16.5, 12PR, Bobcat Heavy Duty Two Speed Travel Telematics - Machine IQ 2-year Basics Warranty: 2 years, or 2000 hours whichever occurs first				
Comfort Package *Included:* Comfort Package Includes:, Enclosed HVAC Cab, Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Instrumentation: Standard 5" Display, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts, Premium LED Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction, Automatic Ride Control	M0369-P11-C07	1	8,111.48	8,111.48
Selectable Joystick Controls	M0369-R01-C04	1	661.96	661.96
High-Flow Hydraulics	M0369-R03-C03	1	2,109.76	2,109.76
74" Heavy Duty Bucket	7272680	1	1,451.58	1,451.58
	Total for S76 T4 Bobcat Skid Steer Loader			63,084.54

Quote Total - USD	63,084.54
Dealer P.D.I.	200.00
Freight Charges	1,325.00
Destination Charges	116.00
Quote Total - USD	**64,725.54**

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Texas Buyboard Construction Equipment Contract #685-22.

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

Customer acceptance:
Quotation Number:: **NC820014** Purchase Order:_____

Authorized Signature:

Print:_____ Sign:_____

Date:_____ Email:_____

Addresses

Delivery Address_____

Billing Address (if different from ship to):_____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of:_____

Tax Exempt ID:

Federal:_____

State:_____

Expiration Date:_____

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider approving Sourcewell Contract #031721-VRM for the purchase of one wood chipper from Vermeer Texas-Louisiana in the amount of $108,452.90 and authorizing the City Manager to negotiate and execute all related documents (Ryan Kramer)

Staff Recommendation:

Approve

Summary/History:

The purchase of one wood shipper is requested utilizing the Sourcewell purchasing cooperative contract. This unit is used while clearing brush and over-growth from drainage areas, alleys, and other city-owned properties and easements. This new unit will replace one existing unit within the Stormwater Division that has surpassed its useful life expectancy.

Purchase will be made from Vermeer Texas-Louisiana (Midland, TX)

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Stormwater	240-5800-800.07-42		$108,452.90

Financial Impact:

Approval of this purchase using Sourcewell Contract #031721-VRM for one wood chipper will be in the amount of $108,452.90.

Other Information/Recommendation:

Approval of Sourcewell Contract #031721-VRM for the purchase of one wood chipper is requested.

Attachments:

1. 102324 BC1800XL Q00839 — 102324 BC1800XL Q00839.pdf

Presentation:

Ryan Kramer

Approvals/Reviews:

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

Vermeer Texas-Louisiana
6117 East Interstate 20
Midland, TX 79706
Ph: (432) 685-9276
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
PO Box 227283
Dallas, TX 75222-7283

Ship To: IN STORE PICKUP

Invoice To: CITY OF SAN ANGELO
VEHICLE MAINTENANCE
1727 ST ANN ST
SAN ANGELO TX 76905

Branch		
16 - MIDLAND		
Date: 10/23/2024	Time: 12:54:59 (O)	Page: 1
Account No: SANAN018	Phone No: 3256574219	Est No: 03 Q00839
Ship Via:	Purchase Order: BC1800XL	
Tax ID No:		
HAYDEN MCCALIB	Salesperson: 270	

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/30/2024 Amount

PRICING PER SOURCEWELL CONTRACT NUMBER: 031721-VRM

New VERMEER BC1800XL BC1800XL W/ 173HP JOHN DEERE T4F/STAGE 108452.90
****INCLUDING THE FOLLOWING OPTIONS****
BC1800XL149 BC1800XL W/ 173HP JOHN DEERE T4F/STAGE V EL
BR 19" capacity drum style brush chipper includes a 173HP
John Deere 4045 Tier 4 Final/Stage V turbocharged diesel
engine, high coolant temperature and low oil pressure
automatic shutdown; precleaner; DEF tank; spring loaded
clutch; live hydraulics; variable speed dual vertical feed
rollers; selectable SmartFeed; pintle hitch; lockable
battery box; lockable control panel; lockable engine doors;
lockable toolbox; infeed curtain; dual-edged knives,
selectable ECOIdle
BC1800XLAM010 TELEMATICS
BC1800XL012 BC1800XL MANUAL HEIGHT ADJUSTABLE
DISCHARGE/CHIP CHUTE
BC1800XL040 ~BC1800XL DOMESTIC 6-WAY ROUND TRAILER PLUG
BC1800XL093 BC1800XL RIGHT SIDE WINCH OPTION T4i
BC1800XL139 BC1800XL HEAVY DUTY MANUAL JACK
BC1800XL153 BC1800XL RIGHT SIDE CONTROLS - JD T4F (173HP)
BC1800XL155 ~BC1800XL DOMESTIC LED LIGHTS
BC1800XL167 BC1800XL EL BR RAD TIRE - WINCH

Subtotal: 108452.90
Authorization: _____ Quote Total: 108452.90

Good for thirty (30) days from date of quote.

Thank You For Your Business!

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Heather Stastny, City Clerk, Facilities Maintenance

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider awarding RFB-CFM-01-25 Electrical Maintenance and Repair Services to MC Electric and authorizing the City Manager to negotiate and execute all related documents (Kyle Henry)

Staff Recommendation:

Accept

Summary/History:

The City of San Angelo accepted sealed bids to establish a Fixed-Price Agreement with multiple vendors and qualified contractor(s) for providing Electrical Maintenance and Repair Services to approximately sixty-five (65) facilities. The services will generally include, but not be limited to, installation, maintenance, and service calls in both commercial and residential properties. MC Electric was the only vendor to submit.

Locations of the work shall include, but not be limited to, the following buildings:

- City Hall
- City Hall Annex
- Fort Concho
- Ralph Chase State Building
- Mathis Field Airport
- Animal Services Building
- San Angelo Police Department
- Municipal Court

The number of facilities may increase as new facilities are completed. Services required will include installation, maintenance, and service calls on an as-needed basis. This agreement will contain a fixed pricing structure for the term of the agreement. The Bidder shall provide hourly and overtime hourly rates for journeyman, apprentice, and any laborer/helper in their employ.

Funding Source(s):

Financial Impact:

Various City Departments & Accounts/Funds will be utilized.

Other Information/Recommendation:

Attachments:

1.	01 RFB CFM-01-25 Electrical	01 RFB CFM-01-25 Electrical.pdf
2.	Bid Tabulation CFM-01-25	Bid Tabulation CFM-01-25.pdf

Presentation:

Kyle Henry

Approvals/Reviews:

Heather Stastny	Created/Initiated
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

City of San Angelo

REQUEST FOR BIDS

RFB CFM-01-25

Construction and Facilities Maintenance

Electrical Maintenance and Repair Services

SUBMITTAL DEADLINE: AVAILABLE ON CITY OF SAN ANGELO - BONFIRE

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

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1. INVITATION TO BID

1.1 General

The City of San Angelo is accepting sealed bids to establish a Fixed Price Agreement with multiple vendors with qualified contractor(s) for providing Electrical Maintenance & Repair Services to approximately sixty-five (65) facilities. The services will generally include, but not be limited to, installation, maintenance, and service calls, in both commercial and residential properties.

There will be at least two alternate contractors also selected to provide services should the primary not be able to respond in the manner and time frame deemed necessary by the City Representative placing the initial service request.

Should the scope and/or complexity of a specific project exceed City guidelines, or in the event of an emergency, the City reserves the right to request quotes or bids from additional providers.

Locations of the work shall include, but not be limited to, the following buildings:

- City Hall
- City Hall Annex
- Fort Concho
- Ralph Chase State Building
- Mathis Field Airport
- Animal Services Building
- San Angelo Police Department
- Municipal Court

The number of facilities may increase as new facilities are completed. Services required will include installation, maintenance, and service calls on an as-needed basis. This agreement will contain a fixed pricing structure for the term of the agreement. The Bidder shall provide hourly and overtime hourly rates for journeyman, apprentice, and any laborer/helper in their employ.

1.2 Confidentiality

All submissions shall remain confidential. After award, submissions will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the bid unless clearly identified as such.

1.3 Document Availability

Bid Documents are available in the Purchasing Division or may be downloaded from the City's website at https://cosatx.bonfirehub.com/. To locate the documents on the Bonfire Portal, go to:

Open Public Opportunities > RFB CFM-01-25 / Electrical Maintenance and Repair Services

1.4 Non-Mandatory Pre-Bid Conference

A non-mandatory pre-bid conference will be held on **October 3, 2024, at 10:00 A.M, Local Time** located at City Hall 2nd floor conference room (72 W. College Ave., San Angelo, TX 76903). Representatives of the City will discuss the project and answer questions regarding bid procedures.

1.5 Insurance and Indemnification Requirements
Insurance and indemnification requirements applicable to this project are detailed within the Special Insurance Rider and/or the draft project agreement included with this solicitation package. Please review the insurance and indemnification requirements with your insurance agent prior to submission.

1.6 Interpretations
All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division through Bonfire, City's e-Procurement Platform. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued by addenda and posted on the Bonfire Project Page. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.7 Required Response
The City requires a response to any Request for Bid (RFB) notifications sent to potential vendors. Should a company choose not to participate, then to remain on the City of San Angelo's potential vendors list, a "No Bid Reply" must be submitted.

1.8 Deadline and Delivery Location
RFB submittals must be received no later than **the posted submission deadline listed in City's e-Procurement Portal (Bonfire).** The time recorded in Bonfire will serve as the official record of time. Bids received after the bidding deadline will not be considered.

> **It is the sole responsibility of the vendor to ensure that the sealed RFB submittal arrives via Bonfire by the specified deadline.**
>
> ***Faxed or physically submitted bids will not be accepted.***

1.9 Addenda
Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's e-Procurement Portal (Bonfire). Respondents should **acknowledge any addenda as part of their submission in Bonfire.** Respondent is responsible for checking the City's e-Procurement Platform (Bonfire) to determine if any addenda have been issued prior to submitting a bid. Failure to consider all addenda will be at the respondent's risk.

1.10 Copies of Bid Tabulation Results
To obtain Bid Tabulation results, download the file in City's e-Procurement Portal (Bonfire) at least 24 hours after the close date.

1.11 Award of Contract
The City reserves the right to accept or reject any or all bids, and to waive any informalities or irregularities in the RFB process. The City is an equal opportunity employer.

1.12 Acceptance of Bid Content
Before submitting a bid, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the bid will rely. If the respondent receives an offer because of its bid, failure to have made such investigation and examinations will in no way relieve the respondent from its obligation to comply in every detail with all provisions and requirements.

1.13 Equal Employment Opportunity
Attention of respondents to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

1.14 Price Escalation

Price must be firm for each one (1) year term. A price increase shall at no time be more than what similar volume customers would pay (see Warranty-Price). The vendor must provide the City a thirty (30) day notice for a price escalation request. The vendor must provide cost analysis and/or other documentation to justify any increase, to include industry and industry group level trends and indexes and should not exceed an annual increase of 4% of the originally quoted cost.

The City Manager or their designee may approve a contract term extension with or without a price increase or reduction at their full discretion. An increase in price must be justified in writing or by documentation from the Vendor to the satisfaction of the City Manager or their designee. If no agreement is reached, the City may re-bid the contract.

1.15 Bid Term

This bid will be for one (1) year effective from the award date by the City Council. Two (2) additional one (1) year term extensions will be available subject to agreement by both parties.

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

1.16 Points of Contact

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

Kyle Henry, Manager
Construction and Facilities Maintenance Department
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903

2. INSTRUCTIONS TO BIDDERS

2.1 Corrections, Additions, or Deletions
Corrections, additions, or deletions to any portion of the invitation will be in the form of written addenda.

2.2 Examinations of RFB Documents
Respondents are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the respondent's risk.

2.3 Bid Form
Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Bids by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the bid of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

All blank spaces in the bid form shall be filled. A bid price shall be indicated for each item and alternative listed therein, or the words "No Bid", "No Charge", or other appropriate phrase shall be entered. Bids must include all required forms as prescribed herein. Bids received without all such items completed may be considered nonresponsive.

The vendor is not required to acknowledge receipt of addenda but shall include all addenda in vendor's response. No alterations in bids or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor. Failure to consider all addenda prior to submitting a bid shall be at the risk of the vendor.

2.4 Taxes
All quotations are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.

2.5 Authorized Signature
Bids must show vendor name, address, and be manually signed. The person signing the bid must have authority to bind their firm in a contract. Any erasures or other changes must be initialed by the person signing the bid.

2.6 Modification or Withdrawal of Bids
Bids **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by withdrawal through Bonfire. No bid may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

2.7 Restrictions on Communication
Respondents shall not communicate with: 1) elected City officials and their staff regarding the RFB or from the time the RFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFB and/or bid submitted by respondent. Violation of this provision by respondent and/or its agent may lead to disqualification of respondent's bid from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFB;
3. Respondents may submit written questions concerning this RFB to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered.

   It is required that all questions be sent through the City's e-Procurement Platform, Bonfire. Questions submitted and the City's responses will be published in the form of addenda to the Project Page in Bonfire. Respondent is responsible for calling the City or reviewing the Bonfire Project Page to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.
4. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. All cost associated with interviews will be at the respondents' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
5. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons shall not be considered a violation by respondent of this section.

2.8 Disqualification

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

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

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

C. The respondent is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;

D. The bid is not received by the bid submittal deadline; or,

E. The bid is not executed by a person authorized to enter into a contract binding on the respondent.

2.9 Reservations

The City expressly reserves the right to accept, reject, or cancel all bids AND:

A. Waive any defect, irregularity, or informality in any bid or bidding procedure;

B. Extend the bid closing time and date;

C. Reissue a bid invitation or RFB;

D. Procure any item by other means;

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

F. Award multiple contracts based on low bids for individual items or groups of similar items.

2.10 Acceptance
The vendor's signature on the bid response constitutes an offer to sell under the terms and conditions contained in the bid (CFM-01-25). The Notice of Award offered to the vendor constitutes acceptance of the offer to sell and consummates a binding contractual agreement. Acceptance of respondent's offer will be in the form of a purchase order (bearing the valid signature of the Procurement Official) and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

2.11 Invoices and Payment
Contractor will submit itemized invoices for all services rendered pursuant to this Request for Bids. Invoices will bear the name of the firm and will be addressed to the appropriate City Point of Contact, Contract Number (CFM-01-25), and Purchase Order number. Invoices will be in itemized format and provide enough detail that demonstrates work performed or goods tendered.

Payment may be withheld by City, at the discretion of the City, to vendor until all required documents pertaining to the incurred charges are provided to the authorized City representative.

2.12 Gratuities
The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by vendor in providing such gratuities.

2.13 Termination
Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be affected by the delivery to vendor of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective.

2.14 Force Majeure
Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

2.15 Assignment-Delegation
No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by vendor be valid without the written permission of the City. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.16 Waiver
No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

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

2.18 Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

2.19 Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

2.20 Advertising

Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

2.21 Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

2.22 Equal Employment Opportunity

Vendor agrees that during the performance of its contract it will:

- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

All vendors must be Equal Opportunity Employers. Disadvantaged and Minority vendors are encouraged to participate.

2.23 Conflict of Interest

Vendor agrees to comply with the conflict-of-interest provisions of the City of San Angelo Charter and Code of Ordinances. Vendor agrees to maintain current, updated disclosure of information on file with the City Clerk throughout the term of the contract.

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interests' disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) – included in the bid forms - must be submitted no later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or responds to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

2.24 Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. **An authorized agent of the business entity must sign the printed copy of the form.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Information regarding how to use the filing application and the application are both available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Instructional videos are available under the heading Instructional Videos for Business Entities.

The Form 1295 must be received, signed and notarized, within thirty (30) days of Council award or the contract may be voided.

2.25 Taxes and Permits

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the City or the selected vendor in connection with the work shall be paid by the vendor. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax and Federal Excise Tax.

2.26 Examination of Contract Documents

Each vendor shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a bid shall constitute an acknowledgment that the vendor has thoroughly examined and is familiar with the contract documents. The failure or neglect of a vendor to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to its bid or to the contract. No claim for extra or additional compensation will be allowed based upon a lack of knowledge of any contract document, and the City will in no case be responsible for any loss or for unanticipated costs that may be suffered by the selected vendor as a result of conditions pertaining to the work.

2.27 Familiarization with the Type of Work

Before submitting a bid, each prospective vendor shall familiarize itself with the work, local labor conditions and all laws, regulations, and other factors affecting performance of the work. It shall carefully correlate its observations with requirements of this request and otherwise satisfy itself of the expense and difficulties attending performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment for lack of such familiarization.

2.28 Partial Award

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

2.29 Legal Venue

Tom Green County, Texas

2.30 Funds – Price

The vendor submitting the lowest and best bid for each item will establish a price agreement with the City. The item(s) ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City. The City reserves the right to award in the bid in whole, by category or by product.

2.31 Claims for Overcharges

Vendor hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

2.32 Materials

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

2.33 Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Bidders are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

3. TERMS AND CONDITIONS

3.1 Order Placement

No order shall be accepted without a Purchase Order and all invoices must reflect the Purchase Order number. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to vendor by City. Accepting orders without a Purchase Order number shall be at the risk of the vendor.

3.2 Shipment under Reservation Prohibited

Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3.3 Title and Risk of Loss

The title and risk of loss of the goods shall not pass to City until City receives and takes possession of the goods at the point or points of delivery.

3.4 Delivery Terms and Transportation Charges

F.O.B. destination, unless delivery terms are specified in vendor's bid, or actual costs, whichever is lower. If the quoted delivery terms do not include transportation costs, the City shall have the right to designate what method of transportation shall be used to ship the goods. Delivery may be a consideration in the award when shown to be a benefit to the City.

3.5 No Replacement of Defective Tender

Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and vendor will not have the right to substitute a conforming tender. Where the time for performance has not yet expired, the vendor may reasonably notify City of its intention to cure and may then make a conforming tender within the contract time.

3.6 Place of Delivery

The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". The terms of this agreement are "no arrival, no sale".

3.7 Special Tools and Test Equipment

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by vendor for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the vendor as such.

3.8 Warranty-Price

The price to be paid by the City shall be that contained in vendor's bid which vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event vendor breaches this warranty, the prices of the items shall be reduced to the vendor's current prices on orders by others, or in the alternative, reduced to the vendor's current prices on orders by others, or in the alternative, City may cancel this contract without liability to vendor for breach or vendor's actual expense.

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3.9 Warranty-Product

Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions. Any warranties will become into effect on the contract effective date.

3.10 Safety Warranty

Vendor warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the vendor's expense. In the event vendor fails to make the appropriate correction within a reasonable time, correction made by City will be at vendor's expense.

3.11 Piggy-Back Procurements

Other municipalities or public agencies in the State of Texas may be interested in purchasing products as procured through this bid.

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded because of this bid. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed, e.g., Tom Green County, etc.

3.12 No Warranty by City against Infringements

As part of this contract for sale, vendor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to vendor for indemnification if vendor issued on the grounds of infringement or the like. If vendor is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, vendor will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If vendor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

3.13 Right of Inspection

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

3.14 Cancellation

City shall have the right to cancel for default all or any part of the undelivered portion of the order if vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.

4. GENERAL NOTES

The City of San Angelo is accepting sealed bids to establish a Fixed Price Agreement with vendors to establish a qualified contractor(s) for providing electrician services for approximately sixty-five (65) facilities. The services will include, but not be limited to installation, maintenance, and service calls, repairs, wiring services, installation and/or removal of electrical devices, fixtures, breakers, and electrical panels, etc...

The Electrical Contractor(s) selected will be the primary contact for providing electrical services. There will be two alternate contractors also selected to provide services should the primary not be able be able to respond in the manner and time frame necessary.

Should the scope and complexity of a specific project exceed City guidelines, the City reserves the right to request quotes or bids from additional providers.

4.1 General

A. All work and materials shall be installed in accordance with and meet or exceed all applicable federal, state and city codes, and standards.

B. The Contractor "Provider" shall provide all materials, equipment and labor necessary to perform maintenance, repair, installation, or alteration of various types of electrical systems. To include, but not be limited to power distribution centers, panels, breakers, commercial wiring, lighting, receptacles, etc.

C. Specialty and/or rental equipment shall be itemized and invoiced as a separate line item. Specialty equipment shall be supplied by electrical Contractor (Provider). A reasonable markup rate is allowed at the percentage rate (MPO) as stipulated in the bid document. Verification of the rental fee and mark up shall be provided to City upon request.

D. Contractor shall maintain a current Certificate of Insurance with the City's Risk Management Department prior to any work being performed. Insurance and indemnification requirements are included in this draft Service Agreement.

E. Should the contractor not be able to respond within a reasonable amount of time, as determined by the City, the City shall have the right to select the next lowest bidder. The process shall continue until a contractor is selected.

F. Contractor will be responsible for obtaining all necessary permits, inspections, and payment of all fees.

G. Contractor shall be licensed by the State of Texas and must hold a current contractor's registration, and be in good standing, with the City of San Angelo Inspection and Permits Department.

H. All sub-contractors shall be approved by the City prior to their commencement of work on any City property.

I. Sub-contractors performing work for the bidder shall have appropriate federal, state, and/or local licenses.

J. Sub-contractors performing work for the bidder shall have certificates of insurance on file with the City of San Angelo's Risk Management Department prior to any work being performed.

K. Some work areas may be security sensitive. City shall have the right to perform criminal background investigations on bidder and any employees of the bidder who will be performing work in such secure areas and/or allow their employees to be escorted by duly authorized personnel.

L. The City and Bidder shall comply with all applicable contract provisions when performing work requiring an expenditure of federal funds (e.g., Airport Improvement Projects).

M. Contractor is responsible for securing work areas and cleaning up all trash and debris upon completion of work.

N. Installation of equipment and materials shall be performed in accordance with all applicable federal, state, and local codes and ordinances.

O. Contractor shall install, by approved methods, UL approved materials, devices, and equipment at all times.

P. All installed materials, equipment, appliances, fixtures, materials, etc. shall be new and meet and/or exceed the current National Electrical Code and/or City Code requirements.

Q. The City shall have the right to inspect all materials and equipment to be installed.

R. The Contractor shall have all work performed inspected and approved by the City of San Angelo's Inspection & Permits Department.

S. Material Profit and Overhead- Materials, supplies, equipment, equipment rentals shall be invoiced at bidders' cost-plus mark-up. All invoices must reflect the MPO as a separate line item.

T. The City will compensate Contractor for one (1) Journeyman per service call, unless the scope of the project requires two or more to assist in the completion of the project/service call.

4.2 Definitions

Call Back - A direct response from a contractor to the City, to confirm an emergency service request, estimated time of arrival, etc. (nominally shall be within 30 minutes of the original emergency request for service). The Contractor shall provide a 24 hour-a-day contact number for emergency service requests.

Emergency Work – Any work, identified by an authorized City representative, that is necessary for the continued operation of the City of San Angelo's infrastructure, or which directly impacts the citizens of San Angelo. For example, Machinery or systems that are critical to the operation of the City and rendered out of service by act of God or other unforeseen circumstance or condition requiring immediate repair or replacement.

Holiday Hours - Holiday Hours as used within this agreement are defined as any period of time worked on New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day.

Non-Emergency Work – Routine service request where the work has not been identified as an emergency by the City.

Overtime Hours - Overtime Hours as used within this agreement is defined as any period within a twenty-four-hour (24) period worked, with the consent of the City, beyond Regular Hours (as identified in Exhibit "C").

Regular Hours - Regular Hours as used within this agreement is defined as any eight (8) hour period within a twenty-four (24) hour period. Nominally: 8 am-5pm, unless otherwise specified (Exhibit "C").

4.3 Non-Emergency Work

The response time on non-emergency work (Service Call) shall not exceed three hours from the time of notification from an authorized representative of the City of San Angelo, unless other arrangements have been made and approved by an authorized City representative. All work shall be performed during normal business hours, unless otherwise approved by an authorized representative of the City.

4.4 Emergency Work
For purposes of this section, the authorized representative of the City shall decide whether a specific situation is an emergency. The response time to the job site for any emergency repairs shall not exceed one and one half (1½) hours from the time of notification. The response time for emergency repairs shall apply twenty-four (24) hours a day including weekends and holidays.

Call Back times after a request for emergency service has been made shall be no longer than thirty (30) minutes.

4.5 Rates
Rates shall be the appropriate rates for regular, overtime and holiday hours and no more than rates charged for similar work to other similar customers.

4.6 Delivery Lead Times
The contractor shall furnish an estimated delivery lead-time for any materials or supplies provided in conjunction with this contract.

4.7 Licensing
Contractor and Sub-Contractors (if applicable) must be licensed by the State of Texas, must hold a current registration with the City of San Angelo Inspection and Permits Department, and applicable insurance certificates on file, and approved by the City's Risk Department.

Copies of certificate and license number(s) for all Masters, Journeyman, and Apprentice employees must be submitted with the bid proposal. Failure to provide a copy of licenses and all other required information used to determine contractor's eligibility to perform this work will result in rejection of the bid.

4.8 Code Compliance
All work, including installation of equipment shall be performed in accordance with all applicable federal, state, and local codes. Contractor shall install UL approved materials, devices, and equipment at all times. All installed materials, equipment, appliances, fixtures, piping, etc. shall meet OSHA and/or City Code requirements. The City shall have the right to inspect all materials and equipment to be installed.

4.9 Background Investigations
Some work areas may be security sensitive. The City shall have the right to perform criminal background investigations on bidder and any employees of the bidder (including all sub-contractors) who may perform work in City facilities. Contractor, his employees and any subcontractors shall be responsible for the performance of all Work contemplated by this document. The failure of any one person or entity to acquire and maintain necessary clearance shall not excuse the performance of Work required by these specifications.

4.10 Permits and Inspections
Contractor will be responsible for obtaining all necessary permits, inspections, and payment of all fees.

4.11 Clean up
Contractor is responsible for securing work areas and cleaning up all trash and debris upon completions of work.

4.12 Profit and Overhead
Materials, supplies, and equipment purchases shall be invoiced at a cost-plus percentage for profit and overhead. The percentage shall not be increased during the term of the contract except as provided the section 1.14 "Price Escalation".

4.13 Complex Services
The City reserves the right to solicit quotes/bids from all selected vendors as may be dictated by the scope and complexity of the required services.

When a quote is requested, the hourly rate shall remain the contracted rate. However, the material profit and overhead may be adjusted – subject to approval of an authorized City Official.

All quote submissions shall be itemized in writing describing the scope of work to be performed.

4.14 Response Time

A. A normal workweek shall be considered Monday – Friday, from 8:00 AM to 5:00 PM, Local Time.
   i. Bidder shall respond and be onsite, within a minimum of three (3) hours from the time of first call, unless other arrangements are made at the time the service request is made
   ii. Should the service request not be considered an **EMERGENCY**, and the Contractor is not able to respond within a reasonable period of time necessary for the service request time frame (as determined by the City representative placing the call), the City has the right to contact the next lowest bidder.

B. Nights, Weekends, and Holidays:
   i. Should an EMERGENCY request for service be placed with the Contractor or the Contractor's call service, the Contractor should return the call within a minimum of thirty (30) minutes.
   ii. **Emergency responses**- Contractor shall be on-site within one and one-half (1 ½) hours from the time of notification by an authorized representative of the City.
   iii. Should the contractor not be able to be on-site within the above timeframe, the City reserves the right to contact next lowest bidder(s).
   iv. The Contractor shall list an after-hour contact number in the bid sheet.

4.15 Labor Hourly Rates

Labor price shall be based on a per hour rate to provide a master, journeyman, apprentice, helper/laborer and overtime rate, etc. Hourly labor rates cannot be less than the prevailing wage rate for the appropriate location and class of labor. This does not prevent the bidder from paying more than the prevailing wage.

The Labor/Hourly Rates will remain in effect throughout the term of the bid except as provided in the section 1.14 "Price Escalation".

4.16 Material Profit and Overhead

Materials, supplies, equipment, equipment rentals shall be invoiced at bidders' cost-plus mark-up, as designated on the bid sheet, for Material Profit and Overhead (MPO). Permit fees will be invoiced at cost. The percentage of MPO cannot be increased, except as permitted in a Request for Quote or when negotiated during the option to extend the contract at the end of the original term in accordance with the terms prescribed in section 1.45 "Escalation".

4.17 Complex Project Quotes

The City shall have the right to solicit quotes from other vendors as may be dictated by the scope and complexity of services requested. This Request is for routine installation and maintenance service calls.

Where quotes are requested, the hourly rate shall remain consistent with the hourly rate quoted in this bid, adjusting only the percentage for material profit and overhead (MPO). Bidder shall submit itemized quotes in writing and describe the scope of work to be performed. The City will award to the bidder providing the best value to the City.

4.18 Purchase Orders

Work requests will be on an "As Needed Basis". The award of a contract under this Request for Bids does not guarantee any frequency or quantity of work. Work requests placed by the City will be accompanied by a Purchase Order Number (PO). All invoices must reference the appropriate PO number, department name, job site, and the name of the City employee requesting the service. No work shall commence on City property prior to the issuance of a Purchase Order signed by an authorized Procurement Official. Failure to obtain a Purchase Order prior to the commencement of any work shall be at the risk of the provider.

4.19 Invoicing

Invoices submitted shall be itemized, include labor and material with the Purchase Order clearly stated. Invoices presented for payment that are not itemized will not be considered valid and will be rejected. Invoices shall list and include the total hours worked by each class of provider (Master, Journeyman, Apprentice, etc.), materials used, unit costs, and extended price. If requested, bidder shall provide a copy of paid invoices in order to verify the cost-plus mark-up.

4.20 Extra Work

At any time during the term of the Agreement, City may request that Provider perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Services, but which the parties did not reasonably anticipate would be necessary at the execution of the Agreement. Provider shall not perform, nor be compensated for, Extra Work without prior written authorization of a duly authorized City Representative.

5. SUBMISSION REQUIREMENTS

- Bid Tab (Excel)
- Certification Federally Funded
- Conflict of Interest Questionnaire
- Contact Information Form
    - IRS Form W-9
- Debarment and Suspension Certification
- Local Preference Consideration Application
- Prohibited Contracts Form
- List of References
- Special Insurance Rider
    - Certificate of Insurance (Acord 25)
- Vendor Compliance with Reciprocity on Non-Resident Vendors

1295 Form Requirement
At council award, one original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required.

Anti-Lobbying Agreement
In submitting its bid, respondent certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the respondent influenced or attempted to influence the bidding process, the City may, in its discretion, reject the bid.

City of San Angelo • Purchasing Division

RFB Bid Tabulation • CFM-01-25 Electrical Maintenance and Repair Services

Thursday, October 17, 2024 2:00 P.M.

VENDOR: **MC ELECTRIC**

1	**Hourly Rates**	**Regular**	**Overtime**	**Holiday**
A.	Masters Rate	$ 60.00	$ 90.00	$ 120.00
B.	Journeyman	$ 60.00	$ 90.00	$ 120.00
C.	Apprentice	$ 55.00	$ 82.50	$ 110.00
D.	Laborer/Helper	$ -	$ -	$ -
E.	Back hoe	$ -	$ -	$ -
F.	Ditching Machine	$ -	$ -	$ -
G.	Man-lift (per hour)	$ -	$ -	$ -
H.	Escavator	$ -	$ -	$ -

Time of day Regular Hourly Rate Begins:	*8:00 AM*	TO	*5pm*
Time of day Overtime Hourly Rate Begins:	*5pm*	TO	*8am*

	YES	**NO**
We agree to serve as a secondary vendor, if not selected as the Primary Vendor:	yes	

2 Materials, Profit and Overhead (MPO)

Materials, supplies, equipment and equipment rentals shall be invoiced at bidders cost plus (%) percent	25

(Equipment and/or equipment rentals shall be invoiced as a separate line item)

after hours contact #	325-227-1128

Attach duplicates of licenses held by ALL employees:

4 Contractor's City Registration No.:	tdlr#32813
Contractor's TDLR Master's No.:	15548
Contractor's TDLR Journeyman's No.:	207067
Contractor's TDLR Journeyman's No.:	
Contractor's TDLR Journeyman's No.:	
Contractor's TDLR Journeyman's No.:	
Contractor's TDLR Apprentice's No.:	
Contractor's TDLR Apprentice's No.:	

5 Additional Information:

No. of Master Electricians Employed:	1
No. of Journeyman Electricians Employed:	1
No. of Apprentice Electricians Employed:	
No. of Laborers/Helpers Employed:	

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider approving contract DIR-CPO-4794 for the purchase of multi-band in-car radios and hand-held radios in the amount of $1,796,645.20 and authorizing the City Manager to negotiate and execute all related documents (Craig Thomason)

Staff Recommendation:

Approve

Summary/History:

All in-car and hand-held radios will be replaced with multi-band capacity radios. The purchase of multi-band radio portables and in-car radios would allow interagency communication in the event of crucial incidents such as natural disasters, schools threats, active shooter situations, or any incident requiring multi-agency response. Lack of communication in the above situations could cause unnecessary delays that could result in death or serious injury to civilians and/or officers. Our current radios were purchased in 2007 and received one upgrade in 2015; they do not have multi-band capability and cannot be retrofitted to multi-band capability. Radios for Municipal Court, Emergency Operations Center, and Incident Command vehicles are included.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
COPS Technology Grant			$1,796,645

Financial Impact:

Funding is included in the FY25 budget; $2,000,00 from the COPS Technology grant and $200,000 from City funds.

Other Information/Recommendation:

The COPS Technology grant is funding the replacement of all the in-car radios and all hand-held radios with multi-band radios. The multi-band radios will give the department the ability to communicate directly with other agencies, a capability that previously did not exist.

Attachments:

1. Requisition146512_L3Harris Requisition146512_L3Harris.pdf

Presentation:

Craig Thomason

Approvals/Reviews:

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

Req# 146512

L3HARRIS

L3Harris Technologies, Inc.
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

P.O.# _____ Vendor# 12468
Dept. POLICE Bid Code PD
Account # 103-8701-800.07-44
Date _____ Line _____

Quote Name: SAN ANGELO_XL200_28900_10152024

City of San Angelo

Date: *10/15/2024* ***Valid for 30 days***

Sales POC: *Harry Maddox*
Sr, Critical CommsConsultant - TX, AR
Harry.Maddox@L3Harris.com
214-356-2513

L3Harris' Internal Use Only	
Quote by:	*C.Corrigan*
CRM #	
CCC Case #	*INC-000341655/INC-000342723*

Item	Part Number	Description	Qty	List Price	Discount		Sale Price	Extended Sale Price
			XL-200M					
1	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	161	$ 4,275.00	26%	$ 1,111.50	$ 3,163.50	$ 509,323.50
2	XZ-Y3EWP	SERVICE ASSIST,EXT WARRANTY 3 YR, XL200M	161	$ 275.00	0%	$ -	$ 275.00	$ 44,275.00
3	XZ-PL4J	FEATURE, VHF BAND	161	$ 600.00	26%	$ 156.00	$ 444.00	$ 71,484.00
4	XZ-PL4L	FEATURE, 700/800 MHZ BAND	161	$ 600.00	26%	$ 156.00	$ 444.00	$ 71,484.00
5	XZ-PL8Y	FEATURE, ENCRYPTION LITE	161	$ 0.01	100%	$ 0.01	$ -	$ -
6	XZ-PL4F	FEATURE, PHASE 2 TDMA	161	$ 275.00	26%	$ 71.50	$ 203.50	$ 32,763.50
7	XZ-PL5L	FEATURE, OTAR	161	$ 700.00	26%	$ 182.00	$ 518.00	$ 83,398.00
8	XZ-PL8N	FEATURE, IN-BAND GPS	161	$ 330.00	26%	$ 85.80	$ 244.20	$ 39,316.20
9	XZ-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	161	$ 785.00	26%	$ 204.10	$ 580.90	$ 93,524.90
10	XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	161	$ 1,800.00	26%	$ 468.00	$ 1,332.00	$ 214,452.00
11	XZ-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	161	$ 495.00	26%	$ 128.70	$ 366.30	$ 58,974.30
12	XZ-MC6A	MICROPHONE, XL, STANDARD MOBILE	161	$ 105.00	26%	$ 27.30	$ 77.70	$ 12,509.70
13	XZ-AN8A	ANTENNA, ELEMENT, FLEXIBLE, V/U/700/800	161	$ 210.00	26%	$ 54.60	$ 155.40	$ 25,019.40
14	XZ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	161	$ 80.00	26%	$ 20.80	$ 59.20	$ 9,531.20
15	XZ-AN5F	ANTENNA, GPS, ROOF MOUNT	161	$ 155.00	26%	$ 40.30	$ 114.70	$ 18,466.70
16	XZ-LS6A	SPEAKER, EXTERNAL, MOBILE	161	$ 60.00	26%	$ 15.60	$ 44.40	$ 7,148.40
17	XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	161	$ 120.00	26%	$ 31.20	$ 88.80	$ 14,296.80
18	XZ-CP6A	CONTROL UNIT, XL-CH	161	$ 1,850.00	26%	$ 481.00	$ 1,369.00	$ 220,409.00
19	YZ-SP2X	XL-200M Trade In Credit	161	$ (3,600.00)	0%	$ -	$ (3,600.00)	$ (579,600.00)
						Subtotal		**$ 946,776.60**
			XL-200P					
22	XL-PFM1M-NA	PORTABLE,XL-200P,FKP,BLK,US,NA	206	$ 3,950.00	26%	$ 1,027.00	$ 2,923.00	$ 602,138.00
23	XL-Y3EWP	SERVICE ASSIST, EXT WARRANTY 3YR, XL200P	206	$ 220.00	0%	$ -	$ 220.00	$ 45,320.00
24	XL-PL8N	FEATURE, IN-BAND GPS	206	$ 330.00	26%	$ 85.80	$ 244.20	$ 50,305.20
25	XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	206	$ 0.01	100%	$ 0.01	$ -	$ -
26	XL-PL5L	FEATURE,P25 OTAR(OVER-THE-AIR-REKEYING)	206	$ 650.00	26%	$ 169.00	$ 481.00	$ 99,086.00
27	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	206	$ 275.00	26%	$ 71.50	$ 203.50	$ 41,921.00
28	XL-PL8Y	FEATURE, ENCRYPTION LITE	206	$ 0.01	100%	$ 0.01	$ -	$ -
29	XL-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	206	$ 785.00	26%	$ 204.10	$ 580.90	$ 119,665.40
30	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	206	$ 1,800.00	26%	$ 468.00	$ 1,332.00	$ 274,392.00
31	XL-PKGF3	FEATURE PACKAGE,DUAL BAND VHF+7/800	206	$ 1,250.00	26%	$ 325.00	$ 925.00	$ 190,550.00
32	XL-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	206	$ 195.00	26%	$ 50.70	$ 144.30	$ 29,725.80
33	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	206	$ 125.00	26%	$ 32.50	$ 92.50	$ 19,055.00
34	XL-AE4B	SPEAKER MICROPHONE,EMER BUTTON	206	$ 255.00	26%	$ 66.30	$ 188.70	$ 38,872.20
35	XL-CH6F	CHARGER, SINGLE BAY +	206	$ 250.00	26%	$ 65.00	$ 185.00	$ 38,110.00
36	YZ-SP2X	XL-200P Trade In Credit	206	$ (3,600.00)	0%	$ -	$ (3,600.00)	$ (741,600.00)
						Subtotal		**$ 807,540.60**
			Spares and Accessories					
39	XL-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	206	$ 195.00	26%	$ 50.70	$ 144.30	$ 29,725.80
40	XL-CH6G	CHARGER, 6-BAY, PREMIUM, XL-200P	4	$ 945.00	26%	$ 245.70	$ 699.30	$ 2,797.20
41	XL-CH6H	CHARGER, VEHICULAR, PREMIUM, XL-200P	50	$ 265.00	26%	$ 68.90	$ 196.10	$ 9,805.00
						Subtotal		**$ 42,328.00**

Lead time is subject to material availability at time of order

Total Sale Price $ 1,796,645.20

Terms and Conditions:

1. *The Terms and Conditions are governed by the agreement between L3Harris Technologies and STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES. Please reference MBP# 28900 and contract number DIR-CPO-4794, if applicable.*
Please also reference SIT # 1041947 | City of San Angelo Fire and Law Enforcement Terminals W/Trade-In Special Pricing Request (23CS73168).

2. *Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.*

3. *Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.*

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.
Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Confidential, Proprietary, & Competition Sensitive

L3Harris Technologies, Inc.
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

City of San Angelo

Sr, Critical CommsConsultant - TX, AR
Harry.Maddox@L3Harris.com
214-356-2513

L3Harris' Internal Use Only	
Quote by:	*C.Corrigan*
CRM #	
CCC Case #	*INC-000341655/INC-000342723*

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.

Confidential, Proprietary, & Competition Sensitive

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider approving contract #TX DIR-TSO-3763 for the purchase for MDCs and Rugged Laptops for patrol cars in the amount of $339,938.10 and authorizing the City Manager to negotiate and execute all related documents (Craig Thomason)

Staff Recommendation:

Approve

Summary/History:

The City received grant funds from Department of Justice COPS Technology grant to purchase MDCs (mobile data computers) and rugged laptops to replace all of the obsolete technology in the police cars. The new equipment/technology will meet the CJIS (Criminal Justice Information Services) compliance standards that go into effect 10/14/2025.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
COPS Technology Grant			$201,628
2024 Short Term Debt Issue			$138,310

Financial Impact:

Funding is included in the FY25 budget; $2,000,000 from the COPS Technology grant and $200,000 from City funds to replace the MDCs, rugged laptops, car radios, and portable radios. L3Harris is the vendor for the radios.

Other Information/Recommendation:

The COPS Technology grant is funding the replacement of all MDC's (in car laptops) and docking stations. A large percentage of the MDC's were purchased as refurbished units, have hardware over 10 years old, and all are end of life. Many of the MDC's have failed touch screens, run extremely slow, and none of them will officially support Microsoft Windows 11 which is a requirement for CJIS compliance in 2025.

Attachments:

1. Dell quote#3000182414298.6_Police — Dell quote#3000182414298.6_Police.pdf

Presentation:

Craig Thomason

Approvals/Reviews:

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

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Oct. 29, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote No.	**3000182414298.6**	Sales Rep	Alek Card
Total	**$339,938.10**	Phone	1(800) 4563355, 6181731
Customer #	110640453	Email	Alek_Card@Dell.com
Quoted On	Oct. 22, 2024	**Billing To**	PURCHASING DIV CITY OF SAN ANGELO 72 W COLLEGE AVE SAN ANGELO, TX 76903-5814
Expires by	Oct. 29, 2024		
Contract Name	Texas Department of Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	28154273		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Alek Card

Shipping Group

Shipping To

JOHN WELCH
CITY OF SAN ANGELO
401 E BEAUREGARD AVE
SAN ANGELO, TX 76903
(325) 659-8013

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Havis Docking Station	**$649.00**	**135**	**$87,615.00**
Dell Latitude 5430 Rugged	**$1,869.06**	**135**	**$252,323.10**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$339,938.10**
Shipping:	**$0.00**
Non-Taxable Amount:	**$339,938.10**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$339,938.10**

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

JOHN WELCH
CITY OF SAN ANGELO
401 E BEAUREGARD AVE
SAN ANGELO, TX 76903
(325) 659-8013

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Havis Docking Station Estimated delivery if purchased today: Nov. 15, 2024 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$649.00**	**135**	**$87,615.00**

Description	SKU	Unit Price	Quantity	Subtotal
Havis Docking Station	AB904853	-	135	-

	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged Estimated delivery if purchased today: Nov. 08, 2024 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$1,869.06**	**135**	**$252,323.10**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	135	-
Intel Core Processor i5-1145G7, (QC, 2.6 to 4.0 GHz, 28W, vPro)	379-BERS	-	135	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	135	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	135	-
Intel® Core™ vPro i5-1145G7 with Iris Xe Graphics	338-CCRI	-	135	-
ME Lockout MOD - Manageability	631-ADED	-	135	-
32GB, 2x16GB, 3200 MHz DDR4 Non-ECC	370-AGTG	-	135	-
512GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMRW	-	135	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare,Outdoor Viewable,Passive Pen	391-BGGI	-	135	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	135	-
Intel AX210 WLAN Driver	555-BHCC	-	135	-
Intel Wi-Fi 6E AX210, 2x2, 802.11ax, Bluetooth 5.2 wireless card	555-BHCH	-	135	-
Hot surface warning label	389-ECGC	-	135	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	135	-
90W 461G Type-C EPEAT Adapter	492-BDEL	-	135	-
No Fingerprint, no Smartcard reader	346-BHQK	-	135	-
Absolute Resilience (Premium) for Government, 3 years	528-DHJJ	-	135	-
Power Cord 1M US	450-AAEJ	-	135	-
Setup and Features Guide	340-CXCE	-	135	-
Hot surface warning label	389-ECGC	-	135	-
Additional 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWD	-	135	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	135	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

ENERGY STAR Qualified	387-BBPC	-	135	-
Custom Configuration	817-BBBB	-	135	-
Dell Applications for Windows 11	658-BFIP	-	135	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	135	-
Microphone +RGB HD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHV	-	135	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	135	-
No Option Included	340-ACQQ	-	135	-
Additional USB-A rear port	590-TFHR	-	135	-
Additional TBT/Type-C port	325-BEJZ	-	135	-
Rigid handle	750-ADPK	-	135	-
ProSupport: Next Business Day Onsite, 3 Years	808-6784	-	135	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	135	-
ProSupport: 7X24 Technical Support, 3 Years	808-6809	-	135	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	135	-

Subtotal:	**$339,938.10**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$339,938.10**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either $20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Charles Michalewicz, Engineer, Engineering Services

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider approving Change Order #3 to ES-02-23 Howard St. Roadway Project with Reece Albert, Inc for the total amount of $133,760 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

This Change Order #3 in the amount of $133,760.00 covers additional retaining wall that is needed. The retaining walls will help alleviate steep drop-offs adjacent to sidewalk locations, assist with the stabilization of otherwise steep slopes, and ensure compliance of sidewalk construction.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Street Bond Fund	534-3200-800-07.30	ST0006	$133,760.00

Financial Impact:

Original Contract Amount:	$ 7,435,902.89
Previous Change Orders	
Change Order No. 1:	$ (39,565.89)
Change Order No. 2:	$ 10,450.00
Current Change Order Amount:	$ 133,760.00

Contingency used:	N/A
Revised Contract Amount:	$ 7,540,547.00

Other Information/Recommendation:

Staff recommends approving Change Order #3 to ES-02-23.

Attachments:

1. Howard Change Order No 3 Exhibit — Howard Change Order No 3 Exhibit.pdf

Presentation:

Patrick Frerich

Approvals/Reviews:

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

City of San Angelo
RFB: ES-02-23; Change Order Form
Howard Street Roadway Project

CHANGE ORDER NO. 3 **CONTRACTOR:** REECE ALBERT, INC.

Item No.	Item Description	Bid Quantity	Unit	Bid Unit Price	Proposed Unit Price (Add. Qty.)	Bid Total Price	Add Quantities	Deduct Quantities	Revised Quantities	Adjusted Total Price	Net Change (+/-)
CO3.3.01	Sidewalk Retaining Wall (6" wide) (3,000 psi, #4-12" o.c.)	-	LF	$ -	$ 104.50	$ -	1,280.00		1,280	$ 133,760.00	$ 133,760.00
		-				$ -			0	$ -	$ -

Contract Adjustment

Original Contract Completion Date:	**N/A**	**Original Contract Amount:**	**$ 7,435,902.89**
Original Contract Construction Days:	**540**	**Previous Change Orders:**	
Prior Days Added:	**N/A**	Change Order No. 1:	$ (39,565.89)
Days Added this Change Order:	**N/A**	Change Order No. 2:	$ 10,450.00
Revised Contract Construction Days:	**N/A**	Change Order No. 3:	
Revised Contract Completion Date:	**N/A**	Change Order No. 4:	
		Change Order No. 5:	
		Change Order No. 6:	
		Current Change Order Amount:	**$ 133,760.00**
		Contingency used:	**N/A**
		Revised Contract Amount:	**$ 7,540,547.00**

Comments

Line item C03.3.01: While excavating for sidewalk, North of Chapman and Howard St intersection, it became apparent that the steep cross slope of the existing ground would pose a problem. Namely, issues with placing a steep edge drop-off next to the sidewalk and excess run-off spilling onto the new proposed sidewalk. It was decided that constructing a concrete retaining wall along the sidewalk in this area was the best solution to remedy these issues. As the project progressed, more locations requiring a retaining wall were encountered prompting re-negotiation of the orignal bid item's, CO2.3.01, unit and unit price. The quantity proposed in this change order was calculated after a thorough field investigation accounting for all necessary sidewalk retaining wall within the project limits.

General Note: The addition of this change order compensates the Contractor for all labor, material, and equipment necessary to perform all work described within the supplemental documents and herein.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Charles Michalewicz, Engineer, Engineering Services

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider approving Change Order #9 to ES-01-21 Southwest Blvd. Improvement Project with Reece Albert, increasing the total contract amount by $403,935.45 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)

Staff Recommendation:

Approve

Summary/History:

This Change Order increases the Rip-Rap line item by 423.75 CY for installation of additional concrete in areas not called out in the plans. Originally, there was no concrete rip-rap included between the concrete channel limits and the McDonald's frontage road (from STA 15+00 to STA 18+00. Refer to sheet No. 38 of Phase B plan set). To eliminate the burden of ongoing vegetative maintenance in this area, the limits of the concrete rip-rap will be extended.

Additionally, substantial erosion occurred as an unforeseen result of construction on the west side of Southwest Blvd adjacent to Reflections Day Spa. This Change Order also includes additional concrete rip-rap to stabilize and protect this earthen embankment from further erosion and deterioration.

Funding Source(s):

Financial Impact:

Funds are available for Change Order #9 in the street rehabilitation/reconstruction bond fund. The contracted project amount after Change Order #9 will be $7,044.837.11.

Other Information/Recommendation:

City staff recommends approval of Change Order #9.

Attachments:

1. Change Order No. 9 Exhibit — Change Order No. 9 Exhibit.pdf

Presentation:

Patrick Frerich

Approvals/Reviews:

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

City of San Angelo
RFB: ES-01-21; Change Order Form
Southwest Boulevard Improvements; Phases A & B

CHANGE ORDER NO. 9 **CONTRACTOR: REECE ALBERT, INC.**

Item No.	Item Description	Bid Quantity	Unit	Bid Unit Price	Proposed Unit Price (Add. Qty.)	Bid Total Price	Add Quantities	Deduct Quantities	Revised Quantities	Adjusted Total Price	Net Change (+/-)
2.19	RIPRAP (CONC) (5IN)	691	CY	$ 953.24	$ 953.24	$ 658,688.84	423.75		1,114.75	$ 1,062,624.29	$ 403,935.45
		-		$ -	$ -	$ -			-	$ -	$ -
		-		$ -	$ -	$ -			-	$ -	$ -
		-		$ -	$ -	$ -			-	$ -	$ -
		-		$ -	$ -	$ -			-	$ -	$ -
		-		$ -	$ -	$ -			-	$ -	$ -
		-		$ -	$ -	$ -			-	$ -	$ -
		-		$ -	$ -	$ -			-	$ -	$ -

Contract Adjustment

Original Contract Completion Date:	**10/5/2023**	**Original Contract Amount:**	**$ 5,534,188.67**
Original Contract Construction Days:	**913**	**Contingency**	**$ 391,100.00**
Prior Days Added:	**148**	Change Order No. 1:	$ 737,606.32
Days Added this Change Order:	**218**	Change Order No. 2:	$ 381,942.12
Revised Contract Construction Days:	**1279**	Change Order No. 3:	$ 38,522.00
Revised Contract Completion Date:	**10/5/2024**	Change Order No. 4:	$ 19,379.25
		Change Order No. 5:	$ 17,685.00
		Change Order No. 6:	$ 34,409.92
		Change Order No. 7:	$ 48,268.75
		Change Order No. 8:	$ 42,823.12
		Current Change Order Amount:	**$ 403,935.45**
		Contingency used:	**$ (605,023.49)**
		Revised Contract Amount:	**$ 7,044,837.11**

Comments

2 (Item 2.19 Extension): This line item is being extended by 423.75 CY to compensate the Contractor for installing concrete rip rap in areas not called out in the plans. Upon closer review of the plans, there was no concrete rip rap included between the city concrete channel limits and McDonald's owned frontage road from STA 15+00 to STA 18+00 (Refer to sheet No. 38 of Phase B plan set). Instead of allowing this strip of dirt to remain and become a maintenance burden for the city (periodic clearing of vegetation), the Contractor is directed to extend the limits the concrete rip rap to butt-up to the city owned ROW/frontage Rd. This extra concrete rip rap amounts to approximately 25 CY. Another area within the channel, West of Southwest Blvd, STA 10+00 to 11+00 on sheet No. 37, was exhibiting severe erosion along the banks due to the steep slopes and lack of vegetation establishment. To mitigate the severe rills and gulleys in this area, the Contractor is directed to grade the bank in this area to an approximate 2:1 slope and extend the construction limits of the concrete rip rap to this area.

GENERAL NOTE: The addition of this change order compensates the Contractor for all labor, material, and equipment necessary to perform all work described within the supplemental documents and herein.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Charles Michalewicz, Engineer, Water Utilities

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider Change Order #3 to the Hickory Groundwater Supply System Expansion with PLW Waterworks to document utilization of the Owner's Allowance funds and add 309 additional days to the contract performance time and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

This change order formalizes the utilization of $592,028.81 of Owner's Allowance funds associated with four executed Work Change Directives (WCD). This change order also includes a total of 309 days of contract extension.

Funding Source(s):

Financial Impact:

There is no financial impact associated with this Change Order.

Other Information/Recommendation:

Attachments:

1. Contract 2 - CO#_003_PLW Signed — Contract 2 - CO#_003_PLW Signed.pdf

Presentation:

Shane Kelton

Approvals/Reviews:

Charles Michalewicz	Created/Initiated
Pete Madrid Jr.	Approved
Shane Kelton	Approved

Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

CHANGE ORDER NO.: 003

Owner:	City of San Angelo	Owner's Project No.:	527
Engineer:	Enprotec / Hibbs & Todd, Inc.	Engineer's Project No.:	7085
Contractor:	PLW Waterworks	Contractor's Project No.:	P5G
Project Name:	Hickory Groundwater Supply System Expansion		
Date Issued:	10/15/2024	Effective Date of Change Order:	Date Executed by Owner

The Contract is modified as follows upon execution of this Change Order:

Description:

1. **This change order highlights the utilization of $592,028.81 of Owner's Allowance funds associated with four executed Work Change Directives (WCD) as described below and attached. This change order also includes a total of 309 days of contract extension.**

Summary:

1. **Work Change Directive 001 – This work change directive was executed to proceed with the clearing and grubbing effort of the Oncor electrical easement. This WCD did not change the overall contract amount. This WCD was used as a mechanism to track funds that were to be utilized from the Owner's allowance. Total WCD Value was $17,920.00. No contract time was associated with this WCD.**

2. **Work Change Directive 002 – This work change directive encompasses various proposed changes to the work. Some items added cost while other items were reductive in cost. Please refer to the attached WCD 002 for the details of what was included. This WCD did not change the overall contract amount. This WCD was used as a mechanism to track funds that were to be utilized from the Owner's allowance. Total WCD value ($81,079.79). No contract time was associated with this WCD.**

3. **Work Change Directive 003 – This work change directive encompasses various proposed changes to the work. Please refer to the attached WCD 003 for the details of what was included. This WCD did not change the overall contract amount. This WCD was used as a mechanism to track funds that were to be utilized from the Owner's allowance. Total WCD value $291,771.11. No contract time was associated with this WCD.**

4. **Work Change Directive 004 – This work change directive encompasses various proposed changes to the work. Please refer to the attached WCD 004 for the details of what was included. This WCD did not change the overall contract amount. This WCD was used as a mechanism to track funds that were to be utilized from the Owner's allowance. Total WCD value $363,417.49. A total of 165 days of contract extension was included in this WCD.**

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5. **Contract Extension of Time – Due to varying schedule items during construction it is agreed to extend the Substantial and Final completion dates by an additional 144 days. This will establish a new substantial completion date of October 23, 2024, and a new final completion date of December 22, 2024.**

The overall Contract Price and Contract Times will not change upon execution of this Change Order.

Attachments:

1. **Work Change Directive 001**
2. **Work Change Directive 002**
3. **Work Change Directive 003**
4. **Work Change Directive 004**

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Change in Contract Price	Change in Contract Times
Original Contract Price: $ 53,010,915.00	Original Contract Times: Substantial Completion: 600 days Ready for final payment: 660 days
NO CHANGE from previously approved Change Orders $ 0.00	**NO CHANGE** from previously approved Change Orders: 0 days
Contract Price prior to this Change Order: $ 53,010,915.00	Contract Times prior to this Change Order: Substantial Completion: 600 days Ready for final payment: 660 days
Impact this Change Order: $ 0.00	**Impact** this Change Order: Substantial Completion: 309 days Ready for final payment: 309 days
Contract Price incorporating this Change Order: $ 53,010,915.00	Contract Times with all approved Change Orders: Substantial Completion: 909 Days Ready for final payment: 969 Days

	Recommended by Engineer	Accepted by Contractor
Signature:		
By:	Leroy Arce	Michael Hughey
Title:	Construction Project Manager	Senior Project Manager
Date:	10/15/2024	10/21/2024

Authorized by Owner

Signature:	
By:	Shane Kelton
Title:	Executive Director of Public Works
Date:	

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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Pete Madrid Jr., Operations, Water Utilities

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider a resolution to accept and approve the Hickory Groundwater Supply System Expansion - Contract 1, new production wells, under Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) Project Number 62856 (Shane Kelton)

Staff Recommendation:

Adopt

Summary/History:

The Texas Water Development Board (TWDB) has issued the final site visit report for Contract 1 of the San Angelo Hickory Expansion Project, specifically covering the well-drilling portion. Acceptance and approval of the resolution will expedite the submission of all closeout documents and ensure the release of project retainage to Hydro Resources.

Funding Source(s):

Financial Impact:

Retainage is budgeted in 527-4159-800.07-30

Other Information/Recommendation:

Attachments:

1. Project Closeout Resolution_LA — Project Closeout Resolution_LA.docx

Presentation:

Shane Kelton

Approvals/Reviews:

Pete Madrid Jr.	Created/Initiated
Pete Madrid Jr.	Approved
Shane Kelton	Approved

Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

A RESOLUTION OF THE SAN ANGELO CITY COUNCIL ACCEPTING THE HICKORY GROUNDWATER SUPPLY SYSTEM EXPANSION – CONTRACT 1 – NEW PRODUCTION WELLS PROJECT UNDER TEXAS WATER DEVELOPMENT BOARD (TWDB) DRINKING WATER STATE REVOLVING FUND (DWSRF) PROJECT NUMBER 62856

WHEREAS, the Hickory Groundwater Supply System Expansion – Contract 1 – New Production Wells Project (the "Project") is complete per the plans and specifications; and

WHEREAS, in accordance with TWDB DWSRF requirements City Council desires to closeout and accept the Project; and

WHEREAS, in accordance with TWDB DWSRF requirements City Council desires to acknowledge the warranty period for the Project.

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

1. The City Council accepts the Project as constructed by the Contractor under contract dated April 7, 2022, between Hydro Resources – Mid Continent, Inc., and the City of San Angelo, as approved by final inspection of Enprotec / Hibbs & Todd, Inc.

2. The City Council establishes the warranty period under the provision of the contract to have been effective commencing on August 31, 2023, and continuing in full force and effect until August 30, 2024, at 12:00 A.M., midnight.

PASSED and APPROVED this 5th day of November, 2024.

CITY OF SAN ANGELO, TEXAS

ATTEST:

_____
Heather Stastny, City Clerk

_____
Brenda Gunter, Mayor

APPROVED AS TO FORM

_____
Brandon Dyson, Interim City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Brandon Dyson, Assistant City Attorney, Legal

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider authorizing the City Manager to negotiate and execute a Retail Water Service Dual CCN Agreement with Millersview-Doole Water Supply Corporation, which is required for the City's pending CCN Amendment Application before the Public Utility Commission, and will allow the City to provide retail water utility service to properties currently within Millersview-Doole's exclusive service area following final approval by the PUC (Brandon Dyson, Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

The Retail Water Service Dual CCN Agreement will allow both the City and Millersview-Doole Water Supply Corporation ("MDWSC") to provide retail water utility service to customers within the areas designated in the included exhibits. MDWSC will also have the right to access and maintain its existing water infrastructure within the dual service area. The City will have the exclusive right to service property outside the dual service area following the Public Utility Commission approval of the City's CCN Amendment Application. Amendment to the City's CCN service area comes at the request of Dorado Bay, LLC ("Dorado"). On June 21, 2022, the City annexed property owned by Dorado generally located southeast of Country Club Rd. and S. Ratliff Rd., being approximately 37.98 acres (commonly known as "Fairway Downs"). A portion of the annexed property is within the area exclusively served by MDWSC. As part of the terms for annexation, Dorado agreed that the portions served by MDWSC would have to be released from MDWSC's service area or continue to be served by MDWSC. As part of the Fairway Downs development, Dorado intends to develop additional property within the City's ETJ, portions of which are likewise within the MDWSC's exclusive service area. The parties have determined that it is in the best interest of the parties and of existing and future landowners, including Dorado, to enter into the Dual CCN Agreement and permit the areas identified in the included exhibits to access the full range of the City's municipal water services, including fire flow protection, while also permitting MDWSC to maintain its rights over its infrastructure that traverses the service area. Once approved by both parties, the Agreement would then be submitted to the Public Utility Commission for final approval as part of the City's CCN Amendment Application.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Exh B - PROPOSED Dual CCN Map (1076527.1) Exh B - PROPOSED Dual CCN Map (1076527.1).pdf
2. Exh A - PROPOSED Service Area Map (1076526.1) Exh A - PROPOSED Service Area Map (1076526.1).pdf

Presentation:

Brandon Dyson, Shane Kelton

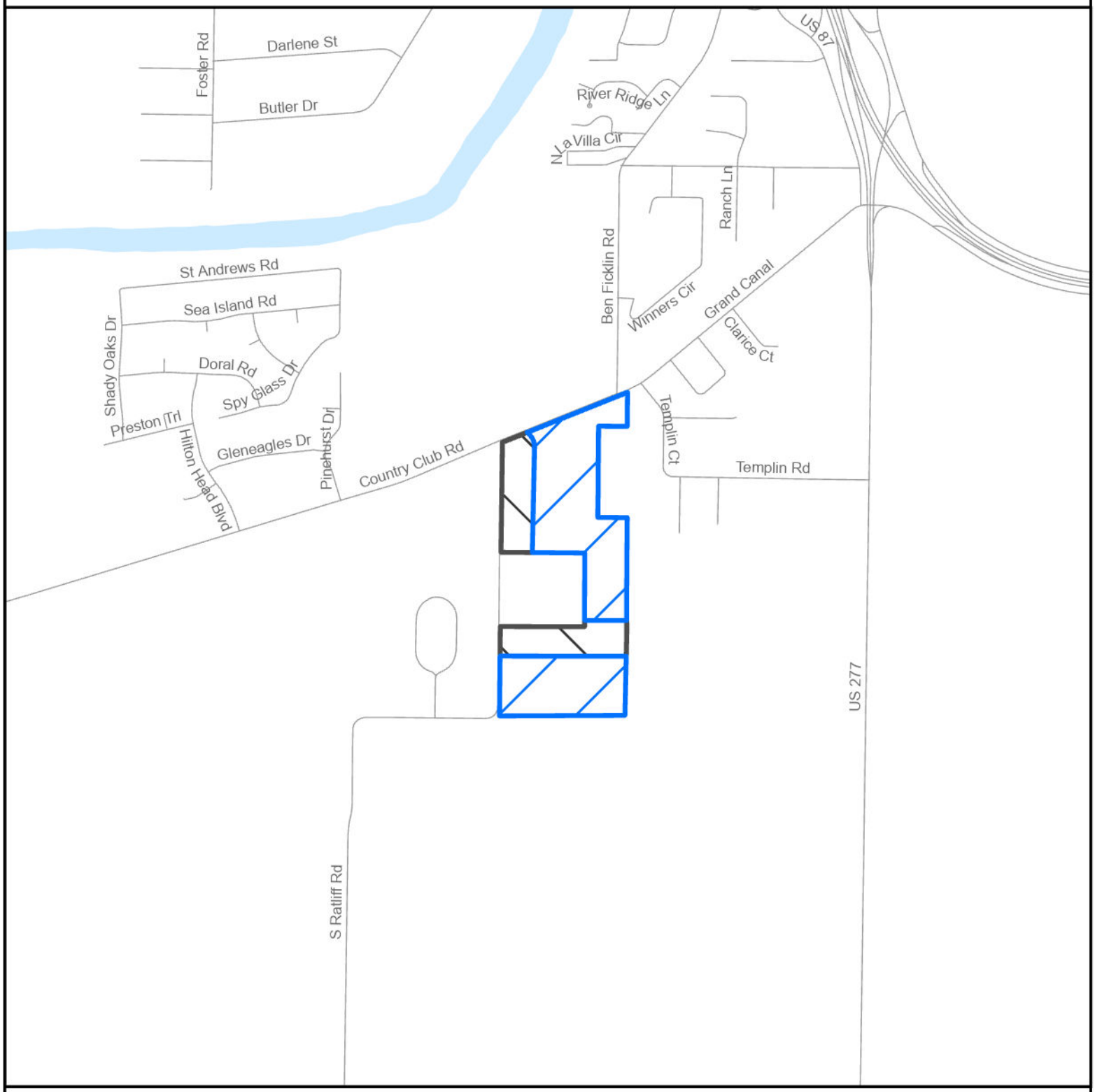
Approvals/Reviews:

Brandon Dyson	Created/Initiated
Brandon Dyson	Approved
Shane Kelton	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

<u>EXHIBIT B</u>

Dual CCN Area Maps

Amend City of San Angelo (CCN No. 10242) and to Dually Certify with Millersview-Doole WSC (CCN No. 11493) in Tom Green County



Detailed Map

Legend

N

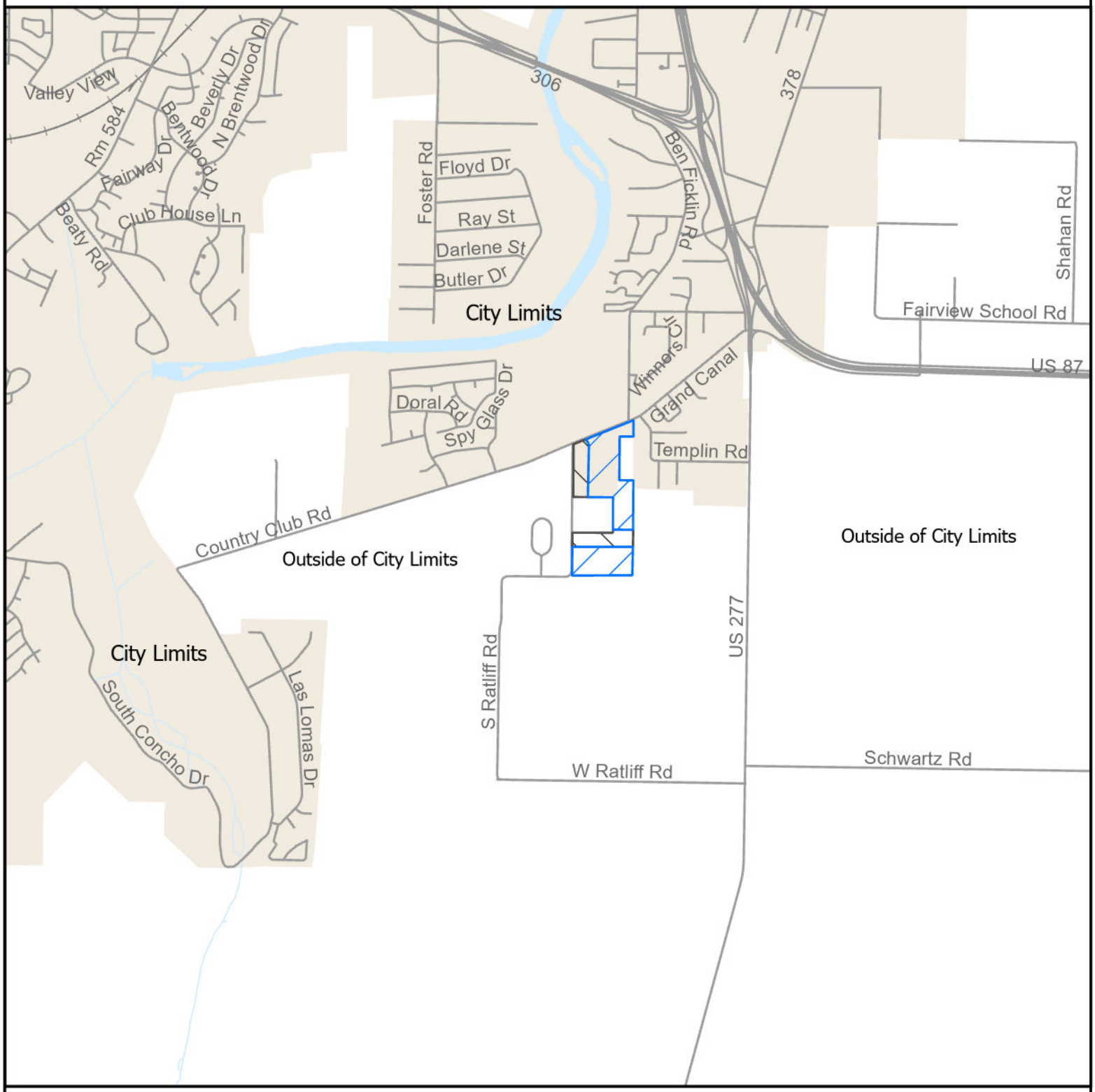
Requested Area to Amend (Add)

Requested Area to Dually Certify with CCN No. 10242 and CCN No. 11493

Created by: Michael Smith
Date Created: 09-03-2024

Feet 0 640 1,280

Amend City of San Angelo (CCN No. 10242) and to Dually Certify with Millersview-Doole WSC (CCN No. 11493) in Tom Green County



General Location Map

Legend

N

Requested Area to Amend (Add)

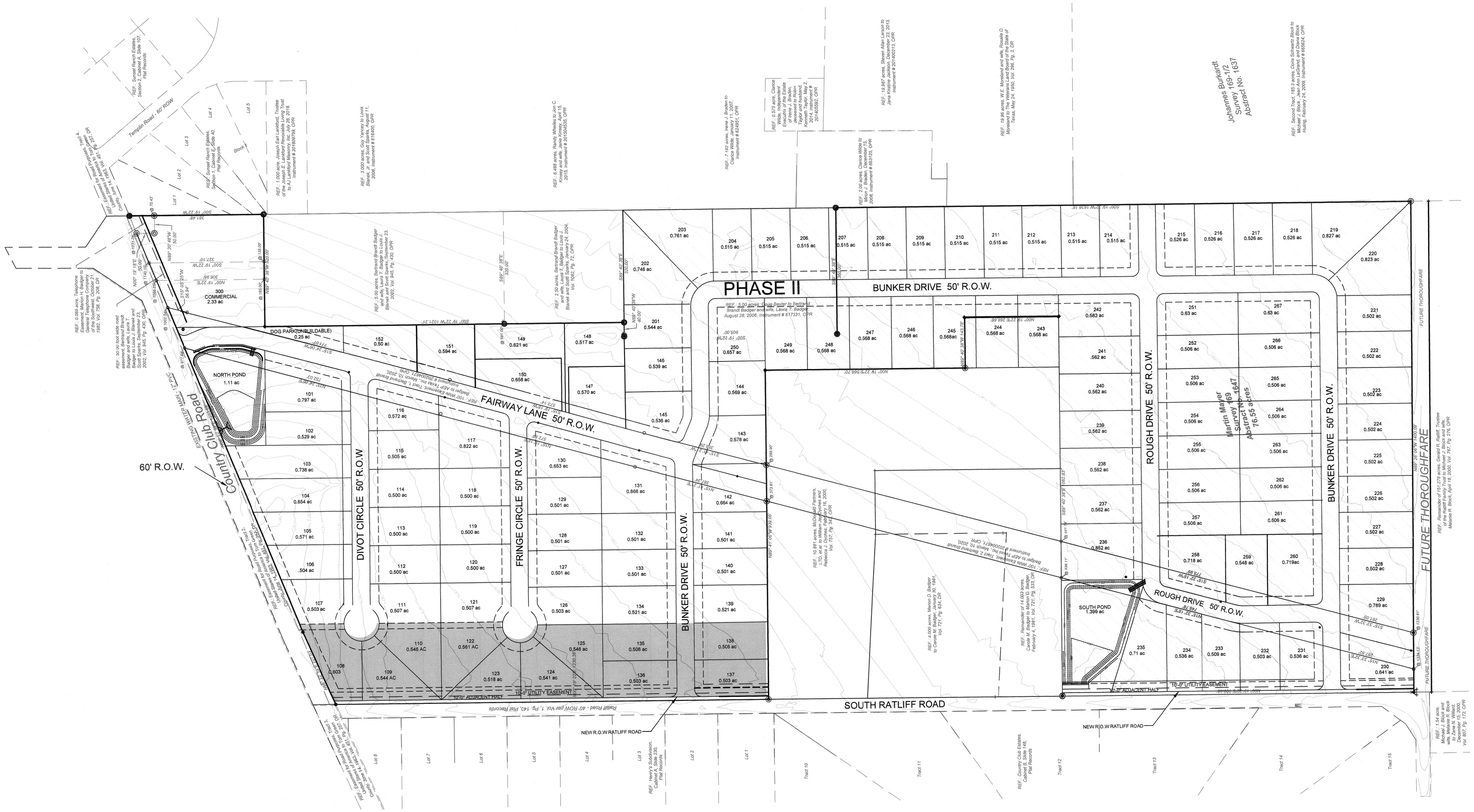
Requested Area to Dually Certify with CCN No. 10242 and CCN No. 11493

Created by: Michael Smith
Date Created: 09-03-2024

0 1,0002,000
Feet

<u>EXHIBIT A</u>

Service Area Map



ISSUED FOR PRELIMINARY REVIEW - 3-15-2022
JOSEPH S. BULLARD, P.E. NUMBER 108511
DORADO ENGINEERING GROUP, FIRM NUMBER F20090

Preliminary Plat
Fairway Downs

FAIRWAY DOWNS

TOTAL ACREAGE TO BE SUBDIVIDED:			82.43 ACRES
SINGLE FAMILY RESIDENCE:	119 LOTS	-	66.35 ACRES
OPEN SPACE AREAS:	1 LOT	-	00.22 ACRES
DETENTION POND AREA :	2 LOTS	-	02.51 ACRES
COMMERCIAL AREA:	1 LOT	-	02.33 ACRES
STREET AREAS:			11.02 ACRES

NOTES:
1. FIRE HYDRANTS AND FIRE DEPARTMENT ACCESS MAY NEED TO BE PROVIDED, DEPENDING ON THE PROPOSED LAYOUT OF THE BUILDINGS, AND SHOULD BE ADDRESSED AS PART OF THE SITE PLAN REVIEW PROCESS. 2015 INTERNATIONAL FIRE CODE, SECTION 507.5 AND APPENDIX D
2. PRIOR TO ANY FINAL PLATTING, THE PROPERTIES MUST BE ANNEXED INTO THE CITY LIMITS WITH APPROPRIATE ZONING BASED ON LOT SIZES BEING UNDER 1 ACRE TO ALLOW CITY SERVICES.

Approved for preliminary purposes on the ____ day of _____, 20____.
City Planning Commision, San Angelo, Texas.

Chairman

Secretary

Scale : 1" = 150'

DATE:	08/15/2021
VERSION:	PRELIMINARY - REV C
PREPARED BY:	JOSEPH BULLARD, P.E.
DRAWN BY:	ROBERT D. HARD, P.E.
CHECKED:	JOSEPH BULLARD, P.E.
APPROVED:	CASEY POYNOR

FAIRWAY DOWNS
PRELIMINARY PLAT
SAN ANGELO, TEXAS

DORADO CONSTRUCTION GROUP

DATE: 03/15/2022
REV: D

PP-1

Of: -

X:\ENGINEERING\CLIENTS\DORADO\DORADO BAY SUBDIVISION\DRAWINGS\FINAL PLAT\FAIRWAY DOWNS DRAWING REV D.dwg

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Robert Salas, Neighborhood Services Director, Neighborhood and Family Services

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider ratifying COSADC Board approval authorizing its Board President to negotiate and execute a subrecipient agreement between COSADC and Galilee CDC to operate and manage the Affordable Housing Assistance Program (Robert Salas)

Staff Recommendation:

Approve

Summary/History:

On October 23, 2024, the COSADC Board approved a subrecipient agreement with Galilee CDC in order to streamline the management and operations of the Affordable Housing Assistance Program (AHAP). Under this agreement, Galilee will be responsible for creating and enforcing real estate documents to recapture funds in cases of foreclosures and/or to maintain affordability standards in cases of the sale of AHAP-assisted properties. Both of these actions are legally cumbersome and require extensive participation by the city and therefore are better suited to a non-profit organization. Also under this agreement, Galilee will receive an annual 5% admin fee amounting to $16,750 based on the overall annual AHAP allocation.

Funding Source(s):

Financial Impact:

No impact to the overall AHAP annual allocation, but Galilee will receive an annual 5% admin fee.

Other Information/Recommendation:

Attachments:

Presentation:

Robert Salas

Approvals/Reviews:

Robert Salas Created/Initiated

Brandon Dyson	Approved
Jeffrey Tomlinson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Nora Nevarez, Executive Office Coordinator, Economic Development

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider ratifying a one-year Lease Agreement with options to extend for four additional one-year terms with the ASU Small Business Development Center and authorizing the Board President or designee to negotiate and execute all necessary documents (Michael Dane)

Staff Recommendation:

Approve

Summary/History:

Consider ratifying the negotiation and execution of a one-year Lease Agreement with options to extend for four additional one-year terms with the ASU Small Business Development Center and authorizing the Board President or designee to negotiate and execute all necessary documents (Michael Dane)

The City of San Angelo Development Corporation approved the new lease on October 23, 2024.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Michael Dane

Approvals/Reviews:

Nora Nevarez	Created/Initiated
Michael Dane	Approved
Brandon Dyson	Approved

Tina Dierschke	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Heather Stastny, City Clerk, City Clerk

Meeting Date: November 5, 2024

Item type: Regular Item

Caption:

Consider a resolution designating the number of votes to be cast for each nominee for the Board of Directors of the Tom Green County 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 Tax Code. 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.

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.

Nominations have been received from the participating governing bodies and a list of nominees is now proposed for each position. The City Council may distribute its 1,529 votes in any manner it desires among each position.

Potential ways of proceeding are:
-City Council can evenly distribute its votes among the five board positions, with one nominee for each position receiving 305 (1,525) votes, with the remaining 4 votes being distributed by consensus.
-The six City Council Members & Mayor could each have 218 (1,526) votes to distribute among the nominees/positions, with the remaining 3 votes being distributed by consensus.
-The City Council could cast all of it's votes for one nominee/position.

All nominees on the ballot are current members of the Board and have expressed a willingness to serve another term if elected.
• Louis Gomez (has served 5.5 terms/11 years)
• Kandi Pool (has served 3.5 terms/7 years)
• Bob Reeves (has served 5.5 terms/11 years)

• Scott Tankersley (has served 1.5 terms/1.5 years)
• Eric Wilson (has served 1.5 terms/>1.5 years)

The nominees for each position are as follows:

- Position 1 (1-year term ending December 31, 2025)

Louis Gomez
Bob Reeves

- Position 2 (1-year term ending December 31, 2025)

Bob Reeves
Eric Wilson

- Position 3 (3-year term ending December 31, 2027)

Kandi Pool

- Position 4 (3-year term ending December 31, 2027)

Louis Gomez
Scott Tankersley

- Position 5 (3-year term ending December 31, 2027)

Scott Tankersley
Eric Wilson

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1.	TGCAD Board of Directors - COSA Ballot	TGCAD Board of Directors - COSA Ballot.pdf
2.	Resolution TGC Appraisal BOD Ballot	Resolution TGC Appraisal BOD Ballot.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

VOTING BALLOT
TOM GREEN COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS

Taxing Unit: City of San Angelo

Voting Entitlement: 1529

Position 1(1-year Term):

Nominee: ____ Louis Gomez Votes:_____

Nominee: ____ Bob Reeves Votes:_____

Position 2(1-year Term):

Nominee: ____ Bob Reeves Votes:_____

Nominee: ____ Eric Wilson Votes:_____

Position 3(3-year Term):

Nominee: ____ Kandi Pool Votes:_____

Position 4(3-year Term):

Nominee: ____ Louis Gomez Votes:_____

Nominee: ____ Scott Tankersley Votes:_____

Position 5(3-year Term):

Nominee: ____ Scott Tankersley Votes:_____

Nominee: ____ Eric Wilson Votes:_____

Total: _____

Presiding Officer: _____

Date: _____

RESOLUTION 2024-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, CASTING VOTES FOR EACH OF THE FIVE POSITIONS 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 of the Texas Tax Code allows a municipality that is a taxing unit in an appraisal district a voting entitlement to cast the number of votes for directors as determined by the chief appraiser pursuant to statutory formula 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 the chief appraiser has determined that the City is entitled to 1,529 votes for nominees for each of the five positions to be filled; and

WHEREAS, the City Council as governing body of the City of San Angelo desires to exercise its right of casting votes as provided by law for 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 Property Tax Code; and

WHEREAS, the term for Positions #1 and #2 shall commence on January 1, 2025, and end December 31, 2025; and

WHEREAS, the term for Positions #3, #4, and #5 shall commence on January 1, 2025, and end December 31, 2027; and

WHEREAS, the meeting at which this resolution was passed was open to the public and public notices of the time, place, and purpose of said meeting was given as required by Chapter 551 of the Texas Government code, otherwise known as the Texas Open Meetings Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL 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 City Council of the City of San Angelo, Texas, hereby allocates its total entitlement of 1,529 votes for the Tom Green County Appraisal District Board of Directors for staggered terms commencing and ending as detailed in the above recitals, as follows:

Position #:	**Nominee Name:**	**Number of Votes Cast:**
1 (1-yr. term)		
2 (1-yr. term)		
3 (3-yr. term)		
4 (3-yr. term)		
5 (3-yr. term)		

Section 3: That the City Clerk 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 December 15, 2024.

Section 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 5th day of November 2024.

THE CITY OF SAN ANGELO, TEXAS:

_____
Brenda Gunter, Mayor

ATTEST:

_____
Heather Stastny, City Clerk

APPROVED AS TO FORM:

_____
Brandon Dyson, Interim City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Sarah Tackett, Real Estate Manager, Real Estate

Meeting Date: November 5, 2024

Item type: Regular Item

Caption:

Consider approving the purchase of 68 and 72 E. Avenue D from City Cabinet Shop, purchase price and closing costs not to exceed $195,000 sourced from General Fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Real Estate Manager Sarah Torres and Parks and Recreation Director Carl White)

Staff Recommendation:

Approve

Summary/History:

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund			$195,000

Financial Impact:

$195,000 will utilize FY24 marginal sales tax revenue. Please see the attached budget amendment memo for details.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. BA Memo - E. Avenue D (Cabinet Shop) BA Memo - E. Avenue D (Cabinet Shop).pdf

Presentation:

Carl White

Approvals/Reviews:

Sarah Tackett	Created/Initiated
Jonathan Flores	Approved

Carl White	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

City of San Angelo

Memo

To: Tina Dierschke, Finance Director

From: Carl White, Parks and Recreation Director

Date: 11/05/2024

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Consider purchasing 68 and 72 E. Avenue D from City Cabinet Shop

Source of Funding:

Marginal sales tax received in previous fiscal years that has been added to General fund balance.

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

Project/Budget to be amended	Revenue	Expense
68 and 72 E. Avenue D		195,000

Additional Comments:

Purchase price and closing costs not to exceed $195,000.00 and authorizing the City Manager to negotiate and execute all related documents.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Sarah Tackett, Real Estate Manager, Real Estate

Meeting Date: November 5, 2024

Item type: Consent Item

Caption:

Consider approving the purchase of 605 Rio Concho Dr. from White Dove Capital, LLC, for the purchase price and closing costs not to exceed $70,000 sourced from General Fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Real Estate Manager Sarah Torres and Parks and Recreation Director Carl White)

Staff Recommendation:

Approve

Summary/History:

City staff is seeking authorization to purchase 605 Rio Concho Drive for possible, future expansion of City Facilities.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund			$70,000

Financial Impact:

$70,000 will be utilized from marginal sales tax revenue received in FY24. See the attached budget amendment memo for details.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. BA Memo - Rio Concho Dr. BA Memo - Rio Concho Dr..pdf

Presentation:

Sarah Tackett, Carl White

Approvals/Reviews:

Sarah Tackett Created/Initiated

Jonathan Flores	Approved
Carl White	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

City of San Angelo

Memo

To: Tina Dierschke, Finance Director

From: Carl White, Parks and Recreation Director

Date: 11/05/2024

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Consider approving the purchase of 605 Rio Concho Drive, from White Dove Capital, LLC

Source of Funding:

Marginal sales tax received in previous fiscal years that has been added to General fund balance.

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

Project/Budget to be amended	Revenue	Expense
605 Rio Concho Drive		70,000

Additional Comments:

Purchase price and closing costs not to exceed $70,000.00 and authorizing the City Manager to negotiate and execute all related documents.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, Director of Human Resources/Risk Management, Human Resources/Risk Management

Meeting Date: November 5, 2024

Item type: Regular Item

Caption:

Consideration and action related to benefit for Post-65 Retiree Medicare Advantage (Presentation made by Human Resources Director Bryan Kendrick)

Staff Recommendation:

Direction from Council

Summary/History:

Update from last City Council Meeting

In our discussions with our consultant, Holmes Murphy, we asked if there was a possibility of an alternate bid with our current provider and the lowest bidder that would account for minimal plan design changes. After the last discussion at the City Council meeting on Tuesday, October 1, 2024, at 3:06 PM, we received that bid.

The changes are minor, and the plan would still represent a **better** overall benefit than any of the rest of the retirees (under 65) or current employees receive. This bid would add a $500 annual deductible for health and a $250 charge for Outpatient Surgery.

This bid came in at a 36.93% increase compared to the 62.69% increase of the original bid. It would result in a savings of $61.25 per member per month. This represents a decrease from the original bid of $178,350 annually (assuming 290 subsidized participants) to $255,780. A savings of $178,350.

Because of the timing, we are past the deadline to change to the alternate plan on January 1, but even after the first City Council meeting in November, we could schedule the changes for March 1, 2025. Of course, this means the savings in the first year would be pro-rated. The marginal increase for the first two months would be $72,355 and the final ten months would be $213,150 based on the assumptions above. Additionally, this would mean the benefit would stay exactly the same as it is for the first two months of next year.

Prior background from October 1, 2024 City Council Meeting

On Wednesday September 25th at 4:42 PM we received the 2025 renewal package for our benefit for Post-65 Retiree United Healthcare Medicare Advantage. This is much later than when we would normally see this renewal. The delay was caused by many key contributing factors, which include CMS Medicare Advantage

implications and the 2022 Inflation Reduction Act (IRA) impacting Part D for 2025.

These key changes in 2025 impact the Part D benefit:

- Elimination of the coverage gap phase
- Implementation of a $2,000 annual member out-of-pocket spending cap for prescription drugs in place of the current catastrophic phase
- Option for members to enroll in the Medicare Prescription Payment Plan (M3P) to spread out their out-of-pocket prescription drug cost over 12 months
- Out-of-pocket insulin prices capped at $35 will continue in 2025
- Expanded adult vaccine coverage at reduced costs will continue in 2025

The following are key CMS funding changes impacting all Medicare Advantage plans:

- CMS made a change to the Growth Rate calculations related to indirect and direct medical education costs associated with services furnished to MA enrollees.
- This technical adjustment will be phased in over three years and has a negative reduction impact of .8% that will apply to each of the years of 2024, 2025 and 2026.
- The Risk Adjustment Model has been restructured moving from ICD-9 to ICD-10, which in and of itself is merely CMS catching up to the market
- In doing so, they removed 2,000+ codes from the model which will impact the funding we receive from CMS for various disease states.
- The size of this impact varies by client and is based on our specific mix of disease states for our population.
- Lastly the Risk Adjustment Coding Change in the Risk Adjustment Model will further reduce the funding MA plans receive over time for new conditions that emerge over time.
- This will reduce the initial funding as well as reduce the “MA Risk Score Trend”, which is a new item that CMS added to their Fact Sheet two years ago.

2025 Benefit Highlights:

- Medicare now covers compression stockings for lymphedema under the durable medical equipment (DME) benefit.

The increase in the bid of 62.69% (moving from $199 per member per month to $323.75) is significantly more than we have ever experienced, and the bid from Aetna was significantly higher at a 97.49% increase ($393.00). Blue Cross Blue Shield of Texas declined to submit a quote.

I asked our consultant Holmes Murphy for a survey of their public entities related offerings and here is the result:

- 70.83% do not fund a subsidy for any post 65 plan

- Of the remaining 29.17% that fund a subsidy, the average of the subsidy is $141 pmpm

Our subsidy is currently budgeted at $178.56 ppm, which represents a 27% better benefit that we provide than their average public entity client of the 29% who provide a subsidy. These changes will not take effect until January 1, 2025

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

Presentation:

Bryan Kendrick

Approvals/Reviews:

Bryan Kendrick	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: November 5, 2024

Item type: Regular Item

Caption:

Consider an appeal of the decision of the Planning Commission for partial denial of a variance request on the paving width adjacent to Lewis O. Woodward Subdivision, the variance requested was 0' additional paving for a 17' wide county road named Irvingdale Rd. in the extraterritorial jurisdiction under agreement with the County to impose City Subdivision rules (Presentation by Planning and Development Services Director Aaron Vannoy)

Staff Recommendation:

Deny

Summary/History:

Irvingdale Rd is in the extraterritorial jurisdiction of the City of San Angelo. The agreement between Tom Green County and the City requires plats be presented through the Planning Commission, and they meet City Standards for design and development. Irvingdale measures 17" wide paving width and is classified as a local road. The Land Development and Subdivision Ordinance of the City requires roadway paving width to be a minimum of 26'; however, the International Fire Code allows for a 20' wide paving width. The City Staff believes a partial variance from the 26' paving width to the 20' paving width is appropriate and made this recommendation to the Planning Commission. The Planning Commission denied the request for a variance of 0' additional paving and approved a partial variance of an additional 3' of paving to have Irvingdale rd to be a total of 20' in paving width for two-way traffic. The Planning Commission voted 5-0.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1.	001 5407 Grape Creek Rd Replat.pdf V1	001 5407 Grape Creek Rd Replat.pdf V1.pdf
2.	RP24-20 Lewis O Woodward - Approval Letter	RP24-20 Lewis O Woodward - Approval Letter.pdf
3.	RP24-20 Lewis O Woodward - Staff Report	RP24-20 Lewis O Woodward - Staff Report.docx

4.	Aerial Map	Aerial Map.png
5.	Irvingdale measurements	Irvingdale measurements.pdf
6.	Irvingdale Rd pic	Irvingdale Rd pic.jpg

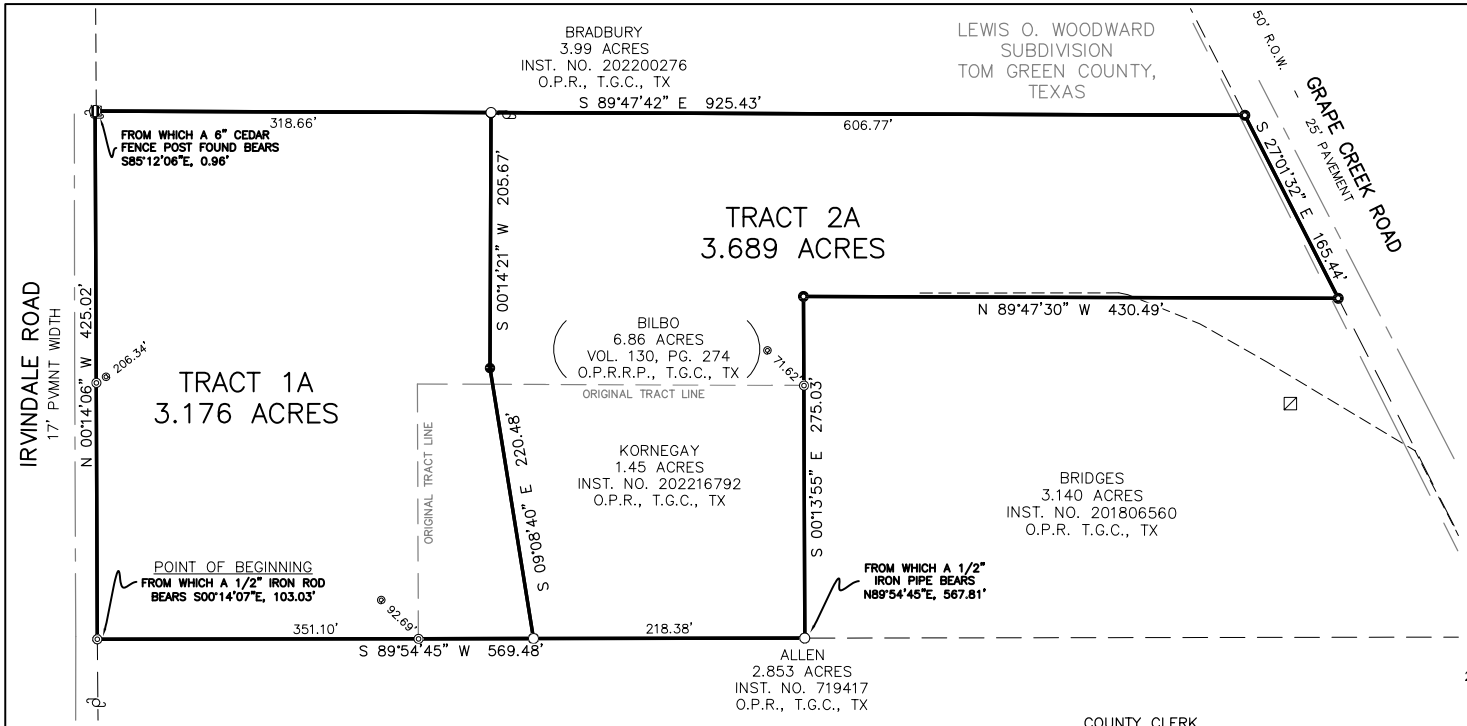
Presentation:

Aaron Vannoy

Approvals/Reviews:

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

This plat is filed in Cabinet_____, Slide_____, Plat Records of Tom Green County, Texas.



SCALE: 1"=100'

0 100 200

LEGEND

- FOUND RAILROAD SPIKE
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD CAPPED "MQI"
- POINT
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- WIRE FENCE
- WOODEN FENCE
- OHE — OVERHEAD POWER LINE
- POWER POLE
- CVD — COVERED CONCRETE
- R.O.W. — RIGHT-OF-WAY
- CONCRETE
- O.P.R., T.G.C., TX — OFFICIAL PUBLIC RECORDS OF TOM GREEN COUNTY, TEXAS
- O.P.R.R.P., T.G.C., TX — OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, TOM GREEN COUNTY, TEXAS

REPLAT OF TRACTS D, E, & F, LEWIS O. WOODWARD SUBDIVISION, TOM GREEN COUNTY, TEXAS

OWNER: KENNETH GENE KORNEGAY & JUAN G. SANTIAGO

LAND BOUNDARY SURVEY OF 6.865-ACRES OUT OF BLOCK D, E, AND F OF THE LEWIS O. WOODWARD SUBDIVISION, TOM GREEN COUNTY, TEXAS AS PER PLAT OR MAP RECORDED IN VOLUME 1, PAGE 346, PLAT RECORDS, TOM GREEN COUNTY, TEXAS, BEING OUT OF A 5.41-ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN DATED JULY 22, 2019, RECORDED IN INSTRUMENT NO. 201910072, OFFICIAL PUBLIC RECORDS, TOM GREEN COUNTY, TEXAS, BEING OUT OF A 1.45-ACRE TRACT DESCRIBED IN A SHERIFF'S TAX DEED DATED OCTOBER 31, 2022, RECORDED IN INSTRUMENT NO. 202216792, OFFICIAL PUBLIC RECORDS, TOM GREEN COUNTY, TEXAS, BEING OUT OF A 3.176-ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED MARCH 28, 2024, RECORDED IN INSTRUMENT NO. 202404524, OFFICIAL PUBLIC RECORDS, TOM GREEN COUNTY, TEXAS, AND BEING OUT OF THAT CERTAIN 6.86-ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 17, 1989, RECORDED IN VOLUME 130, PAGE 274, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, TOM GREEN COUNTY, TEXAS

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

Distances shown hereon are shown as grid Texas State Plane Coordinate System distances.

CITY PLANNING COMMISSION

Approved for recording this _____ day of _____, 20_____.
City Planning Commission of San Angelo, Texas.

By:_____
Chairman

By:_____
Secretary

DEPARTMENT OF PLANNING

Approved for recording this _____ day of _____, 20_____.

By:_____
Director of Planning

COUNTY CLERK

Approved for recording this _____ day of _____, 20_____ at _____.
County Clerk of Tom Green County, Texas

By:_____

DEPARTMENT OF WATER UTILITIES

Approved for recording this _____ day of _____, 20_____.

By:_____
Director of Public Works

DEPARTMENT OF PUBLIC WORKS

Approved for recording this _____ day of _____, 20_____.

By:_____
Director of Public Works

DEDICATION / ACKNOWLEDGEMENT

We, Kenneth Gene Kornegay and Juan G. Santiago, do hereby adopt this plat as the subdivision of my property and dedicate for the use to the public the streets, alleys and easements as shown.

_____

_____

STATE OF TEXAS
COUNTY OF TOM GREEN

This instrument was acknowledged before me on the _____ day of _____, 20_____.

By:_____
Notary Public in and for the State of Texas

Field: JF CG
Office: JF
Job # 24020040

MCMILLAN AND QUINN, INC. FIRM NO. 10194241 P.O. BOX 3506 SAN ANGELO, TEXAS PHONE: (325) 939-0043 EMAIL: Info@mqltx.com

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The City Of

San Angelo, Texas

Planning Division
52 West College Avenue, 76903

September 18, 2024

Owner: Kenny Kornegay & Juan Santiago
Erica Wilde, P.E.
Wilde Engineering, LLC
ewilde@wilde-eng.com

SUBJECT: RP24-20: Replat of Lewis O Woodward Subdivision (ETJ) and variances for paving width for Grape Creek Rd and Irvingdale Rd.

PROPERTY: generally located in the 5400 Block of Grape Creek Rd and being 5405 & 5407 Grape Creek Rd and a non-addressed tract.

Dear Mrs. Wilde,

At its meeting on Monday, September 16, 2024, the Planning Commission for the City of San Angelo **APPROVED** RP24-20: APPROVAL of a replat of Lewis O Woodward Subdivision (ETJ), **APPROVED** variance on paving width of Grape Creek Rd and **APPROVED** PARTIAL variance on paving width of Irvingdale allowing 20' paving width rather than the 26' paving width requirement with four conditions:

The **four Conditions of Approval** for the approved final plat is as follows:

1. _____ Initial completion Prior to plat recordation, per Land Development and Subdivision Ordinance, Chapter 7, provide a copy of the Tom Green County Appraisal District certification indicating there are no delinquent taxes on the subject property of this subdivision.

2. _____ Initial completion Prior to plat recordation, submit a revised plat, on which is dedicated one-half of the difference between existing right of way and standard minimum of 40 feet of right-of-way required for Irvingdale Road classified as a local road [LDSO Ch.9.III.5.a.1].

3. _____ Initial completion Prior to plat recordation, prepare and submit plans for the widening of Irvingdale Road, a local road to the approved minimum pavement width of 20 feet [LDSO ch.10.III.A.2]. Once plans are approved, construct pavement widening.

4. _____ Initial completion Prior to plat recordation, a drainage study shall be submitted. [Chapter 12, Planning and Development, Sec 12.05.001; Stormwater Design Manual, Sec 2.13] If public improvements are deemed necessary by this study, submit

construction plan and profile sheets for approval [including streets]. [Chapter 12, Planning and Development, Sec 12.05.001; Stormwater Design Manual, Sec 2.13] Alternatively, submit a request to the City Engineer for approval to defer the requirement to a later stage of development. [Chapter 12, Planning and Development, Sec. 12.05.004]

When you are ready to have this final plat recorded with the Tom Green County Clerk, please present the Planning Division with suitably corrected copies for signature by City officials, in the form and manner prescribed on an attached instruction sheet. A minimum of three (3) Mylar film copies and three (3) paper copies are required. Instructions are included on the following page.

Please contact the Planning Division for further assistance at (325) 657-4210.

Sincerely,

Rae Lineberry

Rae Lineberry
Planner
City of San Angelo

CITY OF SAN ANGELO, TEXAS
PLANNING DIVISION:

SPECIFICATIONS REGARDING SUBMISSION OF FINAL (RE)PLAT DOCUMENTS FOR SIGNATURE BY CITY OFFICIALS AND, EVENTUALLY, FOR RECORDING WITH THE TOM GREEN COUNTY CLERK

Any City-approved subdivision or resubdivision is not considered to have been completed, until fully executed film and paper copies of the plat or replat are filed for recording with the County Clerk. Prior to any such filing, **at least** six positive copies of each plat or replat must be furnished to the City's Planning Division. These six positive copies must have incorporated all formal modifications previously itemized by City officials as a condition for the (re)subdivision's approval. These same six copies must also be as specified below:

A. Three of these positive copies must be made of Mylar film (or a comparable substitute) at least .003 inch thick and with a matte finish on the front side.

   1. The print on each film must be a "black line" suitable for permanent recording with the Tom Green County Clerk.

B. The remaining three positive copies must be made of paper.

C. All six required positive copies must include a signed certificate of ownership and dedication, acknowledged by notary.

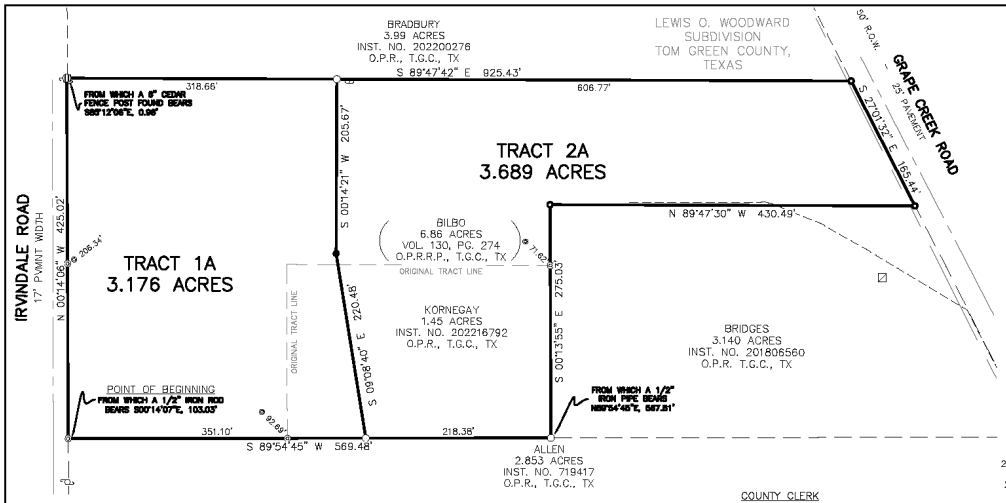
   2. At least one film copy **must** bear original signatures certifying ownership and dedication.

   3. The owners' signature and acknowledgment by notary appearing on other required film and paper copies **may** be photocopies from original signatures.

Two film copies and one paper copy of each plat or replat will be returned to the proponents, with all signatures of municipal officials necessary for recording this document with the Tom Green County Clerk. Other required film and paper copies will remain at San Angelo's City Hall, in the records of various municipal agencies. Municipal officials will sign additional film or paper copies of approved (re)plats, in excess of the minimum six copies specified above, which may be desired for the proponents' personal or business records.

NOTE: Improvements to streets, drainage, water, or sewer utilities are sometimes required in conjunction with an approved (re)subdivision. If so, then City officials will not sign any copies of the plat or replat, until those required improvements are actually installed or are otherwise ensured by an appropriate financial guarantee held by the City's Engineering Services Division and/or Water Utilities Department.

Replat



This plat is filed in Cabinet_____, Slide_____, Plat Records of Tom Green County, Texas.

SCALE: 1"=100'

0 100 200

LEGEND

- FOUND RAILROAD SPIKE
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD CAPPED "MQ"
- POINT
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- WIRE FENCE
- WOODEN FENCE
- OHE — OVERHEAD POWER LINE
- POWER POLE
- CVD — COVERED CONCRETE
- R.O.W. — RIGHT-OF-WAY
- CONCRETE
- O.P.R., T.G.C., TX — OFFICIAL PUBLIC RECORDS OF TOM GREEN COUNTY, TEXAS
- O.P.R.R.P., T.G.C., TX — OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, TOM GREEN COUNTY, TEXAS

REPLAT OF TRACTS D, E, & F, LEWIS O. WOODWARD SUBDIVISION, TOM GREEN COUNTY, TEXAS

OWNER: KENNETH GENE KORNEGAY & JUAN G. SANTIAGO

LAND BOUNDARY SURVEY OF 6.865-ACRES OUT OF BLOCK D, E, AND F OF THE LEWIS O. WOODWARD SUBDIVISION, TOM GREEN COUNTY, TEXAS AS PER PLAT OR MAP RECORDED IN VOLUME 1, PAGE 346, PLAT RECORDS, TOM GREEN COUNTY, TEXAS, BEING OUT OF A 5.41-ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN DATED JULY 22, 2019, RECORDED IN INSTRUMENT NO. 201910072, OFFICIAL PUBLIC RECORDS, TOM GREEN COUNTY, TEXAS, BEING OUT OF A 1.45-ACRE TRACT DESCRIBED IN A SHERIFF'S TAX DEED DATED OCTOBER 31, 2022, RECORDED IN INSTRUMENT NO. 202216792, OFFICIAL PUBLIC RECORDS, TOM GREEN COUNTY, TEXAS, BEING OUT OF A 3.176-ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED MARCH 28, 2024, RECORDED IN INSTRUMENT NO. 202404324, OFFICIAL PUBLIC RECORDS, TOM GREEN COUNTY, TEXAS, AND BEING OUT OF THAT CERTAIN 6.86-ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 17, 1989, RECORDED IN VOLUME 130, PAGE 274, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, TOM GREEN COUNTY, TEXAS

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

Distances shown hereon are shown as grid Texas State Plane Coordinate System distances.

CITY PLANNING COMMISSION

Approved for recording this _____ day of _____, 20_____, City Planning Commission of San Angelo, Texas.

By:_____ Chairman

By:_____ Secretary

DEPARTMENT OF PLANNING

Approved for recording this _____ day of _____, 20_____,

By:_____ Director of Planning

COUNTY CLERK

Approved for recording this _____ day of _____, 20_____ at _____, County Clerk of Tom Green County, Texas

By:_____

DEPARTMENT OF WATER UTILITIES

Approved for recording this _____ day of _____, 20_____,

By:_____ Director of Public Works

DEPARTMENT OF PUBLIC WORKS

Approved for recording this _____ day of _____, 20_____,

By:_____ Director of Public Works

DEDICATION / ACKNOWLEDGEMENT

We, Kenneth Gene Kornegay and Juan G. Santiago, do hereby adopt this plat as the subdivision of my property and dedicate for the use to the public the streets, alleys and easements as shown.

_____

_____

STATE OF TEXAS
COUNTY OF TOM GREEN

This instrument was acknowledged before me on the _____ day of _____, 20_____,

By:_____ Notary Public in and for the State of Texas

Field: JF CG
Office: JF
Job # 24020040

MCMILLAN AND QUINN, INC. FIRM NO. 10194241 P.O. BOX 3506 SAN ANGELO, TEXAS PHONE: (325) 939-0043 EMAIL: info@mqltx.com

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PLANNING COMMISSION – September 16, 2024
STAFF REPORT

APPLICATION TYPE:	CASE:
Replat RP24-20	Lewis O Woodward Subdivision

SYNOPSIS:

A request for a replat of three tracts in approximately the 5400 block of Grape Creek Rd into two tracts located in the exterritorial jurisdiction, along with a request for variances on paving width for Grape Creek Road and Irvingdale Road. The properties have a vision plan of being rural.

LOCATION:	LEGAL DESCRIPTION:
The 5400 Block of Grape Creek Road also being 5405 & 5407 Grape Creek Road and a non-addressed tract.	Acres: 2.574, Subd: WOODWARD S/D, 2.574 ACRES & A 20' ROAD EASEMENT Acres: 1.110, Subd: WOODWARD S/D, 1.110 ACRES, LABEL: NTA2112677 ///78, MAKE: CMH MANUFACTURING INC, SERIAL: BL2008693TXA ///B, MODEL: 98TRU28684RH22S, MODEL: 28X68, YR: 2022 Acres: 3.176, Subd: WOODWARD S/D, 3.176 ACRES OUT OF BLK D, E & F

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
Extra-territorial Jurisdiction (ETJ)	None	Rural	6.865 acres

THOROUGHFARE PLAN:

Grape Creek Road – A minor arterial with a current ROW of 48' and a paving width of 24'. Required minimums are 68' of Right of way and 48' of paving.
Irvingdale Road – A local road with no current ROW and a paving width of 17'. Required minimums are 40' (or paving width plus 10') of Right of way and 26' of paving.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the replat of Lewis O Woodward Subdivision with seven conditions, **DENIAL** of both variances for paving width.

PROPERTY OWNER/PETITIONER:

Owner: Kenny Kornegay & Juan Santiago
Petitioner: Wilde Engineering

STAFF CONTACT:

Rae Lineberry
Planner
(325) 657-4210, Extension 1533
Rae.lineberry@cosatx.us

Conformity with Comprehensive Plan and Purpose Statements: The proposed replat will create 2 tracts, one being a residence, 5405 & 5407 Grape Creek Rd as Tract 2A and another lot that does not have an address as Tract 1A in the Extraterritorial Jurisdiction. The plat will conform to the purpose statements outlined in Chapter 2 of the Land Development and Subdivision Ordinance (LDSO). Since Grape Creek Rd is a Minor Arterial, Staff does not recommend approval of the variance request for paving width. Since Irvingdale does not meet emergency service requirements of at least 20', Staff does not recommend approval of the variance request for paving width.

Recommendation: Staff recommends **APPROVAL** of the replat of Lewis O Woodward Subdivision with six conditions, **DENIAL** of both variances for paving width.

Conditions

1. Prior to plat recordation, provide a copy of the Tom Green County Appraisal District certification indicating there are no delinquent taxes on the subject property of this subdivision. [Land Development and Subdivision Ordinance, Chapter 7]

2. Prior to plat recordation, submit a revised plat, on which is dedicated one-half of the difference between existing right of way and standard minimum of 40 feet of right-of-way required for Irvingdale Road classified as a local road [LDSO Ch.9.III.5.a.1].

3. Prior to plat recordation, prepare and submit plans for the widening of Irvingdale Road, a local road to the minimum pavement width of 26 feet [LDSO ch.10.III.A.2]. Once plans are approved, construct pavement widening. An alternative is to obtain approval of a variance from the Planning Commission [Land Development and Subdivision Ordinance, Chapter 1.IV]

4. Prior to plat recordation, prepare & submit plans for required improvements to Grape Creek Road, a Minor Arterial by half the increment necessary [LDSO Ch.9.III.5.a.2] to increase the existing pavement width of 17 feet to the standard pavement width specified as 48 feet [LDSO Ch.10.III.A.2]. Once plans are approved, construct street widening. An alternative is to obtain approval of a variance from the Planning Commission [LDSO Ch.1.IV].

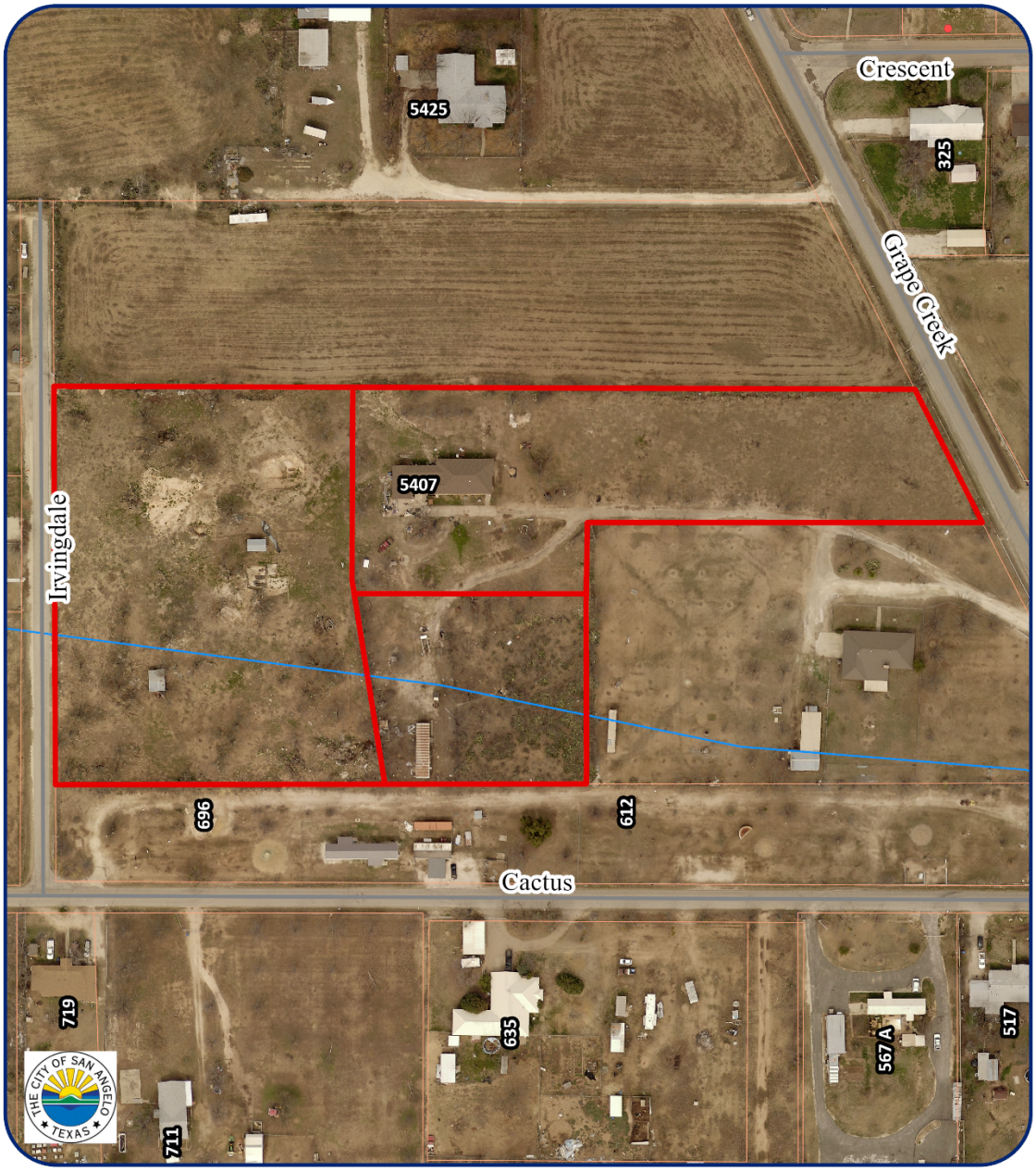
5. Prior to plat recordation, submit a revised plat, on which is dedicated one-half of the difference between existing right of way and standard 68 feet of right-of-way required for Grape Creek Road, a minor arterial [LDSO Ch.10.III.A.1] & [LDSO Ch.9.III.5.a.1].

6. Prior to plat recordation, prepare and submit plans for approval, illustrating the required construction of sidewalk abutting Grape Creek Road a Minor Arterial [LDSO, Chapter 9.V.D.1]. Once plans are approved, construct sidewalk to City specifications [LDSO, Ch 9.V.C]. An alternative is to obtain approval of a waiver from the Planning Director and City Engineer [LDSO, Ch 1.IV].

7. Prior to plat recordation, a drainage study shall be submitted [Sec 12.05.001.e.1] and improvements deemed necessary by this study, Constructed [LDSO Ch9.IV.A]. Alternatively, submit a request to the City Engineer to defer the requirement to a later stage of development [Article 12.05.004.c.4].

Attachments:
Aerial Map
RePlat

Aerial Map



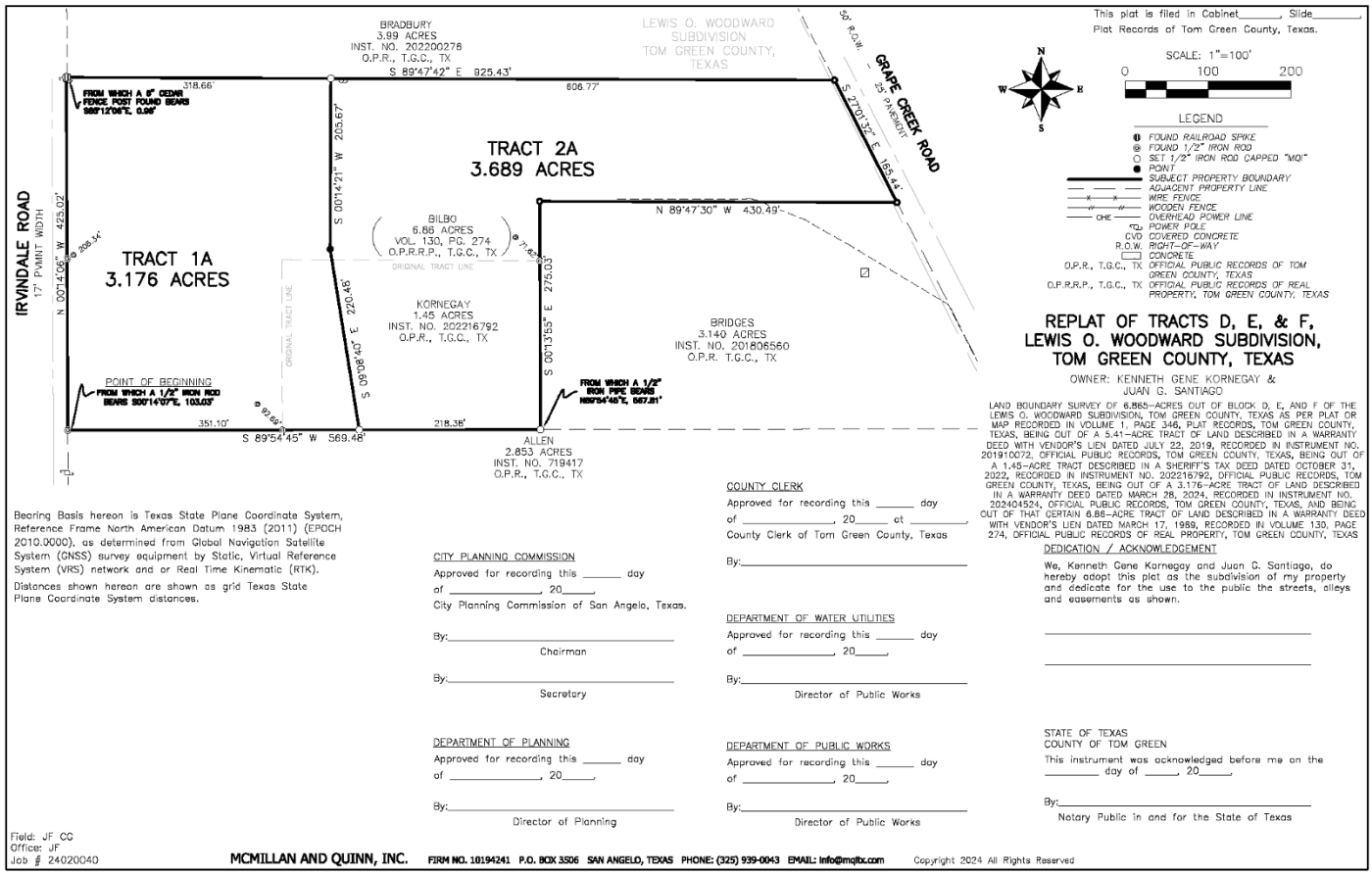
Aerial Map
RP24-20 Lewis O Woodward

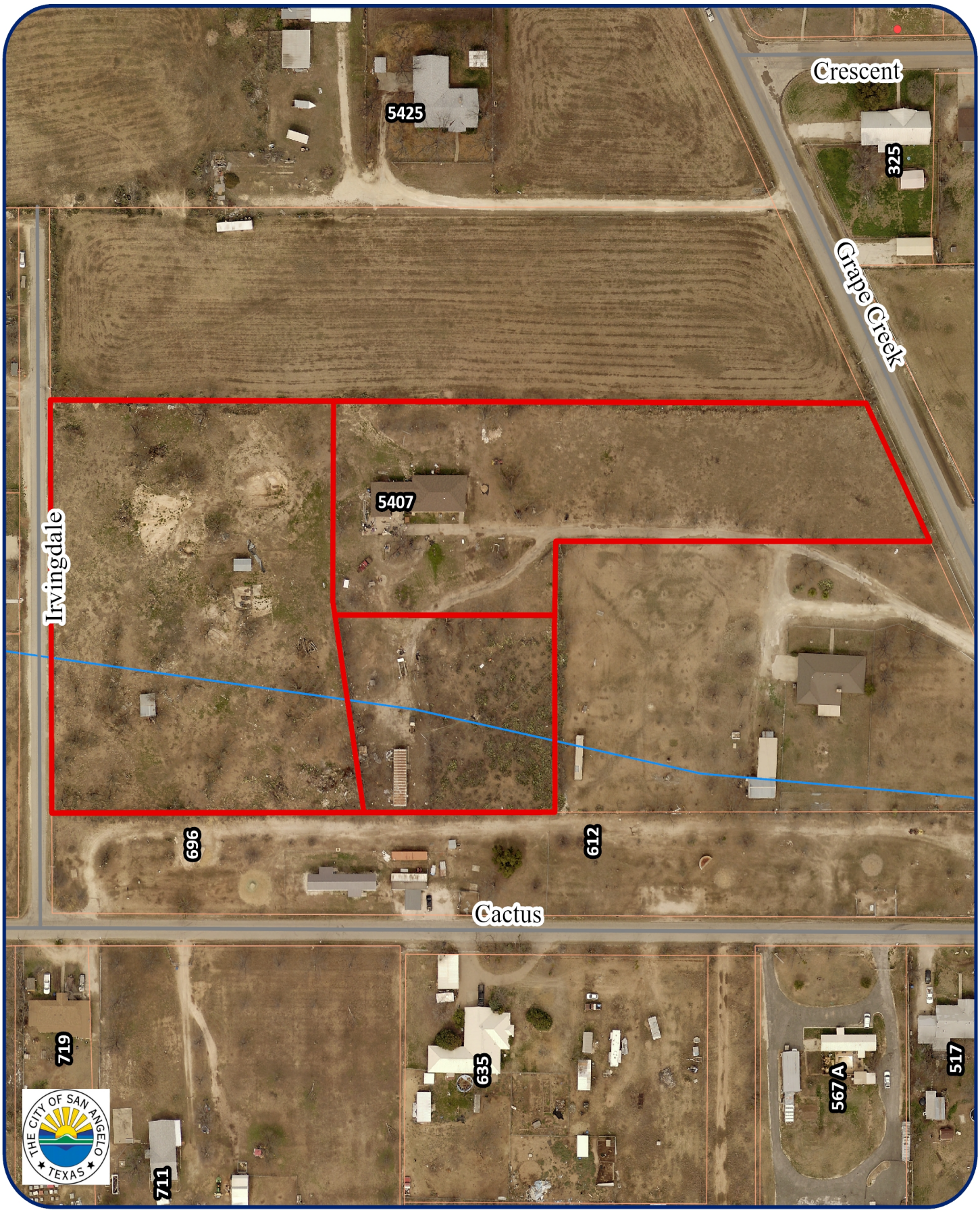
Subject Properties:

Scale: 00.01 0.02 0.03 0.04 Miles

N

Replat


This plat is filed in Cabinet_____, Slide_____,
Plat Records of Tom Green County, Texas.
SCALE: 1"=100'
0 100 200
N
W
E
S
LEGEND
FOUND RAILROAD SPIKE
FOUND 1/2" IRON ROD
SET 1/2" IRON ROD CAPPED "MQI"
POINT
SUBJECT PROPERTY BOUNDARY
ADJACENT PROPERTY LINE
WIRE FENCE
WOODEN FENCE
OVERHEAD POWER LINE
POWER POLE
COVERED CONCRETE
R.O.W. RIGHT-OF-WAY
CONCRETE
O.P.R., T.G.C., TX OFFICIAL PUBLIC RECORDS OF TOM GREEN COUNTY, TEXAS
O.P.R.R.P., T.G.C., TX OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, TOM GREEN COUNTY, TEXAS
REPLAT OF TRACTS D, E, & F,
LEWIS O. WOODWARD SUBDIVISION,
TOM GREEN COUNTY, TEXAS
OWNER: KENNETH GENE KORNEGAY &
JUAN G. SANTIAGO
LAND BOUNDARY SURVEY OF 6.865-ACRES OUT OF BLOCK D, E, AND F OF THE LEWIS O. WOODWARD SUBDIVISION, TOM GREEN COUNTY, TEXAS AS PER PLAT OF MAP RECORDED IN VOLUME 1, PAGE 346, PLAT RECORDS, TOM GREEN COUNTY, TEXAS, BEING OUT OF A 5.41-ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN DATED JULY 22, 2019, RECORDED IN INSTRUMENT NO. 201910072, OFFICIAL PUBLIC RECORDS, TOM GREEN COUNTY, TEXAS, BEING OUT OF A 1.45-ACRE TRACT DESCRIBED IN A SHERIFF'S TAX DEED DATED OCTOBER 31, 2022, RECORDED IN INSTRUMENT NO. 202215792, OFFICIAL PUBLIC RECORDS, TOM GREEN COUNTY, TEXAS, BEING OUT OF A 3.176-ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED DATED MARCH 28, 2024, RECORDED IN INSTRUMENT NO. 202404524, OFFICIAL PUBLIC RECORDS, TOM GREEN COUNTY, TEXAS, AND BEING OUT OF THAT CERTAIN 6.86-ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 17, 1988, RECORDED IN VOLUME 130, PAGE 274, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, TOM GREEN COUNTY, TEXAS
DEDICATION / ACKNOWLEDGEMENT
We, Kenneth Gene Kornegay and Juan G. Santiago, do hereby adopt this plat as the subdivision of my property and dedicate for the use to the public the streets, alleys and easements as shown.
STATE OF TEXAS
COUNTY OF TOM GREEN
This instrument was acknowledged before me on the _____ day of _____, 20_____,
By:_____
Notary Public in and for the State of Texas
BRADBURY
3.99 ACRES
INST. NO. 202200276
O.P.R., T.G.C., TX
LEWIS O. WOODWARD SUBDIVISION
TOM GREEN COUNTY, TEXAS
50' R.O.W.
GRAPE CREEK ROAD
25' PARKWAY
S 89°47'42" E 925.43'
318.66'
606.77'
S 27°01'32" E 165.44'
TRACT 2A
3.689 ACRES
S 00°14'21" W 205.67'
N 89°47'30" W 430.49'
BILBO
6.86 ACRES
VOL. 130, PG. 274
O.P.R.R.P., T.G.C., TX
ORIGINAL TRACT LINE
IRVINDALE ROAD
17' PVMNT WIDTH
N 00°14'06" W 425.02'
TRACT 1A
3.176 ACRES
KORNEGAY
1.45 ACRES
INST. NO. 202216792
O.P.R., T.G.C., TX
S 00°13'55" E 275.03'
BRIDGES
3.140 ACRES
INST. NO. 201806560
O.P.R. T.G.C., TX
POINT OF BEGINNING
351.10'
S 89°54'45" W 569.48'
218.38'
ALLEN
2.853 ACRES
INST. NO. 719417
O.P.R., T.G.C., TX
Bearing Basis hereon is Texas State Plane Coordinate System, Reference Frame North American Datum 1983 (2011) (EPOCH 2010.0000), as determined from Global Navigation Satellite System (GNSS) survey equipment by Static, Virtual Reference System (VRS) network and or Real Time Kinematic (RTK).
Distances shown hereon are shown as grid Texas State Plane Coordinate System distances.
CITY PLANNING COMMISSION
Approved for recording this _____ day of _____, 20_____,
City Planning Commission of San Angelo, Texas.
By:_____
Chairman
By:_____
Secretary
DEPARTMENT OF PLANNING
Approved for recording this _____ day of _____, 20_____,
By:_____
Director of Planning
COUNTY CLERK
Approved for recording this _____ day of _____, 20_____ at _____,
County Clerk of Tom Green County, Texas
By:_____
DEPARTMENT OF WATER UTILITIES
Approved for recording this _____ day of _____, 20_____,
By:_____
Director of Public Works
DEPARTMENT OF PUBLIC WORKS
Approved for recording this _____ day of _____, 20_____,
By:_____
Director of Public Works
Field: JF CC
Office: JF
Job # 24020040
MCMILLAN AND QUINN, INC.
FIRM NO. 10194241 P.O. BOX 3506 SAN ANGELO, TEXAS PHONE: (325) 939-0043 EMAIL: info@mqltx.com
Copyright 2024 All Rights Reserved



Aerial Map
RP24-20 Lewis O Woodward

Subject Properties:

Scale: 0 0.01 0.02 0.03 0.04 Miles

N

ArcGIS Web Map

9/15/2024, 9:37:24 AM

Parcels

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

COSA GIS Division

ArcGIS Web AppBuilder

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

Irvindale Rd

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rae Lineberry, Planner, Planning and Development Services

Meeting Date: November 5, 2024

Item type: Regular Item

Caption:

Consider a resolution approving a request for a variance to allow the sale of alcoholic beverages, beer, and wine at the following locations, 1800, 1900, and 2000 Block of Knickerbocker Rd. being an approximate 10.0104-acre property in the J. McNeese Survey No. 176.25, Abstract No. 1641, a property within 300-ft. of a public school (Presentation made by Planning & Development Services Director Aaron Vannoy)

Staff Recommendation:

Adopt

Summary/History:

The Stadium Lanes and property under the Alexander Construction Company in the 1800, 1900, and 2000 Blk. of Knickerbocker has existed since the 50s across from the SAISD property which houses athletic fields, a middle school and an alternative campus. This property has operated a few establishments which have provided alcohol sales for on-site consumption as well as package sales. This request is to create a space in the shopping center for a craft brewery which would have onsite consumption and a package sales component to their business. This area has been a successful area without major incidents of minors obtaining alcohol from these establishments. While the request is for a new suite to be built adjacent to the Stadium Lanes area, the full shopping center should be considered for a variance of the distance restrictions. The Planning Staff has reviewed this request against the variance process and agrees that allowing this variance is in the best interests of the City at this time for the entire building located at 1800, 1900, and 2000 Blk. of Knickerbocker Rd.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Variance request — Variance request.pdf

2.	1800 1900 2000 Knickerbocker Road distance map	1800 1900 2000 Knickerbocker Road distance map.pdf
3.	Alexandar Construction Company TABC Variance Resolution	Alexandar Construction Company TABC Variance Resolution.docx

Presentation:

Aaron Vannoy

Approvals/Reviews:

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

Dear Aaron:

I am writing you regarding some proposed changes at Stadium Lanes (2105 Knickerbocker Rd). We had a Level II meeting two months ago wherein I presented a proposal for Stadium Lanes to give up some space in their building and create another suite that would be occupied by a separate business that will also have alcohol sales under a different license. In that conversation it was noted that we (the landlord) will need to request a variance for liquor sales from City Council because of the proximity to SAISD land.

I am now ready to make that request and was directed to send you a written request via email to start the process. We are not sure what information that you might need from us and would like to offer the following information.

Presently the entire footprint of the building known as 2105 Knickerbocker has two tenants: Stadium Lanes Bowling Center and Fleming's Family Diner. Only Stadium Lanes Bowling Center has a liquor license, and their license covers this entire premises. This premises has operated with this license for more than 20 years having gone through a similar variance process.

The space designated for suite B is proposed to be operated by an existing local brewery and taproom who would be moving their business to this location. They of course will have to apply for a new license for this new location. Hypothetically, if the bowling alley were to simply operate the brewery/pub itself without an additional address (new suite), it would not need to apply for a new license or a variance as this premises is already covered by the prior granted variance. It sounds from the Level II meeting that it is because we are creating a new suite/new address that a variance would need to be requested.

1. I think the first question is an administrative one as to whether or not that is correct? It would seem to me that the original variance covered all of 2105. If it is now divided into suites, wouldn't that Variance still cover all of 2105, regardless of the number of alcohol operators in the building itself?

2. If we do need to request this variance, we would offer that other variances have been granted in the area regarding the same proximity and distance to SAISD property. Examples are the previous Zentner's Daughter /now Napoli's, In Vino Veritas Wine Market, as well as the former Cork & Pig Tavern location with is now a tire shop. Even though the distance between the subject property and SAISD land is under 300 ft, the actual location of the school itself (Glenn Middle School) is a fairly good distance from the subject property – a property which has already been covered by a previous variance for this exact same request. We also believe that because the former Cork & Pig location on Knickerbocker was previously granted a variance like this (as well as others in the area) granting this variance is not inconsistent with the mix of business in this area.

Therefore, to the extent necessary (depending on the answer to item 1.), we respectfully submit this application for a variance regarding the distance requirement for liquor sales and also would hope that planning/development departments would take a favorable or at least a non-objectionable position regarding this request - most particularly because the property that is encompassed in this request has already been granted a variance for this location.

Sorry for the lengthy email, but I wanted to get as much information to you as possible. Please let me know if there is a special form I need to submit.

Also, can you also let me know when would be the earliest available date that this item could be presented to City Council?

Thank you!

Mary Jane Steadman, Managing Partner

Alexander Construction Company, Landowner

3619 S. Jackson

San Angelo, Texas 76904

325-949-2811 office

325-650-9075 cell

1800, 1900, 2000 Blk of Knickerbocker Rd.

10/29/2024, 3:55:55 PM

Parcels

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

COSA GIS Division

ArcGIS Web AppBuilder

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING A VARIANCE FROM THE CITY CODE OF ORDINANCES, ARTICLE 5.02 "ALCOHOLIC BEVERAGE REGULATIONS", SECTION 5.02.033 "PROHIBITED LICENSES"; TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES, BEER, AND WINE WITHIN 300 FEET OF A TAX-SUPPORTED ELEMENTARY OR SECONDARY PUBLIC SCHOOL; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Alexander Construction Company (herein referred to as the "Landowner") is the Owner of an approximate 10.0104-acre property in the J. McNeese Survey No. 176.25, Abstract No. 1641, located at the 1800, 1900, and 2000 block of Knickerbocker Rd., in the City of San Angelo, Tom Green County, Texas (hereinafter referred to as the "Property"); and,

WHEREAS, on October 1, 2024, Landowner, was denied a license to sell alcohol from the Texas Alcoholic Beverage Commission "TABC" due to the Property being within 300 feet of a tax-supported elementary or secondary public school; and,

WHEREAS, the Texas Alcohol and Beverage Code, subsection (e) of Section 109.33 "Sales Near School, Church or Hospital", allows the City of San Angelo to grant a variance to Section 5.02.033 of the City Code of Ordinances, where it determines that a) enforcement of the regulation in a particular instance is not in the best interest of the public; b) constitutes waste or inefficient use of land or other resources; c) creates an undue hardship on an applicant for a license or permit; d) does not serve its intended purpose; e) is not effective or necessary; or f) for any other reason; and after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community; and,

WHEREAS, the City of San Angelo has determined that the sale of alcohol satisfies 109.33(e), criterion a) above, that enforcement of the regulation in this particular instance is not in the best interest of the public; and e) is not effective or necessary.

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

Section 1. The City Council grants the requested variance, allowing the Landowner and any third-party lessee of Landowner, to sell alcoholic beverages, beer, and wine, from the subject Property as identified on Exhibit "A" attached hereto, within 300 feet of a tax-supported public elementary school, provided all required licensing is obtained.

Section 2. Authorization is conditioned upon Landowner, and/or its third-party lessees, obtaining all required licensing including TABC license(s).

Section 3. Authorization is conditioned upon Landowner, and/or its third-party lessees, obtaining all required permits and being in compliance with all City codes and ordinances relevant to the sale and distribution of alcohol.

Section 4. The terms and provisions of this Resolution shall be deemed to be severable in that if any portion of this Resolution shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Resolution.

Section 5. This Resolution shall be effective from and after the date of adoption.

PASSED, APPROVED and ADOPTED on this 5th day of November, 2024.

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

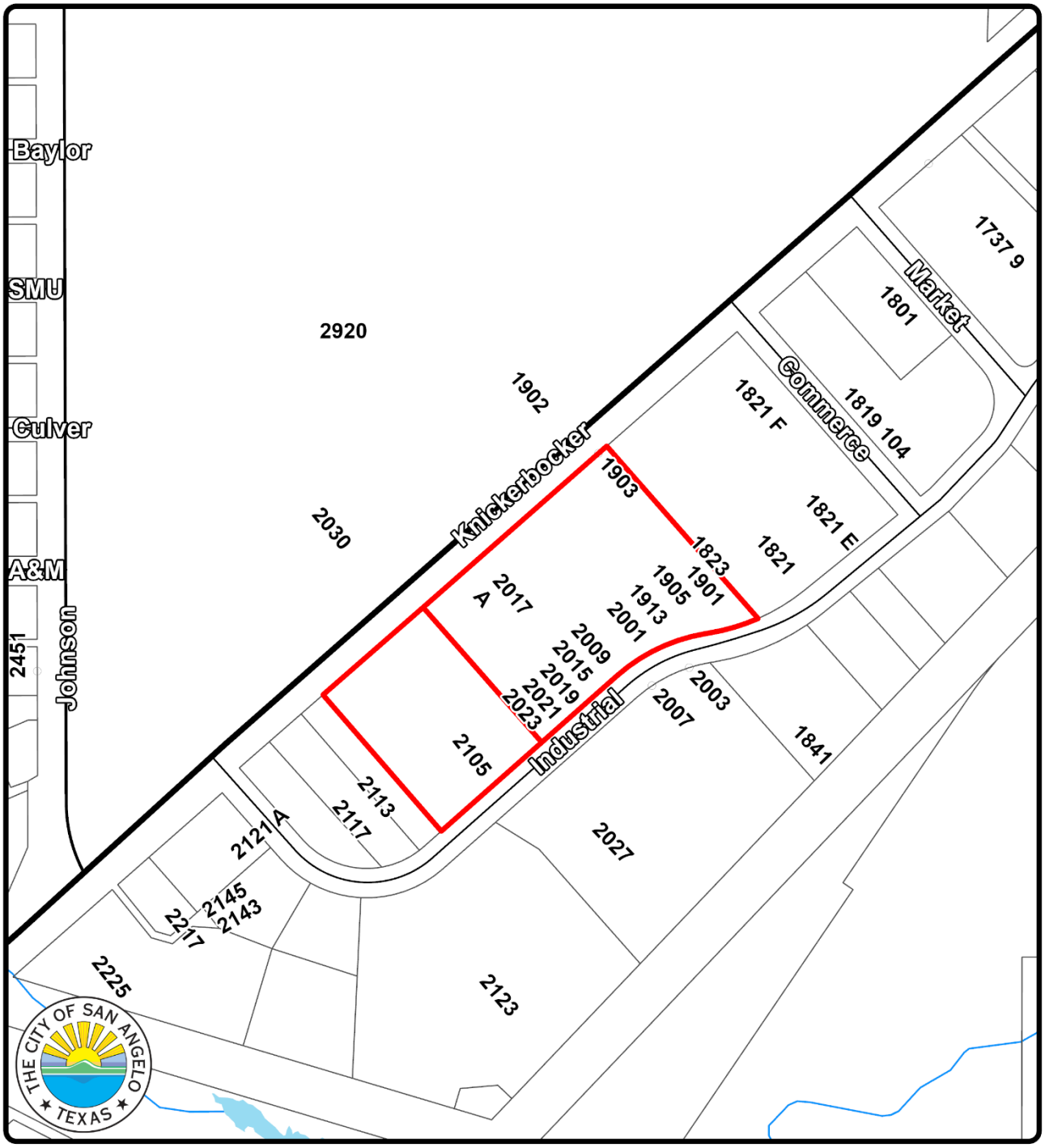
ATTEST:

_____
Heather Stastny, City Clerk

Approved as to Form:

_____
Brandon Dyson, Interim City Attorney

Exhibit "A"



Ordinance Map
Alcohol Variance - 1901-2105 Knickerbocker
Council District: #5 Karen Hesse Smith
Neighborhood: ASU - College Hills

Scale: 0 0.02 0.04 0.07 0.11 0.14 Miles

Subject Property:

N

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Jonathan Flores, Budget Manager, Budget

Meeting Date: November 5, 2024

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for 2024 Street Bond Issue, SAISD school resource officer program, Concho Christmas Celebration, and Street sweeper purchase (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

This proposed amendment contains the following items (additional information attached):

- 2024 debt proceeds for the purpose of street improvement projects
- School resource officer program agreement with SAISD
- Funding for the Concho Christmas Celebration
- Purchase of street sweeper with Stormwater funds

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
General Fund			$0.00
Debt Service			$198
2024 Street Bond Proceeds			-$198
Hotel and Occupancy Funds			-$200,000
Stormwater Fund			-$363,675

Financial Impact:

The numbers above are net benefit/(cost). See Exhibit A of the ordinance for additional details. Negative numbers indicate the use of fund balance. Funds showing $0.00 have a corresponding revenue and expenditure offset each other; therefore, the net financial impact is zero.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	BA Memo - Concho Christmas Celebration	BA Memo - Concho Christmas Celebration.pdf
2.	BA Memo - SAISD SRO Program	BA Memo - SAISD SRO Program.pdf
3.	BA Memo - 2024 CO Issue for Streets	BA Memo - 2024 CO Issue for Streets.pdf
4.	BA Memo - Street Sweeper	BA Memo - Street Sweeper.pdf
5.	2024 11-05 Ordinance	2024 11-05 Ordinance.docx

Presentation:

Tina Dierschke

Approvals/Reviews:

Jonathan Flores	Created/Initiated
Jonathan Flores	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

City of San Angelo

Memo

To: Tina Dierschke, Finance Director

From: Carl White, Parks and Recreation Director

Date: 11/05/2024

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Request budget for the 2024 Concho Christmas Celebration

Source of Funding:

Hotel and Occupancy Tax Funds

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

Authorization for a memorandum of understanding for the Concho Christmas Celebration was approved on 10/01/2024.

Project/Budget to be amended	Revenue	Expense
Concho Christmas Celebration		200,000

Additional Comments:

The city will contribute funding for the event. Donations received from the event will be used to cover the expenses of Concho Christmas and to reimburse the City to the extent possible for the funding provided for the operation of the event. This amendment will budget for the initial outlay required for the event.

City of San Angelo

Memo

To: Tina Dierschke, Finance Director

From: Adam Scott, Assistant Chief of Police

Date: 11/05/2024

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the memorandum of understanding with SAISD for the school resource officer (SRO) program.

Source of Funding:

SAISD Reimbursement Funds

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

Budget for the administration of the program was approved in the original budget on 11/03/2024.

Project/Budget to be amended	Revenue	Expense
SRO Officer Hours	2,282,925	2,282,925
Extracurricular Officer Hours	73,575	73,575

Additional Comments:

This amendment will budget for the hours paid to officers while serving on a campus as an SRO, hours paid to officers working at SAISD events, and the subsequent reimbursement from SAISD. The original budget already includes reimbursement for a command sergeant to administer the program.

City of San Angelo

Memo

To: Tina Dierschke, Finance Director

From: Ryan Gaddy, Assistant Finance Director

Date: 10/23/2024

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Combination Tax and Revenue Certificates of Obligation, Series 2024 for the purpose of Streets Improvement Projects

Source of Funding:

Debt Issue Proceeds

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

City Council, October 15, 2024

Project/Budget to be amended	Revenue	Expense
2024 Streets Improvements (New Fund)	$20,203,698	$20,203,698

Additional Comments:

Proceeds from the sale of the Certificates will be used for (i) constructing and improving streets, roads, alleys, bridges and sidewalks including related utility relocation, drainage, signalization, landscaping, screening walls, lighting and signage; and (ii) paying the costs of issuance of the Certificates.

City of San Angelo

Memo

To: Tina Dierschke, Finance Director

From: Ryan Kramer, Fleet Services Manager

Date: 11/05/2024

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Budget for the purchase of Stormwater equipment under HGAC Contract #SW04-20.

Source of Funding:

Stormwater Fund Balance

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

N/A

Project/Budget to be amended	Revenue	Expense
Stormwater Fund Balance		
Street Sweeper		363,675

Additional Comments:

The above budget is requested for the purchase of one street sweeper. This equipment is to be utilized by the Stormwater division for the purpose of street sweeping. Currently, equipment being used for this purpose includes street sweepers of a similar style.

AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR DEBT, SAISD SRO PROGRAM, CONCHO CHRISTMAS CELEBRATION AND STREET SWEEPER.

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

WHEREAS, the resources necessary for these changes are available.

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

The City's budget for fiscal year 2024-2025 be amended by the amounts contained in **Exhibit "A"**.

INTRODUCED with public hearing on the 5th day of November 2024, and finally PASSED on this 19th day of November 2024.

ATTEST:

_____
Heather Stastny, City Clerk

THE CITY OF SAN ANGELO, TEXAS:

_____
Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

_____
Tina Dierschke, Finance Director

APPROVED AS TO FORM:

_____
Brandon Dyson, City Attorney

Exhibit A

City of San Angelo
Proposed Budget Amendment

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
General Fund	2,356,500	2,356,500	-
General Debt	198	-	198
Stormwater Fund	-	363,675	(363,675)
2024 Street Bond	20,203,500	20,203,698	(198)
Hotel Occupancy Tax	-	200,000	(200,000)
	$ 22,560,198	**$ 23,123,873**	**$ (563,675)**

Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
San Angelo ISD SRO program	General Fund	2,356,500	2,356,500	-
2024 Streets CO for street improvements	General Debt	20,203,698	20,203,698	-
Concho Christmas celebration contract	Hotel Occupancy Funds	-	200,000	(200,000)
Purchase street sweeper	Stormwater Fund	-	363,675	(363,675)
		$ 22,560,198	**$ 23,123,873**	**$ (563,675)**

APPLICATION FOR
BOARDS and COMMISSIONS

Name: Patrick J-Y Nuytten

Address: [redacted]

City: San Angelo State: TX Zip: 76901

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

Resident of San Angelo since: 1976 SMD: 6

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

Occupation/Business Affiliation: Pilot / Flight Instructor

Occupation/Business Address: 8618 Terminal Cir RD Suite 112 SA, TX

Title/Position: Owner of San Angelo Flying Enterprise, LLC.

Email: [redacted]

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

Applicant's Signature 8-4-22 Date

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

Applying for:

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

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

Recommended by:

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

Feel free to attach additional sheets, if necessary.

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

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

Education and/or Professional Licenses: BS Aviation Management/ Business.

Current Municipal and Civic Organization Memberships (position and dates): Airport Board 2008 - October 2021

Previous Municipal Experience (position, location, and dates): ____

What personal qualifications can you bring to this board? 48 years experience as Pilot

What is your personal vision for the City? Help the airport grow

Why do you want to serve on this board? Past experience enjoying macking decisions to better the airport.

Additional relevant information: Had to go off the board for a year. This October will be one year.

*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.

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:	Gail Stillwell
Address:	[redacted]
ZIP code:	76904
Home/mobile phone:	[redacted]
Office/mobile phone:	[redacted]
Resident of San Angelo since: (year)	1976
City Council Single-member District in which you reside:	San Angelo
Registered San Angelo voter? (yes or no)	Yes
Occupation/business affiliation:	Retired
Occupation/business address:	None
Title/position:	Retired teacher
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

10/02/2024

4. Applying for:

(○) Public Art Commission

5. Recommended by:

(Name): Brenda Gunter

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:

After graduating high school from Odessa Permian I moved to San Angelo. I have been a citizen of San Angelo for almost 50 years. I went to Angelo State University and obtained my Bachelor of Science degree and Masters degree. I was fortunate to spend my entire career of 31 years with San Angelo ISD coaching and teaching.

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

None

Previous municipal experience (positions, dates, where):

None

What personal qualifications can you bring to the board?

I am an artist and I have had the pleasure and opportunity to work with and meet other artists and share ideas. I have a degree in art. I am a member of the San Angelo art club and I enjoy participating in a number of art shows sponsored by generous art lovers within the Concho Valley. My love for San Angelo and the Arts is what qualifies me for this position. The art community is important to me and I hope to see San Angelo continue to grow and lead with new creative and unique ideas.

What is your personal vision for the City?

My vision is for San Angelo to be the leader in visual art and continue groundbreaking ideas. Tourism is important and I feel we should continue be a beautiful art community. I want people to see and feel the beauty and impact that art can have when driving through our city. Our parks and downtown areas are just the beginning. I hope that anywhere in San Angelo one can see and appreciate our art.

Why do you want to serve on this board?

I want to serve because I love San Angelo and I love art of all kinds! I feel I have something to offer in a way that an artist can appreciate and help in decisions and ideas.

Is there anything else you would like to share about yourself?
No

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

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APPLICATION FOR
BOARDS and COMMISSIONS

Name: Michael S. Powers

Address: [redacted]

City: San Angelo State: TX Zip: 76904

Phone (Home [redacted] (Office):

Resident of San Angelo since: 2019 SMD:

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

Occupation/Business Affiliation: Professor at ASU

Occupation/Business Address: 2601 W Ave N

Title/Position: Assistant Professor of History

Email: [redacted]

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

Michael S. Powers — Applicant's Signature

10-17-24 — Date

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

Applying for:

- ____Airport Advisory Board
- ____Airport Zoning Board
- ____Animal Shelter Advisory Committee
- ____Civic Events Advisory Board
- ____Civil Service Commission
- ____Construction Board of Adjustment & Appeals
- ____Design & Historic Review Commission
- ____Economic Development Corporation
- ____Fairmount Cemetery Board
- X Fort Concho Museum Board
- ____Keep San Angelo Beautiful Board
- ____Park Commission
- ____Parks & Recreation Advisory Board
- ____Planning Commission
- ____Public Art Commission
- ____Tax Increment Reinvestment Zone Board
- ____Water Advisory Board
- ____Zoning Board of Adjustment

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

Recommended by:

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

Feel free to attach additional sheets, if necessary.

Based on your board selection, do you meet the membership criteria? ✓ Yes ____No

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

Education and/or Professional Licenses: PhD in U.S. History
Tenure track professor at ASU

Current Municipal and Civic Organization Memberships (position and dates): Railway Museum of San Angelo, Board of Trustees member, 2020 - 2024

Previous Municipal Experience (position, location, and dates):

What personal qualifications can you bring to this board? Academic expertise, opportunities to collaborate with Angelo State

What is your personal vision for the City? Protect and enhance its historical significance

Why do you want to serve on this board? I teach and study the 19th c. U.S.

Additional relevant information:

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