



City Council Agenda 2/4/2025

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held February 4, 2025 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**
4. **Public Comment**

Members of the public may raise issues or concerns not listed on the Regular Agenda during this time. To participate, please sign in with the City Clerk prior to the beginning of the meeting. Speakers will be called in the order they signed in. When speaking, citizens must speak from the podium, address all comments to the dais, begin by stating your name and address or Single Member District number, and limit their remarks to three minutes or less.

5. **Consent Agenda**

- a. Consider approving the January 21, 2025, City Council regular meeting minutes (Heather Stastny)
- b. Consider accepting a 20' Water Utility Easement out of Lot 1N, Far West Addition and authorizing the City Manager to negotiate and execute all related documents (Sarah Torres, Kevin Pate)
- c. Consider approving a five-year lease agreement with Rebel Red's Aviation in the amount of \$26,223 per year and authorizing the City Manager to negotiate and execute all related documents (Justin Fletcher)
- d. Consider approving an increase to WU-02-24 for Water Treatment Coagulant supplied by Chameleon Industries up to \$260,000 per fiscal year and authorizing the City Manager to negotiate and execute any related documents (Shane Kelton)
- e. Consider accepting a WIC grant for a five-year term beginning October 1, 2025, and ending on September 30, 2030, including that the City provide certain services for the WIC program; authorizing the City Manager to execute a contract with the Health and Human Services Commission for the five-year term; authorizing the City Manager to execute other contracts or addendums for grant funding for the balance of the fiscal years and, all other related documents (Morgan Chegwiddden)
- f. Consider approving an agreement with the Southern Drag Boat Association (SDBA) for the annual Drag Boat Races at Lake Nasworthy for 2025 and authorizing the City Manager to negotiate and execute all related documents (Carl White)
- g. Consider approving the Fire department to apply for the FEMA Assistance to Firefighter Grant (AFG) program in the amount of \$585,458 with a cost share match of \$105,396 for the purchase of seven emergency backup generators (Patrick Brody)

- h. Consider a resolution authorizing the San Angelo Police Department to apply for the State Homeland Security Grant Program LETPA-L for installation of FLOCK Safety hardware and software (Craig Thomason)
- i. Consider a resolution authorizing the San Angelo Police Department to apply for an Office of the Governor Victim Assistance grant in the amount of \$60,000 with a 20% match requirement (Craig Thomason)
- j. Consider a resolution acknowledging a commitment to provide insurance benefits to city retirees who were hired on or before December 31, 1999 (Bryan Kendrick)
- k. Consider resolutions approving the Investment Policies for the City of San Angelo, Lake Nasworthy Trust, and Development Corporation Funds (Tina Dierschke)

6. Regular Agenda

Comments regarding items on the Regular Agenda may be made by the public when each item is discussed as outlined above. To participate, please sign in with the City Clerk prior to the beginning of the meeting. Speakers will be called in the order they signed in. Comments are limited to less than three minutes. Applicants, proponents, and appellants are exempt from the time limit above and instead must limit their remarks to less than five minutes.

- a. Consider resolutions of general support for construction of affordable housing projects as part of the 2025 annual Low Income Housing Tax Credit (LIHTC) program for:
 - 1. Concho Vista Residences - located at the corner of West 33rd St. and N. Bryant Blvd.
 - 2. The Commons at San Angelo - located at the corner of College Hills Blvd. and West 306 Loop
 - 3. The Madelyn - located at 4125 Ben Ficklin Rd. (Presentation made by Interim Neighborhood & Family Services Director Morgan Chegwidden)
- b. Consider calling and ordering the May 3, 2025 elections, authorizing the City Manager to negotiate and execute an agreement for election services and providing for the holding of a joint election to be administered by the Tom Green County Election Administration for:
 - 1. a resolution calling the General Election for Mayor, and Council Members for Single Member Districts 2, 4, and 6
 - 2. an ordinance calling for a Bond Election for improvements to the City's Coliseum (Presentation made by City Clerk Heather Stastny and Finance Director Tina Dierschke)
- c. 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 health insurance claims and an IRS payment for arbitrage (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:

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider approving various Board nominations:
 - Development Corporation:** Matt Lewis (SMD 2) to an unexpired term ending January 2026
 - Planning Commission:** Lyndon Roberts-Galindo (SMD 5) to a first term ending January 2027

Tax Increment Reinvestment Zone: Brianne Killam (SMD 1) to a first term ending July 2026, Joseph Spano (SMD 2) to a first term ending July 2026, Trey Holmes (SMD 3) as Chairman of the board for a one-year term ending January 2026

c. Announcements and consideration of Future Agenda Items

9. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at City Hall in the City of San Angelo, Texas, on the 30th day of January 2025, at 5:42 p.m.


Heather Stastny, City Clerk

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

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

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

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

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, January 21, 2025

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 8:31 a.m. on Tuesday, January 7, 2025 at the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Chaplain Prayer & Pledges

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

3. Proclamations/Recognitions

No proclamations/recognitions.

4. Public Comment

Citizen Jamal Schumpert (SMD 3) made public comment regarding trade programs, capital improvements and the Animal Shelter Task Force.

5. Consent Agenda

- a. Approval of the January 7, 2025, City Council regular meeting minutes (Heather Stastny)
- b. Approval of a sole source contract with Avolve ProjectDox for annual software maintenance in the amount of \$89,160 for integration of plan review software and authorizing the City Manager to negotiate and execute all related documents (Aaron Vannoy)
- c. Approval of Task Order #6 for Professional Services for the Hickory Groundwater Supply Development to EHT, Inc. in the amount of \$85,500 and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- d. Approval of Change Order #1, #2, and #3 to WU-04-24 Glenna, Edmund, 29th St. Utility Improvements with Darnell Construction in the amount of \$299,490, utilizing approved contingency funding and authorizing the City Manager to negotiate and execute all related documents (Shane Kelton)
- e. Approval of Task Order #1 Amendment #1 for engineering services of Johnson St. roadway and utility improvements in the amount of \$99,000 and authorizing the City Manager to negotiate and execute all related documents (Patrick Frerich)
- f. Approval of a carnival permit application from Wright's Amusements for February 3-17, 2025 at the Sunset Mall located at 4001 Sunset Dr. pursuant to City of San Angelo Code of Ordinances, Chapter 5, Article 5.08 (Heather Stastny)

- g. Approval of a contract with the San Angelo Destination Marketing Organization allocating Hotel Occupancy Tax receipts to be used for eligible activities and authorizing the City Manager to negotiate and execute all related documents (Tina Dierschke)
- h. Approval of a three-year contract with On Duty Health for annual firefighter health and fitness assessments, including labs, full physical, cardiopulmonary screening, and ultrasound enhanced cancer screening, and authorizing the City Manager to negotiate and execute all related documents (Johnny Fisher)
- i. Adoption of a resolution authorizing the San Angelo Fire Department to apply for the State Homeland Security Grant Program (Patrick Brody) (Pg. 475, 2024-100)
- j. Adoption of a resolution authorizing the San Angelo Fire Department to apply for the FY2025 Rifle-Resistant Body Armor Grant Program (Patrick Brody) (Pg. 475, 2024-100)
- k. Adoption of a resolution accepting the donation of equipment from MHMR for the San Angelo Police Department (Travis Griffith) (Pg. 475, 2024-100)
- l. Approval of policies recommended by the Public Art Commission for:
 - 1. "Artwork donation and loan policy and application" and
 - 2. "Deaccessioning policy" (Carl White) (Pg. 476, 2024-101)

Motion: Council Member Thomas made a motion, seconded by Council Member Hesse Smith, to approve the Consent Agenda as presented, with the exception of items 5k. and 5l. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

Motion: Council Member Hesse Smith made a motion, seconded by Council Member Gonzales, to approve item 5k. as presented by Police Chief Travis Griffith. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

Motion: Council Member Gonzales made a motion, seconded by Council Member Thomas, to approve item 5l. as presented by Parks and Recreation Director Carl White. The motion carried (6) ayes to (1) nay with Council Member Miller casting the dissenting vote. No public comment.

6. Regular Agenda

- a. Approval of the purchase of 805 W. Avenue N from CVI Group, LLC. & Steelcity Investment LLC., for a purchase price and closing cost not to exceed \$595,000, utilizing General Fund balance and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Parks and Recreation Director Carl White and Real Estate Manager Sarah Torres)

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

- b. Approval of the following items pertaining to the 2025 Annual Sealcoat Project:
 - 1. Entering into an Interlocal Agreement with Tom Green County and amending the fiscal year 2024-25 budget for the corresponding reimbursed expenses;
 - 2. Awarding ES-02-25, 2025 Annual Sealcoat Project to Clark Construction of Texas, Inc. in the amount of \$6,635,697.39. and authorizing the City Manager to negotiate and execute all related documents (Presentation made by Operations Director Patrick Frerich)

Citizen Jamal Schumpert (SDM 3) spoke in favor of the proposed project.

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

- c. Discussion and possible direction from Council regarding the Downtown San Angelo banner campaign with locations and artwork (Presentation by Parks & Recreation Director Carl White and Planning & Development Services Director Aaron Vannoy)

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

- d. Denial of an appeal of the Design and Historic Review Commission denial of DD24-15 for demolition of a structure located at 231 W. Beauregard (Presentation made by Planning & Development Services Director Aaron Vannoy)

Motion: Council Member Thomas made a motion, seconded by Council Member Hesse Smith, to deny the appeal and uphold DHRC's denial for demolition. The motion carried unanimously (7) ayes to (0) nays, with no public comment.

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 the Requirement that Meetings be Open under the following sections:

- a. Section 551.072 - Deliberations about real property regarding the following tracts of land:
 - 1. 202 Acres out of A-8138, S-20J, W. Johnson Survey
 - 2. 141.67 Acres out of A-4018, S-0019, WC RR CO Survey
- b. Section 551.072 - Deliberations about real property regarding property at the intersection of 47th St. and Crockett St.
- c. Section 557.071 - Consultation with attorney regarding legal issues with annexation

8. Follow Up and Administrative Issues

- a. Consideration of items discussed in Closed Session, if needed
 - i. Acceptation of an annexation petition for 1205.573 acres of land out of the following surveys and abstracts: Abstract-4018 S-0019, Survey WC RR CO being 141.67 acres; Abstract-4019 S-0021, Survey: WC RR CO being 7.9 acres; Abstract -8138 S 20 J, Survey: W Johnson being 200.11 acres; Abstract-3945 S-0001, Survey: EJ Wortham being 113 acres; Abstract-5145 S-0004, Survey: TJ Smith being 528.893 acres; Abstract-8134 S-0010, Survey: JW Johnson being 194 acres; Abstract-8134 S-0010, Survey: JW Johnson being 17 acres; and Abstract-4984 S-0002, Survey: JA Eggleston being 3 acres under the ownership of the City of San Angelo, Tom Green County, Texas, generally located south of Hwy. US 67 between Harriot Rd. and Hwy. US 277 and Hwy. US 67 interchange, and setting a public hearing on the annexation for the February 18, 2025 (Aaron Vannoy)

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

- b. Approval of various Board nominations:
 - Animal Services Advisory Committee:** Jatón Giese (SMD 5) to a first term ending January 2027
 - ~~**Tax Increment Reinvestment Zone:** Trey Holmes (SMD 3) as Chairman of the board for a one-year term ending January 2026~~
 - Planning Commission:** Liz Albert (SMD 4) to a first term ending January 2027

Motion: Council Member Hiebert made a motion, seconded by Council Member Gonzales, 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

Council Member Hiebert requested an update on the 29th St. Project.

9. Adjournment

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

There being no further business, the meeting adjourned at 10:42 a.m.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sarah Tackett, Real Estate Manager, Real Estate

Meeting Date: February 4, 2025

Item type: Consent Item

Caption:

Consider accepting a 20' Water Utility Easement out of Lot 1N, Far West Addition and authorizing the City Manager to negotiate and execute all related documents (Sarah Torres, Kevin Pate)

Staff Recommendation:

Accept

Summary/History:

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---------------------------------------|
| 1. | 20' Water Utility Easement Map | 20 foot Water Utiliyt Esmt Map.pdf |
| 2. | 20' Water Utility Easement Field Notes | 20 foot Water Utility Easement FN.pdf |

Presentation:

Sarah Tackett, Kevin Pate

Approvals/Reviews:

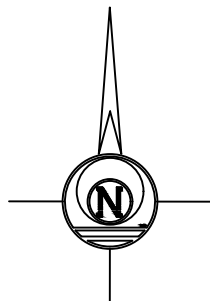
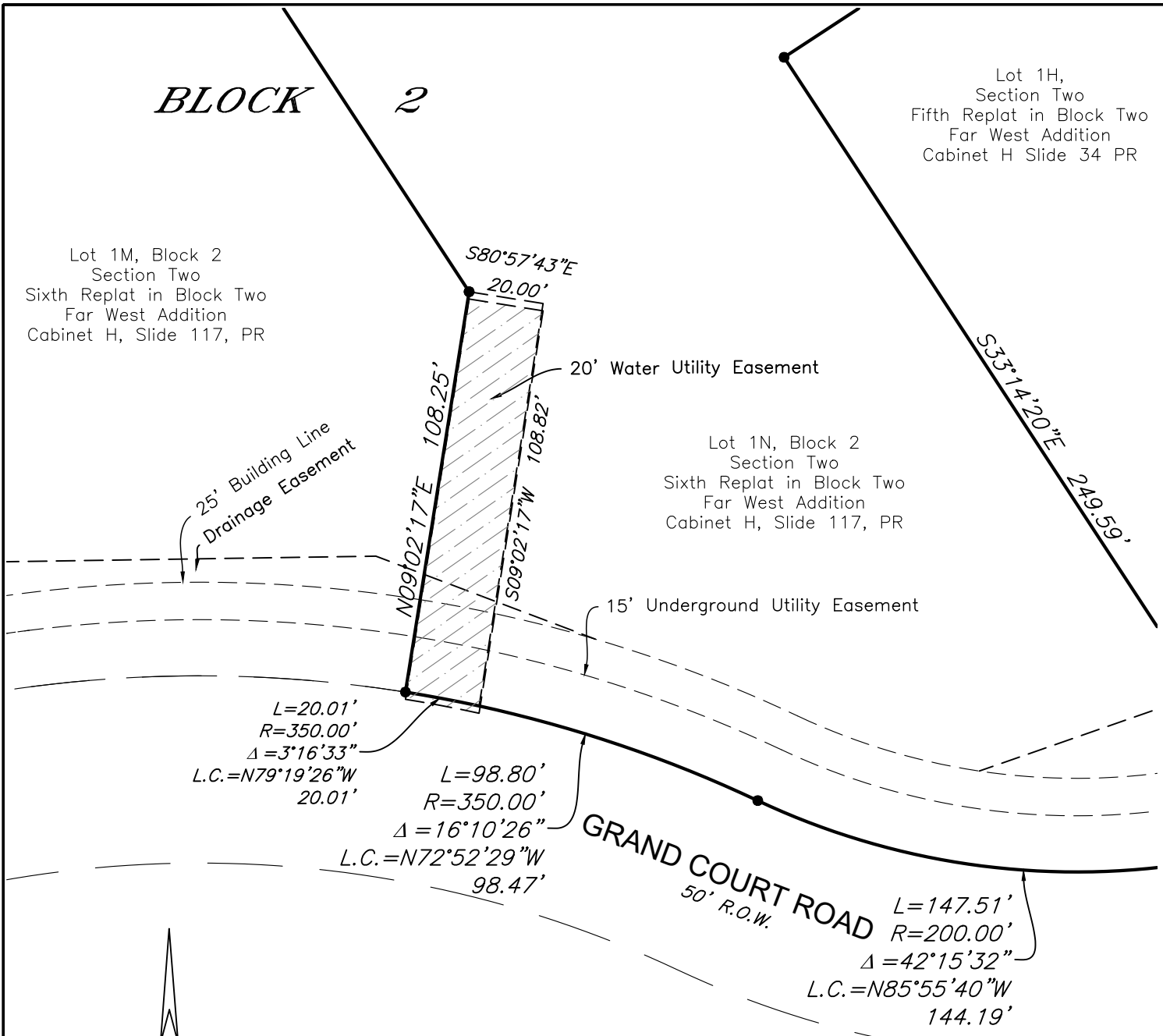
Sarah Tackett	Created/Initiated
Sarah Tackett	Approved
Kevin Pate	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

BLOCK 2

Lot 1H,
Section Two
Fifth Replat in Block Two
Far West Addition
Cabinet H Slide 34 PR

Lot 1M, Block 2
Section Two
Sixth Replat in Block Two
Far West Addition
Cabinet H, Slide 117, PR

Lot 1N, Block 2
Section Two
Sixth Replat in Block Two
Far West Addition
Cabinet H, Slide 117, PR



SCALE: 1"= 40'

0 20 40 80

GRAPHIC SCALE : FEET

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

LEGEND:

- Found $\frac{1}{2}$ " Iron Pipe or Rod

Being a 20' Water Utility Easement out of Lot 1N, Sixth Replat in Block Two, Section Two, Far West Addition, Cabinet N, Slide 117, Plat Records of Tom Green County, Texas.

See attached field notes.



Russell T. Gully

FIELD NOTES

20-Foot-Wide Water Utility Easement

January 20, 2025
24-E-0022_20FtWtrEsmt

Being an area of 2,168.76 square feet out of Lot 1N, Sixth Replat in Block Two, Section Two, Far West Addition to the City of San Angelo, Tom Green County, Texas according to the plat recorded in Cabinet H, Slide 117, Plat Records of Tom Green County, Texas and said 2,167.76 square foot Water Utility Easement being more particularly described by metes and bounds as follows:

Beginning at a ½" iron rod with cap marked "SKG ENGINEERS" found for the southwest corner of this easement and said Lot 1N and the southeast corner of Lot 1M, of said Sixth Replat, and being on the north right of way line of Grand Court Road;

Thence with the west line of this easement and said Lot 1N and the east line of said Lot 1M, **N. 09°02'17" E.** a distance of **108.25** feet to a ½" iron rod with cap marked "SKG ENGINEERS" found for the northwest corner of this easement;

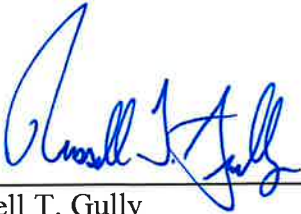
Thence with the north line of this easement and crossing said Lot 1N, **S. 80°57'43" E.** a distance of **20.00** feet to a point for an angle corner of this easement;

Thence with the east line of this easement, **S. 09°02'17" W.** a distance of **108.82** feet to a point on the south line of said Lot 1N and on the north right of way line of said Grand Court Road for the southeast corner of this easement;

Thence in a westerly direction with a non-tangent curve turning to the left, having a radius of 350.00 feet, central angle of 03°16'33", arc length of 20.01 feet, whose long chord bears **N. 79°19'26" W.** a distance of **20.01** feet to the point of beginning and containing **2168.76** square feet

Bearings recited hereon are based on the plat of record.

See Attached Plat of Survey.



Russell T. Gully
Registered Professional Land Surveyor No. 5636
SKG Engineering, LLC
Firm No. 10102400



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Justin Fletcher, Airport Director, Airport

Meeting Date: February 4, 2025

Item type: Consent Item

Caption:

Consider approving a five-year lease agreement with Rebel Red's Aviation in the amount of \$26,223 per year and authorizing the City Manager to negotiate and execute all related documents (Justin Fletcher)

Staff Recommendation:

Approve

Summary/History:

Rebel Red's Aviation is an aeronautical service provider specializing in small general aviation aircraft maintenance, avionics installation, and annual aircraft inspections. Its primary location is in Lamesa, TX; however, the company is expanding to a second location at the San Angelo Regional Airport. They have requested a lease agreement with the City of San Angelo for an 8,230 sq. ft. aircraft hangar located at 8734 Hangar Road. The hangar was previously leased by the West Texas Weather Modification Association, which subleased it to Rebel Red's Aviation. In the fall of 2024, the West Texas Weather Modification Association decided not to renew their lease, and their final payment was made on December 31, 2024.

The terms of the proposed lease agreement between Rebel Red's Aviation and the City of San Angelo include an initial five-year term with two optional extensions of three years each. This lease is expected to generate \$26,223.00 in annual rent for the San Angelo Regional Airport.

Funding Source(s):

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------------------------|-------------------------------------|
| 1. | 8734 Hangar Rd Rebel Red Lease | 8734 Hangar Rd Rebel Red Lease.docx |
|----|--------------------------------|-------------------------------------|

Presentation:

Justin Fletcher

Approvals/Reviews:

Justin Fletcher

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Final Approval

SAN ANGELO REGIONAL AIRPORT—MATHIS FIELD
AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

8734 Hangar Road

This Airport Lease and License Agreement ("Lease") is entered into between the CITY OF SAN ANGELO, a Texas home-rule municipal corporation, acting by and through its duly authorized City Manager ("Landlord" or "City"), and M&M S&S INVESTMENTS, LLC, DBA REBEL RED's AVIATION. A Texas limited liability company authorized to do business in the State of Texas, acting by and through its designated authorized representative ("Tenant").

RECITALS:

- A. Landlord is the owner and operator of the San Angelo Regional Airport-Mathis Field located at 8618 Terminal Circle, San Angelo, Texas ("Airport"); and,
- B. Tenant is an aeronautical service provider with a focus on aircraft maintenance, annual inspections, and avionics repair/installation of customer aircraft; and,
- C. Landlord and Tenant desire to enter into a lease agreement permitting Tenant to operate its business on the Leased Premises, being +/- 0.461 acres of land and including a 8,230 +/- square foot hangar building and 1000 +/- square foot storage building, commonly known by municipal address as 8734 Hangar Road, said tract of land and hangar being more particularly described on **Exhibit "A"**, attached hereto; and,
- D. For the foregoing reasons Landlord deems it advantageous to grant to Tenant a lease of the described tract of land and hangar, and license for operation of Tenant's business, and Tenant desires to lease from Landlord and operate Tenant's business, pursuant to the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms herein contained, Landlord and Tenant agree as follows:

1. **PREMISES**

- 1.1 **Adoption of Recitals.** The foregoing recitals are acknowledged by the parties to be true and correct and are adopted as part of the terms and conditions of this Lease.
- 1.2 **Supersedes Prior Agreements.** This Lease and License Agreement supersedes and replaces all prior agreements and understandings, oral or written, between Landlord and Tenant regarding the subject matter hereof.
- 1.3 **Lease of Premises.** In consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Landlord leases to Tenant, and Tenant leases from Landlord, the premises being +/-

0.461 acres of land and including a 8,230 +/- square foot hangar building and 100 +/- square foot storage building, commonly known by municipal address as 8734 Hangar Road, said tract of land and hangar being more particularly described on **Exhibit "A"**, which is attached hereto and made a part hereof for all purposes (hereinafter "Leased Premises" or "Premises").

- 1.4 No Express or Implied Warranties. TENANT HAS EXAMINED AND ACCEPTS THE LEASED PREMISES AND ANY IMPROVEMENTS AND FIXTURES ON THE LEASED PREMISES, IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION, WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND HABITABILITY. NO REPRESENTATION, STATEMENT, GUARANTY OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF LANDLORD AS TO THE CONDITION OF THE LEASED PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE LEASED PREMISES. IN NO EVENT SHALL LANDLORD BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE LEASED PREMISES OR FOR ANY LIMITATION ON THE UTILIZATION OF THE LEASED PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT NOT WITHIN THE LANDLORD'S CONTROL.

2. TERM.

- 2.1 Initial Term. This Lease is granted for an initial term of five (5) years beginning effective February 4, 2025, the "Effective Date", and terminating December 31, 2030.
- 2.2 Option to Extend Term. Tenant shall have the option to extend this Lease and License Agreement for up to two (2) three (3) year periods, under the same terms, conditions and covenants contained herein, but at rental rates to be negotiated at the time each option to extend is exercised, provided that Tenant is not then in default of any term, condition or covenant in this Lease and License Agreement, and further provided that Landlord is not prohibited from leasing said Leased Premises pursuant to any agreement with or requirement from the United States government.
- 2.3 Notice to Extend Term. Tenant shall exercise the option to extend this Lease and License Agreement by notifying Landlord of such intent in writing and delivering the written notice to Landlord as herein required at least sixty (60) days prior to expiration of the initial term or extended term.
- 2.4 Holdover. Any holding over by Tenant under this Lease and License Agreement after the expiration of the initial term or any extension thereof, shall operate and be construed only as a tenancy from month to month, terminable at the will of Landlord on thirty (30) day written notice of termination given to Tenant.

3. RENT.

- 3.1 Rent. Annual rent for Year 1 of the Initial Term shall be TWENTY-SIX THOUSAND TWO HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$26,223.00), and then beginning on the first day of Year 2, and then the first day of each year thereafter during the Initial Term, the annual rent shall automatically increase from that of the prior year by two percent (2%), by multiplying the prior year's annual rent by 1.02.
- 3.2 Time for Rent Payment. The first monthly rental payment shall be due and payable on the above stated Effective Date, and subsequent monthly rental payments shall automatically become due and payable on the 1st business day of each succeeding month thereafter, for the initial term of this Lease, or any extension thereof, or until this Lease is earlier terminated as provided for herein.
- 3.3 Place of Payment. All payments due by Tenant to Landlord under this Lease shall be made at the Airport Director's office at San Angelo Regional Airport–Mathis Field, 8618 Terminal Circle, Suite 101, San Angelo, Texas 76904, or at such other place as Landlord may from time to time designate by written notice to Tenant.
- 3.4 Delinquent Payments. Tenant shall pay to Landlord a late charge for late payments, as further specified in section 2.03.062 of the City Code of Ordinances, which shall be five dollars (\$5.00) or five percent (5%) of the sum due, whichever is greater. This provision for late charges or shall not be construed as a waiver of the right of Landlord to terminate this Lease at its option as authorized herein.

4. GRANT OF LICENSE.

- 4.1 Landlord grants Tenant a non-exclusive license, concurrent with the herein-described Lease, to engage in common with others so licensed as a multiple services aeronautical service provider which may consist solely and only for the purposes of performing repairs and modifications to customer owned aircraft, U.S. Government aircraft, and aircraft painting, sales, maintenance, avionics repair and installation, storage, modification, repair, construction and other business activities directly related thereto. If Tenant desires to sell fuel, a separate license agreement shall be negotiated and executed by Landlord and Tenant therefore. Tenant shall confine its operation under this Lease and License Agreement to the Leased Premises described at Section 1.3 "Lease of Premises", hereinabove, and **Exhibit "A"** attached, provided, however, that under exceptional circumstances, Tenant may park or store aircraft on any other part of the Airport designated by the Airport Director, except on Premises leased exclusively to another operator. It is agreed that Tenant will not park any aircraft on the ramp when such parking obstructs airline operations. Any parking of aircraft on the ramp may be changed or stopped at any time when deemed necessary by the Airport Director.
- 4.2 Tenant shall confine its operation at the Airport to its exclusive area and to those

portions of the aircraft ramp area that are designated by the Airport Director. Tenant shall not solicit sales or services for aircraft that are parked or stored in any exclusive area of another business located at the Airport.

5. UTILITIES, TAXES AND FEES.

5.1 Utilities. Tenant shall pay when due, or cause to be paid when due, all charges for water, sewer, gas, electricity, telephone, cable, internet, trash collection and disposal, fire monitoring/inspection, and any and all other utility charges, including but not limited to, all associated connection charges, capital recovery fees, utility expansion charges, tap fees, and deposits, for the Leased Premises and for conduct of Tenant's aeronautical business operations during the Term of this Lease and any extensions or holdover thereof. Landlord shall not be required to render any service of any kind to Tenant. Tenant shall be responsible for placing all utilities in its name under accounts separate from any of Landlord's utility accounts serving the Airport generally, and/or its common areas. Specifically, but without limiting the generality of the foregoing, Landlord shall not be liable for any interruption whatsoever in utility or any other services. No interruption shall (i) render Landlord liable in any respect for damages to either person or property, (ii) be construed as an eviction of Tenant, (iii) work an abatement of Rent, or (iv) relieve Tenant from fulfillment of any covenant in this Sublease.

5.2 Taxes and Assessments. It is further understood and agreed that Tenant shall pay and discharge all taxes, general and special assessments and other charges of every description which during the initial term of this Lease and any extensions or holdover thereof may be levied on or assessed against the Leased Premises, inventory, personalty and improvements thereon, whether belonging to Landlord or Tenant, or to which either of them may become liable. Tenant shall pay all such taxes, charges and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and **TENANT AGREES TO INDEMNIFY AND SAVE HARMLESS LANDLORD FROM ALL SUCH TAXES, CHARGES, PENALTIES AND ASSESSMENTS.**

5.3 Incidental Fees. Tenant shall pay or cause to be paid all incidental charges, such as permit fees, incurred in connection with its operation of Tenants aeronautical business and use of the leased Premises.

6. LAWS, REGULATIONS AND LIMITATIONS.

6.1 Observance. Tenant shall observe and obey all applicable federal, state and local laws and regulations, including all Environmental Requirements, in the operation of Tenant's aeronautical business on Airport property and in the performance of its obligations under this Lease. Tenant also agrees to observe and obey all Airport rules and regulations promulgated and enforced by the City of San Angelo and by any other governmental authority having jurisdiction over the conduct of operations at the Airport.

- 6.2 Lease Limited. It is agreed that this Lease shall be limited, notwithstanding its terms, by the provision of any existing or future agreement between Landlord and the United States government, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of federal funds for the maintenance or development of the Airport.
- 6.3 Waste Water. If Tenant's use of the Premises results in the discharge or potential discharge of waste water, Tenant shall immediately apply to the Texas Commission on Environmental Quality (TCEQ) for a waste water discharge permit. Tenant shall also advise the Airport Director of the drains or other waste water facilities Tenant intends to use in disposing of waste waters. The Airport Director may designate sewers or other facilities for Tenant to use for disposal of waste water.
- 6.4 Hazardous Material/Contaminants. Tenant agrees that Tenant will not cause or permit release, discharge or spillage by Tenant, its licensees, officers, agents, employees, sublessees, business invitees or guests of any hazardous material or contaminants, either intentionally or accidentally, by act or omission, onto Leased Premises or Airport property. If any such release, discharge, or spillage does occur, Tenant shall immediately notify the Airport Director and the TCEQ, promptly followed by written documentation of the notice and shall, at Tenant's expense, comply with all removal, cleanup and remedial directives or requirements issued. As between Landlord and Tenant, Tenant shall be solely liable for remedial costs and damages relating to any release, discharge or spillage of hazardous substances or contaminants as a result of the operation of Tenant's aeronautical business.

TENANT WARRANTS THAT TENANT HAS INSPECTED THE LEASED PREMISES TO ITS SATISFACTION AND THAT TENANT IS SATISFIED THAT AT COMMENCEMENT OF THE TERM OF THIS LEASE AND LICENSE AGREEMENT, THERE WERE NO AND ARE NOW NO HAZARDOUS WASTES OR CONTAMINANTS LOCATED THEREON. TENANT UNDERSTANDS THAT TENANT SHALL REMOVE, AT TENANT'S EXPENSE, ANY HAZARDOUS WASTE OR CONTAMINANT FROM LEASED PREMISES BEFORE TERMINATION OR ABANDONMENT OF THIS LEASE AND BE RESPONSIBLE FOR PERFORMANCE OF REMEDIATION REQUIRED, IF ANY, AND RELATED COSTS.

- 6.5 Easements. It is understood and agreed that this Lease is made subject and subordinate to the terms of any oil, gas and other mineral lease and right-of-way easements of any nature which may have been executed prior to this Lease or which may be executed hereafter by Landlord, in Landlord's sole discretion. If, however, any exploration or production occurs that materially interferes with the conduct of Tenant's business at the Leased Premises, Tenant may terminate this Lease by delivering written notice to Landlord as herein provided.

- 6.6 Non-discrimination. The Tenant for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction or use of any improvements on, over or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, national origin or sex.

In the event of breach of any of the preceding nondiscrimination covenant, Landlord shall have the right to declare Tenant to be in breach of this Lease agreement, to terminate this Lease, and to reenter and repossess said Leased Premises.

- 6.7 Compliance with ADA. Tenant agrees to comply fully with the provisions of the Americans with Disabilities Act.
- 6.8 Compliance with the Department of Homeland Security. Tenant agrees to comply fully with the guidelines set forth in 49 CFR Part-1542 Airport Security in all pertinent parts as directed either by representatives of the federal government or the Airport Director or his designee.
- 6.9 Relationships. Tenant, its agents, servants and employees agree to maintain a friendly and cooperative, though competitive, relationship with other companies engaged in similar or like business on Airport Premises. Except in connection with judicial proceedings, Tenant shall not engage in open public disputes, disagreements, or conflicts regarding activities at the Airport which would tend to deteriorate the quality of the service of Tenant or its competitors or which would be incompatible with the best interest of the public at the Airport.

7. CONDITION AND USE OF LEASED PREMISES.

- 7.1 Acceptance and Use. Landlord and Tenant agree that the Leased Premises will be used solely for the limited purposes permitted under the License granted hereunder at part 4 "Grant of License".
- 7.2 Standards. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to maintain standards relative to maximum heights for buildings or other structures and set-back building lines in relation to the runways, taxiways, navigational airspace, parking aprons, or other facility conditions, which would limit or impair the usefulness of the Airport Master Plan or constitute a hazard to aircraft.
- 7.3 Improvements and Modifications. Tenant shall not alter or improve the Leased Premises in any respect without Landlord's prior written consent. Any such

alteration or improvement to which Landlord consents must fully comply with all laws, rules, regulations, codes, standards, and policies (including, without limitation, local regulations, codes and ordinances) of any governmental authority with jurisdiction over the Airport (including, without limitation, the City of San Angelo, Texas).

- 7.4 Ingress and Egress. Tenant and its employees, patrons, guests, invitees, contractors and subcontractors, shall have the right of ingress to and egress from the Leased Premises and the right, in common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, navigational facilities, roadways, parking areas, subject to federal, state, City and Airport rules and regulations.
- 7.5 Storage and Parking. Outside storage of any property including, but not limited to, equipment, parts, accessories, vehicles (whether operable, abandoned or inoperable), is expressly prohibited. Other uses, including temporary parking of motor vehicles incident to Tenant's operation, unless specifically approved herein, shall be upon the Leased Premises only. Tenant shall not use or permit employees, patrons, invitees or guests to use Airport property in a manner contrary to the rules and regulations of the Airport.
- 7.6 Aircraft and Vehicle Identification. Tenant agrees to register all aircraft and vehicles to be used in its business on the Airport property, with the Airport Director.
- 7.7 Noise Abatement. Tenant shall actively participate in and comply with all noise abatement procedures, policies and programs as set forth by Landlord.

8. REPAIRS AND MAINTENANCE.

8.1 Tenant's Duties.

- 8.1.1 Except for the maintenance obligations that Landlord undertakes below, Tenant shall be responsible for the repair and maintenance of the hangar building, paving, equipment and improvements that are presently located or to be constructed on the Leased Premises. In the event Tenant shall fail to repair or maintain such improvements as herein required, as determined in the sole discretion of Landlord, then the Landlord, after notice to Tenant of the default and providing time to comply as herein provided, shall have the power and express authority to cause or require the labor and materials to be expended that are reasonably necessary to accomplish the required maintenance, and Tenant expressly agrees that the reasonable cost of any such labor and materials shall be deemed additional rent, becoming past due thirty (30) days from the date on which any such maintenance work is completed and notice of the amount due is given to Tenant.
- 8.1.2 Tenant agrees to keep and maintain the Leased Premises in a neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk,

and shall keep said Leased Premises cleared of all objectionable matter. In the event Tenant shall fail to keep and maintain the Leased Premises as herein required, as determined in the sole discretion of Landlord, then the Landlord, after notice to Tenant of the default and providing time to comply as herein provided, shall have the power and express authority to cause or require the labor and materials to be expended that are reasonably necessary to accomplish the required maintenance, and Tenant expressly agrees that the reasonable cost of any such labor and materials shall be deemed additional rent, becoming past due thirty (30) days from the date on which any such maintenance work is completed and notice of the amount due is given to Tenant.

8.2 Landlord's Duties.

8.2.1 Landlord shall maintain in good condition the structural parts of the hangar building and other improvements housing the Leased Premises including, without limitation, the roof, foundation, bearing and exterior walls, as well as the parking lot, drives, and sidewalks directly adjacent to the Leased Premises. Notwithstanding the foregoing, Landlord's maintenance obligation shall exclude windows, window glass, plate glass, doors, pest control and extermination.

8.2.2 Landlord shall maintain the common areas of the Airport facilities.

8.2.3 Landlord shall maintain and operate the Airport in compliance with the safety and security regulations established by the Federal Aviation Administration and other appropriate regulatory authorities.

8.2.4 Landlord shall maintain and operate the Airport with adequate and efficient personnel, keep in good repair the airport appurtenances and facilities, and keep access ways and approaches reasonably free from obstruction, congestion and interference.

8.2.5 If any such maintenance or repairs are necessitated solely by the acts of Tenant or its employees, agents, contractors, sub-contractors, licensees, invitees or guests, Tenant shall reimburse Landlord for the reasonable cost thereof, as additional rent, to be paid within thirty (30) days after notice of such cost is given to Tenant as herein provided.

8.3 Force Majeure/National Emergency. Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which such party is not responsible or which is not in its power to control. During a time of war or national emergency, City reserves the right to

alter, amend or suspend this Lease upon demand of military, naval or other proper authorities of the United States government or the State of Texas.

8.4 Damage or Destruction of Leased Premises.

8.4.1 If the Leased Premises are partially damaged by fire, explosion, the elements, public enemy, or other casualty, but the hangar building located on the Premises is not rendered untenable in whole or in part, the same will be repaired with due diligence by Landlord at its own cost and expense.

8.4.2 If the damage shall be so extensive as to render the hangar building located on the Premises untenable in whole or in part, but capable of being repaired in one hundred and twenty (120) days, the same shall be repaired with due diligence by Landlord at its own cost and expense, and the rent payable herein shall be abated in proportion to the diminished utility of the Premises in the conduct of Tenant's business from the time the damage occurs until such time as the Premises are fully restored.

8.4.3 In the event Premises are completely destroyed by fire, explosion, the elements, public enemy or other casualty, or so damaged that they will remain untenable, in whole or in part, for more than one hundred and twenty (120) days, in Landlord's estimation, either party may terminate this Lease by delivering written notice to the other within thirty (30) days after the delivery of Landlord's restoration estimate.

8.5 Right of Inspection. Landlord reserves the right to conduct inspections, at reasonable times, of the Premises, including hangar building, to ensure that fire, safety, and sanitation regulations and other provisions contained in this Lease are being adhered to by the Tenant. Landlord or its designee may enter Leased Premises and Hangar at any time upon reasonable notice to Tenant, for any purpose necessary, incidental to, or connected with the exercise of its duties and obligations as Landlord and the Airport Owner, including, but not limited to the following: fire protection, security purposes, repairs, additions, alterations, or inspections for compliance with applicable law, regulation, or lease compliance.

9. INSURANCE.

9.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Tenant for the purpose of complying with this Lease.

9.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

9.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Tenant, with City, its council members, board and commission

members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

9.1.3 Waiver of Subrogation. Tenant shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees. Landlord shall waive all claims against Tenant for damages covered normally by Fire and Casualty damage insurance with standard extended coverage.

9.1.4 Certificates of Insurance. At or before the time of execution of this Lease, Tenant shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Tenant and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 72 West College, San Angelo, Texas 76903.

9.1.5 Tenant's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease. Tenant's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Leased Premises. Failure of Tenant to maintain adequate coverage shall not relieve Tenant of any contractual responsibility or obligation.

9.1.6 Sub lessees' Insurance. Tenant shall cause each Sub lessee of Tenant to purchase and maintain insurance of the types and in the amounts specified below. Tenant shall require Sub lessees to furnish copies of certificates of insurance to Landlord's Risk Management Department evidencing coverage for each Sub lessee.

9.2 Types and Amounts of Insurance Required. Tenant shall obtain and continuously maintain in effect at all times during the term hereof, at Tenant's sole expense, insurance coverages on a primary basis, non-contributory with any other insurance coverage, as follows with limits not less than those set forth below:

- 9.2.1 Commercial General Liability (CGL) or equivalent Aviation Liability. This policy shall be an occurrence-type policy and shall protect the Tenant and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Tenant's employees) and damage to property of the City or others arising out of the act or omission of the Tenant or its agents and employees. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under the Lease or liability arising from pollution, explosion, collapse, underground property damage, or damage to the Leased Premises or improvements. This policy shall also include protection against claims for the contractual liability assumed by Tenant under the parts of this Lease entitled "Indemnification" and "Environmental Indemnification", including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall not be less than:

\$ 2,000,000.00	General Aggregate
\$ 1,000,000.00	Products- Completed Operations Aggregate
\$ 1,000,000.00	Personal & Advertising Injury
\$ 1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

- 9.2.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Tenant and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the Leased Premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

\$ 1,000,000.00	Combined Single Limit
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- 9.2.3 Workers' Compensation and Employer's Liability. If Tenant hires any employees, Tenant shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Tenant against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 500,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

\$ 500,000.00

Employer's Liability, Disease – Each Employee

If Tenant uses contract labor, Tenant shall require its contractor to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

- 9.2.4 Environmental Liability. This insurance shall be maintained in force for the full period of this Contract and cover losses caused by pollution conditions including, but not limited to, any spill, underground pollution or any other environmental impairment. It shall apply to bodily injury; (including death) property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including, but not limited to, any costs required under CERCLA; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If coverage is written on a claims made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the Contract has expired. Coverage shall not be less than:

\$1,000,000.00

per loss

\$1,000,000.00

Annual aggregate

10. INDEMNIFICATION.

- 10.1 **GENERAL INDEMNIFICATION. TENANT AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF TENANT OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF TENANT, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF TENANT AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS LEASE OR SUSTAINED IN OR UPON THE LEASED PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY TENANT HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS LEASE AS LONG AS ANY**

LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE TENANT TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10.2 ENVIRONMENTAL.

10.2.1 Definitions.

- (a) Hazardous Material. Hazardous Material means any substance:
- (i) the presence of which requires investigation, notice or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
 - (ii) which is or becomes defined as a "hazardous material," "hazardous waste," "hazardous substance," "regulated substance," "pollutant" or "contaminant" under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. (S)9601 et seq.), Toxic Substances Control Act (15 U.S.C. (S)2601 et seq.), and/or the Resource Conservation and Recovery Act (42 U.S.C. (S)6901 et seq.); or
 - (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, or of the State in which the Leased Premises are located or any political subdivision thereof; or
 - (iv) the presence of which on the Leased Premises causes or threatens to cause a nuisance upon the Leased Premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Leased Premises; or
 - (v) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or
 - (vi) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or

(viii) radon gas.

(b) Environmental Requirements. Environmental Requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

(i) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

(ii) All requirements pertaining to the protection of the health and safety of employees or the public.

(c) Environmental Damages. Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or not matured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' and witnesses' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, beneath the Leased Premises or migrating or threatening to migrate to or from the Leased Premises, or the existence of a violation of Environmental Requirements pertaining to the Leased Premises, including without limitation:

(i) Damages for personal injury, or injury to property or natural resources occurring upon or off of the Leased Premises, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties including but

not limited to claims brought by or on behalf of employees of Tenant;

(ii) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision or court, or reasonably necessary to make full economic use of the Leased Premises and any other property in a manner consistent with its current use or otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder;

(iii) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced herein; and

(iv) Diminution in the value of the Leased Premises and adjoining property, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Leased Premises and adjoining property.

10.2.2 Tenant's Obligation to Remediate. Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this agreement, Tenant shall, upon demand of Landlord, and at its sole cost and expense, promptly take all reasonable and necessary actions to remediate the Leased Premises which are reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Leased Premises, or are required by Environmental Requirements, which remediation is necessitated by the (1) introduction of a Hazardous Material upon, about or beneath the Leased Premises, except as otherwise permitted in the use provisions hereof, or (2) a violation of Environmental Requirements, either of which is caused by the actions of Tenant, its employees, agents, contractors, subcontractors, guests, invitees or licensees. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Leased Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or restoration work, whether on or off of the Leased Premises. Tenant shall take all actions necessary to restore the Leased Premises in accordance with applicable environmental regulations to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Leased Premises, notwithstanding any lesser standard of remediation allowable under applicable law

or governmental policies. All such work shall be performed by one or more contractors, selected by Tenant and approved in advance and in writing by Landlord. Tenant shall proceed continuously and diligently with such investigatory and remedial actions, provided that in all cases such actions shall be in accordance with all applicable requirements of governmental entities. Any such actions shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business conducted at the Airport. Tenant shall pay all costs in connection with such investigatory and remedial activities, including but not limited to all power and utility costs, and any and all taxes or fees that may be applicable to such activities. Tenant shall promptly provide to Landlord copies of testing results and reports that are generated in connection with the above activities, and copies of any correspondence with any governmental entity related to such activities. Promptly upon completion of such investigation and remediation, Tenant shall permanently seal or cap all monitoring wells and test holes to industrial standards in compliance with applicable federal, state and local laws and regulations, remove all associated equipment, and restore the Leased Premises to the maximum extent possible, which shall include, without limitation, the repair of any surface damage, including paving, caused by such investigation or remediation hereunder. Provided, however, that Tenant shall not be obligated to remediate environmental damages which result from seepage of Hazardous Materials onto the Leased Premises from adjacent property unless the presence on the adjacent property was caused by Tenant or its employees, agents, contractors, subcontractors, guests, invitees or licensees.

10.2.3 Notification. If Tenant shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of Tenant for Environmental Damages in connection with the Leased Premises or past or present activities of any person thereon, or that any representation set forth in this agreement is not or is no longer accurate, including but not limited to notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction, relating thereto, then Tenant shall deliver to Landlord, within ten days of the receipt of such notice or communication by Landlord, a written description of such violation, liability, correcting information, or actual or threatened event or condition, together with copies of any such notice or communication. Receipt of such notice shall not be deemed to create any obligation on the part of Landlord to defend or otherwise respond to any such notification or communication.

10.2.4 Negative Covenants.

- (a) No Hazardous Material on Leased Premises. Except in strict compliance with all Environmental Requirements, and except as otherwise permitted in the use provisions hereof, Tenant shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored,

disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Leased Premises by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees, or any other person. Tenant shall deliver to Landlord copies of all documents which Tenant provides to any governmental body in connection with compliance with Environmental Requirements with respect to the Leased Premises, such delivery to be contemporaneous with provision of the documents to the governmental agency.

(b) No Violations of Environmental Requirements. Tenant shall not cause, permit or suffer the existence or the commission by Tenant, its agents, employees, contractors, subcontractors or guests, licensees or invitees, or by any other person a violation of any Environmental Requirements upon, about or beneath the Leased Premises or any portion thereof.

(c) No Environmental or Other Liens. Tenant shall not create or suffer or permit to exist with respect to the Leased Premises, any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(l)) or any similar state statute to the extent that such lien arises out of the actions of Tenant, its agents, employees, contractors, subcontractors or guests, licensees or invitees.

10.2.5 Landlord's Right to Inspect and to Audit Tenant's Records. Landlord shall have the right in its sole and absolute discretion, but not the duty, to enter and conduct an inspection of the Leased Premises and to inspect and audit Tenant's records concerning Hazardous Materials at any reasonable time to determine whether Tenant is complying with the terms of the Lease, including but not limited to the compliance of the Leased Premises and the activities thereon with Environmental Requirements and the existence of Environmental Damages as a result of the condition of the Leased Premises or surrounding properties and activities thereon. If Landlord has reasonable cause to believe Tenant is in default with respect to any of the provisions of this Lease related to Hazardous Materials, Environmental Requirements or Environmental Damages, then Landlord shall have the right, but not the duty, to retain at the sole expense of Tenant an independent professional consultant to enter the Leased Premises to conduct such an inspection and to inspect and audit any public records or reports prepared by or for Tenant concerning such compliance. Tenant hereby grants to Landlord the right to enter the Leased Premises and to perform such tests on the Leased Premises as are reasonably necessary in the opinion of Landlord to assist in such audits and investigations. Landlord shall use reasonable efforts to minimize interference with the business of Tenant by such tests inspections and audits, but Landlord shall not be liable for any interference caused thereby.

10.2.6 Landlord's Right to Remediate. Should Tenant fail to perform or observe any of its obligations or agreements pertaining to Hazardous Materials or Environmental Requirements, then Landlord shall have the right, but not the duty, without limitation upon any of the rights of Landlord pursuant to this agreement, to enter the Leased Premises personally or through its agents, consultants or contractors and perform the same. TENANT AGREES TO INDEMNIFY LANDLORD FOR THE COSTS THEREOF AND LIABILITIES THERE FROM AS SET FORTH IN THIS LEASE.

10.2.7 Landlord's Obligation to Remediate. Landlord agrees to remediate all Environmental Damages (1) caused by Landlord, its agents, employees, contractors, subcontractors, guests, licensees or invitees, or (2) not so caused but arising prior to the earlier of the Effective Date hereof or Tenant's actual occupying of the Leased Premises and not caused by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees.

10.2.8 Landlord's Responsibility for Environmental Matters. Landlord, its successors, assigns and guarantors, shall be responsible for remediation of Environmental Damages arising from activities of Landlord or its employees, agents, contractors, subcontractors or guests, licensees, invitees; or which occurred prior to the Commencement Date (and were not caused by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees which (1) result in the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises, or (2) result in the violation of any Environmental Requirements pertaining to the Premises and the activities thereon.

10.2.9 Survival of Environmental Obligations. The obligations of Landlord and Tenant as set forth in this Part 10 and all of its subparagraphs shall survive termination of this Lease.

10.2.10 ENVIRONMENTAL INDEMNIFICATION. TENANT AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD CITY AND ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR PRIVATE INDIVIDUALS OR ENTITIES IN CONNECTION WITH ENVIRONMENTAL DAMAGES OCCURRING ON OR OFF THE LEASED PREMISES OR AIRPORT PROPERTY, INCLUDING THE EXPENSE OF THE REMEDIATION THEREOF, RESULTING FROM OR ARISING OUT OF ACTS OR OMISSIONS OF TENANT OR TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, GUESTS, LICENSEES OR INVITEES. TENANT SPECIFICALLY AGREES TO INDEMNIFY, DEFEND, REIMBURSE AND HOLD HARMLESS CITY AGAINST ALL CLAIMS, DAMAGES AND LIABILITIES OF WHATEVER

NATURE ASSERTED UNDER CERCLA. TENANT SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF TENANT OR ANY PERSON ACTING ON BEHALF OF TENANT REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. LANDLORD SHALL BE RESPONSIBLE AND LIABLE FOR ANY SPILL, UNDERGROUND POLLUTION OR ANY OTHER ENVIRONMENTAL IMPAIRMENT INCIDENT CAUSED BY ACTS OR OMISSIONS OF LANDLORD REGARDLESS OF WHEN SUCH INCIDENT IS DISCOVERED. IT IS THE INTENT OF THE PARTIES THAT THIS SECTION SHALL IN NO WAY LIMIT OTHER COVERAGE HEREIN AS IT MAY RELATE TO ANY ENVIRONMENTAL CLAIM, DAMAGE, LOSS OR LIABILITY OF ANY KIND.

- 10.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS LEASE SHALL SURVIVE THE EXPIRATION OF THIS LEASE AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS LEASE BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF TENANT IN PERFORMING UNDER THIS LEASE.
- 10.4 RETROACTIVE APPLICATION. THE INDEMNITY PROVIDED FOR IN THIS LEASE SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TERM OF THIS LEASE BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS AGREEMENTS BETWEEN CITY AND TENANT
- 10.5 APPLICATION TO SURROUNDING PROPERTY. THE INDEMNIFICATION PROVISIONS OF THIS LEASE EXTEND TO CLAIMS AND ASSESSMENTS RELATING TO RUNOFF, LEACHATE, OR OTHER INFILTRATION THAT MAY OCCUR OR HAS OCCURRED AT OR NEAR THE SITE OF LANDFILLS, TRANSFER STATIONS, OR OTHER SOLID WASTE FACILITIES AND SURROUNDING AREAS AND FOR WHICH LIABILITY IS ASSERTED TO HAVE EXISTED FROM OPERATION OF THE LEASED PREMISES BY TENANT.

11. TERMINATION OF LEASE.

- 11.1 Violation of Law. A finding that Tenant is in violation of any applicable law or regulation by a trial court or state or federal regulatory agency having jurisdiction is a material breach of this Lease for which Landlord may terminate the Lease or elect such other remedy as Landlord may be entitled to hereunder, at law or in equity.

- 11.2 Abandonment or Default. In the event Tenant shall (1) abandon the Leased Premises or (2) default in performance of any of the covenants and conditions required herein to be kept and performed by Tenant, and such default continues for a period of thirty (30) days, Landlord shall have the right to terminate this Lease. Likewise, if Landlord shall default in the performance of any of the covenants and conditions required herein to be kept and performed by Landlord, and such default continues for a period of thirty (30) days, Tenant shall have the right to terminate this Lease. Landlord or Tenant shall give thirty (30) days written notice of its intention to terminate the Lease and either party will have such thirty (30) days within which to cure such default and thereby avoid termination. Notice shall be sufficient if given in accordance with the notice provision in this Lease and delivered to either party at the address specified in this Lease or at such other address as has been designated in writing. Upon Landlord's or Tenant's election to terminate, this Lease shall cease.
- 11.3 Bankruptcy or Insolvency. In the event Tenant: (1) files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or takes the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or proceedings are taken by Tenant under any relevant Bankruptcy Act in force in any jurisdiction available to Tenant, or Tenant seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises, or makes any general assignment for the benefit of creditors, or (2) a petition is filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation, and shall remain not dismissed for an aggregate of one hundred twenty (120) days, or if any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises is appointed without the consent or acquiescence of Tenant and such appointment remains un-vacated for an aggregate of twenty (20) days; then either such event shall constitute a default by Tenant and Landlord shall have the right to immediately terminate this Lease on written notice to Tenant, without further opportunity to cure.
- 11.4 Re-entry By Landlord. In the event Landlord elects to re-enter or take possession of the Leased Premises, Tenant shall quit and peaceably surrender the Leased Premises to Landlord, and Landlord may enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and may have, hold and enjoy the Leased Premises and the right to receive all rental income of and from the same. Upon termination of this Lease, Landlord may re-enter and take immediate possession of the Leased Premises and remove Tenant's effects, property and improvements, with or without process of law, without being deemed guilty of trespassing. Any property, effects or improvements left by Tenant and not removed

from the Leased Premises or retrieved within thirty (30) days of termination of this Lease, shall be deemed abandoned by Tenant and subject to disposal at the discretion of Landlord. Tenant shall reimburse Landlord for any storage or disposal fees incurred by Landlord in storing of or disposal of property of Tenant. Landlord shall not be liable for damages by reason of re-entry or the storage or disposal of Tenant's property, and Tenant hereby waives any claim for such damages.

- 11.5 Possession. Tenant agrees at the termination of this Lease to deliver possession of the Leased Premises peacefully to the Landlord or its agents or employees; and if it fails to give peaceful possession thereof, Landlord may take forceful possession of the Leased Premises and eject all parties there from without being guilty of trespass; and all resulting damages are hereby waived by Tenant.
- 11.6 Attorneys' Fees and Expenses. In the event of the breach of any of the covenants, conditions or obligations contained herein by the Tenant, or if it becomes necessary for the Landlord to employ attorneys to enforce its rights accruing as a result of such default, Tenant agrees to pay Landlord reasonable attorneys' fees and all costs of court and expenses incurred as a result of such default.
- 11.7 Other Remedies. Any termination of this Lease arising from Tenant's default shall not relieve Tenant from the payment of any sum or sums that are due and payable to Landlord under this Lease, or any claim for damages then or thereafter accruing against Tenant under this Lease. Any such termination shall not prevent Landlord from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law or from recovering damages from Tenant for any default under this Lease. All rights, options, and remedies of Landlord contained in this Lease or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver by Landlord of a breach of any of the covenants, conditions, or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained in this Lease.
- 11.8 Removal of Improvements. All equipment, machinery, and trade fixtures installed on the Leased Premises by Tenant shall remain the property of Tenant and shall be removed within thirty (30) days after the termination of this Lease, provided Tenant is not then in default in the performance of any of its obligations or covenants herein contained, and provided further that any damage to the realty or structure upon which such items are situated or installed from their removal is fully repaired by Tenant at time of removal. No equipment, machinery, or trade fixtures installed on the Leased Premises by Tenant shall be removed by Tenant until all rentals due Landlord by Tenant shall have been paid in full. Notwithstanding the foregoing, all property remaining on the Leased Premises after the expiration of thirty (30) days following the termination of this Lease, however terminated, shall be deemed abandoned by Tenant and shall, in the sole discretion of Landlord to accept such property, become the property of Landlord.

12. WARRANTY OF TITLE AND QUIET ENJOYMENT.

- 12.1 Landlord covenants that Landlord has the right to lease the Leased Premises in the manner described herein and that Tenant shall peaceably and quietly have, hold, occupy, and enjoy the Leased Premises during the term of the lease subject to the terms and conditions hereof.

13. MISCELLANEOUS.

- 13.1 Relationship of Landlord and Tenant. The relationship between Landlord and Tenant at all times shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.
- 13.2 Parties Bound. This agreement shall be binding upon and inure to the benefit of the parties of this Lease and their respective successors and permitted assigns.
- 13.3 Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provision of this Lease.
- 13.4 Assignment. Except as otherwise provided herein, Tenant shall not transfer, assign, sublet, encumber or pledge the Lease or License, in whole or in part, without first securing the prior written consent of Landlord, which consent may be withheld in the sole discretion of Landlord.
- 13.5 Texas Law to Apply. The parties hereby agree that Texas law will control the interpretation or enforcement of this Lease. This Lease has been executed in Texas, and all obligations hereunder are performable in Tom Green County, Texas, where venue for the resolution of any dispute between the parties relating to this Lease shall lie.
- 13.6 Invalid or Illegal Provisions. If any one or more provisions of this Lease are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal or unenforceable provision.
- 13.7 No Waiver of Breach. No assent, or waiver expressed or implied, or failure to enforce, as to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or additional breach.
- 13.8 Notices. Any formal notice required or permitted under this Lease shall be deemed sufficiently given if it is in writing and personally delivered or sent by overnight express delivery service or deposited in the United States mail, postage prepaid and sent by registered or certified mail (return receipt requested) to the party to whom

said notice is to be given. Notices delivered in person, or by overnight express delivery service, shall be deemed to be served effective as of the date the notice is delivered. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served on the third day after the date said notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, the addresses of the parties shall be as follows:

LANDLORD: CITY OF SAN ANGELO

San Angelo Regional Airport–Mathis Field
Attn: Airport Director
8618 Terminal Circle, Ste. 101
San Angelo, Texas 76904

TENANT: M&M S&S Investments. LLC, dba Rebel Red's Aviation

Attn: Colby Latimer
1744 CR N
Lamesa, Texas 79331
(903) 748-7282
c.latimer@rebelredsaviation.com

- 13.9 Inurements. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant and their respective successors and permitted assigns. This Lease shall be signed by the parties in duplicate, each of which shall be a complete and effective original lease and license agreement.
- 13.10 Survival of Claims. The provisions of the Lease relating to indemnification from one party hereto to the other party or relating to environmental remediation compliance shall survive termination or expiration of this Lease. Additionally, any provisions of this Lease which may require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.
- 13.11 Remedies. Any termination of this Lease shall not relieve either party from the payment of any sum or sums that are due and payable under this Lease or any claim for damages then or thereafter accruing under this Lease. Any such termination shall not prevent either party from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for under the terms hereof, or by law, or from recovering damages under this Lease. All rights, options, and remedies of either party contained in this Lease or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and either party shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of breach of any of the covenants, conditions, or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained in this Lease.

13.12 Entire Agreement/Amendments. This lease and license agreement constitutes the entire agreement between the parties; and Landlord is not bound by any agreement, condition or stipulation, understanding or representation made by any of Landlord's officers, agents or employees not contained herein. No amendment to this Lease shall be effective unless such is in writing and signed by both parties.

EXECUTED this ____ day of February, 2025.

LANDLORD: CITY OF SAN ANGELO

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Heather Stastny, City Clerk

**TENANT: M&M S&S INVESTMENTS, LLC,
DBA REBEL RED'S AVIATION**

By: _____
Colby Latimer, Managing Member

APPROVED AS TO CONTENT:

Justin Fletcher, Airport Director

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

APPROVED FOR INSURANCE:

Kimberly Holle, Risk Management

EXHIBIT "A"

WILSON LAND SURVEYING, INC.
LICENSED STATE & REGISTERED PROFESSIONAL LAND SURVEYORS
PHONE 325/653-3916 • FAX 325/655-1695
P.O. BOX 3226-ETP 76901
1514 W. BEAUREGARD AVE.
SAN ANGELO, TEXAS 76901

MR. C. WILSON, JR.
R.P.S.S., L.S.L.S.
(5522-2005)

THOMAS J. HOUSTON
R.P.S.S., L.S.L.S.
L.S.S.

San Angelo Regional Airport
West Texas Lease

Being 0.461 Acre (approximately 20,081 square feet) of land out of Washington County School Land Survey 106, Abstract 3943, Tom Green County, Texas and being part of that "708.05 Ac." tract described in deed from Washington County, Texas to The City of San Angelo dated April 16, 1990 and recorded in Volume 194 at page 400 of the Official Public Records of Real Property of Tom Green County, Texas. Said 0.461 acre being described by metes and bounds as follows:

Beginning at a iron rod with cap marked "SKG Engineers" found for the SW corner of this tract from which a point for the NW corner said "708.05 Ac" tract bears N.53°49'53"W. 600.91 feet.

Thence N.7°33'54"E. 135.07 feet to a found iron rod with cap marked "SKG Engineers" for the NW corner of this tract.

Thence S.82°27'13"E. 133.94 feet to a found iron rod with cap marked "SKG Engineers" for the NE corner of this tract

Thence S.4°35'06"W. 54.13 feet to the corner of a building.

Thence S.7°20'56"W. 80.43 feet to a point for a SE corner of this tract.

Thence N.82°41'56"W. 4.76 feet to a point for corner.

Thence S.7°18'04"W. 28.55 feet to a 3/8" spike set for corner.

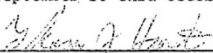
Thence N.82°51'28"W. 59.86 feet to a 3/8" spike set for corner.

Thence N.7°18'04"E. 28.72 feet to a point for corner.

Thence N.82°41'56"W. 72.44 feet the place of beginning and containing 0.461 acre of land.

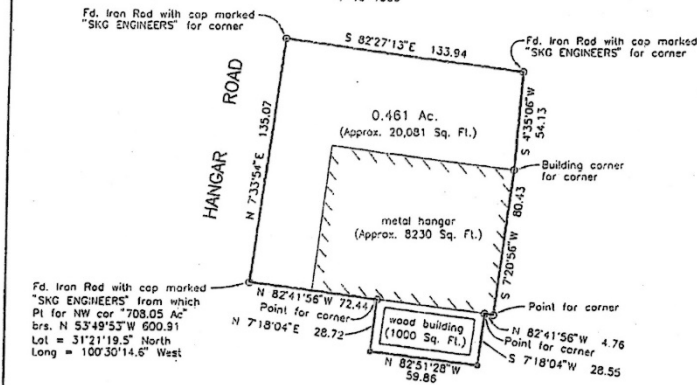
NOTE: Courses and distances recited herein are of the Texas Coordinate System of 1927 - Central Zone.

Surveyed on the ground September 26 thru October 11, 2007.


Thomas J. Houston
Registered Professional Land Surveyor No. 4261

Also see accompanying plat (MATHWEST.DWG)

D:\WP51\WORK\SAN ANGELO AIRPORT LEASE



106
WASHINGTON COUNTY SCHOOL LAND
ASST. 3943



- = Set 5/8" IR with cap marked
"RPLS 4261" unless otherwise noted
○ = Set 3/8" spike

NOTES

Courses and distances shown hereon
are of the Texas Coordinate System
of 1927—Central Zone.

Course reference is the north line of West Texas lease.

The lease tract shown hereon was surveyed based upon on-site instructions by City of San Angelo personnel. The existence or location of current leases or other matters of record were not researched for the purpose of this survey.

Buildings and other improvements shown hereon are shown for pictorial purposes only and do not represent all improvements that exist.

PLAT SHOWING
WEST TEXAS LEASE
AT
SAN ANGELO REGIONAL AIRPORT
TOM GREEN COUNTY, TEXAS

Surveyed on the ground September 26 thru
October 11, 2007.

Thomas J. Houston
Registered Professional Land Surveyor No. 4261

OFFICE OF
WILSON LAND SURVEYING, INC.

P. O. BOX 1326 PH. 325-553-2216
SAN ANGELO, TEXAS 76902

This plot is invalid
without original signature
and embossed seal.

Also see accompanying description

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Pete Madrid Jr., Operations, Water Utilities

Meeting Date: February 4, 2025

Item type: Consent Item

Caption:

Consider approving an increase to WU-02-24 for Water Treatment Coagulant supplied by Chameleon Industries up to \$260,000 per fiscal year and authorizing the City Manager to negotiate and execute any related documents (Shane Kelton)

Staff Recommendation:

Approve

Summary/History:

On November 22, 2023, the Water Production Plant sought bids for the testing and supply of coagulant, essential for the City's Water Utilities Department to ensure safe potable water treatment. Two bids were received, and after careful evaluation, Chameleon Industries was selected as the awarded supplier during the February 6, 2024, council meeting.

Due to water source quality, the demand for coagulant at the Water Treatment Plant increasing and they are requesting approval for an increase in the annual purchase of the binding agreement. This adjustment will enable City staff to secure additional quantities of critical chemical supply annually throughout the terms outlined in the original binding agreement.

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
260	260-4200-502.06-50		\$260,000.00

Financial Impact:

Budgeted Annually

Other Information/Recommendation:

The chemical pricing per unit from Chameleon Industries remains unchanged. Approval will enable City staff to secure additional quantities of the chemical supply.

Attachments:

1.	WU-02-24 Bid Tab	WU-02-24 Bid Tab.pdf
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Presentation:

Shane Kelton

Approvals/Reviews:

Pete Madrid Jr.

Shane Kelton

Brandon Dyson

Jeffrey Tomlinson

Tina Dierschke

Brandon Dyson

Heather Stastny

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Final Approval

[illegible]

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Angela Bloss, WIC Manager, WIC

Meeting Date: February 4, 2025

Item type: Consent Item

Caption:

Consider accepting a WIC grant for a five-year term beginning October 1, 2025, and ending on September 30, 2030, including that the City provide certain services for the WIC program; authorizing the City Manager to execute a contract with the Health and Human Services Commission for the five-year term; authorizing the City Manager to execute other contracts or addendums for grant funding for the balance of the fiscal years and, all other related documents (Morgan Chegwidden)

Staff Recommendation:

Approve

Summary/History:

City of San Angelo acts as a contractor, executing HHSC WIC contract annually to accept federal funds through Health and Human Services Commission to operate the Women, Infants and Children nutrition program locally.

WIC is a federally funded program and no local tax dollars are used.

Funding Source(s):

Financial Impact:

The Health and Human Services Commission Grant award uses no local tax dollars.

Other Information/Recommendation:

Staff recommends council approval of WIC 5 year contract.

Attachments:

Presentation:

Morgan Chegwidden

Approvals/Reviews:

Angela Bloss

Created/Initiated

Morgan Chegwidden
Brandon Dyson
Jeffrey Tomlinson
Tina Dierschke
Brandon Dyson
Heather Stastny

Approved
Approved
Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Carl White, Parks and Recreation Director, Parks and Recreation

Meeting Date: February 4, 2025

Item type: Consent Item

Caption:

Consider approving an agreement with the Southern Drag Boat Association (SDBA) for the annual Drag Boat Races at Lake Nasworthy for 2025 and authorizing the City Manager to negotiate and execute all related documents (Carl White)

Staff Recommendation:

Approve

Summary/History:

The Southern Drag Boat Association (SDBA) is requesting the use of Spring Creek and Middle Concho Parks, as well as part of the lake, to host the annual race. They plan to host one event on June 28-29, 2025.

The basic terms of the agreement would include:

- * eight (8) days lease, with no option to extend.
- * a rental fee for the use of the parks for the events of \$8,000, total. (This amount is the same as was charged to the SDBA when only one event was held during the time the lake parks charge entrance fees to enter.)
- * SDBA to coordinate, prepare, operate, manage and execute the events.
- * SDBA to clean and return the parks to the same condition before the events, after each event.
- * waiver of the applicable ordinances as previously approved in the years past. Requested ordinance waivers include: coordination of camping and parking for the event, entrance gate fees, permits for street closures, tents, vendors and signs, provisions regulating the water of Lake Nasworthy, such as "No Wake" zones, and waiver to allow vendors within 500 feet of boat ramps and City-owned property leased for commercial purposes, which has been the practice of past races.
- * one (1) event in June
- * SDBA must complete and submit a Special Event Application as part of the agreement.
- * SDBA must purchase required insurance coverage for the events.

Funding Source(s):

Financial Impact:

There is no new cost for entering into this agreement. The City would be paid a flat fee of \$8,000.00 to have use of the parks for the event.

SDBA would also cover the direct cost of added security for the event.

Other Information/Recommendation:

Attachments:

Presentation:

Carl White

Approvals/Reviews:

Carl White	Created/Initiated
Brandon Dyson	Approved
Tina Dierschke	Approved
Brandon Dyson	Approved
Heather Stastny	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Brody, Fire Chief, Fire Department

Meeting Date: February 4, 2025

Item type: Consent Item

Caption:

Consider approving the Fire department to apply for the FEMA Assistance to Firefighter Grant (AFG) program in the amount of \$585,458 with a cost share match of \$105,396 for the purchase of seven emergency backup generators (Patrick Brody)

Staff Recommendation:

Approve

Summary/History:

The Fire department is requesting authorization to apply for the FEMA, Assistance to Firefighter Grant (AFG) program for the purchase of seven emergency backup generators. These generators will be placed at the seven stations needing emergency backup power. The Fire department is requesting grant funding in the amount of \$585,458.00 with a cost share match of \$105,396. The Fire department has the available funds to cover the cost share amount in the event the grant is approved.

Funding Source(s):

Financial Impact:

The Fire Department has available funds to cover the cost share match in account 103-9015-422.05-65

Other Information/Recommendation:

Attachments:

Presentation:

Patrick Brody

Approvals/Reviews:

Patrick Brody
Patrick Brody
Brandon Dyson

Created/Initiated
Approved
Approved

Jeffrey Tomlinson
Tina Dierschke
Brandon Dyson
Heather Stastny

Approved
Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Gail Smith, Budget Analyst, Police

Meeting Date: February 4, 2025

Item type: Consent Item

Caption:

Consider a resolution authorizing the San Angelo Police Department to apply for the State Homeland Security Grant Program LETPA-L for installation of FLOCK Safety hardware and software (Craig Thomason)

Staff Recommendation:

Approve

Summary/History:

Installation of FLOCK cameras at strategic roadway locations as agreed by SAPD and Tom Green County Sheriff's Department. Cameras have automated license plate recognition (ALPR) that can scan all thru traffic for vehicles being sought by TCIC/NCIC, DPS, National Center for Missing Exploited Children, hot list alert reports, and local manually entered alerts. Both the SAPD and the TGC Sheriff's Offices are notified by FLOCK when there is a match to a "wanted" vehicle/subject.

Funding Source(s):

Financial Impact:

There is no required matching for the grant. This request is to apply for the grant. The total of the grant request is \$73,000 which would cover the total cost of the camera installation and operating platform.

Other Information/Recommendation:

Attachments:

- | | |
|---|--|
| 1. FLOC Safety Quote | FLOC Safety Quote.pdf |
| 2. San Angelo PD - Grant Board Information_ | San Angelo PD - Grant Board Information_.pdf |
| 3. Resolution_FLOCK Grant Application | Resolution_FLOCK Grant Application.docx |

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

Flock Safety + TX - San Angelo PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Cameron Lewis
cameron.lewis@flocksafety.com
806-790-7409

Created Date: 11/05/2024
Expiration Date: 12/05/2024
Quote Number: Q-111630
PO Number:

flock safety



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 401 E Beauregard Ave San Angelo, Texas 76901

Ship To: 401 E Beauregard Ave San Angelo, Texas 76901

Billing Company Name: TX - San Angelo PD

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 24 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$60,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon® -	Included	20	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee -	\$650.00	20	\$13,000.00

Subtotal Year 1: \$73,000.00

Annual Recurring Subtotal: \$60,000.00

Estimated Tax: \$0.00

Contract Total: \$133,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$73,000.00
Annual Recurring after Year 1	\$60,000.00
Contract Total	\$133,000.00

*Tax not included

Product and Services Description

FlockOS Features	Description
FlockOS [™] - - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon [®] -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon [®] LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint [™] technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

flock safety

San Angelo Police Department
1/21/25



flock safety

Agenda

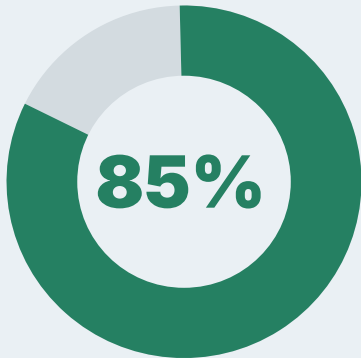
- 1 What is Flock Safety?
- 2 San Angelo PD + Flock Safety
- 3 Flock Safety in Texas
- 4 Q & A
- 5 Demo

**Eliminate crime and shape a
safer future, together.**

flock safety

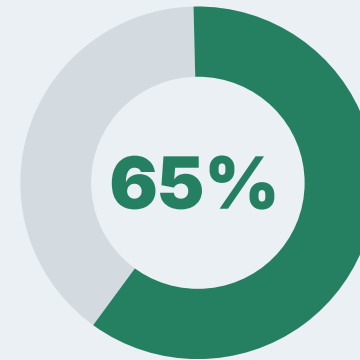
flock safety

With Persistent Staffing Shortages, Agencies Are Seeking New Strategies to Maximize Efficiency



of agencies
experiencing an
officer shortage

New PERF survey shows police agencies are losing officers faster than they can hire new ones. April, 2023



Agencies report
having too few
sworn officer
candidates

GALLUP®

[A Crisis For Law Enforcement](#) IACP

Ethics-Driven Innovation

Protecting Privacy

- Footage owned by Agency/City and will never be sold or shared by Flock
- 30 day retention period
- Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
- Takes human bias out of crime-solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)

- All data is stored securely in the AWS Government Cloud
- Search reason is required for audit trail
- NOT facial recognition software
- NOT used for immigration enforcement
- NOT used for traffic enforcement
- End to End Encryption of all Data
- NO PII is contained in Flock
- NOT connected to registration data or 3rd party databases (Carfax, DMV)
- Transparency Portal

Transparency + Insights

Measure ROI and promote the ethical use of public safety technology

Transparency Portal

- Customizable for each agency
- Display technology policies
- Publish usage metrics
- Share downloadable Search audits

Insights Dashboard

- Measure crime patterns and ROI
- Audit Search history

Examples

- Click here for [Pflugerville PD](#)
- Click here for [Round Rock PD](#)

flock safety



San Angelo PD + Flock Safety



flock safety

LPR

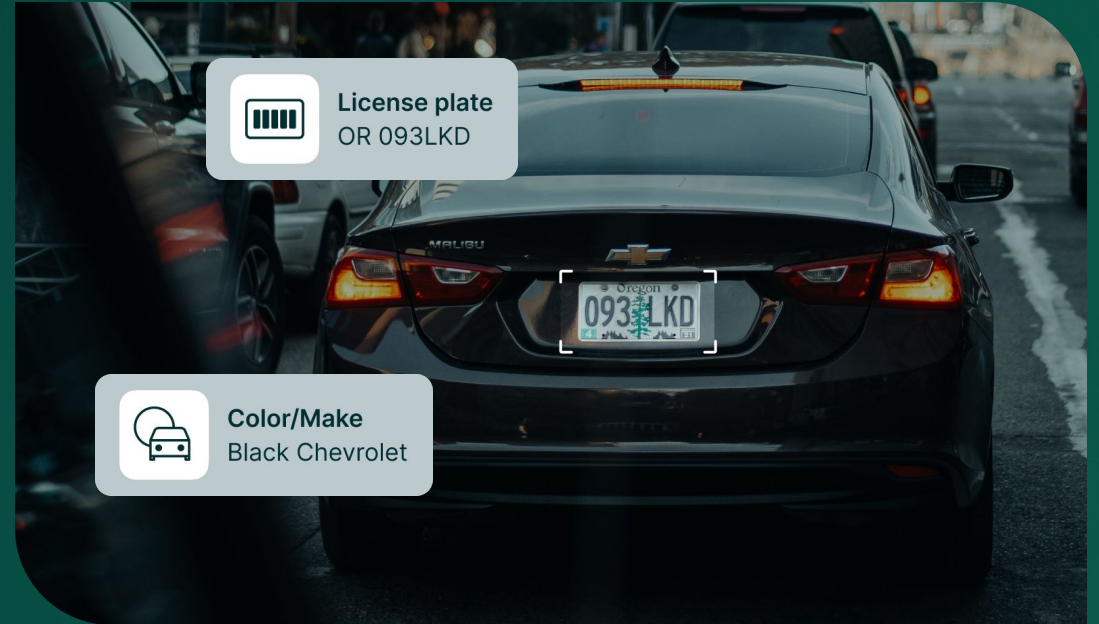
Falcon



flock safety

With Flock Safety, you get:

Flock Safety LPR provides your police department with indiscriminate evidence from fixed locations. We provide all of the maintenance so that your police department and city staff can focus on keeping your city safe and prosperous.



INFRASTRUCTURE-FREE

Reduce time to value and utility costs with full-service deployment.



24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.



REAL-TIME ALERTS

- NCIC
- NCMEC (Amber Alert)
- Custom Hot Lists



ETHICALLY BUILT

- No facial recognition
- No speed tracking
- Indiscriminate evidence

flock safety

Precision policing with real-time alerts

Your police officers can receive SMS, email, and in-app alerts when vehicles entered into the FBI’s NCIC, NCMEC (Amber Alerts), or custom Hot Lists pass by a Flock Safety camera in your community.

Catalytic Converter Theft

Plate

PKH8083

Source

Flock Hot List

Topic

Catalytic Converter Theft

Camera

Flock Camera

Date

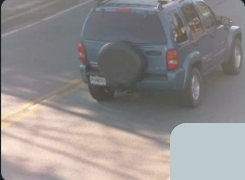
1/1/2023, 10:00:00 1 min ago

Description

SUV, BLUE, JEEP, TOP RACK

Networks

NCIC





Catalytic Converter Theft Hot List Alert

Blue SUV @FlockCamera

1/1/2023 @ 10:00:00 (1min ago)

Flock Camera

Flock network

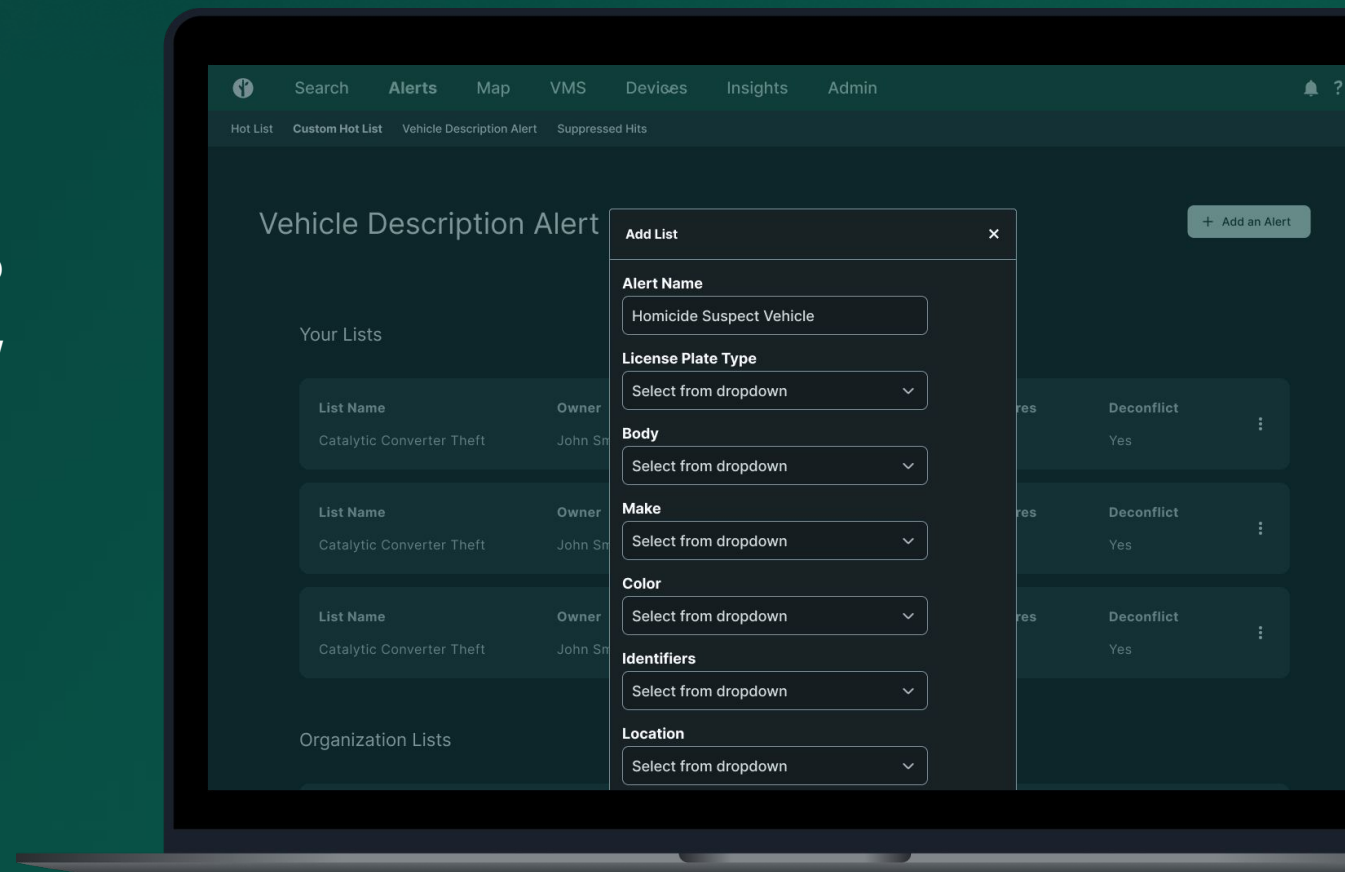
flock safety

What Vehicle Fingerprint® technology identifies

Flock's machine learning technology allows officers to search vehicles based on unique vehicle criteria, time, and location — objective, investigative evidence.

INCLUDING

- Vehicle make
- Body type
- Color
- Back racks
- Top racks
- License plates
 - Temporary tags
 - State recognition



Already solving and preventing crime in Texas and beyond

flock safety



“Leads from Flock Safety’s LPR let us expand our ability to solve crime and collaborate with other agencies.”

KIRK RIGGS

Chief of Police | Jersey Village, TX

Photo via Michael Ainsworth/The Dallas Morning News

Flock Safety In Texas

Plus, many more
commercial and
private customers

Houston PD
Fort Worth PD
Dallas PD
Houston Housing Authority
Arlington PD
Houston Public Works
Sugar Land PD
Plano PD
Harris Co. Pct. 2
Commissioner
Lewisville PD
Forney PD
Uptown Houston
Management District
Baytown PD
Fulshear PD
City of Webster
Conroe PD
Prosper PD
Grand Prairie PD
Garland PD
Harris County WCID 110

Jersey Village PD
League City PD
Ector County Environmental
Enforcement
Pasadena PD
Southwest Management
District
Stafford PD
Austin PD
Hobby Area Management
District
Windmill Farms MUD
Round Rock PD
Missouri City PD
Pearland PD
Kaufman County SO
Odessa PD
Bellaire PD
Travis Ranch Marina In
Fort Bend County SO
Pflugerville PD
Memorial Management District

Katy PD
Texas City PD
Jacinto City PD
Providence Village
Alvin PD
Memorial Villages PD
Williamson Co. SO
Houston Metro Transit Authority
San Antonio PD
Spring Valley Village PD
Harris County SO Axon
Fort Bend Riverstone Mud
Harris County WCID No. 96
Northlake PD
Bryan PD
Granbury PD
Irving PD
Rosenberg PD
Reeves County SO
North Richland Hills PD
Mont Belvieu PD
Midland PD

Clear Brook City MUD
Dickinson PD
Friendswood PD
Rowlett PD
Mansfield PD
Lubbock County SO
Gulfton Area Municipal
Management District
Harris Fort Bend Counties
MUD No. 1
Town of Bartonville
Brays Oaks Management
District
Cedar Park PD
Temple PD
International
Management District
Ector County SO
Paris PD
Dallas Fort Worth
International Airport
Wolfforth PD

Case Study - Murder Case Solved

📍 Sugar Land PD - Sugar Land, TX

- Sugar Land Police were investigating the killing of Alief ISD teacher Wendy Duan
- A Sugar Land Flock LPR camera was used to confirm that Charvas Thompson, of Houston, was at Duan's home after witnesses identified him as her killer.
- Thompson, 26, was arrested in Louisiana a few days later and charged with murder.
- Sugar Land police have around 100 Flock LPRs throughout the city and will add 100 more after this case was solved



"If we have a vehicle description, then we can go into the system, we can input that vehicle description and it will actually search for the reads that corresponds to those kind of vehicles."

— Sugar Land Police Assistant Chief Michelle Allen

Suspect Accused of Stealing From Churches Across the Country is Arrested

📍 Memorial Village PD - Memorial Village, TX

- A man whom law enforcement agencies across the country had been looking for was arrested last week after trying to burglarize a church in California. The Memorial Villages Police Department played a pivotal role in tracking him down.
- Malin Rostas, 45, a New York resident, gained access to churches in the Houston area last year by disguising himself as "Father Martin," authorities said. Most recently he was captured on surveillance cameras at Holy Name Retreat Center in Memorial Villages last month.
- Memorial Villages PD detective Christopher Rodriguez tracked the vehicle down on FLOCK license plate reader cameras and learned the same car was tied to crimes in New York. It didn't take long to connect the dots. Rodriguez is accused of impersonating a priest in multiple jurisdictions. He was arrested in California after Rodriguez alerted local law enforcement he was heading their way.



RIVERSIDE COUNTY SHERIFF'S OFFICE
MORENO VALLEY SHERIFF'S STATION
INVESTIGATIONS UNIT

FAKE PRIEST IN- CUSTODY



MALIN ROSTAS
AGE: 45
DESCRIPTION:
Romanian male, 6'00", 180 lbs, brown hair, black eyes
AKA: Moyse Lingurar
Case # MV241010139



LOOKING FOR ADDITIONAL VICTIMS

Law enforcement agencies across the United States have been on the lookout for a serial burglar posing as a priest, "Father Martin." The suspect reportedly gains access to churches by using fraud and deception to commit theft. He was last seen driving a black sedan.

On April 10, 2024, about 11:00 a.m., deputies from the Moreno Valley Sheriff's Station located a vehicle in the 10000 block of Pigeon Pass Road, matching the description of the vehicle used during the burglaries. The driver of the vehicle, identified as 45-year-old Malin Rostas, a resident of New York, was taken into custody for an outstanding felony warrant out of Pennsylvania for burglary. Moreno Valley Investigators assumed the investigation and discovered Rostas was "Father Martin" and had just attempted to burglarize a local church.

Rostas was booked at the Robert Presley Detention Center on the outstanding warrant. Additional charges will be filed for the attempted burglary in Moreno Valley. This case is ongoing, and no further details are available at this time.

The Moreno Valley Sheriff's Station believes there may be additional burglary victims. Anyone with information regarding this case or similar cases is encouraged to contact Investigator McCracken at the Moreno Valley Sheriff's Station at (951) 486-6700 or their local law enforcement agency.

6 Suspected Terrorist Arrested near Milan, NM

- On May 7, the Milan Police Department received an alert through their Flock Safety system of a suspected terrorist/gang member.
- "I first located the vehicle at Petro... I monitored it, I noticed it was traveling with four other vehicles and that vehicle, they didn't stop at the stop sign, so I pulled it over." Candelaria goes on to say he continued with the traffic stop, and later sent the information he received from the driver to authorities at the El Paso Intelligence Center as well as the NCIC who sent out the alert.
- Officer Candelaria was able to assist Immigration and Customs Enforcement... An agent with Immigration and Customs advised that these six have been wanted and sought after for almost two years. The six have now been extradited back to their country. To quote the agent who said, "This is a huge apprehension for us and a relief as well."



 **Milan PD - Milan, NM**
May 7, 2023



"This is the single greatest change since DNA – what this system does is a game-changer."

MATT MURRAY

Chief of Police | Yakima, WA

Thank You!



Cameron Lewis

Territory Sales Manager

cameron.lewis@flocksafety.com

(806) 790-7409

Open Forum

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS AUTHORIZING
APPLICATION FOR THE OFFICE OF THE GOVERNOR GRANT PROGRAM FOR
OPERATION OF THE COSA FLOCK PROGRAM**

WHEREAS, the City of San Angelo City Council finds it in the best interest of the citizens of San Angelo, that the San Angelo Police Department apply to the FY2026 Homeland Security Grant Program administered by the Office of the Governor for funding related to the COSA FLOCK Program; and

WHEREAS, the application submission for this grant in the amount of \$73,000 which will be used for the purchase of FLOCK Safety hardware and software products to be used by the San Angelo Police Department and the Tom Green County Sheriff's department officers; and

WHEREAS, City of San Angelo agrees there are no matching funds as per grant stipulations or the said project as required by the Office of the Governor grant application; and

WHEREAS, City of San Angelo City Council agrees that in the event of loss or misuse of the Office of the Governor funds, City of San Angelo City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, City of San Angelo City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED on this 4th day of February, 2025 that City of San Angelo City Council approves submission of the grant application for the COSA FLOCK Program FY26 to the Office of the Governor.

MAYOR BRENDA GUNTER

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Craig Thomason, Assistant Chief / Support Services, Police

Meeting Date: February 4, 2025

Item type: Consent Item

Caption:

Consider a resolution authorizing the San Angelo Police Department to apply for an Office of the Governor Victim Assistance grant in the amount of \$60,000 with a 20% match requirement (Craig Thomason)

Staff Recommendation:

Approve

Summary/History:

The grant, if awarded, would assist the funding of a civilian police employee that would function as the Domestic Violence Case Manager. The purpose of this employee/program is to provide services and assistance directly to victims of domestic violence in an effort to speed their recovery and aid them through the criminal justice process. Services may include the following:

- Responding to the emotional and physical needs of crime victims;
- Assisting victims in stabilizing their lives after a victimization;
- Assisting victims to understand and participate in the criminal justice system; and
- Providing victims with safety and security.

Having a dedicated response effort for victims of domestic violence within the San Angelo Police Department that enhances stabilization, participation in the criminal justice system, and reduces recidivism in calls that break the cycle of violence in the homes increases the prospect of offering an effective service for these victims.

Since 2019, Family Violence Assault with Injury reports average over eight hundred (800) a year in San Angelo.

The ability for a Case Manager to build a rapport with victims in an effort to further the criminal justice process is very important. Typically, victims of domestic violence feel trapped in their relationship and continually return to the abuser. Breaking this cycle is paramount for the victim's safety and the Department is confident that a Domestic Violence Case Manager can aid in saving victims from more abuse.

Please see the attachment.

Funding Source(s):

Financial Impact:

The grant does require a 20% match. I have spoken with Finance Director Tina Dierschke in regard to this matter. We will apply to fund the entire position with the grant and if approved use in-kind donations and volunteer hours to meet the 20% match. If the position isn't fully funded we will work with Finance to budget for the 20% match.

Other Information/Recommendation:**Attachments:**

- | | | |
|----|--|---|
| 1. | Family Violence Liaison Program Module | Family Violence Liaison Program Module.docx |
| 2. | DV Case Manager Resolution | DV Case Manager Resolution.docx |

Presentation:

Craig Thomason

Approvals/Reviews:

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

PROGRAM MODULE

for the

FAMILY VIOLENCE LIAISON

of the Family Violence Unit

of the

San Angelo Police Department



Travis Griffith, San Angelo Chief of Police

Purple Ribbon Initiative 

*Victim-Centered Response
for Victims of Family Violence*

Valerie Tillery, Grant & Program Module Writer
The Family Shelter of San Angelo
valerietillery@gmail.com
(325) 315-0289
January 2025



PROGRAM MODULE
for
FAMILY VIOLENCE LIAISON
For the Family Violence Unit
Of the
San Angelo Police Department

INITIAL PROPOSAL: The proposal involves the San Angelo Police Department applying for a Victim's of Crime Act (VOCA) grant through the Office of the Governor, Criminal Justice Assistance Division (CJAC), submitting the grant through the Concho Valley Council of Governments (CVCOG) by the deadline date in February 13, 2025. The grant proposal compiled and written with the assistance of the ICD Family Shelter, a domestic violence center, provides the San Angelo Police Department with a victim services staff member dedicated to the needs of family violence crime victims.

Grant/App: **Start Date:** 10/1/2025 **End Date:** 9/30/2026

PROJECT TITLE: *Purple Ribbon Initiative*



Division or Unit to Administer the Project: San Angelo Police Department
Regional Council of Governments (COG) within the Project's Impact Areas: Concho Valley Council of Governments
Counties within Project's impact Area: Tom Green

Grant Officials:

Authorized Official

Name: Travis Griffith

Address: P.O. Box 5020

San Angelo, Texas 76902

Phone: 325/227-0237

Position: San Angelo Chief of Police

Program Module Writer:**Name:** Valerie Tillery**Email:** valerietillery@gmail.com**Agency:** Family Shelter of San Angelo**Address:** P.O. Box 5018**City:** San Angelo, Texas 76902**Phone:** 325/655-5774**Position:** Volunteer Consultant**VOCA INTRODUCTION**

The purpose of this program is to provide victim-centered services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- Responding to the emotional and physical needs of crime victims;
- Assisting victims in stabilizing their lives after a victimization;
- Assisting victims to understand and participate in the criminal justice system; and
- Providing victims with safety and security.

TARGET GROUP:

The targeted group for this project is crime victims of family violence. Within the definition of the Texas Family Code Sec. 71, this includes men, women and children. The project serves all age groups, socio-economic backgrounds without regard to religion, sexual orientation, sex, disability, race or national origin. There is an increase in victim outcry from men, Asians and victims from the LGBTQ community. Crimes related to family violence include simple assault, aggravated assault, sexual assault, continuous family violence, stalking, terroristic threats, stalking/harassment, criminal mischief, animal abuse, property damage, human trafficking and more. In addition to these crimes, the project will be dealing with verbal and emotional abuse, coercive control, economic control and deprivation, technological manipulation/intimidation, and other aspects of the battering personality and the impact it has made on one's victim. Groups targeted include the following.

Those Victimized by Family Violence, Texas Family Code Sec. 71:

- Family or Household
- Adult Dating Violence
- Teen Dating Violence
- Child Abuse & Neglect
- Physical Assault
- Strangulation
- Stalking
- Elder Abuse
- Generational Family Violence
- Sexual Assault
- Harassment
- Terroristic Threats
- Human Trafficking
- Homeless Abuse.

PROBLEM STATEMENT – *What Makes Family Violence So Unique!*

Family violence altercations, disturbances and conflicts are unique calls for service from the San Angelo Police Department (or any law enforcement agency). The complexity of these situations require a wide understanding of the dynamics of family violence due to the “trauma bond” attached to these relationships. Investigating these calls are most likely not “*incident based*” like a robbery or car theft. The “course of conduct” by which these types of cases evolve over weeks, months and years, have many variable factors such as physical assault, sexual assault, verbal and emotional abuse, economic deprivation, coercive control, child issues, toxic relationships, alcohol and drugs, and many other aspects. The “cycle of violence” is what makes this a course of conduct—not incident based. With trauma bond, you may also have the situation of the victim and offender “addicted” to each other or some form of Stockholm syndrome. Coercive control is complex. It includes behavior that a victim considers abusive but may be hard for others, such as a police officer, to identify. These behaviors are not a violation of the law in itself. Things like body language, the click of a pen, a certain look or a deliberately chosen word can instill fear and dread in the victim when it’s part of a pattern of controlling behavior. This makes it hard to consider as evidence or lead to prosecution, yet are valuable to the overall course of conduct by an offender. These factors make it difficult to respond to a family violence call and be able to resolve anything unless the elements of the crime are present and it results in actual physical injury. Then, an arrest is

warranted. However, when the elements of a crime are not present at the scene and the victim still looks for resolve, validation is needed from somewhere. Looking at the situation as a “course of conduct” entails further examination, past police reports, previous medical response, how often the cycle of violence comes around for the victim or how many times a victim has had to escape to the family violence center. A patrol officer must handle the situation at hand and get back into service. While the Family Code section 71 offers “a threat that places the individual in fear” as a determining factor for the violation of the law, in as much as physical contact, how might a patrol officer prove that the violence will continue when responding to a call? A prosecutor may not take the case unless physical evidence is present. So, what do you do with these types of calls in order to best serve a victim who has made an outcry when the course of conduct will most likely repeat itself? One of the duties of a police officer is to protect the victim. The officer might provide a little psychological first aid, yet continue the flow of service by handing it over to a crisis worker. Having a dedicated response effort for victims and their children of domestic violence within the San Angelo Police Department enhances victim stabilization, enhances participation in the criminal justice system and reduces recidivism in calls that break the cycle of violence in the home; this increases the prospect of offering an effective service to crime victims of family violence in San Angelo and fulfills an officer’s duties.

A better rapport is built with the San Angelo Police Department and more time can be utilized in providing affirmation to a victim of crime. Victims deserve some level of service or follow-up even for a *non-offending* violation of the Family Code as much as a victim whose complaint leads to prosecution. Then, the crisis worker can continue other forms of service in assistance to both the victim and the detective.

SUPPORTING DATA INDICATING NEED:

Family Violence Statistics from San Angelo Police Department include: 2,269 as reported by <https://txucr.nibrs.com/ReportsIndex/List> per Texas Department Public Safety UCR. Additionally, San Angelo Police Department reported over 3,187 “domestic disturbance” calls for service of various reporting that may include emotional abuse, economic deprivation, Class A assaults, stalking, threats, 351 count for harassment, breaking and entering, vehicular theft and other family violence-related crimes. Approximately 86% of the violations were in the home, .04% at a motel/hotel, .05% on a roadway/alley, and .05% in a parking lot. The ICD Family Shelter receives approximately 600 hotline calls per year while serving 400 adult and child victims either residentially or non-residentially. The Crisis Intervention Unit (CIU) of the Tom Green County Sheriff’s Office responded to 442 calls for service from the San Angelo Police Department in 2024. Primary crisis intervention services were provided, as well as assistance with a magistrate’s emergency order of protection (MOEP/EPO).

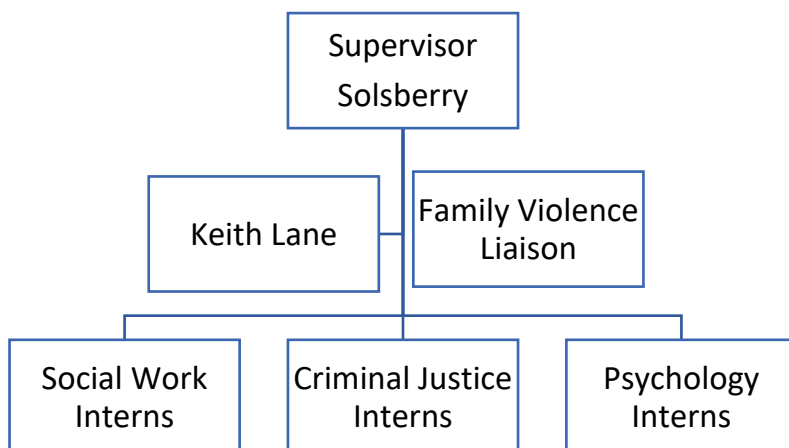
GOAL

Reduce the impact of trauma & build a link between the Victim and "the System" that enhances investigations and reduces recidivism of crime.

JOB SUMMARY

Full Time victim advocate for family violence victims that promotes trauma-informed care, bridges the gap between the victim and “the system” in pursuit of prosecuting these types of cases or building an increased rapport with the police department towards victim sensitivity. The Family Violence Liaison is responsible for day-to-day intervention services with the victim, survivor and family members who have experienced or witnessed domestic violence. The liaison provides direct care services including crisis intervention, transportation, advocacy with officers and detectives, and builds a community outreach education program, team leading volunteer interns from an accredited university. The advocate may work a flex schedule Monday through Friday to accommodate crime victims and the needs of the detective.

Suggested Investigation Support Team (IST) for the Family Violence Unit

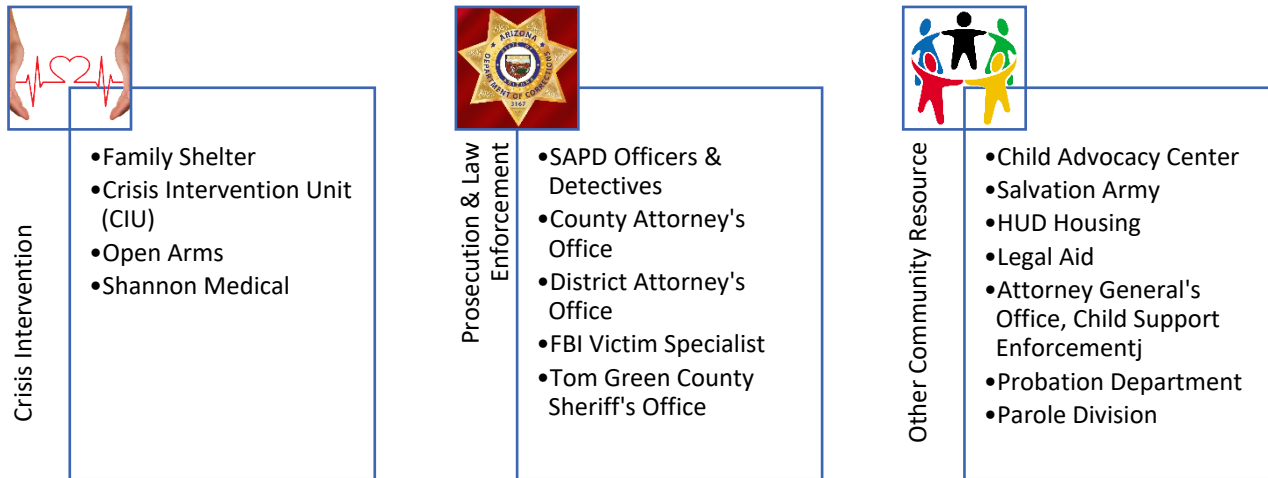


The Family Violence Liaison, along with other member of the San Angelo Police Department's family violence unit, including supervisors, officers and detectives are to have a direct line of communication regarding the family violence cases. The Family Violence Liaison assists the detectives with interviews, documentation gathering, assessments and keeping the victim apprised of case status and the detective's progress in the effort of victim cooperation and encouragement. Likewise, the Family Violence Liaison informs the detective and supervisors of key information relevant to the case at hand.

Team Approach & Multi-Disciplinary Approach

Build rapport with the officers and detectives in pursuit of case coordination and follow-up. In addition to this rapport, building rapport with community partners is also important in order to build a multi-disciplinary team from the Family Violence Unit for case coordination and an improved line of communication for the betterment of victims.

PARTNERS



The Family Violence Liaison can be the point of contact for community resources. A working relationship with outside agencies is vital. Others involved during the victim stabilization process and investigative process include coordination with the family violence center, Crisis Intervention Unit of the Tom Green County Sheriff's Office, representatives of the county attorney's office and the district attorney's office. Communication on common cases provide a more comprehensive response and ensure victim services are carried out. Others might include child protective services, the child advocacy center, the rape crisis center and medical providers.

PERFORMANCE MANANGEMENT GOALS:

1. FAMILY VIOLENCE LIAISON will provide initial phone contact with crime victim within two (2) days from the incident date.
 - a. Reduce wait time for follow-up
2. FAMILY VIOLENCE LIAISON will provide a face-to-face contact with crime victim within seven (7) days from the incident date if requested
 - a. Office Appointment created
 - b. Home visit
 - c. Shelter visit
 - d. Hospital visit
3. FAMILY VIOLENCE LIAISON's output of 50% is targeted of those victims who report feeling safer after receiving case management assessment, safety planning services, referrals and follow-up within 6 months.
 - a. By providing a streamlined intake process for each case file
 - b. By providing a tailored service plan
4. FAMILY VIOLENCE LIAISON will conduct at least one (1) community education presentation about family violence to the general public each month for length of the 1-year grant.
5. FAMILY VIOLENCE LIAISON provides training to 50% of officers on victim-centered practices and trauma-informed care within the 1-year grant project.
 - a. To improve victim interactions during on-scene calls and investigations.
 - b. To support trauma-informed care services.
6. FAMILY VIOLENCE LIAISON will maintain support-interns (unpaid college interns) for the project during the 1-year grant project.
 - a. To maintain the availability of culturally-competent victim services with bilingual advocates to serve diverse populations
 - b. To maintain a team of victim advocates to meet the goals and reduce wait time to serve victims
 - c. To maintain efficiency for grant monitoring, management and response

The intake session for a new victim provides an array of services once an assessment is conducted. For each time spent directly with the victim, services are logged on the VOCA daily services log. This might include crisis intervention, legal advocacy, referral to community organizations, general intervention and follow-up, phone intervention, assisting with POs, criminal advocacy accompaniment, law enforcement interview, advocate interview, interpreter services and other services as prescribed by the VOCA grant. Exit surveys by the victim are conducted once the case is closed or has an outcome status to mark the benchmark status of the project. Monthly reports are then generated with the appropriate data.

TOOLS:

- **VOCA Daily Service Log Sheets**
- **Count Number of Intakes**
- **Count Number of Cases Resulting in Possible Prosecution**
- **Count Number of Insufficient Evidence Cases**
- **Count Number of Victims Declining Continued Service**
- **Victim Exit Survey**



PROJECT LOGISTICS, APPROACH & ACTIVITIES:

The Purple Ribbon Initiative utilizes a key staff member that understands the program module reducing the impact of trauma, building a link between the victim and the system that enhances intervention, encourages further investigation and reduces the recidivism of the family violence crime. The Family Violence Liaison and the volunteer interns have specific duties and protocol to conduct in order to achieve the goals of this project. Duties include five (5) areas: 1.) trauma-informed services, 2.) case management, 3.) pre-investigative, 4.) administrative, and 5.) community outreach. For trauma-informed services, the project is envisioned to initially address several possible scenarios to stabilize the victim.

- 1.) The Family Violence Liaison responds on-scene after securing. If no arrest made by the officer, transport victim to the station for liaison intervention, upon victim consent.**
- 2.) The Family Violence Liaison responds to the emergency room.**
- 3.) The Family Violence Liaison responds to the domestic violence center.**
- 4.) The Family Violence Liaison responds with an after-care appointment from the call sheet or family violence report within two (2) days. If no response, conduct a welfare check with an officer for liaison intervention.**

The first priority is trauma-informed care services. The first activity is to provide outreach and stabilize the victim using trauma-informed care techniques and non-professional peer counseling. In this process the victim advocate reinforces care for the adult victim, child victim, if any, and other potential witnesses experiencing secondary victimization/trauma. Other activities include: taking injury photos, safety planning, escape planning,

coordinating medical, EPO assistance with the Crisis Intervention Unit (CIU) of the Tom Green County Sheriff's Office) and schedule an appointment with the victim when responding on-scene or at the emergency room. In the event response is at the family violence center and the victim feels more comfortable, the forthcoming process can be conducted there. The case management approach, then, is to initialize the process with an intake, danger assessment, strangulation interview (if necessary), formulate the history of violence time line, gather perpetrator information, develop a service plan assessment, provide victim with their rights and provide information on services through the Purple Ribbon Initiative. Depending on the service plan assessment, the Family Violence Liaison then conducts referrals to other agencies and organizations (adult and child needs); these referral activities might include a safe house, counseling, food & clothing, HUD housing, legal aid and more. The Liaison then conducts an interview, line up a civil standby to retrieve personal affects and encourages medical attention. Other activities might include assisting with the U-Visa (if applicable) and assist with the address confidentiality program (if necessary). Case management continues with follow-up, after-care, court accompaniment and outcome status. The pre-investigative duties might include: gathering medical records, having photographs retaken after 2-3 days, coordinate with the child protective services investigator (if applicable), gather previous police reports and call sheets, and contact probation/parole (if applicable). Administratively, the Family Violence Liaison maintains victim records, report of services, collects statistical data, collects outcome surveys from victims and prepares monthly progress reports. Community outreach to the public is vital to promote the services, educate the public about the issues of family violence in the community, target groups where potential victims may be and promote breaking the cycle of violence.

GRANT PROJECT ACTIVITIES INFORMATION

45% Crisis Services

Stabilization through crisis phase, intervention conducted on-scene, on-duty or within 2 days, safety planning, escape planning, medical referral, emergency transportation, coordination for safe house, clothing referral, and trauma-informed care services. The advocate provides non-professional peer counseling and sees to the needs of the adult, children, if any, involved and other potential witnesses experiencing secondary victimization/trauma.

45% Legal Advocacy

Initialize the process with an intake, danger assessment, strangulation interview (if necessary), formulate the history of violence time line, gather perpetrator information, develop a service plan assessment, provide victim with their rights and provide information on services through the Purple Ribbon Initiative. Assist with the complaint process, education on the criminal justice process and conduct court prep if necessary.

10% Multi-Disciplinary Team & Case Coordination

The Family Violence Liaison, along with other member of the San Angelo Police Department's family violence unit, including supervisors, officers and detectives have a direct line of communication regarding the cases. Others involved during the victim stabilization process and investigative process include coordination with the family violence center, Crisis Intervention Unit of the Tom Green County Sheriff's Office, representatives of the county attorney's office and the district attorney's office. Communication on common cases provide a more comprehensive response and ensure victim services are carried out. Others might include child protective services, the child advocacy center, the rape crisis center and medical providers.

RESPONSIBILITIES

Case Management / Crisis Intervention

- Responding On-Scene if necessary and authorized
- Work with victims of domestic violence, sexual assault, stalking, harassment, human trafficking and abuse
- Notification & explanation of crime victims' rights and the criminal justice process
- Crisis Response/Support/Intervention
- Assistance with Crime Victim Compensation application process
- Safety Planning and Protective Order Assistance
- Community Resource Referrals
- Court/Legal/Medical Accompaniment in qualifying cases
- Assistance with I 918 forms for U-Visa Applications.
- Assistance with Address Confidentiality Program Applications (Texas Attorney General's Office)
- (Used) Cell phone distribution for contacting 911 while in supply
- Safety Planning

Administrative

- Set up victim file with basic information, statistical data and service agreements
- Document victim interaction notes in file
- Compile Statistics on a monthly basis
- Adhere to necessary grant requirements for statistical tracking, record keeping
- Prepare and maintain monthly progress report
- Conduct Victim Surveys for feedback and outcome

Investigative

- Interview Victim and Witnesses
- Conduct Danger Assessments
- Conduct Strangulation/Suffocation Interviews
- Gather medical reports
- Be present for Detective interviews and/or assists with victim interviews
- Gather other relevant evidence when applicable

SPECIAL NOTE on STRANGULATION CASES:

While approximately half of victims strangled will sustain no immediate physical injury, no visible marks or sometimes, even pain, strangulation is a serious condition. Only 15% of these can be photographed (deep tissue camera needed). Strangulation has potential significant complications later on such as carotid dissection, hypoxic brain injury and laryngeal injury. Non-fatal strangulation by an intimate partner increases homicide risk by 750%.

Non-fatal strangulation timeline:

- Loss of consciousness: 6.8 seconds
- An anoxic seizure: 14 seconds
- Bladder incontinence: 15 seconds
- Bowel incontinence: 30 seconds
- All deaths: between 62-152 seconds

You only need the pressure of a handshake to kill someone. It's the second cause of homicide in females after stabbing.

Brain damage or even death may happen within minutes but can sometimes occur **weeks or months later**. Blood vessels in the neck can partially tear or clot and this can result in a stroke. The thyroid gland may be damaged. Some people experience ongoing problems with headaches, swallowing and speaking before identifying strangulation complications.

Informing victims of the increased risk of future homicide if strangled by an intimate partner is extremely important and may prevent death. Prepared educational material and handouts is vital.

It is suggested that immediate medical referral is needed for imaging and observation. Medical care is important after strangulation because it can help identify and treat internal injuries, which can be life-threatening. Medical records can also be used as evidence in legal cases. If symptoms persist, the victim must call 911. These might include: difficulty breathing, trouble swallowing, swelling to your neck, pain to your throat, hoarseness or voice changes, blurred vision, continuous or severe headaches, seizures, vomiting or persistent cough.

Then, there's the question about **liability**. Can a law enforcement officer or crisis worker be held liable for not treating this injury as serious, not educating them or not calling for an ambulance? Let's not find out. Unfortunately, there have been cases labeled as "*mutual combat*" where the victim was strangled and taken to jail without medical attention first. *The writer of this program module feels that this is risky and also does not believe in "mutual combat" per the standards of the FBI. Further, there can only be one primary victim and one predominant aggressor for prosecutors to make a case; the Texas Rules of Evidence doesn't permit prosecutors to have two defendants.*

Common Questions to Ask the Strangled Victim (CONDUCT FULL STRANGULATION INTERVIEW FORM):

Did you have any trouble breathing or speaking?

'Did you feel like you were going to pass out?' Weakness or clumsiness in your limbs?

'Did you notice any changes to your vision?' 'Did you experience any pain anywhere?'

'Do you have any gaps in your memory around this time?'

'Did you experience any incontinence (of bladder or bowel)?'

Depression or suicidal thoughts later?

Grant Project VOCA Descriptions

Legal Advocacy

- Facilitating participation in criminal justice and other public proceedings arising from the crime, including:
 - Advocacy on behalf of a victim;
 - Accompanying a victim to offices and court;
 - Transportation, meals, and lodging to allow a victim who is not a witness to participate in a proceeding;
 - Interpreting for a non-witness victim who is deaf or hard of hearing, or with limited English proficiency;
 - Providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceeding;
 - Notification to victims regarding key proceeding dates (e.g., trial dates, case disposition, incarceration, and parole hearings);
 - Assistance with Victim Impact Statements;
 - Assistance in recovering property that was retained as evidence; and
 - Assistance with restitution advocacy on behalf of crime victims.
- Legal assistance services (including those provided on an emergency basis), where reasonable and where the need for such services arises as a direct result of the victimization, including:
 - Those (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding; and
 - Those actions (other than tort actions) that, in the civil context, are reasonably necessary as a direct result of the victimization.

Crisis Services

- Services that respond to immediate needs (other than medical care), emotional, psychological, and physical health and safety including:
 - Crisis intervention services;
 - Accompanying victims to hospitals for medical examinations
 - Hotline counseling;
 - Safety planning;
 - Emergency food, clothing, and transportation;
 - Window, door, or lock replacement or repair, and other repairs necessary to ensure a victim's safety;
 - Costs of the following, on an emergency basis (i.e., when the State's compensation program, the victim's health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime): Non-prescription and prescription medicine, prophylactic or other treatment to prevent HIV/AIDS infection or other infectious disease, durable medical equipment (such as wheel-

- chairs, crutches, hearing aids, eyeglasses), and other healthcare items; in all cases the grant must be considered the option of last resort; and
 - Emergency legal assistance, such as for filing for restraining or protective orders, and obtaining emergency custody orders and visitation rights.
- Personal advocacy and emotional support including:
 - Working with a victim to assess the impact of the crime;
 - Identification of victim's needs;
 - Case management;
 - Management of practical problems created by the victimization;
 - Identification of resources available to the victim;
 - Provision of information, referrals, advocacy, and follow-up contact for continued services, as needed;
 - Traditional, cultural, and/or alternative therapy/healing (e.g., art therapy, yoga – with appropriate training, certification, or licensure);
 - Transportation of victims to receive services and to participate in criminal justice proceedings; and
 - Public awareness and education presentations (including the development of presentation materials, brochures, newspaper notices, and public service announcements) in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance, this activity will only be funded in conjunction with programs providing direct services.

Protective Order Assistance:

- *Legal representation provided by program staff and/or staff attorneys to obtain protective orders and assistance;*
- May be provided by law enforcement personnel, prosecution staff or other service providers; and
- Services may be available at non-traditional locations and times.
- Working in unison with CIU (Crisis Intervention Unit) to obtain MOEP/EPO.

Community Outreach

1. Attend community group meetings, educate the community regarding the dynamics of family violence and innovatively target groups where potential victims may be. Conduct at least one (1) community education presentation or outreach about family violence to the general public each month for length of the 1-year grant.
- Kiwanis Clubs
 - Lions Clubs
 - Law Enforcement & Criminal Justice
 - Schools
 - Youth Groups
 - School Administrators
 - Faith-Based
 - Region 15
 - Non-Profit Organizations
 - Booths & Fairs
 - Television & Radio
 - Social Media

PREFERRED QUALIFICATIONS

- Demonstrated knowledge of trauma informed crisis intervention, domestic violence, adult dating violence, teen dating violence, child abuse & neglect, stalking, elder abuse and generational family violence, sexual assault, stalking/harassment, human trafficking, the homeless or abuse.
- Education Levels Considered:
 - Master's Degree in Social Work or relevant field or relevant life, work, or volunteer experience.
 - Bachelor's Degree from an accredited college or university with major coursework in Social Work, Criminal Justice, Psychology, Public Health, or a related field.
- Experience Levels Considered:
 - Law Enforcement work experience
 - Five years of direct client work (preference given to experience in residential, crisis, homeless, or domestic violence shelter program.)
 - Five years of experience in management, analysis, or policy development in domestic violence.
 - Direct experience working with survivors of domestic violence and sexual violence.
 - Experience providing services and case management with people in crisis.
- Demonstrated commitment to engaging and servicing people who have been victimized by family violence, adult dating violence, teen dating violence, child abuse & neglect, stalking, elder abuse and generational family violence, sexual assault, stalking/harassment, human trafficking, the homeless or abuse.
- Demonstrated commitment to equity and respectful engagement with communities.
- Experience developing and maintaining relationships with diverse community partners, including law enforcement and community agencies.
- Familiar with community service programs and case management techniques.
- Experience establishing rapport, trust and boundaries with complainants/victims.
- Experience in working with varied ethnic groups and demonstrated cultural competence.
- Effective oral & written communication skills; public speaking, facilitating group discussions
- Bilingual skills helpful
- Valid Class "C" Texas Driver's License OR valid driver's license from another state with the ability to obtain a valid Texas Driver's License within 30 days of becoming a Texas resident.
- Ability to pass criminal background check, drug test and any other required verifications by the San Angelo Police Department

CROSS-TRAINING or CONSULTATION SUGGESTIONS:

1. Family Shelter of San Angelo
2. Crisis Intervention Unit (CIU) of the Tom Green County Crisis Intervention Unit
3. Open Arms Crisis Center

While the below code applies to family violence centers, the code can be a level of measurement regarding training new advocates and interns.

Family Code Sec. 93.001. DEFINITIONS.

(1) "Advocate" means a person who has at least 20 hours of training in assisting victims of family violence and is an employee or volunteer of a family violence center.

TRAINING Might Include:

- Dynamics of Family Violence
 - Cycle of violence
 - Gas lighting by the offender
 - Verbal, emotional, economic deprivation & other forms of abuse
 - Sexual assault
 - Strangulation
 - Characteristics of the victim and offender
 - Reasons why she might stay
 - Power & Control Wheel vs. the Equality Wheel
 - Power & Control Wheel for the Immigrant Woman
 -
- History of the Movement
- Laws associated with family violence
 - Family Code Sec. 71
 - And others
- Trauma Informed Care Service Techniques
 - Understanding trauma bond
 - Understanding victim trauma and why she/he can be so difficult
 - Forming a time line of abuse
- Victim Advocacy
 - Needs of a victim
 - Resources
- Active Listening & Interview Skills
 - Your reaction
- How Children are affected by family violence
- Case Management Techniques

Volunteer Interns

VOCA Requires Volunteers that enable the project, can be used as in-kind donation and assist in carrying out the duties of the Family Violence Liaison to fulfill output measurements for the grant.

Volunteer Requirements

1. Complete a volunteer internship application and waiver for release of information
2. Submit a Resume' outlining work/field experience
3. Undergrad or Master's Level Internship requirements at a State University
 - a. Social Work (graduate level or undergrad)
 - b. Criminal Justice
 - c. Psychology
 - d. Public Health
4. Pass a criminal history check and background check and other requirements of the San Angelo Police Department
5. Obligated to work at least two (2) semesters and maintain work hour history for purposes of the grant where hourly work converts to a monetary value for the grant's in-kind matching funds.
6. Applicants will be screened at an interview with a 2nd interview possible
7. Abide by the provisions of the supervisors at the University for the internship program.

Internship Field Supervision Consideration

For Undergrad Social Work Students, their field instructor can be someone with a BSW degree or a Bachelors in something similar. For MSW students, their supervisor can be someone with an MSW or higher or Masters in a similar field (criminal justice would work). In the cases where the student does not have a social worker as their field instructor, ASU would provide them with supplemental supervision to get the perspective of a social worker.

Responsibilities

Under the guidance of the Family Violence Liaison the interns provide direct victim services with the same performance management duties to ensure the goals of the grant project are fulfilled. Initial orientation and training is required

Required Skills:

- Understanding of crime victims' rights, knowledge of family violence laws, penal code and the court system
- Ability to work with minimal supervision and work as a team member
- Outstanding organizational skills and ability to maneuver several tasks at same time
- Ability to present a positive, professional image to victims, staff, and the public
- Excellent communication skills
- Knowledge of social service programs and community resources
- Problem solving, trauma-informed care, crisis intervention skills, active listening skills and victim advocacy skills

Administrative

- Participate in appropriate staff orientations and trainings
- Participate in public awareness booths and information fairs
- Set up victim file with basic information, statistical data and service agreements
- Document victim interaction notes in file
- Assist Family Violence Liaison to compile statistics on a monthly basis
- Adhere to necessary grant requirements for statistical tracking, record keeping
- Conduct Victim Surveys for feedback and outcome

Crisis intervention & Case Management Approach

- **No** On-Scene response -- basic office coverage only and no driving
- Work with victims of domestic violence, sexual assault, stalking, harassment, human trafficking and abuse
- Develop a victim service plan
- Notification & explanation of crime victims' rights and the criminal justice process
- Crisis Response/Support/Intervention
- Safety Planning, escape planning and Protective Order Assistance
- Community Resource Referrals
- Assistance with Address Confidentiality Program Applications (Texas Attorney General's Office)



Family Violence Unit Volunteer Application

Please Print Legibly

Full Name:		
Address:		
City:	State:	Zip:
Home Phone:	Cell:	Work:
Email		Age:
DL#:	Issuance State	DOB:

Applying for: ☐ General Volunteering ☐ Internship

Field:

- ☐ Social Worker ☐ Graduate Level ☐ Undergrad
☐ Criminal Justice
☐ Psychology
☐ Other; : _____

College or University:	
Internship Placement's Name?	Phone Number:
Are you currently employed? Where?	
Do you speak Spanish?	Do you have Transportation?

Volunteer Work Agreement (initial on line)

___ I agree to commit to working at the Family Violence Unit of the San Angelo Police Department with good intentions of providing assistance to crime victims (adults & children) of family violence.

___ I agree to notify the Family Violence Liaison if I decide to resign from my duties.

___ I agree to call in to Family Violence Liaison if I am unable to work my shift.

___ I agree to sign in and out in the logbook each times I work and submit at the end of the month

___ I hereby give my permission to Family Violence Unit of the San Angelo Police Department to obtain information relating to my criminal history record. The criminal history record, as received from the reporting agencies, may include arrest and conviction data as well as plea bargains and deferred adjudications and delinquent conduct committed as a juvenile. I understand that this information will be used, in part, to determine my eligibility for a volunteer position with this organization. I also understand that as long as I remain a volunteer here, the criminal history records check may be repeated at any time. All information will be regarded as confidential to all staff members with the exception of the authorized personnel.

Volunteer Applicant's Signature

Date



Volunteer Service Confidentiality Agreement
Family Violence Unit of the San Angelo Police Department
Confidentiality Agreement, Ethics and Liability Release Statement

____ I agree to abide by the following Confidentiality Agreement as set forth by the San Angelo Police Department. I further understand this agreement is in effect while in service or during my capacity at SAPD and at any time thereafter. Confidentiality must be maintained between staff, other volunteers and supervisors.

____ I am aware that during the course of my volunteer time, confidential information will be made available to me such as victim's personal information and other related information. I understand this information is proprietary and critical to the success of the program and must not be given out or used outside SAPD premises or with non-SAPD employees. In the event of termination of volunteering, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.

____ I agree to notify the Family Violence Liaison or designated staff immediately should I receive a court order regarding any program records, victims, investigation or personnel issues, whether or not I am still associated with SAPD. Failure to abide by this agreement may result in disciplinary action, termination, penalty, civil action and/or liability suits.

____ I agree to uphold all information, in confidence, the names of victims, participants or programs, employees, volunteers, files and paperwork, security measures, events, daily routines, or business transactions deemed confidential unless given express authorization to disclose.

____ I agree to provide or to ensure services to all victims in a non-judgmental approach and will not discriminate towards or against victims based on their race, color, sex, religion, age, national origin, disability, sexual orientation or any other area that might cause a barrier in providing services or cause emotional harm to client.

____ I agree to exclude myself from any victim's personal business and not develop a monetary relationship. I agree to never provide money, gifts, favors, or advantage opportunities to victims. I will not enter into a personal relationship with victims and have no contact with victims or witnesses outside of SAPD work capacity. In the event that I already have a personal relationship or familial relationship with the victim or have personal information detrimental to their case, I will immediately notify the Family Violence liaison and recuse myself from working with said victim.

____ I understand that while on SAPD property, I will take all reasonable precautions to prevent an event of personal injury, harm, threat, death, property damage, theft and any other such claim. For any event occurring which could cause claim, cause of action, debt or demands, while volunteering, or providing service, my heirs, my successors, my assignees or I hereby release the City of San Angelo, SAPD, from any liability. I release the top commanding staff of SAPD, city manager or its staff, or any other representative of any liability in association with such claim.

Volunteer Signature	Printed Name	Date
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Field Supervisor Signature	Printed Name/Title	Date
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Office Use Only

Family Violence Liaison Reviewed:	Approved by:
Work Schedule (days & times):	Start Date:

Appendix

Purple Ribbon Initiative

Victim File

- Power & Control Sheet (handout)
- A Letter to Victims of Domestic Violence (handout)
- VOCA Daily Service Log & Definitions
- Intervention Notes
- Victim Intake
- Service Plan Assessment
- Danger Assessment
- Strangulation Interview Form (educate & provide)
- Flow Chart: Criminal Justice System (educate & provide)
- Outcome Survey

Work Tools

- AG Address Confidentiality Program Checklist
- Texas Address Confidentiality Program Application
- Pseudonym
- Declaration for Breaking a Lease (example)
- Sec 92.016 Right to Vacate & Avoid liability Following Family Violence
- Affidavit in Any Fact
- Escape Plan for Hotline Calls
- Volunteer Application for (interns)

See Thumb Drive for Printable Forms

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS AUTHORIZING
APPLICATION FOR THE OFFICE OF THE GOVERNOR GRANT PROGRAM FOR A
DOMESTIC VIOLENCE CASE MANAGER**

WHEREAS, the City of San Angelo City Council finds it in the best interest of the citizens of San Angelo, that the Domestic Violence Case Manager proposal FY26 administered by the Office of the Governor, Criminal Justice Assistance Division to be operated for the FY 2026; and

WHEREAS, the application submission for this grant in the amount of \$60,000 which will be used to fund a position within the San Angelo Police Department for a Domestic Violence Case Manager; and

WHEREAS, City of San Angelo is aware of a 20% match grant stipulation as required by the Office of the Governor, Criminal Justice Division; and

WHEREAS, City of San Angelo City Council agrees that in the event of loss or misuse of the Office of the Governor funds, City of San Angelo City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, City of San Angelo City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED on this 4th day of February, 2025 that City of San Angelo City Council approves submission of the grant application for a Domestic Violence Case Manager FY26 to the Office of the Governor.

MAYOR BRENDA GUNTER

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: February 4, 2025

Item type: Consent Item

Caption:

Consider a resolution acknowledging a commitment to provide insurance benefits to city retirees who were hired on or before December 31, 1999 (Bryan Kendrick)

Staff Recommendation:

Adopt

Summary/History:

Funding Source(s):

Financial Impact:

enshrining current practice, net zero

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------|----------------|
| 1. | Resolution | Resolution.pdf |
|----|------------|----------------|

Presentation:

Bryan Kendrick

Approvals/Reviews:

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

RESOLUTION XXXXXXXX

**A RESOLUTION OF THE CITY COUNCIL OF SAN ANGELO, TEXAS,
ACKNOWLEDGING A COMMITMENT TO PROVIDE INSURANCE BENEFITS
TO CITY RETIREES WHO WERE HIRED ON OR BEFORE DECEMBER 31, 1999**

WHEREAS, The City of San Angelo Retirees who were hired on or before December 31, 1999 have consistently asserted they were assured health insurance for life at a substantially similar benefit to what current City employees receive; and,

WHEREAS, For the purposes of this benefit, in order to be classified as a retiree with the City of San Angelo, the employee must draw their monthly annuity; and,

WHEREAS, beginning in 2011, in order to support funding for the benefit moving forward, and in an effort to continue to provide a substantially similar benefit, both current city employees and retirees began paying the same monthly premium; and,

WHEREAS, the City of San Angelo concurs that there is significant testimony to uphold the offer of this benefit and to continue to provide said insurance; and,

WHEREAS, the City of San Angelo acknowledges access to Medicare for retirees age 65 and older, creates a different dynamic that necessitates a Medicare supplement in order to meet the conditions of “substantially similar” as noted above.

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

SECTION 1: The City of San Angelo will continue to provide a substantially similar benefit to what current City employees receive to those classified as retirees with the City of San Angelo who were hired on or before December 31, 1999.

SECTION 2: The City Manager, or his designee, is hereby authorized to allow the continuation of these benefits, including the offer of a Medicare supplement for eligible retirees.

ADOPTED this 4th day of February 2025.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Bryan Kendrick
Director of Human Resources

Brandon Dyson, Interim City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Gaddy, Assistant Finance Director, Finance

Meeting Date: February 4, 2025

Item type: Consent Item

Caption:

Consider resolutions approving the Investment Policies for the City of San Angelo, Lake Nasworthy Trust, and Development Corporation Funds (Tina Dierschke)

Staff Recommendation:

Adopt

Summary/History:

Each year, the City Council must adopt an investment policy and strategy per the Public Funds Investment Act (PFIA). The updated investment policies are attached with changes being made since last year. Changes include:

City Investments:

Addendum B - Updated to include currently approved brokers.

Lake Nasworthy Trust:

Addendum B - Updated to include currently approved brokers.

Development Corporation:

Addendum B - Updated to include currently approved brokers.

Adopting these three policies will keep the City in compliance with the Public Funds Investment Act ("PFIA") which requires the City to review and adopt the policies annually.

Funding Source(s):

Financial Impact:

N/A

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	2025 City Investment Policy	2025 City Investment Policy.docx
2.	2025 Lake Nasworthy Investment Policy	2025 Lake Nasworthy Investment Policy.docx
3.	2025 COSADC Investment Policy	2025 COSADC Investment Policy.docx
4.	2025 Resolution City of San Angelo Investment Funds	2025 Resolution City of San Angelo Investment Funds.docx
5.	2025 Resolution Lake Nasworthy Trust Investment Funds	2025 Resolution Lake Nasworthy Trust Investment Funds.docx
6.	2025 Resolution Development Corporation Investment Funds	2025 Resolution Development Corporation Investment Funds.docx

Presentation:

Tina Dierschke

Approvals/Reviews:

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

CITY OF SAN ANGELO, TEXAS

INVESTMENT POLICY

2025

It is the policy of the City of San Angelo (the "City") to invest public funds in a manner which will provide the highest reasonable market return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

This policy satisfies the requirement of the Public Funds Investment Act (the "Act"), Texas Government Code 2256, which requires the creation and annual adoption of a written investment policy and its addendums. The City Council shall review and adopt, no less than annually, the Investment Policy and its incorporated strategies. Any changes to the Policy will be detailed in the adopting resolution.

Section One: Scope

This investment policy applies to all the financial assets of the City except funds of Lake Nasworthy. The funds are accounted for in the City's Comprehensive Annual Financial Report and include:

- Operating Funds
- Debt Service Funds
- Bond, Capital and Special Project Funds
- Reserve Funds
- Non-expendable Trust Funds

Section Two: Investment Objectives and Standard of Care

The objectives of the City's investment program shall be, in order of priority, safety, liquidity and yield. Safety of principal shall be the foremost objective of the City's investment program. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from securities, defaults, or erosion of market value. The portfolio shall be managed with the objective of obtaining a reasonable market yield.

The standard of prudence to be used by investment officers shall be the *prudent person standard* and shall be applied in the context of managing the overall portfolio. Investments shall be made with judgment and care under circumstances then prevailing which a person of prudence, discretion and intelligence would exercise in the management of his/her own affairs with consideration given to the probable safety of capital as well as the probable income to be derived. Investments shall not be made for speculative purposes.

Investment officers acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit or market risk, provided that deviations from expectations are reported in a timely fashion and

appropriate action is taken to control adverse developments.

Section Three: Investment Strategy

The City of San Angelo funds shall be commingled for investment purposes recognizing the cash flow needs of the individual funds which make up the portfolio. The total portfolio will maintain a maximum weighted average maturity of two (2) years which is based on the cash flow analysis and cash requirements of the City.

The City of San Angelo's investment portfolio shall be diversified for safety and shall consist of a variety of securities and maturities which may include any or all the authorized investments listed in Section Four, Authorized Investments, of this Policy. To meet Policy objective, securities will be of the highest credit quality and marketability. The portfolio's objectives can be attained by utilization of high credit quality securities and a modified ladder structure in the short-term area to match known liabilities.

- (1) Operating Funds - Operating funds ensure that anticipated cash flows are matched for adequate liquidity on major payment obligations such as payroll.
- (2) Debt Service Funds - Debt service funds must cover the upcoming debt service obligations on the required payment dates.
- (3) Bond, Capital and Special Project Funds - Bond proceeds and special project funds are used for anticipated liabilities on the projects.
- (4) Reserve Funds - Reserve funds provide liquidity for fund obligations and generate a dependable revenue stream from securities.
- (5) Non-expendable Trust Funds - Non-expendable trust funds generate dependable revenue streams for their designated uses.

It is the City of San Angelo's intent to hold purchased securities to maturity investing in such a manner as to ensure both the safety and liquidity of such transactions. However, under conditions defined and procedures approved by the Oversight Committee, securities may be sold or "swapped" before maturity to capture capital gains and allow for reinvestment into the portfolio. Securities purchased specifically for non-expendable trust funds shall be valued continuously and may be sold prior to the stated maturity date to capture capital gains.

The City of San Angelo's investment officers, or designated investment advisors, will evaluate the City's cash position daily to determine the amount of funds available for investment and to project the term for such investments and will then decide on placement of the investment based on fund type and market conditions, fund cash flow, the offering yield for eligible investment and diversity in the portfolio.

Section Four: Authorized Investments

The City shall invest only in those instruments authorized by law of the State of Texas (Texas Government Code 2256, Public Funds Investment Act) as further defined by this policy. Insofar as they meet this requirement, the City may invest in the following:

(1) Depository certificates of deposit issued by state and national banks doing business in Texas that do not exceed two (2) years to maturity from date of issue, and:

- a. are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor: or
- b. are collateralized at 102% by obligations of the United States or its agencies and instrumentalities (excluding letters of credit) or direct obligations of any state, its subdivisions, or its agencies which have been rated as to investment quality by a nationally recognized investment rating firm and have received a rating of not less than "A" or the equivalent.

(2) Obligations of the United States Government, its agencies and instrumentalities not to exceed 3 years to their stated maturity date.

(3) Fully collateralized repurchase agreements having a defined termination date not to exceed six (6) months, secured by obligations of the United States or its agencies and instrumentalities, collateralized at 102%, executed under a written Master Repurchase Agreement, with securities safe-kept with a third party selected or approved by the City, and placed through a bank doing business in Texas or a primary government securities dealer as defined by the Federal Reserve. Flex repurchase agreements used for bond funds or special project funds may have a stated termination date not to exceed the estimated completion date of the project(s).

(4) Local government investment pools as defined by the Act which strive to maintain a \$1 net asset value, which are rated as to investment quality by a nationally recognized credit rating agency and have received a rating of not less than "AAA" or its equivalent. Investment in each pool must be specifically authorized by Resolution of the City Council.

(5) AAA-rated, SEC registered money market mutual funds striving to maintain a \$1 net asset value.

(6) General obligation and revenue bonds of states, agencies, counties, cities and other political subdivisions of any state rated "A" or better or its equivalent by one nationally recognized rating agency and with a stated final maturity not to exceed three (3) years.

(7) FDIC insured brokered certificate of deposit securities from banks in any US state, delivered versus payment to the City's safekeeping depository, not to exceed one year to maturity. Before purchase, the Investment Officer or advisor must verify the FDIC status of the bank on www.fdic.gov to assure that bank is FDIC insured.

(8) Fully insured or collateralized, interest-bearing accounts of any bank doing business in Texas.

(9) A1/P1 domestic commercial paper with a maximum maturity of two hundred-seventy (270) days.

To provide diversification in the portfolio which reduces market and credit risk exposures, the following diversification parameters are established for the Portfolio. Diversification parameters must be met at the time of purchase although cash flows may change the percentages over time. Effort will be made to maintain the diversification guidelines through cyclical cash flow periods.

<u>Security Type</u>	<u>Max. % in Overall Portfolio</u>
CDs	40 %
Per bank	10 %
US Treasuries	80 %
US Agencies & Instrumentalities	80 %
Repurchase Agreements	50 %
Flex for bond funds	100 %
Constant Dollar LGIP	80 %
Ownership of the pool	10 %
Money Market Mutual Funds	75 %
Municipal and State Obligations	40 %
Issuer limitation	5 %
FDIC Brokered CDs	20 %
Commercial paper	25 %
Issuer limitation	10 %

Delivery versus Payment

All security transactions (with the exception of pool or fund participation) by the City shall be purchased "delivery versus payment". That is, the City shall authorize release of its *funds* only after a purchased security has been received by its safekeeping agent or after the City has received notification from its safekeeping agent that a purchased security has been received in the City's safekeeping account.

Competitive Bidding Required

All investments shall be purchased or sold on a competitive basis with bids or offers from three City authorized broker/dealers for the best yield and maturity. Offers of new issue agencies need not be competitively bid but must be made from City authorized broker/dealers.

Loss of Rating

The City is not required to liquidate investments that were authorized investments at the time of purchase (Chapter 2256.017). However, should a security that requires a minimum rating under state law not have that required rating, the investment officer shall take all prudent measures to liquidate the security (Chapter 2256.021).

Monitoring FDIC Coverage

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Advisor shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

Monitoring Credit Ratings

The Investment Officer or investment advisor shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer or advisor shall notify the Finance Director and City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating.

Section Five: Collateral and Safekeeping

Time and Demand Bank Deposits Pledged Collateral

Collateralization is required on all bank time and demand deposits over the applicable FDIC insurance coverage. All securities pledged to the City for these deposits shall be held by an independent third-party institution outside the holding company of the pledging bank.

To anticipate market changes and provide a level of additional security for all funds, the market value of the collateral will be maintained at 102% of total principal and accrued interest. The depository will be responsible for monitoring and always maintaining the collateral and margins. The custodian will provide monthly reports to the City detailing the collateral.

Collateral will be pledged under the terms of a written depository agreement addressing acceptance, substitution and valuation of collateral, executed under the terms of FIRREA¹. (If the custodian is the Federal Reserve the City will execute as an alternate an FRB Pledgee Agreement of Circular 7 form.) The agreement shall be approved by resolution of the bank's board or loan committee.

Acceptable collateral shall include only obligations of the U.S. Government, its agencies and instrumentalities, including mortgage-backed securities passing the bank test, municipal securities rated A or better by two nationally recognized rating agencies and letters of credit, and a letter of credit issued by a Federal Home Loan Bank. A monthly report of collateral will be provided directly from the custodian.

¹ The Financial Institutions Resource and Recovery Enforcement Act (FIRREA) governs the deliberations of the FDIC in the case of default or bankruptcy of the bank.

Repurchase Agreements Owned Collateral

Collateral under a repurchase agreement is owned by the City. It will be held by an independent third-party safekeeping agent approved by the City under an executed SIFMA² Master Repurchase Agreement. Collateral with a market value totaling 102% of the principal and accrued interest is required and the counterparty is responsible for the monitoring and always maintaining of collateral and margins.

Safekeeping

The laws of the State, this Policy, and prudent treasury management require that all securities be settled on a delivery versus payment basis and be held in safekeeping by an independent third-party financial institution approved by the City.

Securities shall not be bought from the banking services bank to perfect delivery versus payment separation in the transaction.

All safekeeping arrangements shall be approved by the Investment Officers and an agreement of the terms executed in writing. The third-party custodian shall be required to issue original safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip, and other pertinent information. Each safekeeping receipt shall be clearly marked that the security is held for the City.

Section Six: Investment Officer Designation

The City Council hereby designates the Finance Director, or his designated representative, and the Finance Department position handling the daily treasury functions (currently the Treasury Analyst), as duly authorized investment officers of the City and grants to them the authority to invest City funds as outlined herein. The City may further contract with a registered investment advisor to advise in the management of the City's portfolio. No person may engage in an investment transaction except as provided under the terms of this Policy and supporting procedures. Any disbursement of City funds for the purchase of investment instruments must bear the signature of two investment officers.

The investment officers will establish written procedures for the operation of the investment program consistent with this Investment Policy.

Officers, employees, and advisors involved in the investment process shall refrain from personal business activity that could conflict with proper and unbiased execution of the investment program or which could impair their ability to make impartial investment decisions. Any business or personal relationship shall be disclosed to the City Council. If the relationship falls within the second degree of blood or marriage disclosure should also be sent to the Texas Ethics

²Security Industry and Financial Markets Association, formerly the Bond Market Association.
City of San Angelo Investment Policy

Commission.

Section Seven: Training

The Finance Director and all City officials designated herein as investment officers and their designated representatives within the parameters of this Policy shall attend ten hours of training within twelve months of taking the position and eight hours in each succeeding two-year fiscal period (beginning on the first day of the fiscal year) relating to investment responsibilities. The training must include investment controls, security risks, strategy risks, market risks, portfolio diversification and compliance with the Act.

The training provider must be an independent source approved by the Investment Oversight Committee. A list of approved training sources is attached as Addendum A.

Section Eight: Investment Activity Reporting

Reporting for investments will be made in accordance with the state law (Chapter 2256.023). Reports of investments should be prepared and presented at least quarterly to the City Council and City Manager and should reflect the cost, term, yield, market value, purchase date, maturity date, description and cusip number for each investment. Market values shall be obtained at least monthly from the trust department of the City's depository bank or other independent source as approved by the Oversight Committee.

On a quarterly basis the investment officer, or his designee, shall prepare a series of detail and management level signed investment reports in accordance with the Act, disclosing at a minimum:

- 1) The investment activity for the previous quarter;
- 2) The book and market value of investments at the beginning and end of the quarter;
- 3) Assessments of the market value of each investment and change in market value;
- 4) Fully accrued interest and earnings for the period in accordance with generally accepted accounting principles;
- 5) The change in market value, and
- 6) Compliance with the Public Funds Investment Act and this Policy.

Prices for the valuation of securities' market value shall be obtained from an independent source.

Section Nine: Investment Oversight Committee

The City Council shall appoint an Investment Oversight Committee to review the City's investment portfolio with the Finance Director and City Manager, or his designee, at least quarterly and to then report to the City Council. The Committee shall be comprised of two City Council members, two citizens with experience as investment advisors or analysts, the City's independent auditor (as a non-voting member), the City Manager or his designee, and the City's Finance Director. The duties of the Oversight Committee shall include:

- 1) Review of the quarterly report submitted by the Investment Officers of the City,
- 2) Review and adoption of a list of authorized qualified brokers and counterparties that

have provided the required certification and are authorized to engage in investment transactions with the City,

- 3) Review of the list of authorized brokers at least annually, and
- 4) Approval of the independent training provider as required in this Policy (Addendum A).

The Oversight Committee shall have the authority, subject to City Council review, to make such rules as deemed necessary for the orderly operation of the Committee. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

Section Ten: Audit

The City's independent auditor shall formally review the quarterly investment reports prepared in accordance with this Policy and applicable state statutes (Chapter 2256.023). The review shall be conducted annually, and the results of the review shall be reported to the City Council. In addition, in conjunction with the annual audit the City shall perform a compliance audit of management controls on investments and adherence to this Policy. Results of this audit will be reported to the oversight Committee. [Chapter 2256.005(m)].

Section Eleven: Authorized Financial Institutions and Broker/Dealers

The Investment Officer and Adviser will maintain a list of financial institutions and broker/dealers authorized to do business with the City. These firms will be selected according to creditworthiness and service. Brokers may include "primary dealers" or regional dealers that qualify under the SEC's Rule 15C3-1 (uniform net capital rule). All broker/dealers must provide the Investment Officer with:

- 1) Proof of Financial Industry Regulatory Authority (FINRA) registration,
- 2) Proof of registration with the Texas State Securities Commission, and
- 3) Completed City questionnaire.

All authorized broker/dealers will be sent the Investment Policy and any changes made in the future.

In accordance with the Public Funds Investment Act [Chapter 2256.005(k)] a copy of the City's Investment Policy shall be presented to any pool in which the City participates. The pool must execute a written certificate in a form acceptable to the City that they have (1) reviewed the Investment Policy and (2) acknowledged that they have implemented reasonable procedures and controls to preclude investment transactions conducted between the City and the pool which are not authorized by the Policy.

The City Council or the Investment Oversight Committee will at least annually review, revise and adopt a list of authorized brokers authorized to engage in investment transactions. The list of authorized counterparties is shown as Addendum B of this Policy and approved with adoption of this Policy.

Section Twelve: Policy Adoption and Revisions

The City Council will review the Policy not less than annually and adopt a resolution stating that the Policy and incorporated strategies have been reviewed and including all changes to the Policy. This Policy may be amended only by action of the City Council.

The City Manager and Oversight Committee are authorized to recommend revisions to the Policy to the City Council whenever such revisions are necessary and prudent due to changes in State Law, the needs of the City, or the economy and market opportunities. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

ADOPTED on this the _____ day of _____, 2025.

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

Approved as to Content:

Approved as to Form:

Tina Dierschke, Finance Director

Brandon Dyson, Interim City Attorney

ADDENDUM A

By adoption of this Investment Policy, the following associations and organizations are approved for Investment Officer training:

- Texas Municipal League
- Government Finance Officers Association of Texas
- Government Treasurers Organization of Texas

ADDENDUM B

Authorized Broker/Dealer List

The authorized list for City of San Angelo is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy.

The City's Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the City Council or Investment Committee established by the Council. The City's investment advisor, Meeder Public Funds, maintains the brokerage compliance files for the City.

When any material changes are made to the Investment Policy, the new Policy is sent out for re-certification.

The broker/dealers certified by the City are:

Academy Securities
Arbor Research & Trading, LLC
Bank of America/Merrill Lynch
Barclays Capital Inc.
Blaylock Van, LLC
BMO Capital Markets
BNY Capital Markets
BOK Financial
Brean Capital
Cantor Fitzgerald & Co.
CastleOak Securities
Citigroup Global Markets Inc
D.A. Davidson
Daiwa Capital Markets
FHN Financial
Goldman Sachs & Co.
Great Pacific
Hilltop Securities
Huntington Bank
InspereX
Jane Street
Jefferies
JPMorgan Securities
Keybank Capital Markets
Loop Capital Markets
MarketAxess Corporation
..... Mizuho Securities

Moreton Capital Markets
Morgan Stanley
Multi-Bank Securities
Oppenheimer
Piper Sandler & Co
PNC Capital Markets LLC
Raymond James
RBC Securities
Rice Financial
Robert W. Bird
Santander US Capital Markets
Siebert Williams Shark
Stephens Inc
Stifel Nicolaus
StoneX Group Inc
TD Securities
TRUIST Securities Inc
UBS Financial
UMB Financial Services
U.S Bancorp Investments
Wells Fargo

LAKE NASWORTHY - SAN ANGELO, TEXAS
INVESTMENT POLICY
2025

It is the policy of the City of San Angelo (the "City") to invest public funds in a manner which will provide the highest reasonable market return with the maximum security while meeting the objectives of the City and conforming to all state and local statutes governing the investment of public funds.

This policy satisfies the requirement of the Public Funds Investment Act (the "Act"), Texas Government Code 2256 which requires the creation and annual adoption of a written investment policy. The City Council shall no less than annually review and adopt the Investment Policy and its incorporated strategies. Any changes to the Policy will be detailed in the adopting resolution.

Section One: Scope

This investment policy applies solely to the financial assets applied to the maintenance and support of Lake Nasworthy, San Angelo, Texas.

Section Two: Investment Objectives and Standard of Care

The objective of the Lake Nasworthy portfolio is to produce a revenue stream which can be used in the maintenance of the Lake Nasworthy area. The principal is not intended to be used for operational purposes.

The objectives of this Investment Policy shall be in order of priority, safety, liquidity, diversification, and yield. Safety of principal shall be the foremost objective of the City's investment program. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they be from market, credit, or collateral risk. Investments shall not be made for speculative purposes. The portfolio shall be managed with the objective of obtaining a reasonable market yield in keeping with the capital appreciation and cash flow requirements of the fund.

The standard of prudence to be used by investment officers shall be the prudent person standard and shall be applied in the context of managing the overall portfolio. Investments shall be made with judgment and care under circumstance then prevailing which a person of prudence, discretion and intelligence would exercise in the management of his or her own affairs with consideration given to the probable safety of capital as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit or market risk, if deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Section Three: Investment Strategy

The investment strategy for Lake Nasworthy funds will focus on utilization of high credit quality, intermediate term securities which will generate a reasonable stream of income for the ongoing maintenance of the Lake. The principal of the fund is not expected to be used for any ongoing expenditures. The investment strategy is designed to generate a revenue stream and a low degree of volatility and market risk. Securities will be of a high quality, with short to intermediate term maturities chosen to hold their market value. The portfolio will use a range of maturities dependent on market conditions.

The City, or its designated investment advisors, will evaluate cash flow needs and the portfolio's position on a regular basis to determine ongoing market strategy. Market conditions and interest rate forecasts will determine portfolio structure. Securities may be sold or "swapped" before maturity to capture capital gains and allow for reinvestment into the portfolio.

The portfolio will maintain a maximum weighted average maturity (WAM) of three (3) years and the maximum expected or stated maturity in the fund will be ten (10) years for any individual security. The benchmark for risk and performance on the portfolio will be the three-year Treasury Note for the comparable period in accordance with the anticipated WAM.

Section Four: Authorized Investments

The City shall invest only in those instruments authorized by law of the State of Texas (Texas Government Code 2256, Public Funds Investment Act). Insofar as they meet this requirement, the City may invest in the following:

(1) Depository Certificates of Deposit issued by state and national banks doing business in Texas that do not exceed two (2) years to maturity from date of issue, and:

- a. are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; or
- b. are collateralized at 102% by obligations of the United States or its agencies and instrumentalities or direct obligations of the State of Texas, its subdivisions, or its agencies which have been rated as to investment quality by a nationally recognized investment rating firm and have received a rating of not less than "A" or the equivalent.

(2) Obligations of the United States Government, its agencies, and instrumentalities not to exceed ten (10) years to their stated maturity date, to include mortgaged backed securities passing the bank test.

(3) Fully collateralized repurchase agreements including reverse repurchase agreements, having a defined termination date not to exceed six (6) months, secured by obligations of the United States or its agencies and instrumentalities, collateralized at 102%, executed under a written Bond Market Association Master Repurchase Agreement, safe-kept with a third party selected or approved by the City, and placed through a bank doing business in Texas or a primary government securities dealer as defined by the Federal Reserve. Flex repurchase agreements used for bond funds or special project funds may have a stated termination date not to exceed the estimated

completion date of the project(s):

(4) Local government investment pools as defined by the Act, which strive to maintain a \$1 net asset value, as amended, which are rated as to investment quality by a nationally recognized credit rating agency and have received a rating of not less than "AAA" or its equivalent. Investment in each pool must be specifically authorized by Resolution of the City Council.

(5) AAA-rated, SEC registered money market mutual funds which strive to maintain a \$1 net asset value.

(6) General obligation and revenue bonds of states, agencies, counties, cities, and other political subdivisions of any state rated "A" or better or its equivalent by one nationally recognized rating agency and with a stated maturity not to exceed three (3) years.

(7) FDIC insured *brokered* certificate of deposit securities from banks in any US state, delivered versus payment to the City's safekeeping depository, not to exceed one year to maturity. Before purchase, the Investment Officer or Advisor must verify the FDIC status of the bank on www.fdic.gov to assure that bank is FDIC insured.

(8) Fully insured or collateralized, interest-bearing accounts of any bank doing business in Texas.

(9) AI/PI domestic commercial paper with a maximum maturity of two hundred-seventy (270) days.

Diversification

The Fund will strive for diversification in the portfolio by market sector and maturity to reduce market and credit risk exposures.

Delivery versus Payment

All security transactions (except for pool or fund participation) by the City shall be purchased "delivery versus payment". That is, the City shall authorize release of its *funds* only after a purchased security has been received by its safekeeping agent or after the City has received notification from its safekeeping agent that a purchased security has been received in the City's safekeeping account.

Competitive Bidding Required

All investments shall be purchased or sold on a competitive basis with bids or offers from three City authorized broker/dealers for the best yield and maturity. Offers of new issue agencies need not be competitively bid but must be made by City authorized broker/dealers.

Loss of Rating

The City is not required to liquidate investments that were authorized investments at the time of purchase (Chapter 2256.017). However, should a security that requires a minimum rating under state law not have that required rating, the investment officer shall take all prudent measures to

liquidate the security (Chapter 2256.021).

Monitoring FDIC Coverage

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Advisor shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

Monitoring Credit Ratings

The Investment Officer or investment advisor shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer or advisor shall notify the Finance Director and City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available, within two weeks after the loss of the required rating.

Time and Demand Bank Deposits Pledged Collateral

Collateralization is required on all bank time and demand deposits over the applicable FDIC insurance coverage. All securities pledged to the City for these deposits shall be held by an independent third-party institution outside the holding company of the pledging bank.

To anticipate market changes and provide a level of additional security for all funds, the market value of the collateral will be maintained at 102% of total principal and accrued interest. The depository will be responsible for monitoring and always maintaining the collateral and margins. The custodian will provide monthly reports to the City detailing the collateral.

Collateral will be pledged under the terms of a written depository agreement addressing acceptance, substitution, and valuation of collateral, executed under the terms of FIRREA¹. (If the custodian is the Federal Reserve, the City will execute the Pledgee Agreement of Circular 7 form.) The agreement shall be approved by resolution of the bank's board or loan committee.

Acceptable collateral shall include only obligations of the U.S. Government, its agencies, and instrumentalities, including mortgage-backed securities passing the bank test, municipal securities rated "A" or better by two nationally recognized rating agencies and letters of credit, and a letter of credit issued by a Federal Home Loan Bank. A monthly report of collateral will be provided directly from the custodian.

Repurchase Agreements Owned Collateral

Collateral under a repurchase agreement is owned by the City. It will be held by an independent third-party safekeeping agent approved by the City under an executed Bond Market Master

¹ The Financial Institutions Resource and Recovery Enforcement Act governs the deliberations of the FDIC in the case of default or bankruptcy of the bank.

Repurchase Agreement. Collateral with a market value totaling 102% of the principal and accrued interest is required and the counterparty is responsible for the monitoring and always maintaining of collateral and margins.

Safekeeping

The laws of the State, this Policy, and prudent treasury management require that all securities be settled on a delivery versus payment basis and be held in safekeeping by an independent third-party financial institution approved by the City.

Securities shall not be bought from the banking services bank to perfect delivery versus payment separation in the transaction.

All safekeeping arrangements shall be approved by the Investment Officers and an agreement of the terms executed in writing. The third-party custodian shall be required to issue original safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip, and other pertinent information. Each safekeeping receipt shall be clearly marked that the security is held for the City.

Section Five: Investment Officer Designation

The City Council has designated the Finance Director, or his designated representative, and the Finance Department position handling the daily treasury functions (currently the Treasury Analyst), as duly authorized investment officers of the City and grants to them the authority to invest Lake Nasworthy funds as outlined herein. The City may further contract with a registered investment advisor to advise on the management of this portfolio.

No person may engage in an investment transaction except as provided under the terms of this Policy and supporting procedures. Any disbursement of City funds for the purchase of investment instruments must bear the signature of two investment officers.

The investment officers will establish written procedures for the operation of the investment program consistent with this Investment Policy.

Officers, employees, and advisors involved in the investment process shall refrain from personal business activity that could conflict with proper and unbiased execution of the investment program or which could impair their ability to make impartial investment decisions. Any business or personal relationship shall be disclosed to the City Council. If the relationship falls within the second degree of blood or marriage disclosure should also be sent to the Texas Ethics Commission.

Section Six: Training

All City officials designated herein as investment officers and their designated representatives within the parameters of this Policy shall attend ten hours of training within twelve months of taking the position and eight hours in each succeeding two fiscal year period (beginning on the

first day of the fiscal year) relating to investment responsibilities. The training must include investment controls, security risks, strategy risks, market risks, portfolio diversification and compliance with the Act.

The training provider must be an independent source approved by the Investment Oversight Committee. A list of approved training sources is attached as Addendum A.

Section Seven: Investment Activity Reporting

Reporting for investments will be made in accordance with state law. (Chapter 2256.023) Reports of investments should be issued at least quarterly to the City Council and City Manager and should reflect the cost, term, yield, market value, purchase date, maturity date, description and cusip number for each investment. Market values shall be obtained monthly from the trust department of the City's depository bank or other independent source as approved by the Oversight Committee.

On a quarterly basis the investment officer, or his designee, shall prepare a series of detail and management level signed investment reports in accordance with the Act, disclosing at a minimum:

- 1) The investment activity for the previous quarter;
- 2) The book and market value of investments at the beginning and end of the quarter;
- 3) Assessments of the market value of each investment and change in market value;
- 4) Fully accrued interest and earnings for the period in accordance with generally accepted accounting principles;
- 5) The change in market value; and
- 6) Compliance with the Public Funds Investment Act and this Policy.

Prices for the valuation of securities' market value shall be obtained from an independent source.

Section Eight: Oversight Committee

The City Council shall appoint an Investment Oversight Committee to review the City's investment portfolio with the Finance Director and City Manager, or his designee, at least quarterly and to then report to the City Council. The Committee shall be comprised of two City Council members, two citizens with experience as investment advisors or analysts, the City's independent auditor (as a non-voting member), the City Manager or his designee, and the City's Finance Director. The duties of the Oversight Committee shall include:

- 1) Review of the quarterly report submitted by the Investment Officers of the City,
- 2) Review and adopt the list of counterparties that have provided the required certification and are authorized to engage in investment transactions with the City,
- 3) Review of the list of authorized brokers at least annually, and
- 4) Approval of the independent training provider as required in this Policy.

The Oversight Committee shall have the authority, subject to City Council review, to make such rules as deemed necessary for the orderly operation of the Committee. All changes to the Policy

must be reviewed and adopted by the City Council before changes are made in the investment process.

Section Nine: Audit

The City's independent auditor shall formally review the quarterly investment reports prepared in accordance with this Policy and applicable state statutes (Chapter 2256.023). The review shall be conducted annually, and the results of the review shall be reported to the City Council. In addition, in conjunction with the annual audit the City shall perform a compliance audit of management controls on investments and adherence to this Policy. Results of this audit will be reported to the oversight Committee. [(Chapter 2256.005(m))].

Section Ten: Authorized Financial Institutions and Broker/Dealers

The Investment Officer will maintain a list of financial institutions and broker/dealers authorized to do business with the City. These firms will be selected according to creditworthiness and service. Brokers may include "primary dealers" or regional dealers that qualify under the SEC's Rule 15C3-1 (uniform net capital rule). All broker/dealers must provide the Investment Officer with:

- 1) Proof of National Association of Securities Dealers certification,
- 2) Proof of registration with the Texas State Securities Commission, and,
- 3) Completed City questionnaire.

All authorized broker/dealers will be sent the Investment Policy and any changes made in the future.

In accordance with the Public Funds Investment Act [Chapter 2256.005(k)] a copy of the City's Investment Policy shall be presented to any pool in which Lake Nasworthy participates. The pool must execute a written certificate in a form acceptable to the City that they have (1) reviewed the Investment Policy and (2) acknowledged that they have implemented reasonable procedures and controls to preclude investment transactions conducted between the City and the pool which are not authorized by the Policy.

The City Council or the Investment Oversight Committee will at least annually review, revise and adopt a list of authorized brokers authorized to engage in investment transactions. The list of authorized counterparties is shown as Addendum B of this Policy and approved with Council adoption of this Policy.

Section Eleven: Policy Adoption and Revisions

The City Council will review the Policy not less than annually and adopt a resolution stating that the Policy and its incorporated strategies has been reviewed and including all changes to the Policy. This Policy may be amended only by action of the City Council.

The City Manager and Oversight Committee are authorized to recommend revisions to the Policy to the City Council whenever such revisions are necessary and prudent due to changes in State Law, the needs of the City, or the economic and market opportunities. All changes to the Policy must be reviewed and adopted by the City Council before changes are made in the investment process.

ADOPTED on this the _____ day of _____, 2025.

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

Approved as to Content:

Approved as to Form:

Tina Dierschke, Finance Director

Brandon Dyson, Interim City Attorney

ADDENDUM A

By adoption of this Investment Policy, the following associations and organizations are approved for Investment Officer training:

- Texas Municipal League
- Government Finance Officers Association of Texas
- Government Treasurers Organization of Texas

ADDENDUM B

Authorized Broker/Dealer List

The authorized list for City of San Angelo is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy.

The City's Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the City Council or Investment Committee established by the Council. The City's investment advisor, Meeder Public Funds, maintains the brokerage compliance files for the City.

When any material changes are made to the Investment Policy, the new Policy is sent out for re-certification.

The broker/dealers certified by the City and Lake Nasworthy are:

Academy Securities	Moreton Capital Markets
Arbor Research & Trading, LLC	Morgan Stanley
Bank of America/Merrill Lynch	Multi-Bank Securities
Barclays Capital Inc.	Oppenheimer
Blaylock Van, LLC	Piper Sandler & Co
BMO Capital Markets	PNC Capital Markets LLC
BNY Capital Markets	Raymond James
BOK Financial	RBC Securities
Brean Capital	Rice Financial
Cantor Fitzgerald & Co.	Robert W. Bird
CastleOak Securities	Santander US Capital Markets
Citigroup Global Markets Inc	Siebert Williams Shark
D.A. Davidson	Stephens Inc
Daiwa Capital Markets	Stifel Nicolaus
FHN Financial	StoneX Group Inc
Goldman Sachs & Co.	TD Securities
Great Pacific	TRUIST Securities Inc
Hilltop Securities	UBS Financial
Huntington Bank	UMB Financial Services
InspereX	U.S Bancorp Investments
Jane Street	Wells Fargo
Jefferies	
JPMorgan Securities	
Keybanc Capital Markets	
Loop Capital Markets	
MarketAxess Corporation	
Mizuho Securities	

CITY OF SAN ANGELO DEVELOPMENT CORPORATION
INVESTMENT POLICY, STRATEGY AND BROKER/DEALER LIST
2025

It is the policy of the City of San Angelo Development Corporation (the "COSADC") to invest its funds in a manner which will provide the highest reasonable market return within security guidelines while meeting the demands of the COSADC and conforming to all state and local statutes governing the investment of public funds.

This policy satisfies the requirement of the Public Funds Investment Act (the "Act"), Texas Government Code 2256, which requires the creation and annual adoption of a written investment policy.

Section One: Scope

This investment policy applies to all the financial assets of the COSADC.

Section Two: Investment Objectives and Standard of Care

The objectives of the COSADC's investment program shall be, in order of priority, safety, liquidity and yield. Safety of principal shall be the foremost objective of the COSADC's investment program. Investment transactions shall seek to ensure that capital losses are avoided, whether they are from securities, defaults, or erosion of market value. The portfolio shall be managed with the objective of obtaining a reasonable market yield.

The standard of prudence to be used by investment officers shall be the *prudent person standard* and shall be applied in the context of managing the overall portfolio. Investments shall be made with judgment and care under circumstances then prevailing which a person of prudence, discretion and intelligence would exercise in the management of his/her own affairs with consideration given to the probable safety of capital as well as the probable income to be derived. Investments shall not be made for speculative purposes.

Section Three: Investment Strategy

The COSADC funds shall recognize cash flow needs and adopt a pro-active yet conservative portfolio strategy. The total portfolio will maintain a maximum weighted average maturity of two (2) years which is based on the cash requirements of the COSADC. The long-term nature of some projects of the COSADC will allow a maximum maturity of five (5) years.

The COSADC investment portfolio shall be diversified for safety and shall consist of a variety of securities and maturities. To meet Policy objectives, securities will be of the highest credit quality and marketability. The portfolio's objectives can be attained by utilization of high credit quality securities and a structure based on cash flow needs in the short and intermediate term.

It is the intent of the COSADC to hold purchased securities to maturity. However, under conditions defined and procedures approved by the Oversight Committee securities may be traded to capture capital gains and allow for reinvestment into the portfolio.

The investment officers, or designated investment advisors, will create a strategy to project the term for such investments and will invest based on market conditions, cash flow, and diversity in the portfolio.

Section Four: Authorized Investments

The COSADC fund shall invest only in those instruments authorized by the law of the State of Texas (Texas Government Code 2256, Public Funds Investment Act) as further limited by this policy.

(1) Depository certificates of deposit issued by state and national banks doing business in Texas that do not exceed two (2) years to maturity from date of issue.

(2) Obligations of the United States Government, its agencies and instrumentalities excluding mortgage-backed securities, not to exceed five (5) years to their stated maturity date.

(3) Fully collateralized repurchase agreements having a defined termination date not to exceed six (6) months, secured by obligations of the United States or its agencies and instrumentalities, collateralized at 102%, executed under a written repurchase agreement, with securities safe-kept with a third party selected or approved by the COSADC, and placed through a bank doing business in Texas or a primary government securities dealer.

(4) Local government investment pools which strive to maintain a \$1 net asset value and as defined by the Act, rated AAA, or its equivalent, as to investment quality by a nationally recognized credit rating agency. Investment in each pool must be specifically authorized by Resolution of the COSADC Board.

(5) AAA-rated, SEC registered money market mutual funds which strive to maintain a \$1 net asset value.

(6) General obligation and revenue bonds of states, agencies, counties, cities, and other political subdivisions of any state rated "A" or better or its equivalent by one nationally recognized rating agency and with a stated maturity not to exceed five (5) years.

(7) FDIC insured brokered certificate of deposit securities from banks in any US state, delivered versus payment to the COSADC's safekeeping depository, not to exceed one year to maturity. Before purchase, the Investment Officer or advisor must verify the FDIC status of the bank on www.fdic.gov to assure that bank is FDIC insured.

(8) Fully insured interest-bearing accounts of any bank doing business in Texas.

(9) A1/P1 domestic commercial paper with a maximum maturity of two-hundred seventy (270) days.

To provide diversification in the portfolio which reduces market and credit risk exposures, the following diversification parameters are established for the Portfolio. Diversification parameters must be met at the time of purchase although cash flows may change the percentages over time. Effort will be made to maintain the diversification guidelines through cyclical cash flow periods.

<u>Security Type</u>	<u>Max. % in Overall Portfolio</u>
Depository CDs	40 %
Per bank	10 %
US Treasuries	80 %
US Agencies & Instrumentalities	80 %
Repurchase Agreements	50 %
Constant Dollar LGIP	80 %
Ownership of the pool	10 %
Money Market Mutual Funds	75 %
Municipal and State Obligations	50 %
FDIC Brokered CDs	20 %
Commercial paper	20 %

Delivery versus Payment

All security transactions shall be purchased and settled "delivery versus payment". That is, the COSADC shall authorize release of its funds only after a purchased security has been received by its safekeeping agent.

Competitive Bidding Required

All investments shall be purchased or sold on a competitive basis with bids or offers from at least three authorized broker/dealers for the best yield and maturity. Offers of new issue agencies need not be competitively bid but must be made by COSADC authorized broker/dealers.

Loss of Rating

There is no requirement to liquidate investments that were authorized investments at the time of purchase. However, should a security that requires a minimum rating under state law not have that required rating, the investment officer shall take all prudent measures to liquidate the security.

Monitoring FDIC Coverage

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the COSADC based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Advisor shall immediately liquidate any brokered CD which places the COSADC above the FDIC insurance level.

Monitoring Credit Ratings

The Investment Officer or investment advisor shall monitor, on no less than a weekly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer or advisor shall notify the City and the COSADC Director, within three days of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available.

Section Five: Collateral and Safekeeping

As a public *corporation* the COSADC is not authorized by FDIC regulations to be pledged collateral for bank deposits. As such, all time and demand deposits shall be kept below the FDIC insurance coverage in any one institution.

Repurchase Agreements Owned Collateral

Collateral under a repurchase agreement is owned by the COSADC. It will be held by an independent third-party safekeeping agent approved by the COSADC under an executed master repurchase agreement. Collateral with a market value totaling 102% of the principal and accrued interest is required and the counterparty is responsible for the monitoring and maintaining of collateral and margins at all times.

Safekeeping

The laws of the State, this Policy, and prudent treasury management require that all securities be settled on a delivery versus payment basis and be held in safekeeping by an independent third-party financial institution approved by the COSADC.

Securities shall not be bought from the banking services bank to perfect delivery versus payment separation in the transaction.

All safekeeping arrangements shall be approved by the City and COSADC Board and an agreement of the terms executed in writing. The third-party safekeeping institution shall issue original safekeeping receipts to the COSADC listing each specific security, rate, description, maturity, cusip, ownership, and other pertinent information.

Section Six: Investment Officer Designation

The COSADC Board hereby designates the City authorized investment officers and investment adviser as investment officers for COSADC and grants them the authority to invest COSADC funds as outlined herein on a non-discretionary basis.

No person may engage in an investment transaction except as provided under the terms of this Policy. Any disbursement of COSADC funds for the purchase of investment instruments must bear the signature of an investment officer.

The investment officers will establish and submit written procedures for the operation of the

COSADC investment program consistent with this Investment Policy.

Officers, employees, and advisors involved in the investment process shall refrain from personal business activity that could conflict with proper and unbiased execution of the investment program or which could impair their ability to make impartial investment decisions. Any business or personal relationship shall be disclosed to the COSADC Board. If the relationship falls within the second degree of blood or marriage disclosure should also be sent to the Texas Ethics Commission.

Section Seven: Training

All officials designated as investment officers shall attend ten hours of training within twelve months of taking the position and eight hours in each succeeding two-year fiscal period (beginning on the first day of the fiscal year) relating to investment responsibilities. The training must include investment controls, security risks, strategy risks, market risks, portfolio diversification and compliance with the Act.

The training provider shall be an independent source approved by the City Investment Committee.

Section Eight: Investment Activity Reporting

Reporting for investments will be made in accordance with state law. Reports on investments are to be prepared and presented at least quarterly to the COSADC Board. Market values shall be obtained at least monthly from an independent source.

On a quarterly basis the investment officer, or investment adviser, shall prepare a series of detail and management level reports signed by the investment officers in accordance with the Act, disclosing at a minimum:

- 1) The investment activity for the previous quarter;
- 2) The book and market value of investments at the beginning and end of the quarter;
- 3) Assessments of the market value of each investment and change in market value;
- 4) Fully accrued interest and earnings for the period in accordance with GAAP;
- 5) The change in market value; and
- 6) Compliance with the Public Funds Investment Act and this Policy.

Section Nine: Audit

The COSADC independent auditor shall formally review the quarterly investment reports prepared in accordance with this Policy and applicable state statutes. The review shall be conducted annually, and the results of the review shall be reported to the COSADC Board. In addition, in conjunction with the annual audit the COSADC shall perform a compliance audit of management controls on investments and adherence to this Policy. Results of this audit will be reported to the Board.

Section Ten: Authorized Financial Institutions and Broker/Dealers

The Investment Officer will maintain a list of financial institutions and broker/dealers authorized

to do business with the COSADC. These firms will be selected according to creditworthiness and service. Brokers may include "primary dealers" or regional dealers that qualify under the SEC's Rule 15C3-1 (uniform net capital rule). All broker/dealers must provide the Investment Officer with:

Proof of Financial Industry Regulatory Authority (FINRA) registration,
Proof of registration with the Texas State Securities Commission, and
Completed COSADC questionnaire.

In accordance with the Public Funds Investment Act, a copy of the COSADC's Investment Policy shall be presented to any pool with which COSADC has become a participant. The pool must execute a written certificate in a form acceptable to the COSADC that they have (1) reviewed the Investment Policy and (2) acknowledged that they have implemented reasonable procedures and controls to preclude investment transactions conducted between the COSADC and the firm which are not authorized by the Policy.

The City Investment Committee will at least annually review, revise, and adopt a list of authorized brokers authorized to engage in investment transactions.

Section Eleven: Policy Adoption and Revisions

The COSADC Board will review the Investment Policy not less than annually and adopt a resolution stating that the Policy and incorporated strategies have been reviewed and including all changes to the Policy. This Policy may be amended only by action of the COSADC Board.

The COSADC Board and City Investment Oversight Committee are authorized to recommend revisions to the Policy to the COSADC Board whenever such revisions are necessary and prudent due to changes in State Law, the needs of the COSADC, or the economy and market opportunities. All changes to the Policy must be reviewed and adopted by the COSADC Board before any changes are made in the investment process.

ADOPTED on this the _____ day of _____, 2025

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

Approved as to Content:

Tina Dierschke, Finance Director

Approved as to Form:

Brandon Dyson, Interim City Attorney

ADDENDUM A

By adoption of this Investment Policy, the following associations and organizations are approved for Investment Officer training:

- Texas Municipal League
- Government Finance Officers Association of Texas
- Government Treasurers Organization of Texas

ADDENDUM B

Authorized Broker/Dealer List

The authorized broker/dealer list for City of San Angelo Development Corporation is shown below. Each of these firms, and the individual covering the account, are sent the current COSADC Investment Policy.

The Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the Board. Meeder Public Funds maintains the brokerage compliance files for the COSADC.

When any material changes are made to the Investment Policy the new Policy is sent out to all broker/dealers.

The broker/dealers for the City of San Angelo Development Corporation are:

Academy Securities	Moreton Capital Markets
Arbor Research & Trading, LLC	Morgan Stanley
Bank of America/Merrill Lynch	Multi-Bank Securities
Barclays Capital Inc.	Oppenheimer
Blaylock Van, LLC	Piper Sandler & Co
BMO Capital Markets	PNC Capital Markets LLC
BNY Capital Markets	Raymond James
BOK Financial	RBC Securities
Brean Capital	Rice Financial
Cantor Fitzgerald & Co.	Robert W. Bird
CastleOak Securities	Santander US Capital Markets
Citigroup Global Markets Inc	Siebert Williams Shark
D.A. Davidson	Stephens Inc
Daiwa Capital Markets	Stifel Nicolaus
FHN Financial	StoneX Group Inc
Goldman Sachs & Co.	TD Securities
Great Pacific	TRUIST Securities Inc
Hilltop Securities	UBS Financial
Huntington Bank	UMB Financial Services
InspereX	U.S Bancorp Investments
Jane Street	Wells Fargo
Jefferies	
JPMorgan Securities	
Keybank Capital Markets	
Loop Capital Markets	
MarketAxess Corporation	
Mizuho Securities	

RESOLUTION # _____

**A RESOLUTION ADOPTING THE CITY OF SAN ANGELO
INVESTMENT POLICY AND INVESTMENT STRATEGY**

WHEREAS, the Public Funds Investment Act codified in the Texas Government Code Chapter 2256 governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a), as amended, requires the City to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the governing body to review and adopt that investment policy and investment strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, the City Council has reviewed the City Policy and decided to make the following changes:

<u>Section</u>	<u>Change</u>
Section (6)	Removed Cash and Debt Analyst.
Section (6)	Added Treasury Analyst.
Addendum B	Added Arbor Research & Trading LLC, Citigroup Global Markets Inc., Jane Street, and U.S. Bancorp Investments.

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

That the City has complied with the requirements of the Public Funds Investment Act and the City's Investment Policy and adopts the Investment Policy and Investment Strategy, with the changes as shown, as the Investment Policy and Strategy of the City effective the date of this resolution.

ADOPTED this the 4th day of February 2025.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Tina Dierschke, Finance Director

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

RESOLUTION # _____

**A RESOLUTION ADOPTING THE LAKE NASWORTHY
INVESTMENT POLICY AND INVESTMENT STRATEGY**

WHEREAS, the Public Funds Investment Act codified in the Texas Government Code Chapter 2256 governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a), as amended, requires the City to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the governing body to review and adopt that investment policy and investment strategies by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, the City Council has reviewed the Lake Nasworthy Investment Policy and decided to make the following changes:

<u>Section</u>	<u>Change</u>
Section (5)	Removed Cash and Debt Analyst.
Section (5)	Added Treasury Analyst.
Addendum B	Added Arbor Research & Trading LLC, Citigroup Global Markets Inc., Jane Street, and U.S. Bancorp Investments.

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

That the City has complied with the requirements of the Public Funds Investment Act and the City's Investment Policy and adopts the Investment Policy and Investment Strategy, with the changes as shown, as the Investment Policy and Strategy of Lake Nasworthy effective the date of this resolution.

ADOPTED this the 4th day of February 2025.

THE CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Tina Dierschke, Finance Director

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

RESOLUTION # _____

**A RESOLUTION ADOPTING THE DEVELOPMENT CORPORATION INVESTMENT POLICY,
INVESTMENT STRATEGY AND AUTHORIZED BROKER/DEALERS**

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a) requires the Development Corporation to adopt an investment policy and investment strategy by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the Board to review and adopt that investment policy and investment strategy by rule, order, ordinance or resolution not less than annually, recording any changes made thereto; and

WHEREAS, the Public Funds Investment Act (Section 2256.025) requires that the Corporation annually review, revise and adopt a list of qualified broker/dealers authorized to engage in investment transactions with the Corporation, and

WHEREAS, the Corporation Board has reviewed the Investment Policy and decided to make the following changes:

<u>Section</u>	<u>Change</u>
Addendum B	Added Arbor Research & Trading LLC, Citigroup Global Markets Inc., Jane Street, and U.S. Bancorp Investments.

WHEREAS, The Corporation Board reviewed and approved the Investment Policy, and above changes thereto, at its regular meeting on January 22, 2025.

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

That the Corporation has complied with the requirements of the Public Funds Investment Act and the Investment Policy and adopts the Investment Policy and Investment Strategy, with the list of broker/dealers, as the Investment Policy and Strategy of the Corporation effective the date of this resolution.

ADOPTED this the 4th day of February 2025.

CITY OF SAN ANGELO, TEXAS:

Brenda Gunter, Mayor

ATTEST:

Heather Stastny, City Clerk

APPROVED AS TO CONTENT:

Tina Dierschke, Finance Director

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Morgan Chegwiddden, Assistant Director of Neighborhood Services, Neighborhood and Family Services

Meeting Date: February 4, 2025

Item type: Regular Item

Caption:

Consider resolutions of general support for construction of affordable housing projects as part of the 2025 annual Low Income Housing Tax Credit (LIHTC) program for:

1. Concho Vista Residences - located at the corner of West 33rd St. and N. Bryant Blvd.
2. The Commons at San Angelo - located at the corner of College Hills Blvd. and West 306 Loop
3. The Madelyn - located at 4125 Ben Ficklin Rd. (Presentation made by Interim Neighborhood & Family Services Director Morgan Chegwiddden)

Staff Recommendation:

Approve

Summary/History:

Each year, the Texas Department of Housing and Community Affairs (TDHCA) makes funding available for single and multi-family rental construction projects through a very competitive project selection process. A resolution of support from the city helps projects score higher on the state's scoring process. This year there are three (3) separate projects by the same developer, Trinity Housing Development Texas, LLC competing for funding and staff is requesting approval of resolutions of support for both projects in order for each to gain the most points possible. The proposed projects are as follows:

Concho Vista Residences - located at the corner of West 33rd Street and North Bryant Boulevard.

The Commons at San Angelo - located at the corner of College Hills Boulevard and West 306 Loop.

The Madelyn - located at 4125 Ben Ficklin Road.

While only three projects in our area which includes Odessa and Midland will be awarded tax credits, staff supports all three affordable housing projects.

Funding Source(s):

Financial Impact:

No impact to the City's budget.

Other Information/Recommendation:

Staff recommends approval of resolutions of general support for both LIHTC projects.

Attachments:

- | | | |
|----|---|--|
| 1. | Resolution of support Concho Final | http://W5DG70RZ0D1ML1v Resolution of support Concho Final.docx |
| 2. | Resolution of support The Comm
Final | http://VWNJZQY30D1DHOv Resolution of support The Comm
Final.docx |
| 3. | RST The Madelyn Final | RST The Madelyn Final.docx |

Presentation:

Morgan Chegwidden

Approvals/Reviews:

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

RESOLUTION # _____

**RESOLUTION SUPPORTING THE PROPOSED CONCHO VISTA
RESIDENCES AND CONFIRMING THAT UPON SUCCESSFUL AWARD OF
2025 COMPETITIVE 9% HOUSING TAX CREDITS THE CITY WILL REDUCED
FEES**

WHEREAS, Green Mills Group, LLC has proposed the location situated near the intersection of West 33rd Street and North Bryant Boulevard named Concho Vista Residences in the City of San Angelo, Tom Green County; and

WHEREAS, Green Mills Group, LLC has communicated that it intends to apply to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for Concho Vista Residences.

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

Section 1: The City of San Angelo, acting through its governing body, hereby confirms that it **supports** the proposed development known as Concho Vista Residences located the intersection of West 33rd Street and North Bryant Boulevard and that this formal action has been taken to put on record the opinion expressed by the City of San Angelo on December 19, 2024; and

Section 2: The City of San Angelo, acting through its governing body, hereby confirms that, upon successful award of 2025 Competitive 9% Housing Tax Credit, the City of San Angelo will provide a reduced fee for the benefit of Concho Vista Residences in the amount of \$ 500.00; and

Section 3: For and on behalf of the Governing Body, Heather Stastny, City Clerk is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Section 4: This Resolution shall become effective immediately upon its passage.

ADOPTED this 4th day of February 2025.

ATTEST:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

Approved as to form:

Brandon Dyson, Interim City Attorney

RESOLUTION # _____

**RESOLUTION SUPPORTING THE PROPOSED RESIDENCE AT THE
COMMONS AT SAN ANGELO AND CONFIRMING THAT UPON SUCCESSFUL
AWARD OF 2025 COMPETITIVE 9% HOUSING TAX CREDITS THE CITY
WILL REDUCED FEES**

WHEREAS, The Commons at San Angelo, LP has proposed the location situated near the intersection of College Hills Boulevard and West 306 Loop named The Commons at San Angelo in the City of San Angelo, Tom Green County; and

WHEREAS, The Commons at San Angelo, LP has communicated that it intends to apply to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for The Commons at San Angelo.

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

Section 1: The City of San Angelo, acting through its governing body, hereby confirms that it ~~supports~~ the proposed development known as The Commons at San Angelo, located at the intersection of College Hills Boulevard and West 306 Loop and that this formal action has been taken to put on record the opinion expressed by the City of San Angelo on December 19, 2024; and

Section 2: The City of San Angelo, acting through its governing body, hereby confirms that, upon successful award of 2025 Competitive 9% Housing Tax Credit, the City of San Angelo will provide a reduced fee for the benefit of The Commons at San Angelo development in the amount of \$ 500.00; and

Section 3: For and on behalf of the Governing Body, Heather Stastny, City Clerk is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Section 4: This Resolution shall become effective immediately upon its passage.

ADOPTED this 4th day of February 2025.

ATTEST:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

Approved as to form:

Brandon Dyson, Interim City Attorney

RESOLUTION # _____

**RESOLUTION SUPPORTING THE PROPOSED THE MADELYN AND
CONFIRMING THAT UPON SUCCESSFUL AWARD OF 2025 COMPETITIVE
9% HOUSING TAX CREDITS THE CITY WILL REDUCED FEES**

WHEREAS, RST The Madelyn, LP has proposed rehabilitation and new construction of the development currently known as Bella Vista Apartments at 4125 Ben Ficklin Road in the City of San Angelo, Tom Green County; and

WHEREAS, RST The Madelyn, LP has communicated that it intends to apply to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for RST The Madelyn, LP.

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

Section 1: The City of San Angelo acting through its governing body, hereby confirms that it supports the proposed development known as The Madelyn located at 4125 Ben Ficklin Road and that this formal action has been taken to put on record the opinion expressed by the City of San Angelo on January 16, 2025; and

Section 2: The City of San Angelo, acting through its governing body, hereby confirms that, upon successful award of 2025 Competitive 9% Housing Tax Credits, City of San Angelo will provide a reduced fee for the benefit of RST The Madelyn, LP in the amount of \$500.00; and

Section 3: For and on behalf of the Governing Body, Heather Stastny, City Clerk is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Section 4: This Resolution shall become effective immediately upon its passage.

ADOPTED this 4th day of February 2025.

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: Heather Stastny, City Clerk, City Clerk

Meeting Date: February 4, 2025

Item type: Regular Item

Caption:

Consider calling and ordering the May 3, 2025 elections, authorizing the City Manager to negotiate and execute an agreement for election services and providing for the holding of a joint election to be administered by the Tom Green County Election Administration for:

1. a resolution calling the General Election for Mayor, and Council Members for Single Member Districts 2, 4, and 6
2. an ordinance calling for a Bond Election for improvements to the City's Coliseum (Presentation made by City Clerk Heather Stastny and Finance Director Tina Dierschke)

Staff Recommendation:

Adopt

Summary/History:

The ordering of the General Election is a routine action required by the Election Code 3.005(a) to set the date of the election, possible runoff date, and establish polling locations for early voting with a reference to election day polling location. The General Election will be conducted to fill four-year terms for Mayor, and Council Members for Single Member Districts 2, 4, and 6.

City Council will also discuss and consider a proposition for the ballot to include:

Proposition A:

The issuance of bonds in the amount of \$41,000,000 for the City's Coliseum and the levy of taxes sufficient to pay the principal of and interest on the bonds.

The issuance of these bonds would allow the City to fund improvements at the Coliseum and Fairgrounds.

The election May 3, 2025 will be administered by the Tom Green County Election Office with several other Local Political Subdivisions also contracting with TGC for election services on the same day. This has proven to be the most efficient method of conducting elections and is in the best interest of the taxpayers of the City of San Angelo.

Funding Source(s):

Financial Impact:

Election expenses are shared with the other participating entities. Staff negotiated and executed an Interlocal Agreement with Tom Green County for this and subsequent elections until 2032. The master agreement outlines that the Elections Administrator will continue to hold elections for the municipality as needed. The historical cost for previous elections has varied over the years, and is dependent on how many polling locations are necessary, how many entities share the cost, and whether a runoff election is necessary.

Other Information/Recommendation:

Attachments:

- | | | |
|----|--|---|
| 1. | TGC Joint Election Contract DRAFT | TGC Joint Election Contract DRAFT.doc |
| 2. | DRAFT Resolution Ordering Election - May 3, 2025 | DRAFT Resolution Ordering Election - May 3, 2025.docx |
| 3. | Draft Ordinance - Bond Election | Draft Ordinance - Bond Election.docx |

Presentation:

Heather Stastny, Tina Dierschke

Approvals/Reviews:

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

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF
TOM GREEN COUNTY, TEXAS
AND
CITY OF SAN ANGELO
FOR THE MAY 3, 2025
GENERAL ELECTION

THIS CONTRACT is made and entered into by and between, Vona Hudson, the Elections Administrator of Tom Green County, Texas, hereinafter referred to as "Contracting Officer," and the Local Political Subdivision, CITY OF SAN ANGELO, hereinafter referred to as "the LPS." This Contract is made pursuant to Tex. Elec. Code § 31.092 for the conduct and supervision of the Parties' general and/or special elections called during the calendar year 2025 (hereinafter "Joint Elections"). The Parties join with any such other governmental units as are eligible and desire to conduct a joint election, as may be expressed by Order, Resolution, or other official action of each of the governmental units. In the case of a political subdivision that is a school district, a joint election will be conducted with one or more municipalities, and/or with Tom Green County, in compliance with the requirements for school districts as set forth in Tex. Educ. Code § 11.0581.

In consideration of the mutual covenants and promises hereinafter set forth, the parties to this contract agree to the following with regard to coordination, supervision, and conducting of the LPS's May 3, 2025 General Election ("the election").

I. RESPONSIBILITIES OF CONTRACTING OFFICER.

The Contracting Officer shall be responsible for performing the following **services** and furnishing the following materials and equipment in connection with the election:

A. *Nomination of Presiding Judges and Alternate Judges.* Within 45 days after the last party signs this contract, the Contracting Officer shall submit to the LPS for approval by its governing body a proposed list of presiding election judges ("presiding judges") and alternate presiding judges ("alternate judges") for each of the LPS's Election Day polling locations shown on Exhibit H attached hereto and made part of this contract, a proposed person to serve as presiding judge of the Early Voting Ballot Board (EVBB), and two proposed persons to serve as presiding judge and alternate judge of the central counting station on Election Day. Such proposed presiding judges and alternate judges shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code. The proposed EVBB presiding judge and the proposed central counting station presiding judge shall meet the eligibility requirements in, respectively, Sections 87.003 and 127.005(b) and Subchapter C of Chapter 32 of the Texas Election Code.

B. *Notification to Presiding Judges and Alternate Judges; Appointment of Clerks.*

1. Following the appointment of the Presiding Judges and Alternate Judges by the governing body of the LPS, in accordance with Section 32.009 of the Texas Election Code, the Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements for election workers, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election

Code, the presiding judge shall make reasonable efforts to appoint a sufficient number of election clerks who are fluent in both English and Spanish to serve the needs of the Spanish-speaking voters of the precinct. If the number of elections clerks appointed is insufficient to serve the needs of the Spanish-speaking voters in the election, the governing body of the LPS shall appoint at least one clerk who is fluent in both English and Spanish to serve at a central location to provide assistance for Spanish-speaking voters. On a primary election day, the county chairs of each party holding a primary shall each appoint one clerk. [TEC Sec. 272.009 (a) (b)]

3. The Contracting Officer shall prepare writs of election to the presiding judges in accordance with Section 4.007 of the Texas Election Code to be signed by the presiding officer of the LPS's governing body or the presiding authority of the Contracting Officer's governing body. The writs of election shall be delivered to the presiding judges no later than fifteenth day before Election Day.

4. Following their appointment by the governing body of the LPS, the Contracting Officer shall notify the presiding judges of the EVBB and the central counting station of their respective appointments. The notification will also include the time and place on Election Day to which they should report, the date of the election school for them, the eligibility requirements, the rate of compensation, the number of clerks they are entitled to appoint (2-4 for the EVBB and one for the central counting station), and the names of potential clerks.

C. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will either be paid by the Contracting Officer and reimbursed to her/him by the LPS or the LPS will pay such cost directly to the third persons, as agreed by the parties at the time the services and supplies are ordered.

D. Election School(s). In accordance with Sections 32.111 and 125.009, of the Texas Election Code, the Contracting Officer shall be responsible for conducting (or for having third parties conduct) one or more, in her/his discretion, election schools to train the presiding judges, alternate judges, election clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, maintaining order in the polling location, and provisional voting. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. The Contracting Officer may develop and distribute a training DVD to poll workers in lieu of a training school. Poll workers who utilize the DVD for training shall be required to pass a test developed by the Contracting Officer. Additionally, Contracting Officer may offer the poll worker the option of completing the Secretary of State's online poll worker training in lieu of attending training classes. The LPS understands that the Contracting Officer cannot guarantee that the judges, clerks, or deputies attend an election school. The LPS may appropriate funds to compensate its election workers for attending training at an hourly rate not to exceed the maximum rate paid for services at a polling place and/or pay the expenses of conducting the programs. LPS may consider paying poll worker a stipend of \$15.00 per election, regardless of the number of training classes the poll worker may attend. The Contracting Officer and the **LPS agree that election workers X will be paid (Hourly rate _____ or ✓ by stipend) / _____** will not be paid for attendance at the election school(s). Contracting Officer reserves the right to pay poll workers for attending training at the rate set by Tom Green County Commissioner's Court and the LPS shall reimburse Contracting Officer for that expense.

E. Publication/Posting of Election Notice. Except as otherwise provided by law, the following authority shall give notice of an election:

1. the county judge of each county wholly or partly in the territory covered by the election, for an election ordered by the governor;

2. the presiding officer of the governing body of a political subdivision, for an election ordered by the presiding officer or the governing body; and
3. the authority ordering the election, for an election ordered by any other authority.

[TEC Sec. 4.002]

F. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to each presiding judge (or the election worker designated by the presiding judge) for use at the polling location on Election Day (and to the Early Voting clerks during Early Voting) the following consumable election supplies: election kits from third-party vendors or the equivalent (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; tape; markers; paper clips; seals; sample ballots; white envelopes; manila envelopes; thermal paper rolls for use in the Voting Equipment; and all consumable-type office supplies necessary to hold an election. If necessary, the Contracting Officer may purchase additional or make additional copies of election forms, including sample ballots and combination poll lists/signature rosters.

G. Registered Voter List. The Contracting Officer shall obtain from the Voter Registrar, or Voter Registrars, if the territory of the LPS extends into more than one county, a list or lists of registered voters in the LPS territory not covered in the county in which this contract is made and that is required for use on Election Day and for the early voting period required by law, after such lists are requested by the LPS.

H. Election Equipment.

1. The Contracting Officer shall use the voting system currently used by the Contracting Officer for the election. This voting system is variously referred to throughout this contract as “the voting system” or “the voting equipment,” and may include the equipment referred to as “DUO(s)”, “Controller(s)”, “Scanner(s)” and “DUO GO’s.” The Early Voting locations and the Election Day polling places shall have at least one voting machine that is accessible to disabled voters.

2. The Contracting Officer or her/his designee shall program the ballot for the voting system (as well as for the mail ballots) based on the information provided by the LPS in Exhibit F, including names of the candidates, names of the offices sought, order of names on the ballot, and the English and Spanish translation of the offices and any propositions. The LPS shall reimburse the Contracting Officer for the cost of such programming. The Contracting Officer will provide sufficient time to the LPS to review and approve the ballot before it is finalized provided Exhibit F is received in sufficient time to approve the ballot and meet the deadline for mailing absentee ballots. LPS shall approve the ballot in writing.

3. The Contracting Officer or her/his designee shall prepare the Controllers, Scanners and/or DUOs for Early Voting and for Election Day, including sealing them, and distribute the appropriate voting equipment to the presiding judge (or the election worker designated by her/him) who picks up the election supplies under paragraph F above. The equipment (along with the election supplies, election records, and unused election supplies under paragraph G above) shall be returned to the Contracting Officer at the conclusion of the election by the presiding judge (or the election worker designated by her/him).

4. At her/his option, the Contracting Officer may have the election supplies and voting equipment transported to the Election Day polling locations and picked up at the polling locations after the polls close on Election Night.

5. At his/her option, the Contracting Officer may have election supplies and voting equipment transported to Early Voting Branch Locations, when utilized. Such supplies and equipment will be picked up the day after the end of early voting.

I. Logic and Accuracy Testing. In advance of Early Voting (including the sending out of any mail ballots), the Contracting Officer (along with the tabulation supervisor, the presiding and alternate judges of the central counting station, and two members of the EVBB, if possible) shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Secretary of State. The

Contracting Officer shall also cause the publication of any required notice of such testing. The LPS shall reimburse the Contracting Officer for the cost of such testing and notice.

J. Early Voting. In accordance with Sections 31.096 and 31.097(b) of the Texas Election Code, the Contracting Officer shall serve as Early Voting Clerk for the election. The Contracting Officer shall conduct Early Voting at her/his main office. LPS ✓ **authorizes** _____ does not authorize Contracting Officer to conduct Early Voting at branch office(s) if required. Said branch office(s) are listed in Exhibit A.

1. The Contracting Officer shall supervise and conduct Early Voting by mail and personal appearance and shall hire the personnel needed to serve as Early Voting deputies at any Early Voting location.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit A, attached hereto and made part of this contract. The Contracting Officer shall ensure that the Early Voting polling locations are set up for early voting and have the necessary tables, chairs, and voting equipment.

3. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her/his deputies. Any requests for early voting ballots to be voted by mail received by the LPS shall be forwarded immediately to the Tom Green County Election Administrator for processing.

4. All Early Voting ballots cast by mail shall be secured and maintained by the Contracting Officer and delivered by her/him or her/his deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the central counting station on (Date scheduled by Early Voting Ballot Board Judge).

K. Election Day Polling Locations. The Election Day polling locations are as set forth in Exhibit B. The Contracting Officer shall arrange for the use of the Election Day polling places and shall arrange for the setting up of the polling locations for Election Day, including ensuring that they have the necessary tables, chairs, and voting equipment.

L. Counting the Votes. The Contracting Officer shall count the votes in accordance with Chapter 127 of the Texas Election Code. The Contracting Officer shall serve as the central counting station manager and her/his chief appointed representative shall serve as the tabulation supervisor.

M. Election Reports. The Contracting Officer shall prepare the unofficial tabulation of precinct election results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of early voting results shall be made available to the LPS as soon as they are prepared but no earlier than 7:05 pm or the time by which all polling locations close on Election Day. The unofficial tabulation of Election Day precinct results shall be made available to the LPS as soon as they are prepared.

N. Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code. The Contracting Officer will verify the provisional voting affidavits after the Election so that they may provide factual information on the provisional voter's status. The Contracting Officer will reconvene the EVBB within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB shall review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such shall be counted and to resolve any issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Contracting Officer shall tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS.

O. Custodian of Election Records. After completion of the unofficial tabulation of precinct results, the Contracting Officer shall distribute the election records to the LPS Secretary, except for those records that must be distributed in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots and any backups of electronic systems used and shall preserve them in accordance with Chapter 66 of the Texas Election Code and

other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the electronic equipment.

P. Recount.

1. If required by law, the Contracting Officer shall have performed a partial count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code and a recount in accordance with section 129.001 of the Texas Election Code. The LPS shall reimburse the Contracting Officer for the cost of such count and recount.

2. If a recount is required in accordance with Title 13 of the Texas Election Code, the Contracting Officer shall conduct such recount and the terms of this contract shall govern such recount. The cost of any such recount is not included in the estimate set forth in Exhibit C, which is attached hereto and made a part of this contract.

Q. Precinct Reports to the Texas Secretary of State. The Contracting Officer shall have no responsibility for the filing of precinct reports with the Texas Secretary of State.

II. RESPONSIBILITIES OF THE LPS. The LPS shall assume the following responsibilities:

A. Adopting a Voting System. Under Section 123.001 of the Texas Election Code, the LPS must adopt the voting system that will be used in the election.

B. Establishing a Central Counting Station. Under Section 127.001 of the Texas Election Code, the LPS must establish a central counting station at the main office of the Contracting Officer for counting the ballots.

C. Appointment of Presiding Judges and Alternate Judges. Promptly after receiving the proposed lists of presiding judges and alternate judges from the Contracting Officer, and within such time so as not to impede the orderly conduct of the election, under Sections 32.005, 87.002, and 127.005 of the Texas Election Code, the LPS shall appoint and/or approve/ratify the presiding judges and alternate judges for the Election Day polling locations, the EVBB, and the central counting station from the proposed lists.

The LPS may appoint as presiding judges and alternate judges, persons other than those on the proposed list, but acknowledges that such persons must be willing to take all necessary training with respect to the voting equipment. If from other sources, the LPS shall ensure that the appointees meet, as appropriate, the eligibility requirements in Subchapter C of Chapter 32 and Sections 87.003 and 127.005(b) of the Texas Election Code. Within five days after appointing presiding judges and alternate judges other than those on the list, the LPS shall provide a list of the appointments to the Contracting Officer. The LPS shall be responsible for any additional expenses incurred by using persons appointed via other sources.

D. Assistance in Providing Bilingual Clerks. In compliance with Section 272.009 of the Texas Election Code and Section I, B. 2. of this contract, and in the event the Contracting Officer is unable to find enough bilingual volunteers, the LPS shall, at its cost, have available at a central location one election clerk who is fluent in both English and Spanish to provide assistance to Spanish-speaking voters, if the election judges advise the Contracting Officer that they are unable to find bilingual election clerks and the Contracting Officer so advises the LPS. The LPS will make every effort to provide the names and telephone numbers of potential bilingual election clerks to the Contracting Officer.

E. Appointment of Early Voting Clerk. The LPS hereby appoints the Contracting Officer to serve as the Early Voting Clerk for the election and authorizes him/her to conduct Early Voting at the main office and at branch locations, if used, listed in Exhibit A.

F. Appointment of Central Counting Station Manager and Tabulation Supervisor. The LPS hereby appoints the Contracting Officer to serve as the Central Counting Station Manager and her/his appointee to serve as the tabulation supervisor.

G. Applications for Mail Ballots. The LPS shall date stamp and then immediately forward to the Contracting Officer all applications for mail ballots, if any, that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

H. Election Orders and Canvass. The LPS shall prepare the election order, election notice, resolutions, official canvass, precinct return, and other pertinent election documents for adoption by the appropriate officer or governing body of the LPS. The LPS is responsible for ensuring that all necessary documents are in both English and Spanish and in compliance with state and federal laws, rules, regulations and orders.

I. Election Notice. The LPS shall be responsible for posting the notice if required under Section 4.003(b) of the Texas Election Code and shall provide copies of such to the Contracting Officer.

J. Map. If requested by the Contracting Officer, the LPS shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format within such time as to enable the Contracting Officer to ensure that current voter registration lists are prepared in time for the processing of early voting by mail.

K. Ballot Information. By February 24, 2025, the LPS shall provide the Contracting Officer with the office names, including place designations, in English with Spanish translations, the names of the candidates as the names are to appear on the ballot as well as the order in which the names are to appear under each office, and the English and Spanish translations of any propositions that are to appear on the ballot, as well as the order of any such propositions on the ballot. LPS shall provide this information by completing Exhibit F. When necessary, LPS may provide the information by attaching a form with the information and which provides the Contracting Officer with the required language and information to program the ballot. The LPS shall promptly review and approve the final ballot for correctness when requested by the Contracting Officer to do so prior to finalization.

L. Promotion and Information About the Election. The LPS assumes the responsibility of providing information about the candidates and propositions, if any, in the election and of promoting the schedules for Early Voting and Election Day. The Contracting Officer shall have no responsibility for this.

M. Recount. If the LPS or its canvassing authority receives a recount petition, it shall immediately notify the Contracting Officer of such recount petition and provide the Contracting Officer with a copy of the petition.

N. Precinct Reports to the Texas Secretary of State. The LPS is responsible for filing all required precinct reports with the Texas Secretary of State.

III. ELECTION WORKERS

A. Number of Election Workers at Election Day Polling Locations. It is agreed by the Contracting Officer and the LPS that there shall be a minimum of three election workers at each Election Day polling location. The workers shall consist of the presiding judge, alternate judge, and one election clerk appointed by the presiding judge. The parties may agree to increase the number of workers if the poll is of a historically high voter turnout or as determined by utilizing the formula prescribed by the Secretary of State (Exhibit G). This must be done no later than the 46th day before the Election.

B. Number of Early Voting Deputies. The Contracting Officer may appoint the appropriate number of deputies to work any Early Voting location.

C. Number of EVBB Members. It is agreed by the Contracting Officer and the LPS that the EVBB shall consist of three to five members: a presiding judge and two or four clerks appointed by the presiding judge and/or the Contracting Officer.

D. Presiding Judge of the Central Counting Station. It is agreed by the Contracting Officer and the LPS that there shall be a presiding judge and an alternate judge appointed for the central counting station.

E. Compensation to be Paid to Presiding Judges, Alternate Judges, and Election Clerks. The Contracting Officer and the LPS agree that the presiding judges, alternate judges, election clerks, and early voting deputies shall be paid for the hours actually worked at the polling location or at the central counting station in the case of the EVBB and the presiding judge, alternate judge, and clerks of the central counting station. Rate of pay will be the rate set by the Commissioner's Court. Unless otherwise stated, Contracting Officer shall be responsible for disbursing checks for payment to election personnel. LPS shall reimburse Contracting Officer for the costs incurred.

F. Delivery Fee. The election worker who picks up the election supplies and voting equipment the day before the election and who returns them after the polls close on Election Day will be paid a delivery fee of \$ 25.00 or as prescribed. This fee may be split in the event that a different election worker picks up the election supplies and voting equipment than returns them or if two people return the supplies. In the event that the Contracting Officer and her/his staff delivers and sets up the election supplies and voting equipment to the polling location, and an election worker returns them, said election worker will be entitled to only one-half of the delivery fee. In the event that the Contracting Officer and her/his staff deliver, set up, breakdown, and pickup from the polling location all of the election supplies and voting equipment, no delivery fee will be paid to the election workers. LPS is subject to a delivery fee for any delivery to the polls by the Contracting Officer and her/his staff.

G. Pickup of the Election Supplies and Voting Equipment. In the event the Contracting Officer does not deliver the election supplies and voting equipment to the polling location, the Contracting Officer shall have the election supplies and the voting equipment ready to be picked up by the presiding judge, or the designee of the presiding judge, at 113 W. Beauregard, San Angelo, Tom Green County, Texas dock area on May 2, 2025, during the hours designated by the Contracting Officer. Contracting Officer shall notify the presiding judge of the time supplies will be ready.

H. Election Schools. All election workers will attend one or more election schools, as required by the Contracting Officer, on the operation of the voting system, the qualifying of voters, provisional voting, maintaining order in the polling place, and completing the paperwork required in an election. If an election worker declines to attend such election school(s), the Contracting Officer may replace that worker with another one, subject to the approval of the LPS, unless Section 32.007 of the Texas Election Code applies. Should an election worker be appointed under Section 32.007, every effort will be made by Contracting Officer to work with said election worker to inform him/her of any information they will need in order to work in said election. Contracting Officer reserves the right to reduce the rate of pay, at a rate of \$.50 per hour, of any poll worker who does not attend any training for an election.

IV. PAYMENT

A. Reimbursable Costs and Expenses. In accordance with Section 31.100(b) of the Texas Election Code, the LPS shall pay the Contracting Officer for the actual expenses she/he incurs directly attributable to the election, including without limitation, the following: supply costs, newspaper notice publication expenses, wages, salaries and benefits of Early Voting deputies, wages, salaries and benefits of Election Day polling place workers, wages, salaries and benefits of members of the EVBB, wages, salaries and benefits of Central Counting Station presiding and alternate judge and clerks, the cost of the hours spent programming the ballot and the cost of preparing and conducting the Logic and Accuracy (L&A) Testing, a "per election" user fee (per attached Exhibit D) for each DUO, Scanner and Controller placed in service at each Election Day polling location and Early Voting polling location, a "per election" user fee (per attached Exhibit E) for each Early Voting Ballot Carrier and Election Supply Carrier, a "per election" user fee (per attached Exhibit E) for each Laptop with attachments, the cost of transportation of the voting equipment to the polling location(s) (Election Day and Early Voting) and from the polling location(s) to the Central Counting Station, and the cost of Election Day technical support, tabulation, and production of unofficial reports.

B. Administrative Fee. In accordance with Section 31.100(d) of the Texas Election Code, the LPS shall pay the Contracting Officer an administrative fee in the amount of 10% of the total cost of the contract (but not less than \$150.00) to cover the services performed by the Contracting Officer and her/his staff.

C. Billing.

1. As soon as reasonably possible after the election, the Contracting Officer will submit an itemized invoice to the LPS for (1) actual costs and expenses directly attributable to the coordination, supervision, and conducting of the election and incurred or promised on behalf of the LPS by the Contracting Officer, and (2) the Contracting Officer's administrative fee under Section 31.100(d) of the Texas Election Code. Costs and expenses for which reimbursement is sought shall be supported by appropriate documentation.

2. To the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, L&A Testing of the voting equipment and programming, wages, salaries and benefits of election workers, and the Contracting Officer's office Election Day Support, such costs shall be divided equally among the local political subdivisions using a common polling location.

D. Deposit. LPS shall pay for services, expenses and supplies in accordance with the cost estimate, as submitted by Contracting Officer. Half of this total cost estimate is due and payable to Tom Green County, as a deposit, **by 4/3/2025** or within 30 days prior to the election. It is understood and agreed that the final bill may be more or less than this estimate and shall be based on actual cost of supplies, expenses and contract personnel in accordance with Texas Election Code. Payment shall be sent to Contracting Officer for proper processing. Upon receipt of payment and processing, a receipt shall be mailed to LPS.

E. Payment. The LPS will make every effort to pay Contracting Officer within thirty (30) days from the receipt of invoice of actual cost of supplies, expenses and contract personnel in accordance with the Texas Election Code. If the LPS disputes any portion of the invoice, the LPS shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount due. Payment shall be sent to Contracting Officer for proper processing. Upon receipt of payment and processing, a receipt shall be mailed to LPS.

F. Estimated Cost of Services. A cost estimate for election expenses is set forth in Exhibit C, attached hereto and made part of this contract. The Contracting Officer agrees to advise the LPS if it becomes apparent that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses as set forth in Exhibit C.

V. GENERAL PROVISIONS

A. Nontransferable Functions. Nothing in this contract shall authorize or permit a change in these nontransferable functions as outlined in Section 31.096:

- (1) the authority with whom applications of candidates for a place on a ballot are filed;
- (2) the authority with whom documents are filed under Title 15; or
- (3) the political subdivision's requirement to maintain office hours under Section 31.122.

B. Joint Election.

1. The parties acknowledge that the following other local political subdivisions located wholly or partly within Tom Green County will be holding an election at the same time as the LPS on May 3, 2025, unless one or more of such local political subdivisions cancels its election in accordance with Section 2 of the Texas Election Code.

2. The LPS does hereby agree to hold a joint election under Section 271.002 of the Texas Election Code with the other local political subdivision(s) that is (are) also holding an election on May 3, 2025, in all or part of the same territory.

San Angelo Independent School District
Grape Creek Independent School District
Veribest Independent School District
Wall Independent School District

3. In the event of such a joint election, the LPS does hereby agree to share equally in the expense of the compensation of election workers and early voting deputies at such joint election locations, the cost of the voting equipment at such joint locations, and the cost of any other election services in connection with such joint election locations (such as the programming, logic and accuracy testing, and Election Day support from the Contracting Officer's office) that cannot be readily attributable to just one local political subdivision.

The parties also acknowledge, and the LPS does hereby give its consent, that:

San Angelo Independent School District
Grape Creek Independent School District
Veribest Independent School District
Wall Independent School District

may have candidates and/or propositions appearing on the same ballot with those of the LPS. They also acknowledge, and the LPS does hereby give its consent, that the entities may use one or more of the same early voting locations and the services of the early voting deputies there and one or more of the same Election Day polling locations and the services of the election workers there. The Contracting Officer agrees that she/he will charge only once for the compensation paid to the election workers and early voting deputies and the use of voting equipment at a shared polling location, and divide the charges equally among the local political subdivisions using the same Early Voting or Election Day polling location.

C. Cancellation of Election. If the LPS cancels its election pursuant to Section 2 of the Texas Election Code, the Contracting Officer shall only be entitled to receive (1) the actual expenses incurred by the Contracting Officer before the date of cancellation in connection with the election, and (2) an administrative fee of \$150.00. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **SECTION IV** as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **SECTION IV**. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the LPS authorizes such major costs in advance in writing. The LPS acknowledges that one or more of the other local political subdivisions in Tom Green County, Texas with which it intended to conduct a joint election or share election costs may cancel its election in accordance with Section 2 of the Texas Election Code. In such event, the LPS shall remain responsible either for the full cost of the election or for a greater percentage of the cost than it anticipated, in accordance with **SECTION IV, A**.

OPT OUT PROVISION:

In the event of a natural disaster, executive orders, or proclamations by the U.S. President, Governor and/or local authorities, either contracting entity has the right to postpone or cancel this contract. Per Section C, costs that have been incurred by the contracting officer will be applied to the LPS in the event of cancellation. If LPS postpones election, Section C with regard to costs incurred, such costs will be applied to the future election costs.

D. Contract Copies to Treasurer and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Tom Green County, Texas and the County Auditor of Tom Green County, Texas.

E. Chargeable Election Expenses. In accordance with Section 31.100 of the Texas Election Code, only the actual expenses directly attributable to the contract may be charged, including Contracting Officer's administrative fee.

F. Representatives. For purposes of implementing this contract and coordinating activities hereunder, the Contracting Officer and the LPS designate the following individuals, and whenever the contract requires submission of information or documents or notice to the Contracting Officer or the LPS, respectively, submission or notice shall be to these individuals:

For the Contracting Officer:

Vona Hudson
Election Administrator
Office of Elections
113 W. Beauregard, Elections
San Angelo, Texas 76903
Tel: 325-659-6541
Fax: 325-657-9226
Email: vona.hudson@co.tom-green.tx.us or elections@co.tom-green.tx.us

For the LPS:

G. Venue. This contract is performable in Tom Green County, Texas. Venue is in Tom Green County, Texas.

H. Not a Joint Enterprise. This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The Parties do not have an equal or mutual right of control.

I. Sovereign Immunity. By entering into this Agreement, no Party waives sovereign immunity defenses or any other limitation of liability. No provision of this Agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

J. Status of Employees. Each Party shall retain supervision and control of its own employees at all times while performing this Agreement and no employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other reason. The LPS Parties each agree that all persons employed by it to furnish services hereunder are employees, agents or representatives of the respective LPS Party and not of the County, and the County agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of the County and not of the respective LPS parties. Such employees, agents or representatives of any one entity to this Agreement are not entitled to benefits conferred on any other entity's employees.

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

L. Amendment. This Agreement may only be amended by the mutual agreement of the Parties hereto in writing signed by a duly authorized representative of each Party and attached to and incorporated into this Agreement. The Superintendent of VISD is hereby authorized and directed by the VISD Board of Trustees to make any necessary changes to the election documents or otherwise to take any and all actions as may be necessary to carry out the purposes of this Agreement for the District. All amendments to the Agreement shall be submitted to the governing body of each of the Parties for their consideration and approval.

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

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

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2025.

Tom Green County

By: _____
Vona Hudson
Elections Administrator

WITNESS BY MY HAND THIS THE _____ DAY OF February 2025.

CITY OF SAN ANGELO

By: _____
Daniel Valenzuela
City Manager

Attest:

By: _____
Heather Stastny
City Clerk

Exhibit A

**ELECTION
(CITY OF SAN ANGELO)
May 3, 2025**

Tom Green County, Texas

Early Voting Locations and Hours

Polling Place			Address		City/State	
Main Location (Building Name) Edd B. and Frances Frink Keyes			Street Address 113 W. Beauregard Election Office		San Angelo, Texas	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Closed	4/22/25 8 am – 5 pm	4/23/25 8 am – 5 pm	4/24/25 8 am – 5 pm	4/25/25 8 am – 5 pm	Closed
Closed	4/28/25 7 am – 7 pm	4/29/25 7 am – 7 pm				

Exhibit B

General Election

Election Day Polling Locations

(May 3, 2025)

TOM GREEN County, Texas

Angelo Bible Church	3506 Sherwood Way
Belmore Baptist Church	1214 South Bell
Calvary Baptist Church	2401 Armstrong St.
Christoval Community Center	20022 Main, Christoval,
Concho Valley Transit District (Bus Depot)	506 N. Chadbourne
SAF First Assembly of God	1442 Edmund Blvd.
Grape Creek ISD	8207 N US Hwy 87
Keating Paint and Body	5050 N. Chadbourne
Paulann Baptist Church	2531 Smith Blvd.
Oak Grove Senior Apartments	4359 Oak Grove Blvd.
Southgate Church of Christ	528 Country Club Road
Southside Recreation Center	2750 Ben Ficklin Rd.
St. Ambrose Catholic Church	8602 Loop 570
MHMR Services of the Concho Valley, Admin. Bldg.	1501 W. Beauregard
Veribest Baptist Church	50 FM 2334,
Wesley United Trinity Methodist Church	301 West 18 th St.
TXDOT	4502 Knickerbocker Rd. Bldg. E
Westlake Ace Hardware Attn: Jared	1801 Knickerbocker Rd.

Prescribed by Secretary of State
Section 31.002, V.T.C.A., Election Code

EXHIBIT C

ESTIMATED ELECTION EXPENSES FOR May 3, 2025 CITY OF SAN ANGELO Tom Green COUNTY, TX

B1	Ballot printing	1500.00
B2	Programming	
	Contests	
	Contest cost	300.00
	Recording/predefining/prep (outside)	0.00
B3	LA Testing Advertisement	84.00
B4	Tech Support	84.00
B5	Election Kits	199.50
B6	County Owned Equipment	2575.44
B7	Non co. owned equipment	
B8	Voting Equipment Transportation	
	Co. Van 2 days	53.55
	Day rate \$85, Hr rate 10.625	
	Truck and trailer 32 hours (2 crews)	78.75
	Day rate \$125, Hr rate 15.625	
	Dock	
	(included in payroll)	
B9	Polling place rental	0.00
B10	Precinct workers	5797.68
B11	Delivery fee	782.25
B12	Central Count Manager	83.16
B13	Tabulation Supervisor	41.58
B14	Assistant Tabulation Supervisor	30.24
B15	CCS Judges and Clerks	201.60
B16	EVBB	168.00
B17	LVBB	63.00
B18	Supplies	0.00
B19	Communication	102.90
	Laptops & WiFi	
B20	Postage	20.75
B22	Security	0.00
B23	Misc	84.00
	Technician mileage	
	subtotal	12250.40
	Contract Admin Fee	1225.04
		13475.44

To be split between contracting entities

EXHIBIT D

EQUIPMENT RENTAL RATES as prescribed by TOM GREEN COUNTY COMMISSIONER'S COURT Effective 03/26/2019

Touch	\$32.00 Each	Min. 1	
Touch with Access	\$35.00 Each	Min. 1	Now known as DUO
Scan	\$57.00 Each	Min. 1	
Controller with auto Ballot	\$32.00 Each	Min. 1	
vDrives	\$ 1.00 Each	Min. 2	
Battery Packs	\$ 1.00 Each	Min. 2	

Tom Green County Commissioner's Court approved rental rates for electronic voting equipment. Please note that the rates are a "per day" rate but the rate applies to actual day of use only, not if the equipment is delivered early or picked up late.

Please keep in mind that the Texas Election Code provides for exceptions to certain subdivisions regarding electronic accessibility units. Details may be found under section 61.012 & 61.013.

KIOSK RENTAL RATES as prescribed by TOM GREEN COUNTY COMMISSIONER'S COURT Effective 04/30/2019

Kiosks	\$6.75 each	Min. 5	Max. 10
Election Day Kiosks	\$6.75 each	Min. 0	Max. 30

EXHIBIT E

EQUIPMENT RENTAL RATES as prescribed by TOM GREEN COUNTY COMMISSIONER'S COURT Effective 07/21/09

Early Voting

Ballot Carrier	\$7.00 Each	Min. 1	Max. 5
Election Supply Carrier	\$4.75 Each	Min. 1	Max. 4
Laptops with attachments	\$3.75 each	Min. 5	Max. 10

Election Day

Laptops with attachments	\$3.75 each	Min. 0	Max. 30
--------------------------	-------------	--------	---------

Tom Green County Commissioner's Court approved these additional rental rates for equipment. Please note that the rates are a "per day" rate but the rate applies to actual day of use only, not if the equipment is delivered early or picked up late.

Election Office Van

(For delivery and pickup) \$85.00/day

Tom Green County Commissioners Court Effective October 26th, 2010

Moved to authorize the election office to charge a fee of \$45.00 to utilize the use of the County "trailer" (in addition to the \$85.00 for use of the van) when moving voting equipment by county trustees, deputy and one election staff.

**Tom Green County
Commissioners Court Room
Edd B. & Frances Frink Keyes Building
113 W. Beauregard
San Angelo, Texas 76903
June 20th, 2017**

Moved to set a flat rate fee of \$130 for voting equipment delivery by county trustees and deputies, as presented. Approved.

POLL WORKER SALARY RATES as prescribed by TOM GREEN COUNTY COMMISSIONER'S COURT Effective 01/21/20

Moved to approve the \$10.00 pay rate for judges and \$9.00 pay rate for alternate judges and the Election clerks in future elections, as presented.

EXHIBIT F

Ballot Language as provided by LPS
Effective _____

Date Submitted: _____ Submitted by: _____ Date Received: _____

Entity Name – English _____
Entity Name – Spanish _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Office Sought – English _____
Office Sought – Spanish _____
Candidate Name _____

Number of votes per race: _____
(For example, if conducting a race for School Board Trustee positions, will voter be able to choose more than one candidate? If yes, how many may an individual voter choose?)

Proposition/Referendum
Letter _____
Language – English _____

Language – English _____

Exhibit F Continued – Examples

This list does not contain every possible option and may be revised at any time necessary.

City of San Angelo
Ciudad de San Angelo

Mayor
Alcalde

City Council Member, Single Member District ____
Concejal del Distrito de Miembro Unico ____

Chief of Police
Jefe de Policia

City Charter Proposition
Proposicións de Estatutos de la Ciudad

San Angelo Independent School District
Distrito Independiente Escolar de San Angelo

Board of Trustees, At Large
Junta de Regentes, En General

Board of Trustees, Single Member, District ____
Junta de Regentes, Consejo de Distrito Núm. ____

Christoval Independent School District
Distrito Escolar Independiente de Christoval

Grape Creek Independent School District
Distrito Escolar Independiente de Grape Creek

Miles Independent School District
Distrito Escolar Independiente de Miles

Veribest Independent School District
Distrito Escolar Independiente de Veribest

Wall Independent School District
Distrito Escolar Independiente de Wall

Water Valley Independent School District
Distrito Escolar Independiente de Water Valley

Trustee
Regente

Tax Rate Roll Back Election
Reducción de Presios de Imposición

Constitutional Amendment
Enmienda Constitutional

Proposition Number ____ (indicate if spelled out or abbreviated)
Proposición Número ____

Referendum No. ____ (indicate if spelled out or abbreviated)
Referéndum, Núm. ____

For
A Favor

Against
En Contra

Yes
Si

No
No

Write-in
Por escrito

Vote for One
Vote por uno

Vote for none, one or two
Vote por ninguno, uno o dos

Vote for none, one, two, or three
Vote por ninguno, uno, dos o tres

Straight Party
Partido Unico

Democratic
Democratico

Republican
Republicano

Libertarian
Libertariano

President/Vice-President
Presidente/Vice-Presidente

U.S. Senator
Senador de los Estados Unidos

U.S. Representative, District ____
Representante de los Estados Unidos, Distrito Núm ____

Governor
Gobernador

Lieutenant Governor
Gobernador Teniente

Attorney General
Procurador General

Comptroller of Public Accounts
Contralor de Cuentas Publicas

Commissioner of the General Land Office
Comisionado de la Oficiana General de Tierras

Commissioner of Agriculture
Comisionado de Agricultura

Railroad Commissioner
Comisionado de Ferrocarriles

Chief Justice, Supreme Court

Juez Presidente, Corte Suprema

Justice, Supreme Court, Place ____
Juez, Corte Suprema, Lugar Núm ____

Judge, Court of Criminal Appeals, Place ____
Juez, Corte de Apelaciones Criminales, Lugar Núm. ____

State Senator, District ____
Senador Estatal, Distrito Núm. ____

State Representative, District ____
Representante Estatal, Distrito Núm. ____

Chief Justice, 3rd Court of Appeals
Juez Presidente, Corte de Apelaciones, Distrito Núm. ____

District Judge, ____ Judicial District
Juez del Distrito, Distrito Judicial Núm. ____

District Attorney, ____ Judicial District
Procurador del Distrito, Distrito Judicial Núm. ____

County Attorney
Fiscal del Condado

Sheriff
Sherife

County Judge
Juez del Condado

County Court-At-Law
Juez, Corde de Ley del Condado

District Clerk
Secretario del Distrito

County Clerk
Secretario del Condado

County Treasurer
Tesorero del Condado

County Tax Assessor-Collector
Asesor-Collector de Impuestos del Condado

County Commissioner, Precinct ____
Comisionado del Condado, Precinto Núm. ____

Justice of the Peace, Precinct ____
Juez de Paz, Precinto Núm. ____

Constable, Precinct ____
Condestable, Precincto Núm. ____

County Chairman
Presidente del Condado

Unexpired Term
Duracion Restante del Cargo

EXHIBIT G

**Recommended number of poll workers and equipment
As recommended by Secretary of State**

Number of Election Workers Per Voting Precinct (Includes one judge and one alternate judge who serves as a clerk)		
Estimated Turnout Per Polling Location	Paper Ballot/Optical Scan (primary voting method)	Electronic Voting System (primary voting method)
200 or fewer	3	3
201 - 400	5	4
401 - 700	6	5
701 - 1,100	8	6
1,101 or more	12	8

Number of Direct Record Electronic (DRE) Units, and/or Precinct Ballot Counters		
Estimated Voter Turnout Per Voting Precinct	DRE Units	Precinct Ballot Counters
300 or fewer	2	1
301 - 450	3	1
451 - 600	4	1
601 - 900	6	1
For each additional: 300 voters	2	0

Exhibit H

Election Day Vote Centers	Judges	Alternate Judges
Angelo Bible Church	Sandi Smith	Yolanda Lozano
Belmore Baptist Church		Linda White
Calvary Baptist Church	Jeannine Rundell	Sherley Spears
Christoval Community Center	Martin Cortez	Jerry Montalvo
Concho Valley Transit District, Bus Depot	Lyleann McClellan Thee	Matthew Leal
SAF First Assembly of God	James Zabecki	
Grape Creek Community Center	Sylvia Garcia	Gena Franks
Keating Paint & Body	Lessee Pickard	Nancy Holcomb
Paulann Baptist Church	Anna Bartosh	Kat Lucas
Oak Grove Senior Apartments	JoAnn Turner	Stella Soto Lasswell
Southgate Church of Christ	Lisa White	Nancy Holcomb
Southside Recreation Center	Adam Hernandez	
St. Ambrose Catholic Church		Brad Baker
MHMR of the Concho Valley, Admin, Bldg.	Becky Long	Holly Griffith
Veribest Baptist Church	Rhonda Reed	Mary Carnes
Wesley Trinity United Methodist Church	Delfina Leal	Ida Montez
TXDOT	Clarence Griffin	Genis Nelson
St. Mark Presbyterian Church		Michael LePak

Early Voting Ballot Board		W A Busbee
Central Counting Manager	Vona Hudson	
Central Counting	Carl Zabecki	Lisa Olivas Chaumont
Tabulation Supervisor		

Tentative List as of January 23, 2025

RESOLUTION 2025-0xx

A RESOLUTION OF THE CITY COUNCIL OF SAN ANGELO, TEXAS, ORDERING THAT A GENERAL ELECTION BE HELD IN SAID CITY ON THE 3RD DAY OF MAY 2025, FOR THE PURPOSE OF ELECTING A MAYOR FOR A FOUR YEAR TERM AND THREE COUNCIL MEMBERS FOR SINGLE MEMBER DISTRICTS TWO, FOUR, AND SIX RESPECTIVELY, FOR FOUR YEAR TERMS; DESIGNATING LOCATIONS OF POLLING PLACES; PROVIDING FOR DATES, TIMES AND PLACES FOR EARLY VOTING BY PERSONAL APPEARANCE; AUTHORIZING A JOINT ELECTION WITH OTHER LOCAL POLITICAL SUBDIVISIONS THAT JOIN IN A JOINT ELECTION INTERLOCAL AGREEMENT WITH THE COUNTY AND CITY; MAKING PROVISIONS FOR A RUNOFF ELECTION; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISIONS INCIDENTAL AND RELATED TO THE PURPOSE OF THIS RESOLUTION; ORDERING PUBLICATION; PROVIDING FOR SERVABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council pursuant to provisions of the Texas State Constitution, Texas Election Code and Home Rule Charter has determined to call a general election for the purpose of electing the following officers: Mayor, Single Member District Two Council Member, Single Member District Four Council Member, and Single Member District Six Council Member by the qualified voters of the City of San Angelo entitled to vote for said officers; and

WHEREAS, should any candidate for office in the general municipal election fail to receive a majority of all the votes cast for such office, then in that event, it shall be the duty of the City Council to order a runoff election for each position to which no one received a majority of all votes cast for such office as required by Section 45 of the City Charter and state law; and

WHEREAS, Tom Green County Election Administration and the City entered into an Interlocal Agreement effective January 1, 2023, and automatically renewing annually through December 31, 2032, stipulating for election services to be provided by the Tom Green County Election Administration in anticipation of holding elections from and after May 2023 through November 2032; and

WHEREAS, the election on May 3, 2025, will be held jointly with local political subdivisions that opt to enter into an interlocal agreement for joint election under terms stipulated in the Contract for Election Services with the county and city as authorized under Section 271.002 of the Texas Election Code;

WHEREAS, the meeting at which this resolution was considered was open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Title 5, Chapter 551, Texas Government Code.

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

Section 1. The recitals stated in the preamble hereof are found to be true and correct and are adopted as a part of this resolution.

Section 2. The City Council hereby orders a General Election to be held on the 3rd day of May 2025, being the next uniform election date, which is not less than seventy-eight (78) days from the date of this resolution, for the purpose of electing the following officers: Mayor, Single Member District Two Council Member, Single Member District Four Council Member, and Single Member District Six Council Member to serve four year terms.

Section 3. The general election ordered to be held on Saturday, May 3, 2025, shall be held jointly with such school districts or other local political subdivisions that opt to enter into an interlocal agreement for joint election as authorized under Section 271.002 of the Texas Election Code, and such other local political subdivisions that join in a joint election interlocal agreement with the county and city.

Section 4. In the event that in the general election herein ordered, no candidate receives a majority of all the votes cast for such office, and the City Council calls for a runoff election for each such position, there shall be held a runoff election pursuant to Section 45 of the City of San Angelo City Charter and state law, which shall not be earlier than the 20th day or later than the 45th day after the date the final canvass of the main election is completed. (EC 2.025)

Section 5. The official ballots for said election shall conform to the Texas Election Code, as amended, so as to permit the electors to vote for the candidate of their choice, with the official ballot to contain such other provisions, markings and language as required by law.

Section 6. Early Voting by personal appearance shall be conducted each weekday, April 22, 2025, through April 25, 2025, from 8:00 A.M. to 5:00 P.M., and April 28, 2025 through April 29, 2025, from 7:00 A.M. to 7:00 P.M. The City of San Angelo will utilize the early voting branch location, shown on **Exhibit "A"**, adopted as part of this Resolution, and designated by Tom Green County as outlined in the Election Code Section 42.002 entitled "Required Use of County Precincts".

Application for ballot by mail shall be mailed to:

City Clerk / City of San Angelo
c/o Vona Hudson, Tom Green County Elections Administrator
Edd B. & Frances Frink Keyes Building, 113 W. Beauregard Ave.
San Angelo, Texas 76903

Applications for ballot by mail must be received no later than the close of business on Tuesday, April 22, 2025.

Section 7. The Election Day polling places where qualified voters shall cast ballots will be at the locations designated by Tom Green County pursuant to Texas Election Code Section 42.002, as provided for in **Exhibit "A"** attached hereto and adopted as part of this Resolution.

Section 8. The City of San Angelo authorized the Tom Green County Elections Administrator, as the Contracting Officer, to make any necessary changes to election judges and/or polling locations without further action by City Council or approval by the City of San Angelo, to include the selection of additional people/places, or changes to existing people/places, or moving the election judges/alternates from one location to another.

Section 9. Said election shall be conducted using the voting systems adopted by TGC under Section 123.001b3B of the Texas Election Code.

Section 10. Said election shall be conducted and the results canvassed and announced as prescribed by the General Election Laws of the State of Texas, as amended, and only duly qualified electors shall be qualified to vote.

Section 11. The City Clerk is directed and required to publish a notice of said elections as required by law. (EC 4.003(a)(1))

Section 12. 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 13. It is officially determined and declared that the meeting at which this Resolution was adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given as required by Chapter 551, as amended, of the Texas Government Code.

Section 14. The City Manager is hereby authorized to execute any documents necessary to hold an election on May 3, 2025, including but not limited to, a contract with the county, and any related documents with other entities holding an election with the county on the same day.

Section 15. This Resolution shall be effective from and after the date of its adoption.

ADOPTED this the 4th day of February 2025.

THE CITY OF SAN ANGELO, TEXAS:

ATTEST:

Brenda Gunter, Mayor

Heather Stastny, City Clerk

APPROVED AS TO FORM:

Brandon Dyson, Interim City Attorney

EXHIBIT "A"

**POLLING PLACES FOR MAY 3, 2025 GENERAL ELECTION AND BOND ELECTION AND
EARLY VOTING DATES AND LOCATION**

**EARLY VOTING
(VOTACION ADELANTADAS)**

April 22-25, 2025 8:00 A.M. to 5:00 P.M.

(8:00 de la mañana y las 5:00 de la tarde empezando el 22 de abril y terminadneo el 25 de abril 2025)

April 28-29, 2025 7:00 A.M. to 7:00 P.M.

(7:00 de la mañana y las 7:00 de la tarde empezando el 28 de abril y terminadneo el 29 de abril 2025)

Edd B. and Francis Frink Keyes Building
113 W. Beauregard, 1st floor (Primero Piso)
San Angelo, Texas 76903

During early voting, any person residing in Tom Green County may go to this location and vote on all officers or measures for which the person is entitled to vote. (Durante la votación temprana, cualquier votante puede ir a este lugar y votar en todos los temas para los cuales son elegibles.)

**ELECTION DAY
(DIA DE LAS ELECCIONES)
May 3, 2025, 7 A.M. to 7 P.M.
(el 1 de mayo, 2025, desde las 7 hasta las 7)**

On Election Day, any person residing in Tom Green County may go to any of the polling places designated by Tom Green County pursuant to Texas Election Code Section 42.002 and vote on all officers or measures for which the person is entitled to vote. (Durante la votación temprana, cualquier votante puede ir a este lugar y votar en todos los temas para los cuales son elegibles.)

Polling locations are posted on the Tom Green County Elections website and are available to the public at <http://www.co.tom-green.tx.us/page/ele.ElectionsHome>. (Los lugares de votación se publican en el sitio web de Tom Green County Elections y están disponibles para el público en <http://www.co.tom-green.tx.us/page/ele.ElectionsHome>).

ORDINANCE NO. _____

AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE CITY OF SAN ANGELO, TEXAS; MAKING PROVISION FOR THE CONDUCT OF THE ELECTION; AND RESOLVING OTHER MATTERS RELATED TO THAT ELECTION

WHEREAS, the City Council (the *Council*) of the CITY OF SAN ANGELO, TEXAS (the *City*), located in Tom Green County, Texas (the *County*), finds that a special election (the *Election*) should be held to determine whether the City will be authorized to issue general obligation bonds in the amount and for the public purposes identified in this ordinance (the *Ordinance*); and

WHEREAS, the City will contract with the County, by and through its elections administrator (the *Administrator*) to conduct all aspects of the Election for all registered voters of the City; and

WHEREAS, the Election may be held jointly with other political subdivisions (collectively, the *Participants*) pursuant to a joint election agreement according to the Texas Election Code, as amended (the *Code*); and

WHEREAS, the Council hereby finds that the actions described above are in the best interests of the residents of the City; now, therefore,

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

SECTION 1. Election Ordered; Purpose; Amount. The Election will be held in the CITY OF SAN ANGELO, TEXAS on May 3, 2025 (*Election Day*), which is a uniform election date under the Code and is not less than 78 days nor more than 90 days from the date of the adoption of this Ordinance, for the purpose of submitting the following legal question to the qualified voters of the City:

City of San Angelo Measure A

Should the City Council of the City of San Angelo, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$41,660,000 for the purpose of providing funds for promoting economic development throughout the City by designing, acquiring, constructing, purchasing, renovating, improving, upgrading, updating, enlarging, demolishing, and equipping the City's Coliseum located on the San Angelo Fairgrounds at 50 East 43rd Street, with any surplus proceeds remaining for improving other fairground facilities, and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and through funding the City's programs for economic development, including making loans and grants of bond proceeds and otherwise providing assistance for private commercial, retail, and mixed-use development in

relation to the Coliseum and completing related landscaping, with the bonds to mature, bear interest, and be issued and sold as permitted by law, and will the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient, within the limits provided by law, to pay the annual interest and provide a sinking fund to pay the bonds at maturity?

SECTION 2. Ballots. The official ballots will permit voters to vote “FOR” or “AGAINST” the measure above with the following ballot language:

City of San Angelo Proposition A

The issuance of bonds in the amount of \$41,660,000 for promoting economic development by renovating the City’s Coliseum and Fairgrounds and the levy of taxes sufficient to pay the principal of and interest on the bonds.

SECTION 3. Polling Details.

A. One or more City election precincts are established for Election Day from 7:00 a.m. to 7:00 p.m. with one or more corresponding polling places as identified on Exhibit A to this Ordinance. As permitted by the Code, polling places may be changed without further Council action; any changes will not affect this Ordinance or subsequent notice of election.

B. Exhibit A also includes the places, dates, and hours for early voting in person. As permitted by the Code, these details may be changed without further Council action; any changes will not affect this Ordinance or subsequent notice of election. Applications for voting by mail should be received no later than the close of business on April 22, 2025. Applications should be sent to the Early Voting Clerk named below. If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original.

SECTION 4. Election Officials. To the extent required by the Code or other applicable law, the appointment of election officials at polling locations will include a person fluent in the Spanish language.

A. The Administrator will appoint Presiding Judges, Alternate Presiding Judges, and Election Clerks.

B. The Early Voting Clerk is: Vona Hudson; mailing and physical address: 113 W. Beauregard Ave., San Angelo, TX 76903;; phone: (325) 659-6541; fax: (325) 657-9226; and email: elections@co.tom-green.tx.us. The Early Voting Clerk will appoint the Deputy Early Voting Clerks.

C. The Administrator is authorized to establish an Early Voting Ballot Board and to designate the Presiding Judge of the Early Voting Ballot Board and, if needed, the members of Signature Verification Committee.

D. The Administrator is authorized to use a Central Counting Station (the *Station*) if needed. The Administrator or the Administrator's designee is appointed as the Manager of the Station with the authority to appoint the Tabulation Supervisor, the Programmer, and any Clerks.

SECTION 5. Qualified Voters. The City's qualified voters (as defined by the Code) will be entitled to vote in the Election at the dates, times, and places reflected on Exhibit A.

SECTION 6. Legal Compliance. The Election and notice of Election will be held and conducted according to the Code and other applicable law. To the extent required by law, materials relating to the Election will be printed in English, Spanish, and any other required language.

SECTION 7. Debt Obligations. The following information is calculated based on bond market conditions as of the date of the adoption of this Ordinance; is further explained in one or more voter information documents attached to this Ordinance as exhibits; and is not intended to serve as a cap or other restriction should the bonds be authorized at the Election.

A. The aggregate amount of the outstanding principal of the City's debt totaled \$182,935,000 (including maintenance tax debt, if any).

B. The aggregate amount of the interest owed on the City's debt obligations, through respective maturity, totaled \$62,519,072.

C. The City levied an ad valorem debt service tax rate for its outstanding debt obligations of \$0.129400 per \$100 of taxable assessed valuation.

D. The maturity date of the proposed bonds will not exceed the maximum number of years authorized by law.

E. The maximum interest rate for any series of bonds authorized at the Election is 6.00% (expressed as a net effective interest rate).

SECTION 8. Contracting Authority. The Council authorizes the Mayor, the City Manager, or their designees to negotiate and enter into one or more joint election agreements, election services contracts, or similar contracts with the County, acting by and through the Administrator, and any Participants if desired or if required to comply with applicable law.

SECTION 9. Modifications. The Council acknowledges that information required to complete the Exhibits to this Ordinance may not be available when the Election is ordered, and the Council therefore authorizes the City Clerk, the City Manager, or their designees to correct, modify, or change the Exhibits to the extent permitted by applicable law. Additionally, the Council authorizes these individuals to make technical modifications to this Ordinance that are necessary for compliance with applicable law or to carry out the intent of the Council as evidenced in this Ordinance.

SECTION 10. Findings. The recitals contained in the preamble of this Ordinance are found to be true.

SECTION 11. Conflicts. All Ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance will be and remain controlling as to the matters ordered herein.

SECTION 12. Controlling Law. This Ordinance will be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13. Open Meetings. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. Severability. If any provision of this Ordinance or the application of this Ordinance to any person or circumstance is held invalid, then the remainder of this Ordinance remains effective.

SECTION 15. Effective Date. Pursuant to Section 1201.028, as amended, Texas Government Code, this Ordinance is effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

PASSED AND APPROVED on February 4, 2025.

CITY OF SAN ANGELO, TEXAS

Brenda Gunter
Mayor

ATTEST:

Heather Stastny
City Clerk

(CITY SEAL)

[Signature Page to Ordinance Calling a Bond Election]

Exhibit "A"

POLLING PLACES FOR MAY 3, 2025 GENERAL ELECTION AND BOND ELECTION AND EARLY VOTING DATES AND LOCATION

EARLY VOTING (VOTACION ADELANTADAS)

April 22-25, 2025 8:00 A.M. to 5:00 P.M.

(8:00 de la mañana y las 5:00 de la tarde empezando el 22 de abril y terminadneo el 25 de abril 2025)

April 28-29, 2025 7:00 A.M. to 7:00 P.M.

(7:00 de la mañana y las 7:00 de la tarde empezando el 28 de abril y terminadneo el 29 de abril 2025)

Edd B. and Francis Frink Keyes Building
113 W. Beauregard, 1st floor (Primero Piso)
San Angelo, Texas 76903

During early voting, any person residing in Tom Green County may go to this location and vote on all officers or measures for which the person is entitled to vote. (Durante la votación temprana, cualquier votante puede ir a este lugar y votar en todos los temas para los cuales son elegibles.)

ELECTION DAY (DIA DE LAS ELECCIONES) May 3, 2025, 7 A.M. to 7 P.M. (el 1 de mayo, 2025, desde las 7 hasta las 7)

On Election Day, any person residing in Tom Green County may go to any of the polling places designated by Tom Green County pursuant to Texas Election Code Section 42.002 and vote on all officers or measures for which the person is entitled to vote. (Durante la votación temprana, cualquier votante puede ir a este lugar y votar en todos los temas para los cuales son elegibles.)

Polling locations are posted on the Tom Green County Elections website and are available to the public at <http://www.co.tom-green.tx.us/page/ele.ElectionsHome>. (Los lugares de votación se publican en el sitio web de Tom Green County Elections y están disponibles para el público en <http://www.co.tom-green.tx.us/page/ele.ElectionsHome>).

Exhibit B (Anexo B)

VOTER INFORMATION DOCUMENT (DOCUMENTO DE INFORMATIVO PARA LOS VOTANTES)

City of San Angelo, Texas Proposition A:
(Propuesta A del la Ciudad de San Angelo, Texas:)

☐ For (a favor) ☐ Against (en contra)	The issuance of bonds in the amount of \$41,660,000 for the City's Coliseum and the levy of taxes sufficient to pay the principal of and interest on the bonds.	
principal of debt obligations to be authorized (<i>capital de obligaciones de deuda que se autorizará</i>)		\$41,660,000
estimated interest for the debt obligations to be authorized presuming an interest rate of 6.00% (<i>interés estimado para las obligaciones de deuda que se autorizarán asumiendo una tasa de interés del 6.00%</i>)		\$38,283,418
estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized amortized over 25 years (<i>capital e intereses consolidados estimados necesarios para pagar a tiempo y en su totalidad las obligaciones de deuda que se autorizarán amortizar durante 25 años</i>)		\$79,943,418
as of the date the election was ordered, principal of all outstanding debt obligations (<i>a partir de la fecha en que se ordenó la elección, el capital de todas las obligaciones de deuda pendientes</i>)		\$182,935,000
as of the date the election was ordered, the estimated interest on all outstanding debt obligations (<i>a partir de la fecha en que se ordenó la elección, el interés estimado de todas las obligaciones de deuda pendientes</i>)		\$62,519,072
as of the date the election was ordered, the ad valorem debt service tax rate per \$100 of taxable assessed valuation (<i>a partir de la fecha en que se ordenó la elección, la tasa impositiva ad valorem de servicio de la deuda por cada \$100 de valuación tasada gravable</i>)		\$0.129400
estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 23 years (<i>capital e intereses consolidados estimados necesarios para pagar a tiempo y en su totalidad las obligaciones de deuda pendientes amortizadas durante 23 años</i>)		\$245,454,072
estimated maximum annual increase in the amount of taxes on a residence homestead with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved (<i>aumento anual máximo estimado de la cantidad de impuestos sobre una residencia principal con un valor estimado de \$100,000 para saldar las obligaciones de deuda que se autorizarán, si se aprueba</i>). This figure assumes application of a homestead exemption of 20%. (<i>Esta cifra asume la aplicación de una exención de vivienda familiar de 20%.</i>) As noted above, this figure makes conservative assumptions about the amortization period of the debt obligations and the estimated interest rate. (<i>Como se señaló anteriormente, esta cifra hace suposiciones conservadoras sobre el período de amortización de las obligaciones de deuda y la tasa de interés estimada.</i>) [select one of the following or suggest another explanation]		\$33.96

Estimated future appraised values in the City are not expected to change next year (2026). <i>(No se espera que los valores tasados futuros estimados en la Ciudad cambien.)</i> Estimated future appraised values in the City are assumed to increase by 3% each year for the subsequent 5 years and then 1% increase thereafter. <i>(Se asume que los valores tasados futuros estimados en la Ciudad aumentarán un __% cada año durante los próximos __ años y permanecerán sin cambios a partir de entonces.)</i>	
--	--

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jonathan Flores, Budget Manager, Budget

Meeting Date: February 4, 2025

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 health insurance claims and an IRS payment for arbitrage (Presentation made by Finance Director Tina Dierschke)

Staff Recommendation:

Approve

Summary/History:

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

- Carryover of unspent group insurance funds from departmental vacancies in FY24 to support the Health Insurance fund related Health Claims expense.
- Budget for additional city-contributed health insurance premium revenue and related health claims expenses in FY25.
- Fund payment to Internal Revenue Service for an Arbitrage Yield Reduction Payment for the Wastewater and Sewer Series 2019 Bonds

Funding Source(s):

Fund:	Account:	Project Number:	Amount Budgeted:
Health Insurance Fund			\$624,420
General Fund Balance			-\$389,833
Intergovernmental Fund Balance			-\$52,690
Tx Bank Sports Complex Fund Balance			-\$1,315
Airport Fund Balance			-\$23,649
Solid Waste Fund Balance			-\$1,608
Stormwater Fund Balance			-\$6,479
Water Fund Balance			-\$101,027
Wastewater Fund Balance			-\$38,493

Vehicle Maintenance Fund	-\$5,468
Property & Casualty Fund	-\$704
Civic Events Fund	-\$1,757
Fairmount Cemetery Fund	-\$209
Home Fund	-\$1,188
Hickory Water Supply Phase II Debt Issue	-\$1,570,000

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. Please see attached BA memos for more details.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1.	2025 02-04 Ordinance	2025 02-04 Ordinance.docx
2.	BA Memo - FY24 Health Insurance Carryover	BA Memo - FY24 Health Insurance Carryover.pdf
3.	BA Memo - FY25 Health Insurance	BA Memo - FY25 Health Insurance.pdf
4.	BA Memo - IRS Payment for Arbitrage	BA Memo - IRS Payment for Arbitrage.pdf

Presentation:

Tina Dierschke

Approvals/Reviews:

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

**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 HEALTH INSURANCE CLAIMS AND AN IRS PAYMENT FOR ARBITRAGE.**

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 4th day of February 2025, and finally PASSED on this 18th day of FEBRUARY 2025.

ATTEST:

THE CITY OF SAN ANGELO, TEXAS:

Heather Stastny, City Clerk

Brenda Gunter, Mayor

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Tina Dierschke, Finance Director

Brandon Dyson, Deputy City Attorney

Exhibit A**City of San Angelo
Proposed Budget Amendment**

Fund	Total Revenue Amendment	Total Expense Amendment	Net Benefit/(Cost)
Health Insurance Fund	1,471,357	846,938	624,420
General (101)	-	389,833	(389,833)
Intergovernmental (103)	-	52,690	(52,690)
Tx Bank Sports Complex (203)	-	1,315	(1,315)
Airport (220)	-	23,649	(23,649)
Solid Waste (230)	-	1,608	(1,608)
Stormwater (240)	-	6,479	(6,479)
Water (260)	-	101,027	(101,027)
Wastewater (270)	-	38,493	(38,493)
Vehicle Maintenance (301)	-	5,468	(5,468)
Property & Casualty (320)	-	704	(704)
Civic Events (410)	-	1,757	(1,757)
Fairmount (440)	-	209	(209)
Home (483)	-	1,188	(1,188)
Hickory Water Supply Phase II Debt Issue	-	1,570,000	(1,570,000)
	\$ 1,471,357	\$ 3,041,357	\$ (1,570,000)

**City of San Angelo
Proposed Budget Amendment
Additional Information**

Project/Need	Source of Funding	Revenue	Expense	Net Benefit/(Cost)
Group Insurance Carryover	Operating Funds	624,419	624,419	-
Health Insurance Claims	Health Insurance Fund	846,938	846,938	-
IRS Payment For Arbitrage	Hickory Water Supply Phase II Debt Issue	-	1,570,000	(1,570,000)
		\$ 1,471,357	\$ 3,041,357	\$ (1,570,000)

Memo

To: Tina Dierschke, Finance Director

From:

Date:

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Source of Funding:

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

Project/Budget to be amended	Revenue	Expense

Additional Comments:

City of San Angelo

FY24 Group Insurance Savings by Fund

	Fund	Amount
101	General	389,833
103	Intergovernmental	52,690
203	Tx Bank Sports Complex	1,315
220	Airport	23,649
230	Solid Waste	1,608
240	Stormwater	6,479
260	Water	101,027
270	Wastewater	38,493
301	Vehicle Maintenance	5,468
320	Property & Casualty	704
410	Civic Events	1,757
440	Fairmount	209
483	Home	1,188
Grand Total		625,378

Memo

To: Tina Dierschke, Finance Director

From:

Date:

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Source of Funding:

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

Project/Budget to be amended	Revenue	Expense

Additional Comments:

Memo

To: Tina Dierschke, Finance Director

From:

Date:

Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Source of Funding:

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

Project/Budget to be amended	Revenue	Expense

Additional Comments:

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:	Matt Lewis
Address:	[REDACTED]
ZIP code:	76904
Home/mobile phone:	[REDACTED]
Office/mobile phone:	[REDACTED]
Resident of San Angelo since: (year)	2017
City Council Single-member	1
District in which you reside:	
Registered San Angelo voter? (yes or no)	yes
Occupation/business affiliation:	San Angelo Area Foundation
Occupation/business address:	221 S. Irving Street
Title/position:	President/CEO
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.

(o) Yes

3.

Date

01-22-2025

4.

Applying for:

(o) Economic Development Corporation

5.

Recommended by:

(Name): Tom Thompson

6.

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

(o) Yes

7.

If no, which criteria?

Not answered

8.

Tell us about yourself.

Education and/or professional licenses:

Howard Payne University

Certified Energy Manager

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

San Angelo Rotary Club (Past President) member 1998-present

San Angelo Industries - Secretary/Treasurer (member 1998-present)

Previous municipal experience (positions, dates, where):

COSA-DC 1999-2007 (board chair 2005-2007)

What personal qualifications can you bring to the board?

Past role with TXU Energy/ Oncor with state and community economic development experience (1982-2002)

Current role as CEO for the San Angelo Area Foundation continues to keep me involved in several community projects.

What is your personal vision for the City?

Continue quality economic growth for our community, to help improve the quality of life for all in San Angelo.

Why do you want to serve on this board?

Past experience provides me the ability to help improve economic development and community improvement.

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

Looking forward to service.

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

Thank you,
City of San Angelo, TX

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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: Lyndon Roberts Galindo

Address: [REDACTED]

ZIP code: 76901

Home/mobile phone: [REDACTED]

Office/mobile phone: [REDACTED]

Resident of San Angelo 1980

since: (year)

City Council Single-member San Angelo

District in which you reside:

Registered San Angelo yes

voter? (yes or no)

Occupation/business Realtor

affiliation:

Occupation/business 1722 W Ave N

address:

Title/position: Realtor

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.

(o) Yes

3. Date

11/11/2024

4. Applying for:

(o) Planning Commission

5. Recommended by:

(Name): Karen Hesse Smith

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

(o) Yes

7. If no, which criteria?

Not answered

8. Tell us about yourself.

Education and/or professional licenses:

I have been a lifelong resident of San Angelo, having graduated from Central High School in 1998. I attended Angelo State University, and graduated with my Bachelors degree in 2002. I have a teaching degree which I utilized for several years before entering Commercial sales with Glazers and Sysco for 12 years. I received my Realestate license in 2018 and have been active and successful in the real estate industry since that time. I am married and a mother of 3 amazing boys.

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

I currently serve as the Vice Chair on the San Angelo Zoning Board and have served on this board for the last 2 years. I am also an active member of the San Angelo Realtor Association.

Previous municipal experience (positions, dates, where):

Other than being on the San Angelo Zoning board the last 2 years, I have not served on another municipal board before that.

What personal qualifications can you bring to the board?

Knowledge of the Realestate market in San Angelo, familiarity with all the areas in our district, and understanding of the Zoning Ordinances.

What is your personal vision for the City?

My vision is for San Angelo to have growth and prosperity. Being a mother of 3 boys, one which has already graduated high school and another in high school, I feel like too many young individuals seek employment elsewhere due to lack of employment and mid level jobs currently available. I would love to continue to see growth in our beautiful city that encourages and keeps San Angelo's next generation thriving to stay here and increase those opportunities.

Why do you want to serve on this board?

San Angelo is a hidden Gem that has so much potential moving forward and I would love the opportunity to

be a part of that planning!

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

Married and a mother of three boys, family is at the heart of my values. Guided by the motto "Carpe Diem" (Seize the Day), I approach both life and my career with enthusiasm and a proactive spirit. My motivation lies in the trust clients, family and friends place in me daily, and my ultimate goal is to make the real estate process stress-free and enjoyable.

Beyond my professional endeavors, I am deeply connected to my community, actively contributing to its growth and transformation. My decision to pursue a career in real estate was fueled by a genuine love for meeting people, sharing knowledge, and positively impacting the lives of those around me.

I can confidently say that I am a dedicated family woman, a community builder, and a passionate individual who seizes each day with purpose and enthusiasm.

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

Thank you,
City of San Angelo, TX

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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:	Joseph Spano
Address:	[REDACTED]
ZIP code:	76904
Home/mobile phone:	[REDACTED]
Office/mobile phone:	[REDACTED]
Resident of San Angelo since: (year)	2011
City Council Single-member	Tommy Hiebert
District in which you reside:	
Registered San Angelo voter? (yes or no)	Yes
Occupation/business affiliation:	Republic Services
Occupation/business address:	1422 Hughes Street

Title/position: Municipal Manager
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.

(o) Yes

3. **Date**

1/27/2025

4. **Applying for:**

(o) Tax Increment Reinvestment Zone Board

5. **Recommended by:**

(Name): Tom Thompson

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

(o) Yes

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

Not answered

8. **Tell us about yourself.**

Education and/or professional licenses:

McMurry University Abilene Tx

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

City of San Angelo Development Corporation 2022-2025

San Angelo Chamber of Commerce Current

Downtown San Angelo Inc Current

Previous municipal experience (positions, dates, where):

City of San Angelo Development Corp 2022-2025

City of San Angelo Planning Commission 2016-2022

What personal qualifications can you bring to the board?

Open-Mindedness, and willing to listen different points of view.

I bring sense of dependability to each board I have served on and show a commitment to each task by being prepared and attentive.

I have proven leadership abilities and demonstrate high character, integrity and strategic thinking.

What is your personal vision for the City?

Strive to create opportunities that benefit businesses, neighborhoods and the environment along with TIRZ will create a dynamic commerce and culture by reinvesting in our community.

Why do you want to serve on this board?

Having served on the Planning Commission and COSDC gives me a unique perspective on the needs of our community. I am particularly interested in contributing my knowledge and experience from my previous boards and helping guide the mission of TIRZ in a responsible and ethical manner.

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

I have a vested interest in the future of the City of San Angelo not only for my family, but the 102 employees I represent for my company. Quality of life, business friendly environment and a focus on business prosperity are all very important

to me.

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

Thank you,
City of San Angelo, TX

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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: Brianne Killam
Address: [REDACTED]
ZIP code: 76904
Home/mobile phone: [REDACTED]
Office/mobile phone: [REDACTED]
Resident of San Angelo since: (year) County since 1984
City Council Single-member None
District in which you reside:
Registered San Angelo voter? (yes or no) yes
Occupation/business affiliation: San Angelo Area Foundation
Occupation/business address: 221 S. Irving St.
Title/position: CFO
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.

(o) Yes

3.

Date

1/17/2025

4.

Applying for:

(o) Tax Increment Reinvestment Zone Board

5.

Recommended by:

(Name): Tommy Heibert

6.

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

(o) Yes

7.

If no, which criteria?

Not answered

8.

Tell us about yourself.

Education and/or professional licenses:

Master of Professional Accountancy from Angelo State University 2004

Certified Public Accountant 2005

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

Chamber of Commerce board member-1/1/2025 -12/31/2027

Previous municipal experience (positions, dates, where):

none

What personal qualifications can you bring to the board?

My qualifications include financial literacy and the ability to process financial information. I am also committed, punctual, and respectful towards others. I believe I bring a sincere desire to help this board make the best recommendations that will help improve our city.

What is your personal vision for the City?

My vision is for San Angelo to develop and grow as a thriving community for business and individuals. I hope that our city can find ways to move forward in tourism, economic development, and education to encourage people to live here and call San Angelo home.

Why do you want to serve on this board?

I want to serve to learn about how the TIRZ program works and the overall workings of the city. I am excited to play a small part in helping see improvement in the areas within the zones.

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

I am a member of the following professional organizations:

Finance, Administration & Operations Group for Community Foundations

San Angelo Chapter CPAs

Texas Society of Certified Public Accountants

Leadership San Angelo Alumni Association

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