



City Council Agenda 05/16/2017

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on May 16, 2017 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. Prayer and Pledge

3. Proclamations/Recognitions

- a. Recognition of the Shattered Dreams Planning Team
- b. Recognition of the 2017 City of San Angelo Development Awards honoring the best projects of 2015-2016
- c. Proclamation declaring May 15-21, 2017 as "Salvation Army Week"
- d. Proclamation declaring May 20, 2017 as "Simply Texas Blues Festival Day"

4. Public Comment

Issues or items that are not on the agenda may be raised by the public at this time. Citizens should speak from the podium, begin by stating their name and limit remarks to less than three minutes. Council members may request that a discussed item be placed on a future agenda. The Council takes public comment on all Regular Agenda items during the discussion of those items.

5. Consent Agenda (Old Business)

- a. Consider approving the May 2, 2017 City Council regular meeting minutes (B.Kendrick)
- b. Consider declaring the following properties surplus and disposing of said surplus properties under published RFB No. RE-01-17 for the highest sealed bid and authorizing the City Manager to execute all documents necessary to convey the surface estate only in the surplus properties by Special Warranty Deed, reserving unto the City of San Angelo mineral interests, surface and ground water rights (C. Preas):
Tract One: 2764 Field St; Duran (\$9,550)
Tract Two: 1818 Brown St; No Bid
Tract Three: 30 West 8th St; No Bid
Tract Four: 3214 Freeland Ave; Angelo Christian Ministries (\$18,000)
Tract Five: 6.342 acres out of W.C. R.R. Co. S-19, A-4018 and JW Johns S-4 1/2, A-6847; Pullig (\$26,050)

- c. Consider authorizing the sale of the following Lake Nasworthy properties to current residential lot lease holder for the appraised value (C. Preas):
 - 1. 2322 Fisherman's Road; \$84,500
 - 2. 6426 Lincoln Park Rd. W.; \$27,400
- d. Consider authorizing the City Manager to enter into new five (5) year Recreational Agricultural Lease agreement with Ray L. McKim, III (2428 Fisherman's Road) - (C. Preas)
- e. Consider ratification of COSADC's approval of resolution authorizing the Board President to execute a Professional Services Agreement with Grant Works to perform grant administration services related to an Economic Development Assistance (EDA) grant application preparation, submission to the U. S. Economic Development Administration, and project implementation subject to RFP DC-03-17 (R.Pena)
- f. Consider ratifying a resolution by COSADC authorizing the Board President to execute a Professional Services Agreement with Parkhill, Smith & Cooper, Inc. to perform Professional Engineering and Surveying Services for infrastructure for Phase 2 of the San Angelo Business & Industrial Park (R.Pena)
- g. Consider a resolution authorizing the City Manager, or designee, to execute a Non-Exclusive, Revocable License Agreement with Castillo Tres Generaciones d/b/a Fat Boss's Pub for property located at 114 South Chadbourne Street for the encroachment of certain business-related fixtures into alley right-of-way (J. James)
- h. Consider a resolution approving a change in the rates of Atmos Energy Corporation, Mid-Tex Division ("Atmos") as a result of a settlement between Atmos and the Atmos Texas municipalities ("ATM") under the rate review mechanism (T.James/B.Kendrick)
- i. Consider awarding RFP No. ES-07-17, Engineering Services, Hillside Dr. Retaining Wall, to Entrenos Inc. (Farmer's Daughter) in the amount of \$62,500 and authorizing the City Manager or designee to execute any related documents. (R. Pehl)
- j. Second reading and consider adopting an ordinance amending Chapter 9 "Parks, Lakes, and Other Public Places" of the Code of Ordinances by adding Article 9.05 "Camping on Municipal Facility or Public Property" and amending Section 9.05.005 "Recreational Activities" which would prohibit camping on or at a municipal facility or public right-of-way (B.Salas)
- k. Second reading and consider adopting an ordinance amending chapter 10, "Traffic Controls", Article 10.01 "general provisions", Section 10.01.019 "commercial vehicles prohibited from using certain streets" of the code of ordinances adding North Browning Street between Culwell Street and Hughes Street; Hughes Street between North Pope Street and North Browning Street; Hillside Drive; and Gun Club Road (R.Ward)
- l. Second reading and consider adopting an ordinance amending Chapter 10, "Traffic Controls", Article 10.03 "Operation of Motor Vehicles", Section 10.03.033 "school zones" of the code of ordinances, City of San Angelo Texas, providing for severability, and providing for an effective date (R.Ward)

- m. Consider a resolution for denial of the application of AEP Texas, Inc. (AEP) to amend its Distribution Cost Recovery Factors ("DCREF") to increase distribution rates within the city, and authorizing engagement of the law firm of Lloyd Gosselink, Rochelle & Townsend, P.C. and consultants to negotiate with AEP, make recommendations to the City, and represent interests of the City in administrative proceedings (T.James/B.Kendrick)

6. Old Business Regular Agenda

- a. Consider adopting a resolution:
 - 1. Approving the conceptual Chadbourne Street Corridor Project and the funding mechanisms proposed for the Project, and
 - 2. Authorizing the City's application to the Texas Department of Transportation for Alternatives Set-Aside (TA Set-Aside) Funding for the non-motorized portion of the City of San Angelo Chadbourne Street Corridor Project - (Presentation by Assistant City Manager Rick Weise)
- b. Consider approving TIRZ Board recommendation of 3 projects totaling \$152,413.32 for incentives under the North TIRZ incentive program - (Presentation by Planning & Development Services Director Jon James)
- c. Second reading and consider adopting an ordinance amending Chapter 10, "Traffic controls", Article 10.03 "Operation of motor vehicles", Section 10.03.091 "One-way streets and alleys" of the code of ordinances adding the alley east of Bonham Elementary School and west of Southern Oak Lane, from Southland Boulevard to Laurel Oak Drive (south to north), between the hours of seven o'clock (7:00) a.m. until four o'clock (4:00) p.m. on school days - (Presentation by Traffic Operations Superintendent Ryan Ward)
- d. Consider the following items related to the Ports-to-Plains Advisory Board:
 - 1. Appointment of a Council Member to Represent the City of San Angelo
 - 2. Ratification of travel reimbursement

7. Special Agenda

- a. Consider adopting a resolution canvassing returns and declaring the results of the General and Special Elections held on the 6th day of May, 2017; providing a severability clause; and providing for an effective date - (Presentation by Mayor Morrison and City Clerk Bryan Kendrick)
- b. Administration of Oaths of Office and presentation of Certificates of Election - (Administered by Judge Allen Gilbert and presentation by Mayor Morrison)
- c. Introduction of Special Guests
- d. Consider appointment of Mayor Pro-Tempore

- 8. **Note: A reception will immediately follow the Special Agenda. The Regular Agenda with the newly seated Council Members will begin approximately 30 minutes after the recess for the reception.**

9. Regular Agenda

- a. Consider a resolution ordering that a Runoff Election be held on July 8, 2017, for the purpose of electing a Council Member for Single Member District Six; ordering publication; making provisions for the conduct of the election(una Resolución, convocando una segunda votación (elección de desempate) se celebrará en dicha ciudad el 8 de Julio, 2017, para la elección de de un miembro unico del consejo de la ciudad para distrito seis; ordenando publicación, haciendo provisiones relacionadas al motivo de esta ordenaza - (Presentation by City Clerk Bryan Kendrick)
- b. Consider award of items bid items related to Fuel System renovations:
 1. FS-09-17 Fuel Management System, to AssetWorks Inc., utilizing GSA contract #GS-35F-317GA in an amount of \$129,816.46, budgeted in FY17 and authorizing City Manager or designee to execute any related documents.
 2. RFB FS-08-17 Fuel Dispensers to Boler Equipment Services, Inc., in an amount of \$61,291.14, budgeted in FY17 and authorizing City Manager or designee to execute any related documents - (Presentation by Fleet Services Superintendent Ryan Kramer)
- c. Consider awarding HGAC Quote Q-00014404 to Stericycle Environmental Solutions in the amount of \$63,463, budgeted for purchase FY2017, and authorizing the City Manager or designee to execute any related documents (P.Frerich)
- d. Discussion related to commercial flights at the San Angelo Regional Airport (Requested by Council Member Carter)

10. Follow Up and Administrative Issues

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

11. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 12th day of May 2017, at 3:00 p.m.

Bryan Kendrick, City Clerk

All agenda items are subject to action. All contracts/agreements may be subject to further negotiation prior to execution. The City Council reserves the right to consider business out of posted order and/or meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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 City Clerk's Office at 325-657-4405.

City Council meetings are broadcast on Channel 17-Government Access at 10:30 A.M. and 7:00 P.M. every day for two weeks beginning on the Thursday after each meeting.

Recognition

The return of Shattered Dreams to San Angelo was eye-opening and it was powerful.

Shattered Dreams is a school-based program that promotes responsible decision-making among high school students regarding underage drinking and impaired driving. It does so by showing teens how irresponsible choices can end their and others' dreams.

The local planning team, made up of many local and area organizations both public and private, sought to create a different sort of Shattered Dreams experience in which students were fully immersed in a visual experience that combined a short film and a live element. The stars of that effort were Central High School students Hailey Cassell and Mateo Guerrero, and Lake View High School students Gabriella Ramirez and Manuel Rodriguez.

During the event, Foster Communications Coliseum was so silent one could have heard a pin drop. Afterward, one student tweeted, "I have no words for how powerful that assembly was and am truly grateful to be living this very moment and hopefully many more." Mission accomplished.

Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, on behalf of the City Council, do hereby recognize and applaud

the Shattered Dreams planning team

for their achievement and positive determination to make a difference in our community.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 16th day of May, 2017.

Dwain Morrison
Mayor of the City of San Angelo

Proclamation

A love for God and a desire to help others is the motivation behind the men and women of the Salvation Army

The Salvation Army in San Angelo, Texas provides much more than spiritual counseling and basic human necessities to the needy and hurting on a daily basis

The Salvation Army serves as a symbol of compassion, but more so an active participant in the provision of services to thousands of San Angelo, Texas men, women and children

The Salvation Army has been providing these programs to residents for over 109 years

The Salvation Army provides its services to people in need without regard to race, color, creed, sex or age

NOW, THEREFORE, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim the week of May 9th through May 15th, 2017 as

"SALVATION ARMY WEEK"

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 16th day of May, 2017.

Dwain Morrison
Mayor of the City of San Angelo

Proclamation

The San Angelo Blues Society festival had its modest beginning in 2009 and has progressed in size from a couple of hundred visitors to a crowd of over 10,000 guest in 2013 and it continues to grow each year

The San Angelo Blues Society presents the 9th Annual “Simply Texas Blues Festival” to further its’ mission of preserving and promoting the Blues as a historically relevant art form, education of the public, promoting our musicians and venues and San Angelo, Texas as a blues music oasis

The day long May festival serves several purposes within that mission, namely, a competition to select a band and solo/duo act to represent San Angelo at the yearly International Blues Challenge on Memphis’ famous Beale Street, a fundraiser for the society’s scholarships to local colleges and a free and family friendly concert in historic downtown San Angelo

The festival has brought state wide and national recognition to San Angelo and its’ music scene; acts have performed from as far away as Alaska and Canada as well as our wonderful local musicians – our headliner acts now feature nationally and internationally known as Blues artists

Our monetary support is awarded to deserving scholars at local colleges reaching over \$51,000 and counting

Therefore, I, Dwain Morrison, Mayor of the City of San Angelo, Texas, on behalf of the City Council, do hereby proclaim May 20, 2017 as

“Simply Texas Blues Festival Day”

And urge all citizens to support this committed effort. Together, we can work toward a brighter future for our great city

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 16th day of May, 2017.

Dwain Morrison
Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, May 2, 2017

Present:

Mayor Dwain Morrison
Mayor Pro tem Charlotte Farmer, SMD 6
Council Member Marty Self, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
Council Member Lane Carter, SMD 5

1. Call to Order

With a quorum of the City Council Members present, Mayor Morrison called the regular session of the San Angelo City Council to order at 8:37 a.m. on Tuesday, May 2, 2017, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Robert Bigouette Pastor of Calvary Chapel; and the pledges were led by Madison Rea and Morgan Hulsey.

3. Proclamations/Recognitions

- a. Margaret Blaneck was recognized for her contributions to the community
- b. Live Design and Print Shop was recognized for winning awards at the American Advertising Federation's Tenth District competition and for advancing to the national contest
- c. May 2017 was declared as "Historic Preservation Month"
- d. May 2017 was declared as "Mental Health Awareness Month"
- e. May 2017 was declared as "Building Safety Month"
- f. May 7-13, 2017, was declared as "National Travel & Tourism Week"
- g. May 12-13, 2017 was declared as "Director's Choice Days"
- h. May 14-20, 2017 was declared as "Police Week"

Mayor Morrison left the meeting at 9:23 a.m.

4. Public Comment

City Clerk Bryan Kendrick noted it was the last day of early voting and encouraged everyone to participate in the elections process. Citizen Chris Giroux expressed thanks to the police department for their efforts. Angela Haywood expressed concerns about noise nuisance around Hirschfeld Steel. She also noted drainage problems during rain events. Citizen Biff Jones also expressed thanks to Chief Carter for better patrolling efforts.

Council Member Carter made comments concerning the recent Ports-to-plains meeting he attended. Council Members Gonzales and Thomas noted the recent graduation of and welcomed the new Fire Department recruits.

5. Consent Agenda

- a. Approval of the April 18, 2017 City Council regular meeting minutes
- b. Approval of authorizing the sale of the following Lake Nasworthy properties to current residential lot lease holders for the appraised value:
 - 1. 1570 S. Concho Dr.; Lake Nasworthy; \$111,239
 - 2. 1609 Canal Road; Lake Nasworthy Addition; \$25,400
 - 3. 2686 Sleepy Hollow Rd; Lake Nasworthy Addition; \$98,262
 - 4. 2706 Red Bluff Ramp Rd; Lake Nasworthy; \$86,800
 - 5. 2734 Red Bluff Ramp Rd; Lake Nasworthy; \$96,700
 - 6. 3121 Red Bluff Rd E; Lake Nasworthy; \$73,341
- c. Adoption of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property: 108 W. 10th (\$2,000)
- d. Approval of the purchase of 4.047 acre tract out of William Nevels Survey 2 and J. McNease Survey 176 1/4 from the Texas Southwest Council Boy Scouts of America, for use by the Public Works Department, Stormwater Division, for a price not to exceed \$7,500
- e. Approval of awarding RFB SB-02-17 HD-5 Propane to Schneider Distributing as the primary vendor and Concho Propane as the secondary vendor in the amount of \$600,000, budgeted annually, and authorizing the City Manager or designee to execute any related documents\
- f. Approval of awarding WU-05-17 Caustic Soda to DPC Industries in the amount of \$176,100 annually for one (1) year with three (3) additional one (1) year term extensions, budgeted for purchase FY2017, FY2018, FY2019, and FY2020 and authorizing the City Manager or designee to execute any related documents
- g. Adoption of a resolution authorizing the Mayor to sign a letter of support for the U.S. Department of Veterans Affairs accreditation of Texas Veterans for Veterans
- h. Adoption of a resolution authorizing the City Manager, or designee, to execute five easement appurtenant approvals for various encroachments of buildings and awnings located at 109 West Beauregard Avenue (Turner Building) and 113 West Beauregard Avenue (Judge Edd B. Keyes Building) as follows: A 56-square foot building wall encroachment and 420-square foot aerial encroachment for the Turner Building; and a 606-square foot wall encroachment, a 268-square foot entry element encroachment, and 1852-square foot aerial encroachment for the Edd B. Keyes Building
- i. Adoption of a resolution authorizing the City Manager, or designee, to execute a Temporary Nonexclusive Sidewalk Use License to allow for a modified 248.75-square foot wood-framed metal canopy attached to the existing buildings at 12 and 14 North Chadbourne Street to be located within the public right-of-way of Chadbourne Street
- j. Approval of second reading for Case Z17-01, and adoption of an ordinance approving a request for a rezoning from the Ranch and Estate Zoning District (R&E) to the Single-family Residential (RS-1) Zoning District, generally located west of Willeke and Pinon Ridge Drives, west of the Prestonwood residential development, on 17.192 acres
- k. Approval of second reading for Case Z17-02, and adoption of an ordinance approving a request for a rezoning from the Single-Family Residence (RS-1) Zoning District to the Neighborhood Commercial (CN) Zoning District, generally located at the north/northwest corner of West 17th Street and North Bryant Boulevard (U.S. 87), on 0.345 acres
- l. Approval of second reading for Case SU17-02, and adoption of an ordinance approving a request for a Special Use to allow for Retail Sales and Service; Industrial Service; and Wholesale Trade, in the Neighborhood Commercial (CN) Zoning District, generally located at the southeast corner of

the Houston Harte Expressway Frontage Road (Ellis Street) and Montague Avenue, on 4.651 acres

- m. Approval of second reading for Case SU17-01, and adoption of an ordinance approving a request for a Special Use to allow for an Automobile and Boat Dealer (Automobile and Light Truck Sales Only) within the Neighborhood Commercial (CN) Zoning District, generally located at the north/northwest corner of West 17th Street and North Bryant Boulevard (U.S. 87), on 0.345 acres
- n. Approval of second reading and adoption of an ordinance approving a request for the vacation and abandonment of all of the east-to-west public alley located in Block 1, Rio Vista Addition, consisting of approximately 0.064 acres (2,794 square feet), generally located 124 feet north of Paint Rock Road, emanating westward from the west right-of-way line of Jordan Street
- o. Approval of second reading and adoption of an ordinance amending the Land Development and Subdivision Ordinance to allow for the submittal of plat applications in accordance with a published schedule and to allow for variances to two provisions that are currently not variable regarding street access to a Manufactured Home Park, Mobile Home Park, and Recreational Vehicle Park and regarding the restriction of dead-end streets not providing exclusive frontage to more than 40 lots or tracts of land
- p. Approval of second reading and adoption of an ordinance amending the Zoning Ordinance, Article 5, Sections 501 and 804 establishing a definition and creating development standards for Industrialized Housing (i.e. Modular Homes)

Motion: Council Member Self made a motion, seconded by Council Member Gonzales, to approve the consent agenda with the exception of items 5i and 5L. The motion carried unanimously (5) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to approve item 5i, as presented. The motion carried unanimously (5) ayes to (0) nays.

Motion: Council Member Self made a motion, seconded by Council Member Thomas, to approve the ordinance, as presented. The motion carried (4) ayes to (1) nays, with Council Member Gonzales casting the dissenting vote.

6. Regular Agenda

- a. Approval of the design of a set of three sculptures regarding the "Historic Beginnings of San Angelo" project and its placement at Bart DeWitt Park

Presentation by Parks and Recreation Director Carl White& Tilly Chandler

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to approve the designs, as presented. The motion carried unanimously (5) ayes to (0) nays.

- b. Approval of first reading and public hearing of an ordinance amending Chapter 9 "Parks, Lakes, and Other Public Places" of the Code of Ordinances by adding Article 9.05 "Camping on Municipal Facility or Public Property" and amending Section 9.05.005 "Recreational Activities" which would prohibit camping on or at a municipal facility or public right-of-way

Presentation by Neighborhood Services Director Bob Salas

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve the ordinance, as presented. The motion carried unanimously (5) ayes to (0) nays.

- c. Approval of second reading and adoption of an ordinance amending Chapter 7 "Health and Sanitation" Sections 7.05.006 "Prohibition of Smoking in Outdoor Sports Areas" and 7.05.008 "Where Smoking not Regulated"

Presentation by Parks & Recreation Director Carl White

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to approve the ordinance, as presented. The motion carried unanimously (5) ayes to (0) nays.

- d. Approval of first public hearing of an ordinance deleting and replacing Chapter 2, "Administration and Personnel", Article 2.07 "Boards, Committees and Commissions", Division 15 "Museum Board" of the Code of Ordinances

Presentation by Fort Concho Manager Robert Bluthardt

Motion: Council Member Thomas made a motion, seconded by Council Member Carter, to approve the ordinance, as presented. The motion carried unanimously (5) ayes to (0) nays.

- e. Approval of first public hearing of an ordinance amending chapter 10, "Traffic Controls", Article 10.01 "general provisions", Section 10.01.019 "commercial vehicles prohibited from using certain streets" of the code of ordinances adding North Browning Street between Culwell Street and Hughes Street; Hughes Street between North Pope Street and North Browning Street; Hillside Drive; and Gun Club Road

Presentation by Traffic Operations Superintendent Ryan Ward

Motion: Council Member Gonzales made a motion, seconded by Council Member Carter, to approve the ordinance, as presented. The motion carried unanimously (5) ayes to (0) nays.

- f. Approval of first public hearing of an ordinance amending Chapter 10, "Traffic Controls", Article 10.03 "Operation of Motor Vehicles", Section 10.03.033 "school zones" of the code of ordinances, City of San Angelo Texas, providing for severability, and providing for an effective date

Presentation by Traffic Operations Superintendent Ryan Ward

Motion: Council Member Self made a motion, seconded by Council Member Thomas, to approve the ordinance, as presented. The motion carried unanimously (5) ayes to (0) nays.

- g. Approval of first public hearing of an ordinance amending Chapter 10, "Traffic controls", Article 10.03 "Operation of motor vehicles", Section 10.03.091 "One-way streets and alleys" of the code of ordinances adding the alley east of Bonham Elementary School and west of Southern Oak Lane, from Southland Boulevard to Laurel Oak Drive (south to north)

Presentation by Traffic Operations Superintendent Ryan Ward

Motion: Council Member Harry Thomas made a motion, seconded by Council Member Lucy Gonzales, to approve the ordinance, as presented. The motion carried (4) ayes to (1) nays, with Mayor Pro tem Charlotte Farmer casting the dissenting vote.

7. Closed Session

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

- a. Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:
 1. 2013 Sealcoating Program Contract
 2. Templeton Construction, Inc.
 3. Alsay, Inc.
 4. City of San Angelo v. Spillman Technologies, Inc.
- b. Section 551.072 Deliberations about Real Property regarding:
 1. ~~703 S. Chadbourne~~
 2. Property located on river frontage

8. Follow Up and Administrative Issues

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

No action was taken on this item.

- b. Announcements and consideration of Future Agenda Items

Council Member Gonzales and Mayor Pro tem Farmer reminded everyone to get out and vote. Council Member Thomas asked for a future agenda item concerning the vehicle management software that was purchased.

9. Adjournment

Motion: Council Member Thomas made a motion, seconded by Council Member Self, to adjourn the meeting. The motion carried unanimously five (5) ayes to zero (0) nays.

There being no further business, the meeting was adjourned at 11:26 a.m.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

ATTEST:

Bryan Kendrick, 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 on 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: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4212

Meeting Date: May 16, 2017

Item type: Consent Item

Caption:

Consider declaring the following properties surplus and disposing of said surplus properties under published RFB No. RE-01-17 for the highest sealed bid and authorizing the City Manager to execute all documents necessary to convey the surface estate only in the surplus properties by Special Warranty Deed, reserving unto the City of San Angelo mineral interests, surface and ground water rights (C. Preas):

Tract One: 2764 Field St; Duran (\$9,550)

Tract Two: 1818 Brown St; No Bid

Tract Three: 30 West 8th St; No Bid

Tract Four: 3214 Freeland Ave; Angelo Christian Ministries (\$18,000)

Tract Five: 6.342 acres out of W.C. R.R. Co. S-19, A-4018 and JW Johns S-4 1/2, A-6847; Pullig (\$26,050)

Summary/History:

The subject properties are owned by the City and are vacant.

The following Departments used or managed the properties and have determined the properties are surplus to the City:

Tract One: purchased April 19, 1966; managed by Operations

Tract Two: purchased February 22, 2015; managed by Engineering

Tract Three: purchased December 22, 1970; managed by Operations

Tract Four: purchased July 14, 1969; managed by Real Estate

Tract Five: purchased September 17, 1992; managed by Water Utilities

Financial Impact:

The City will receive the following sealed bid amounts and the properties will be returned to the tax rolls.

Tract One: \$9,550

Tract Two: No Bid

Tract Three: No Bid

Tract Four: \$18,000

Tract Five: \$26,050

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|-------------------------------|-----------------------------|
| 1. | Bid Tabulation RE-01-17 | Bid Tabulation RE-01-17.pdf |
| 2. | Tract 1 Map 2764 Field St. | Map 6.342 Acres.pdf |
| 3. | Tract 4 Map 3214 Freeland Ave | Map 3214 Freeland Ave.pdf |
| 4. | Tract 5 Map 6.342 Acres | Map 6.342 Acres.pdf |
| 5. | Tract 5 Survey 6.342 Acres | SURVEY - 6 342 Acres.pdf |

Presentation:

None

Approvals/Reviews:

Cynthia Preas	Created/Initiated
Cynthia Preas	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



CITY OF SAN ANGELO

RFB Bid Tabulation * RE-01-17/ Sale of 5 Surface Estate Only Tracts

May 2, 2017 at 2:00 p.m.

	Pullig Contracting	Angelo Christian Ministries	Miguel Duran
Description	Bid Amount	Bid Amount	Bid Amount
Tract 1: 2764 Field St (Min. \$9000)			\$ 9,550.00
\$500 Bid Security Y/N			Yes
Tract 2: 1818 Brown St (Min. \$4250)			
\$500 Bid Security Y/N			
Tract 3: 30 W. 8th St (Min. \$4250)			
\$500 Bid Security Y/N			
Tract 4: 3214 Freeland Ave (Min. \$7500)		\$ 18,000.00	\$ 7,550.00
\$500 Bid Security Y/N		Yes	Yes
Tract 5: 6.684 acres save and except 0.342 acres for a net of 6.342 acres out of W.C. R.R. Co. Section No. 19, Abstract No. 4018 and J.W. Johnson Survey No. 4 ½, Abstract No. 8647, Tom Green County, Texas (Min. \$24000)	\$ 26,050.00		
\$500 Bid Security Y/N	Yes		



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Tract 5:

Property Address: Unaddressed Tract, 6.342 acres, north of Houston Harte Expressway at intersection of Houston Harte Expressway and Texas Pacifico Railroad

Legal Description: Unaddressed tract, 6.684 acres save and except 0.342 acres in the WC RR Co. Survey No. 19, Abstract No. 4018 and the J.W. Johnson Survey No. 4 1/2, Abstract No. 8647
Tax ID Number: 61-04018-0206-000-00
Lot Size: 6.342 acres with 1665.70' frontage onto N. Houston Harte Expressway

Zoning: No zoning applicable. Property located with the City of San Angelo's Extraterritorial Jurisdiction (ETJ)

Note: The subject property appears to be vacant. A building permit would be required for new construction.

Water/Sewer Connections: **Yes**

Subdivision Plat: **Yes**

Lot Characteristics:

- Vacant
- Conditional/Special Uses – No
- Variances – No
- Special Permits – No
- Historic Overlay – No
- Open Structure Overlay – No
- River Corridor – No
- Is a replat needed to build? – A replat is not required as the property is larger than 5 acres, as per Section 212.004 of the Texas Local Government Code and Section VI of the City's Land Development and Subdivision Ordinance.





CITY OF SAN ANGELO

PURCHASING DEPARTMENT

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

Tract 4:

Property Address: 3214 Freeland Ave

Legal Description: Lot 16, Block 86, Hatcher Addition

Tax ID Number: 14-26900-0086-016-00

Lot Size: 50' x 140'

Zoning: RS-1 (Single Family Residence). The RS-1 Zone District allows one single-family home per lot, subject to the provisions of Section 501 of the Zoning Ordinance, on minimum lots of 50'x100'. Accessory uses and structures are also permitted subject to Section 402 of the Zoning Ordinance.

Notes:

1. The subject property appears to be vacant. A building permit would be required for new construction.
2. According to our GIS maps, the 8-inch sewer line north of the property does not extend to the property. Please contact Engineering Services at 657-4201 for further information.

Water/Sewer Connections: Water – yes, Sewer unsure *see above

Subdivision Plat: Yes

Lot Characteristics:

- Vacant
- Conditional/Special Uses – No
- Variances – No
- Special Permits – No
- Historic Overlay – No
- Open Structure Overlay – Yes
- River Corridor – No
- Is a replat needed to build? – No





CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Tract 5:

Property Address: Unaddressed Tract, 6.342 acres, north of Houston Harte Expressway at intersection of Houston Harte Expressway and Texas Pacifico Railroad

Legal Description: Unaddressed tract, 6.684 acres save and except 0.342 acres in the WC RR Co. Survey No. 19, Abstract No. 4018 and the J.W. Johnson Survey No. 4 1/2, Abstract No. 8647
Tax ID Number: 61-04018-0206-000-00
Lot Size: 6.342 acres with 1665.70' frontage onto N. Houston Harte Expressway

Zoning: No zoning applicable. Property located with the City of San Angelo's Extraterritorial Jurisdiction (ETJ)

Note: The subject property appears to be vacant. A building permit would be required for new construction.

Water/Sewer Connections: **Yes**

Subdivision Plat: **Yes**

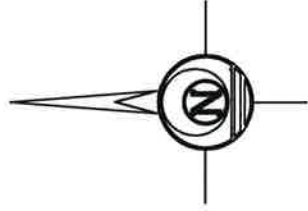
Lot Characteristics:

- Vacant
- Conditional/Special Uses – No
- Variances – No
- Special Permits – No
- Historic Overlay – No
- Open Structure Overlay – No
- River Corridor – No
- Is a replat needed to build? – A replat is not required as the property is larger than 5 acres, as per Section 212.004 of the Texas Local Government Code and Section VI of the City's Land Development and Subdivision Ordinance.



THIS SURVEY IS PROTECTED BY ALL APPLICABLE STATE AND FEDERAL COPYRIGHT LAWS. THIS SURVEY IS VOID WITHOUT AN ORIGINAL SIGNATURE AND SEAL.

W.C. R.R. CO.
SECTION NO. 19
Abstract No. 4018



0 150 300 600
GRAPHIC SCALE : FEET

BEARINGS HEREON ARE BASED ON
TEXAS COORDINATE SYSTEM NAD83
- TEXAS CENTRAL ZONE BY GPS
OBSERVATION.

ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903
PHONE: 325 655.1288
FAX: 325 657 8189
FIRM NO.: 10102400
www.skge.com

Certification is hereby made that a survey was made on the ground under my supervision according to the minimum standards of the Professional Land Surveying Practices Act and the General Rules of Procedures and Practices set forth by the Texas Board of Professional Land Surveying.

This survey is prepared for the exclusive use and benefit of The City of San Angelo, TX. Use of this survey by a third party may not be transferred or assigned. Not valid without the signature and the original seal of a Registered Professional Land Surveyor.

Surveyed on the ground February, 2017.



JAMES G. "STORMY" KIMREY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2319

17-S-0208_rev

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4212

Meeting Date: May 16, 2017

Item type: Consent Item

Caption:

Consider authorizing the sale of the following Lake Nasworthy properties to current residential lot lease holder for the appraised value (C. Preas):

1. 2322 Fisherman's Road; \$84,500
2. 6426 Lincoln Park Rd. W.; \$27,400

Summary/History:

If the sales are approved at the appraised values, a title examination will be performed and legal staff will prepare a Real Estate Contract of Sale, Special Warranty Deed and Surrender of Lease.

Sale of the surface estate of city-owned Lake Nasworthy residential lots is governed by City of San Angelo Code of Ordinances, Article 9.03, Sec. 9.03.004.

Financial Impact:

Upon approval, proceeds from the sale of residential lots will be placed in the Lake Nasworthy Trust Fund.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|--|---|
| 1. Summary Appraisal 2322 Fisherman's Road | Summary Appraisal 2322 Fisherman's Rd..pdf |
| 2. Summary Appraisal 6426 Lincoln Park Rd. W | Summary Appraisal 6426 Lincoln Park Rd. W.pdf |

Presentation:

Approvals/Reviews:

Cynthia Preas	Created/Initiated
Cynthia Preas	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

APPRAISAL OF REAL PROPERTY

LOCATED AT

2322 Fishermans Rd
San Angelo, TX 76904
Lot 6, Block 1, Group 15, Lake Nasworthy Addition

FOR

City of San Angelo
72 W. College Ave
San Angelo, TX 76903

AS OF

03/29/2017

BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 110
San Angelo, TX 76903-6462
(325) 655-1278
www.halfmannrealty.com

Halfmann Appraisals
133 W Concho Ave Ste 110
San Angelo, TX 76903-6462
(325) 655-1278
www.halfmannrealty.com

04/30/2017

City of San Angelo
Real Estate Division
72 W. College Ave
San Angelo, TX 76903

Re: Property: 2322 Fishermans Rd
San Angelo, TX 76904
Borrower: Derek Weaver
File No.: R17-0210

Opinion of Value: \$ 84,500
Effective Date: 03/29/2017

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership (surface only).

This report is based on a physical analysis of the site only, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Respectfully Submitted,



Crystal N. Bancroft
Appraiser Trainee
License or Certification #: 1340109
State: TX Expires: 05/31/2018
niki@halfmannrealty.com



Kevin J. Halfmann
License or Certification #: 1320469-G
State: TX Expires: 04/30/2017
(325)655-1278
kevin@halfmannrealty.com

APPRAISAL OF REAL PROPERTY

LOCATED AT

6426 Lincoln Park Rd W
San Angelo, TX 76904
Lot 27, Block 2, Group Lincoln Park, Lake Nasworthy Addition

FOR

City of San Angelo
72 W. College Ave
San Angelo, TX 76903

AS OF

04/20/2017

BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 208
San Angelo, TX 76903-6462
(325) 655-1278
www.halfmannrealty.com

Halfmann Appraisals
133 W Concho Ave Ste 208
San Angelo, TX 76903-6462
(325) 655-1278
www.halfmannrealty.com

04/24/2017

City of San Angelo
Real Estate Division
72 W. College Ave
San Angelo, TX 76903

Re: Property: 6426 Lincoln Park Rd W
San Angelo, TX 76904
Borrower: John Stephens
File No.: R17-0330

Opinion of Value: \$ 27,004
Effective Date: 04/20/2017

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as unimproved, in Leased Fee ownership per the hypothetical condition given by the City of San Angelo stated in the Addenda.

This report is based on a physical analysis of the site only, an analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Real Estate Uniform Standards of Professional Appraisal Practice.

The value conclusions reported, are as of the effective date stated in the body of the report. This is contingent upon the certification and limiting conditions, as well as the hypothetical condition given by the City of San Angelo.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Respectfully Submitted,



Crystal N. Bancroft
Appraiser Trainee
License or Certification #: 1340109
State: TX Expires: 05/31/2018
niki@halfmannrealty.com



Kevin J. Halfmann
License or Certification #: 1320469-G
State: TX Expires: 04/30/2017
(325)655-1278
kevin@halfmannrealty.com

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Cynthia Preas, Real Estate Manager, Real Estate, 325-657-4212

Meeting Date: May 16, 2017

Item type: Consent Item

Caption:

Consider authorizing the City Manager to enter into new five (5) year Recreational Agricultural Lease agreement with Ray L. McKim, III (2428 Fisherman's Road) - (C. Preas)

Summary/History:

Ray L. McKim, III desires to enter into new Recreational Lease Agreement of 1.73 acres out of JJ Schaefer, A-1882 S-0646 for a five (5) year term. Said property is located at 2428 Fisherman's Road.

The property is overgrown and in need of maintenance. Mr. McKim has agreed to accept the property "as is" and per the lease agreement will be responsible for future maintenance of the lease property.

Recreational leases do not allow permanent structures on the lease property.

The property is vacant and has not been previously leased.

Financial Impact:

The annual lease fee is based upon the following fee schedule:

\$14.00.....per acre

\$0.50.....per river/lake frontage

\$250.00.....recreation fee

In addition to the annual lease fee, the leaseholder is required to pay \$276.00 Granting Fee at the time of lease execution.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|-------------------------------------|--------------------------------|
| 1. Map McKim Recreational Lease | Map McKim Recreational Lse.pdf |
| 2. Recreational Yearly Fee Schedule | McKim Yearly Fee Schedule.pdf |

Presentation:

Approvals/Reviews:

Cynthia Preas
Cynthia Preas

Created/Initiated
Approved

Theresa James
Anthony Wilson
Julia Antilley
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

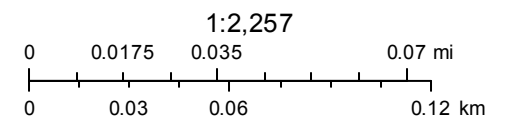
Approved
Approved
Approved
Approved
Approved
Approved
Final Approval

McKim Recreational Lease



May 7, 2017

 Tax Parcels



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

EXHIBIT "B"

LEASE FEE:

1.730	acres	x	\$14.00	per acre	=	\$25.00
0	units	x	\$75.00	per unit	=	\$0.00
Recreational Fee					=	\$250.00

RIVER FRONTAGE FEE:

0.00	feet	x	\$0.50	per foot	=	\$0.00
Total Annual Fee					=	\$275.00

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Roland Pena, Economic Development Director, Economic Development, 325.653.7197

Meeting Date: May 16, 2017

Item type: Consent Item

Caption:

Consider ratification of COSADC's approval of resolution authorizing the Board President to execute a Professional Services Agreement with Grant Works to perform grant administration services related to an Economic Development Assistance (EDA) grant application preparation, submission to the U. S. Economic Development Administration, and project implementation subject to RFP DC-03-17 (R.Pena)

Summary/History:

The COSADC Board on a vote of 6-0 approved the Resolution and authorization of the Board President to execute a Professional Services Agreement with Grant Works. Grant Works will provide administration related services relating to an Economic Development Assistance (EDA) grant application and project implementation.

At its meeting on June 22, 2016 the COSADC Board approved allocating up to \$2 Million as matching funds for an Economic Development Administration (EDA) grant for construction of infrastructure in Phase 2 or Phase 3 of the Industrial Park. Due to recent land sales the Phase 2 improvements have become the higher priority. In order to obtain the EDA grant, COSADC will be required to secure the services of a Grant Administrator to oversee the grant aspects of the project. A Request for Proposal (RFP) for Grant Application and Administrative Services was issued to multiple firms, advertised in the local newspaper and posted on the City website. A total of two firms responded to the RFP. Staff requested and received at the March 22, 2017 Board meeting an approval to review the responses, conduct interviews, and negotiate a contract with the selected firm. The attached contract was approved by the COSADC Board on April 26 subject to City Council ratification.

A committee of three city staff selected Grant Works as the most highly qualified of the firms responding.

Staff negotiated a fee of \$4,000 for grant application preparation.

Financial Impact:

\$4,000 for grant application preparation and an additional fee equal to 4% of the EDA grant amount for project implementation services. However, the 4% is expected to come from the grant award.

Other Information/Recommendation:

Resolution and Professional Services Agreement Attached/Staff recommends approval.

Attachments:

- | | | |
|----|---------------------------------|---|
| 1. | Resolution | 17-353_COSADC_GRANTWORKS_BOARD_RESO2.docx |
| 2. | Professional Services Agreement | 6c3_Grant Works Professional Services Agreement.pdf |
| 3. | Selection Memo | Selection Memo.pdf |
| 4. | Summary Ranking | Summary Worksheets.pdf |

Presentation:

Roland Pena

Approvals/Reviews:

Roland Pena

Theresa James

Anthony Wilson

Julia Antilley

Tina Dierschke

Theresa James

Becky Dunn

Bryan Kendrick

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE PRESIDENT TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GRANTWORKS, INC. IN SUBSTANTIALLY THE ATTACHED FORM FOR PROFESSIONAL SERVICES GRANT APPLICATION AND PROJECT ADMINISTRATION SERVICE, SUBJECT TO APPROVAL OF THE CITY COUNCIL.

WHEREAS, the City of San Angelo Development Corporation (COSADC) issued a Request for Proposals, RFP No. DC-03-17, for Professional Services, Grant Application & Project Administration Services with a submittal deadline of March 22, 2017, and GrantWorks, Inc., Provider, response thereto has been selected as the most qualified for the provision of Services; and,

WHEREAS, On March 22, the COSADC Board authorized COSADC staff to negotiate the terms and conditions set forth in the attached Agreement.

WHEREAS, COSADC wishes to engage the services of Provider, and Provider wishes to perform Services for COSADC pursuant to negotiated terms;

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

Section 1. The foregoing recitals are true and adopted as part of this Resolution.

Section 2. The President is hereby authorized and directed to negotiate and execute on behalf of COSADC the Professional Services Agreement with GrantWorks, Inc. in substantially the attached form.

Section 3. The Agreement shall be subject to approval of the City of San Angelo City Council.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

By: _____
Edward Carrasco, President

Bryan Kendrick, Corporate Secretary

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney

APPROVED AS TO CONTENT:

Roland Peña, Director of Economic
Development

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION
AND
GRANTWORKS, INC.

This Professional Services Agreement (“Agreement”) is entered into by and between the CITY OF SAN ANGELO DEVELOPMENT CORPORATION, created pursuant to the Texas Development Corporation Act (“COSADC”) and GRANTWORKS, INC., a Texas for profit corporation (“Provider”), effective as of the 2nd day of May, 2017, (the “Effective Date”) for services related to application preparation and project implementation for the COSADC U. S. Economic Development Administration, Economic Development Assistance Program (EDA) grant application.

RECITALS

A. COSADC issued a Request for Proposals, RFP No. DC-03-17 for Professional Services, Grant Application & Project Administration Services (“Services”) with a submittal deadline of March 22, 2017; Provider’s response thereto (“Response”) has been selected as a qualified Response for the provision of Services; and, Provider reaffirms all averments in Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. COSADC wishes to engage the services of Provider, and Provider wishes to perform Services for COSADC relating to EDA grant application for funding of Phase II, San Angelo Business & Industrial Park infrastructure improvements.

C. On March 22, 2017, the COSADC Board authorized COSADC staff to negotiate the terms and conditions set forth herein, and approved this Agreement on April 26, 2017.;

D. This Agreement shall not be effective until approved by the City Council for the City of San Angelo. On May 2nd, 2017, City Council approved this Agreement.

E. Provider’s representative executing this Agreement on behalf of Provider has full and complete authority of Provider’s governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

TERMS:

1. **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TERM:** Notwithstanding anything to the contrary in Provider's response to the RFP-DC-03-17, the term of this Agreement shall be THREE (3) years commencing on the Effective Date hereof, pursuant to Proposed Project Timeline included within Provider's Response to the RFP and as may be amended by written agreement executed by the parties.

3. **OPTION TO EXTEND:** COSADC shall have one options to extend the term hereof for a period of two (2) years, subject to availability and appropriation of funds. COSADC must notify Provider of its desire to exercise the option to extend the term hereof in writing ninety (90) calendar days prior to the expiration of this Agreement None

4. **SCOPE OF SERVICE:**

A. Provider agrees to provide the basic Services described under RFP-DC-03-17, attached hereto as **Exhibit "A"**, and services described in Provider's Response to the RFQ, attached hereto as **Exhibit "B"**, with the professional qualifications as described by Provider's Response and pursuant to the Proposed Project Timeline and Fee Schedule included within Provider's Response

B. Provider represents and warrants to COSADC that throughout the term of this agreement and the performance of Services that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due COSADC, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to COSADC; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) Services will be performed in the manner described in Contract Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; and (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

5. **COMPENSATION:**

A. The amount of compensation payable by COSADC to Provider shall be based on the price, rates and schedules described in Providers Response to RFP-DC-03-17, Exhibit "B". To the extent that provisions of Exhibit "B" may be inconsistent with or in conflict with the following compensation

provisions, the compensation provisions of this Agreement shall prevail. The application preparation fee of \$4,000 shall be due upon submission of the final application to EDA. The fee schedule for project implementation shall be based upon milestones, as follows:

	Milestone	Percent of Fee Invoiced
1	Establish files, recordkeeping and financial systems	10%
2	25% of Grant funds requested and release of funds issued from EDA and administration activities to date	20%
3	50% of Grant funds requested and release of funds issued from EDA and administration activities to date	20%
4	75% of Grant funds requested and release of funds issued from EDA and administration activities to date	25%
5	90% of Grant funds requested and release of funds issued from EDA and administration activities to date	20%
6	Close-out documents submitted to EDA	5%
Total		100%

B. Unless otherwise specifically provided by written agreement of the Parties, payment shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should COSADC require one to be performed.

C. Notwithstanding anything to the contrary in the Contract Documents, in no event shall the sum total of all compensation and expenses payable under this Agreement exceed FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) for application preparation services and FOUR PERCENT (4%) of the EDA contract amount for project implementation services, subject to written amendment of this contract executed by each of the parties and the approval of City of San Angelo City Council. The total dollar amount for project implementation services shall be finalized upon EDA grant application approval and EDA grant agreement.

D. Fees for any professional services required to carry out project-related activities that must be furnished by a third party professional including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Provider. Expenditures for such services shall require prior approval by City.

E. Proposed Project Timeline is attached hereto as Exhibit "B-1".

6. **CONTRACT DOCUMENTS:** The following documents from the COSADC of San Angelo are incorporated herein by reference for all purposes, as if fully set out verbatim:

RFP-DC-03-17, **Exhibit “A”**;

Insurance Requirements, **Exhibit “C”**

Provider’s Response to RFP-DC-03-17, **Exhibit “B”**;

Proposed Project Timeline, **Exhibit “B-1”**

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 15. “Resolution of Contract Disputes”, with a purpose to produce the intended results. With respect to conflicts or discrepancies among the contract documents, the interpretations will be based on the following priorities:

RFP-DC-03-17, **Exhibit “A”**;

Insurance Requirements, **Exhibit “C”**

Provider’s Response to RFP-DC-03-17, **Exhibit “B”**;

Proposed Project Timeline, **Exhibit “B-1”**

7. **OWNERSHIP OF DOCUMENTS:** Provider understands and agrees that any information, document, report or any other material whatsoever which is given by COSADC to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is, and shall at all times remain, the property of COSADC. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of COSADC, which may be withheld or conditioned by COSADC in its sole discretion. If COSADC modifies and/or uses the documents for any reason other than their intended use without Provider’s authorization, Provider shall be released from any liability associated with that use.

8. **AUDIT AND INSPECTION RIGHTS:**

A. COSADC may, at reasonable times, and for a period of up to three (3) years following the date of final payment by COSADC to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider’s performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. COSADC may, at reasonable times during the term hereof, inspect Provider's Work and perform such tests, as COSADC deems reasonably necessary, to determine whether the Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in Exhibit "A" and the contract documents. Provider shall make available to COSADC all reasonable access and assistance to facilitate the performance of tests or inspections by COSADC representatives.

9. **AWARD OF AGREEMENT:** Provider represents and warrants to COSADC that it has not employed or retained any person or company employed by COSADC to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

10. **PUBLIC RECORD:** Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to COSADC contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by COSADC and the public to all documents subject to required disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by COSADC.

11. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** This Agreement is expressly made subject to all applicable federal, state, county and COSADC laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement. All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

12. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider shall indemnify, and hold harmless COSADC and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses or liabilities (collectively referred to as "Liabilities"), plus reasonable attorney's fees in proportion to Provider's liability, by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control, or its

employees, agents or sub-providers (collectively referred to as “Provider”) (ii) the negligent or intentional failure of Provider: to comply with any of the paragraphs herein; or to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement 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 Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by COSADC but only after final adjudication and to the extent and percent that Provider or Provider’s agents are found negligent or otherwise at fault.

13. **INSURANCE:** Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by COSADC of the types and in the amounts specified in Exhibit “C” attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with COSADC, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers’ Compensation and Professional Liability. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by COSADC, its officers, or its employees, shall be excess and not contributory to that provided by Provider. All such insurance, including renewals, shall be subject to the approval of COSADC for adequacy of protection and evidence of such coverage shall be furnished to COSADC on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to COSADC. Completed Certificates of Insurance shall be filed with COSADC’s Risk Manager at COSADC Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with COSADC.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider’s liability or as a full performance on its part of Provider’s indemnification requirements under this Agreement. Provider’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

premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, except for Professional Liability, to waive all rights of subrogation against COSADC, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of COSADC, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, COSADC reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following COSADC's written notice, Provider shall be deemed in default of this Agreement.

14. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, COSADC, in addition to all remedies available to it by law, may immediately upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by COSADC to Provider while Provider was in default shall be immediately returned to COSADC. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to COSADC for all costs and expenses incurred by COSADC in preparation and negotiation of this Agreement, as well as all costs and expenses in the procurement of Services, including consequential and incidental damages.

15. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and COSADC based upon an alleged violation of the terms of this Agreement by COSADC shall be submitted to the City of San Angelo City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision

upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against COSADC. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to mediation at the sole discretion of COSADC. COSADC agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City of San Angelo City Council. If either mediation is unsuccessful or COSADC elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

16. TERMINATION RIGHTS OF CITY:

A. COSADC shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, COSADC shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall COSADC be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. COSADC shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, COSADC shall not be obligated to pay any amounts to Provider and Provider shall reimburse to COSADC all amounts received by Provider under this Agreement.

17. NONDISCRIMINATION: Provider represents and warrants to COSADC that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection

with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

18. ASSIGNMENT: This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of COSADC, which may be withheld or conditioned, in COSADC's sole discretion.

19. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

COSADC of San Angelo
Attn: Roland Peña
69 North Chadbourne Street
San Angelo, Texas 76903
Phone: (325) 653-7197

TO PROVIDER:

GRANTWORKS, INC
Attn: Eric Hartzell, AICP
2201 Northland Dr.
Austin, Texas 78756
Phone: (512) 420-0303

20. AMENDMENTS: COSADC or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of COSADC and Provider, and approved by COSADC. Such amendments shall not invalidate this Agreement, nor relieve or release COSADC or Provider from their respective obligations under this Agreement.

21. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or COSADC of San Angelo, such provision, paragraph, sentence, word or

phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to submit to the exclusive jurisdiction of Texas State courts, and federal courts in the Northern District of Texas, and that venue for resolution of any contract dispute shall lie exclusively in Tom Green County, Texas.

G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

H. Anything in this Agreement to the contrary notwithstanding, the provisions of this agreement relating to indemnity and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.

22. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

23. **INDEPENDENT CONTRACTOR:** Provider has been procured and is being engaged to provide Services to COSADC as an independent contractor, and not as an agent or employee of COSADC. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of COSADC, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of COSADC are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering Services to COSADC under this Agreement.

24. **CONTINGENCY CLAUSE:** COSADC's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

25. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFP-DC-03-17_____.

Provider warrants that at the time of execution of this Agreement, Provider has completed and filed with COSADC for acceptance and filing with the Texas Ethics Commission, a CERTIFICATE OF INTERESTED PARTIES, Ethics Commission Form 1295.

26. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon COSADC. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

27. **ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

28. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this day and year above written.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION:

By: _____
Edward Carrasco, President

ATTEST:

Bryan Kendrick, Secretary

PROVIDER:
GRANTWORKS, INC.

Bruce Spitzengel, President

Email: _____

APPROVED AS TO CONTENT:

Julia Antilley, Purchasing Manager

APPROVED AS TO CONTENT:

Roland Peña, Director of Economic
Development

APPROVED AS TO FORM AND

Dan T. Saluri, Deputy City Attorney

APPROVED AS TO INSURANCE

Charles Hagen, Interim Risk Manager

EXHIBIT “A”
RFP-DC-03-17

EXHIBIT “B”

Provider’s Response to RFP-DC-03-17

(continued on following pages)

EXHIBIT “B-1”
PROPOSED PROJECT TIMELINE

EXHIBIT “C”
SPECIAL INSURANCE RIDER

TYPES AND AMOUNTS OF INSURANCE REQUIRED. Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider’s sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider’s employees) and damage to property of COSADC or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled “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 limits shall not be less than:

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

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider 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 premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Combined Single Limit
-----------------	-----------------------

1.3 Workers’ Compensation and Employer’s Liability. If Provider hires any employees, Provider shall maintain Workers’ Compensation and Employer’s Liability insurance, which shall protect Provider against all claims under applicable state workers’ compensation laws and employer’s liability. The

insured shall also be protected against claim 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 - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

1.4 Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as herein provided. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Provider's work performed under the Contract. Provider shall attempt by reasonable diligence and in good faith to maintain and keep in force and effect professional liability insurance coverage in the minimum amount provided below during the term of the contract and for a period of seven (7) years following the expiration or completion of the contract with the COSADC, either through an existing carrier or a carrier of comparable financial stature and reputation:

\$ 2,000,000.00	Per Claim/Aggregate
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If Provider uses contract labor, Provider shall require its sub-provider to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

EXHIBIT “A”
RFP-DC-03-17

**CITY OF SAN ANGELO – DEVELOPMENT
CORPORATION
REQUEST FOR PROPOSALS**

**Grant Application & Project Administration
Services**

RFP No. DC-03-17



City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Submittal Deadline

March 22, 2017/2:30 PM, Local Time

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1. INTRODUCTION

1.1. General

The City of San Angelo Development Corporation (COSADC), is requesting a response to this Request for Proposals (RFP) from qualified vendors to contract for grant related consulting services. This RFP is not intended to contain detailed specifications to address every required component of the grant application/administration process. Vendors are expected to propose a scope of services that adheres to the best practices of grant writing and administering services and should propose their best solutions given the requirements set forth herein by the COSADC. In order for a proposal to be considered, the vendor must demonstrate the capacity to perform all of the services described in the RFP, including:

- Vendor should have past experience in applying for/administering Economic Development Administration (EDA) grants related to engineering services for infrastructure improvements.
- Vendor is expected to work with COSADC's administrators to plan and develop the project and to write the project abstract, narrative, and budget justification in accordance with COSADC's mission and strategic plan and the EDA's application instruction package.
- Vendor will provide project development and proposal writing services to COSADC in the submittal of the EDA grant.
- Vendor must conduct research to inform all aspects of the project, including but not limited to the needs assessment, development of responsive, measurable objectives, and preparation of the evaluation plan, which must be tailored to the criteria issued by the EDA. The Vendor is expected to develop and adhere to a proposal development timeline that allows sufficient time for planning, editing, and revisions. Vendor must submit all sections of the proposal to COSADC for review, comment, and approval throughout the writing process.
- Vendor must oversee and work with one or more firms providing engineering services to the COSADC for the upcoming infrastructure improvements.

1.2. Disqualification

Disqualification may occur for any of the following reasons:

- The vendor is involved in any litigation against the City of San Angelo (City) or the City of San Angelo Development Corporation;
- The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City or the City of San Angelo Development Corporation;
- The vendor is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs. The vendor must include verification that company and company's principal are not debarred or suspended through the System for Award Management at www.SAM.gov. Vendor must include a print out of the search results in this proposal to show proof of good standing.

1.3. Confidentiality

All proposals submitted shall remain confidential. After award, proposals will be made available for public inspection. The City nor the City of San Angelo Development Corporation shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

1.4. Document Availability

Proposal documents are available and may be examined or obtained without charge in the Purchasing Division, Suite 330, City Hall, San Angelo, Texas. The RFP is also available at <http://www.cosatx.us>. The proposal documents may be found by following the links.

- Bid Information > RFP: DC-03-17/Grant Application and Project Administration Services

1.5. Digital Format

If proposal specifications are obtained in digital format in order to prepare a proposal, the proposal must be submitted in hard copy according to the instructions contained in this package. If, in its proposal response, Vendors make any changes whatsoever to the published specifications, the proposal specification **as published** shall control. Furthermore, if an alteration of any kind to the specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

1.6. Interpretations

All questions about the meaning or intent of the contract documents, including specifications shall be submitted to the Purchasing Division via email sapurch@cosatx.us or writing. Please include the RFP Number and Title in the subject line. Questions received after the deadline established for submitting questions/interpretations will not be answered.

Replies will be issued by addenda and posted on the City of San Angelo's website. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

1.7. Required Response

The City requires a response to any RFP notifications mailed to potential vendors. Should a company choose not to participate, in order to remain on the City of San Angelo's potential Vendors List, a "No Bid Reply" form located at the back of this RFP must be submitted.

1.8. Deadline and Delivery Location

Sealed RFPs must be received no later than **March 22, 2017, 2:30 PM, Local Time**. The clock located in Purchasing will be the official time. Proposals not received on time will be rejected.

It is the sole responsibility of the vendor to ensure that the sealed RFP arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.

Faxed or electronically submitted proposals will not be accepted.

1.9. Copies

Submit one (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required documentation.

1.10. Delivery Addresses

City of San Angelo
Purchasing Division, RFP: DC-03-17
72 W. College Ave., Suite 330
San Angelo, Texas 76903

Mark Sealed Envelope: "RFP: DC-03-17/Grant Application and Project Administration Services"

1.11. Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Division will issue an addendum addressing the nature of the change and post it on the City's website. Vendors must **acknowledge any addenda and return the form with their proposal package**. Vendor is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a proposal. Failure to consider all addenda will be at the Vendor's risk.

1.12. Award of Contract

COSADC reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process. COSADC is an equal opportunity employer.

COSADC will select the most highly qualified vendor(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract.

1.13. Acceptance of Proposal Content

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

1.14. Equal Employment Opportunity

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

1.15. Proposal Term

The term of this agreement will be negotiated between COSADC and the selected vendor.

1.16. Points of Contact

For RFP Questions, Prior to Award

Julia Antilley, Manager

Purchasing Division

City of San Angelo

72 West College Avenue, Suite 330

San Angelo, Texas 76903

SAPurch@cosatx.us

325-657-4219

For Performance Questions After Award

Roland Peña, Director

Economic Development

City of San Angelo

69 North Chadbourne Street

San Angelo, Texas 76903

Roland.Pena@cosatx.us

325-653-7197



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

2. INSTRUCTIONS TO VENDORS

2.1. Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of a written addendum.

2.2. Examinations of RFP Documents

Vendors are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the vendor's risk.

2.3. Taxes

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

2.4. Authorized Signature

Proposals must show vendor name, address, and be manually signed. The person signing the proposal must have authority to bind his firm in a contract. Any erasures or other changes must be initialed by the person signing the offer.

2.5. Modification or Withdrawal of Proposals

Proposals **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Division. A proposal may also be withdrawn in person by a vendor or his authorized agent, provided his identity is made known and he signs a receipt for the proposal. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

2.6. Restrictions on Communication

- A. Vendors shall not communicate with: 1) elected City officials, City of San Angelo Development Corporation Board Members and their staff regarding the RFP or from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded and ratified. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Vendor. Violation of this provision by Vendor and/or its agent may lead to disqualification of Vendor's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the Vendor's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFP;
3. Vendors may submit written questions concerning this RFP to the email listed below up to five (5) days prior to submission due date. Questions received after the stated deadline will not be answered.

It is required that all questions be sent by email to sapurch@cosatx.us. *Please ensure the RFP Number and Title is in the Subject Line.* Questions submitted and the City's responses will be published in the form of an addendum to the City's website at www.cosatx.us. Vendor is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding;

4. Vendors may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Vendors shall not bring lobbyists. All cost associated with interviews will be at the Vendors' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
 5. Upon completion of the evaluation process, Vendors shall receive a notification letter indicating the recommended firm and anticipated City of San Angelo Development Corporation and City Council agenda dates. Vendors desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. The City reserves the right to accept or reject any or all submissions, and to waive any informalities or irregularities in the RFP process.
- C. City reserves the right to contact any Vendor to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Vendor of this section.

2.7. Reservations

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process AND:

- Waive any defect, irregularity, or informality in any response or procedure.
- Extend the submission closing time and date.
- Reissue a bid invitation or proposal.
- Procure any item/service by other means.
- Increase or decrease the quantity specified, unless the vendor specifies otherwise.

2.8. Award Acceptance

Acceptance of vendor's offer will be in the form of a purchase order and contract.

2.9. Applicable Law

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

2.10. Advertising

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

2.11. Right to Assurance

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

2.12. Equal Employment Opportunity

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

- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The vendor shall be advised of any complaints filed with the City alleging that vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

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

2.13. Conflict Of Interest

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

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

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

2.14. Certificate of Interested Parties (Form 1295)

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

Filing Process:

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

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

2.15. Taxes and Permits

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

2.16. Examination of Contract Documents

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

2.17. Familiarization with the Type of Work

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

2.18. Legal Venue

Tom Green County, Texas

2.19. Claims for Overcharges

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

2.20. Piggy-Back Procurements

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

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

2.21. Right to Reproduce Documentation and Other Information

The COSADC shall have the right to reproduce any and all documentation or other information stored on electronic media supplied by the vendor pursuant to the contract at no additional cost to the COSADC, regardless of whether the same may be copyrighted or otherwise restricted as proprietary information; provided, however, that such reproductions shall be subject to the same restrictions on use and disclosure as are set forth in an awarded contract. The vendor agrees to execute any non-exclusive copyright assignments or reproduction authorizations that may be necessary for COSADC to utilize the rights granted in this subparagraph.



CITY OF SAN ANGELO

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P.O. Box 1751, San Angelo, Texas 76902-1751

Tel: (325) 657-4219

3. OVERVIEW

The purpose of this project is to obtain assistance in developing a successful proposal in submission to Economic Development Administration's Grant and response to all aspects of the grant implementation regarding the Economic Development Administration's (EDA) grant for water, sewer, street, and drainage infrastructure improvements for Phase 2 of the City of San Angelo Business & Industrial Park. The total cost of the project is estimated at between \$2.5 and \$3 Million. Selected vendor should have past experience in applying for (project development and proposal writing) and administering EDA grants related to engineering services for infrastructure improvements. Vendor should detail their proposed plan for implementing the above and propose any additional value-add services to assist in the application or administration of grants. Proposals should include best practices from working with cities/development corporations to develop plans, write grant proposals, and administer grant dollars within a given scope.

COSADC expects the vendor to engage in the following tasks at a minimum to complete this project:

- Review applicable literature and conduct research regarding all aspects of the project, including, but not limited to: needs assessment, development of responsive, measurable objectives, and preparation of the evaluation plan, which must be tailored to the criteria issued by the EDA.
- Develop and adhere to a proposal development timeline that allows sufficient time for planning, editing, and revisions. Vendor must submit all sections of the proposal to COSADC for review, comment, and approval throughout the writing process.
- Develop the project budget in conjunction with COSADC and the EDA application instruction package.
- Write in its entirety the narrative portions of the proposal, including but not limited to the Abstract, Project Narrative and Budget Justification in accordance with COSADC's mission and strategic plan and the EDA's application instruction package.
- Review the final draft for format, style, organization, consistency, responsiveness, and compliance.
- Engage in regular communications with designated COSADC staff and provide regular updates on the progress toward completing project milestones.
- Oversee and work with one or more firms and subsequent project timelines of the selected firm(s) providing engineering services to the COSADC for the infrastructure improvements funded by a successful grant application.

Vendors submitting proposals for consideration under this RFP must have demonstrated experience in successfully writing and managing grant applications and projects for economic development corporations and must provide in their response sufficient information to clearly demonstrate experience with similar projects with positive outcomes.

4. SPECIFICATIONS

Vendors submitting proposals for consideration under this RFP must have demonstrated experience in successfully applying for grant funding and managing grants as outlined in Section 3. Overview. Proposal response must include sufficient information to clearly demonstrate positive outcomes with prior grants.

To qualify for selection, the submitting firm must have experience:

- managing federally-funded local public works construction projects
- with the EDA program
- working with San Angelo or similar communities

The anticipated scope of services shall include, but not be limited to, the following:

- Develop grant application with assistance from COSA-DC, to include project budget, schedule, and other relevant portions
- Prepare all documentation: start-up, construction start-up, etc.
- Establish and maintain recordkeeping and financial systems
- Obtain environmental review/notices/clearance
- Maintain compliance documentation for: Fair Housing, EEO, Section 504, labor standards, etc.
- Oversee, monitoring and Close Out assistance



5. SELECTION PROCESS

All applications will be screened by an evaluation committee. COSADC shall not incur any costs for applicant preparation and/or submittal of response to this RFP.

COSADC will evaluate all responses based on the criteria below. COSADC reserves the right to negotiate the final fee schedule, prior to recommending any Consultant for a contract.

5.1. COSADC's process is as follows:

5.1.1.A selection committee (likely Roland Peña, Director of Economic Development, Bob Schneeman, Business Retention and Expansion Coordinator, and Shannon Scott, Economic Development Specialist) shall screen and rate all responses submitted in relation to the published selection criteria (below) within 45 days after the opening.

Item	Criteria	Points
1	Successful past experience with projects of similar scope and size	25
2	Staff qualifications and availability for project term	20
3	Overall approach and methodology to be used to accomplish the RFP requirements/proposed schedule	20
4	References	15
5	Price (to include travel)	20
Total		100

- 5.1.2. Applicants selected for a short list may be invited to attend an interview at the applicant's own expense. COSADC shall not incur any costs for applicant preparation and/or travel.
- 5.1.3. COSADC reserves the right to revise the Proposal and then request "Best and Final Offers" from the top candidates following the initial evaluation and/or interviews.
- 5.1.4. At this stage, the City may discuss modifications to the proposed scope, time, and price. Modifications are not required, and if they are discussed but not agreed to, a final contract may still be negotiated and agreed upon based on the original response to the RFP. If the two parties are unable to reach a final agreement, the vendor will be informed in writing that negotiations are ended.
- 5.1.5. COSADC may then negotiate with the next ranked vendor. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.
- 5.1.6. City staff/City of San Angelo Development Corporation shall recommend the most qualified firm to their governing boards and request authority to negotiate and execute a contract.



6. PROPOSAL FORMAT

Proposals shall be submitted in the following format with each element requested and/or form furnished as specified to facilitate evaluation of the proposals. The detailed requirements in this RFP are mandatory.

FAILURE TO ADHERE TO THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF PROPOSAL.

6.1. Executive Summary

Executive summary on letterhead transmitting all required information and the Respondent's interest in being considered for the services described in this RFP.

6.2. Table of Contents

Include a clear identification of the material by section and by page number.

6.3. Scope

Clearly describe the scope of the required services to be provided as you understand the project to ensure consistency with COSADC's needs.

6.4. Approach in Providing Services

Based on the general requirements listed in this RFP document, please describe your overall approach and methodology for completing the services as requested, to include a proposed project timeline.

6.5. Staff Qualifications, Organization Experience, and Availability

Please identify the key personnel that will be working on this project. This section should include resumes and/or information to expound on the proposed staff's experience and qualifications as it pertains to the following:

- 6.5.1.** Experience with similar EDA program grants.
- 6.5.2.** Familiarity with the EDA process and with working with other municipalities
- 6.5.3.** Project approach to be utilized to deliver the required services
- 6.5.4.** Identification of the proposed Project Manager designated; length of time each team member has been working with the company, and the amount of time the team has worked together on similar projects
- 6.5.5.** Demonstrate experience, responsiveness, a high level of customer service on similar projects
- 6.5.6.** Confirm the availability of key personnel proposed for this project in accordance with the project timeline proposed above
- 6.5.7.** Other relevant experience that would be an asset for the grant writing/administration as it pertains to this RFP

6.6. References

Please submit the required reference form to address this section of the RFP.

6.7. Past Experience

Written narrative describing the projects in the reference section should explain the similarity in scope and size of the referenced project to the RFP.

6.8. Fee Schedule

Provide a proposed fee schedule for the duration of this project. Express your proposed fee(s) as percentage based or itemized, not-to-exceed amounts. Separate travel and related expenses (if applicable).



CITY OF SAN ANGELO

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- Vendor shall incur no travel or related expenses chargeable to COSADC without prior approval by an authorized representative.
- Vendors may submit proposals on any task or combination of tasks, and may propose alternate payment methods (i.e.: hourly rates). However, expenses not specifically listed will not be considered.
- The actual contract amount will be negotiated after the vendor has been selected and the scope of work finalized.

Please note: The COSADC does not pay for services before it receives them. COSADC cannot accept contract terms with upfront payment terms or deposits.

6.9. Insurance

Provide information on the current types and amounts of insurance carried, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage.

6.10. Additional Data

Provide any additional information considered essential to this proposal and all other required forms. Additional documents, such as company literature or brochures is not required and shall be bound separately from the full proposal response. The items will not be returned to the vendor.



7. NO BID REPLY FORM

DC-03-17 / Grant Application and Project Administration Services

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

===== # # # =====
PLEASE PRINT

We wish to: ☐ **Remain On**
☐ **Be Deleted From** the list of vendors for the City of San Angelo.

A. We hereby submit a "No Bid" because:

- ☐ 1. We are not interested in selling through the bid process.
- ☐ 2. We are unable to prepare the bid form in time to meet the due date.
- ☐ 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal.

OBJECTIONS: _____

- ☐ 4. We do not feel we can be competitive.
- ☐ 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

☐ 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

☐ 7. We do not sell the items or provide the services requested.

☐ 8. Other: _____

Firm _____

Signed _____

Date _____

Thank you for your assistance!



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8. SUBMISSION FORMS

Copies

Submit one (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required documentation.

Please submit your proposal along with all forms in the following order:

- ☐ Contact Information Form (IRS Form W-9)
- ☐ Addendum Acknowledgment Form
- ☐ Disclosure of Certain Relationships/Conflict of Interest Form
- ☐ Debarment and Suspension Certification (with print out of search results from www.SAM.gov)
- ☐ Local Preference Consideration Application (with Economic Development justification)
- ☐ List of References - similar projects externally and within 150 miles of San Angelo
- ☐ Draft Contract

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

In submitting its Proposal, Vendor certifies that it has not lobbied the City or City of San Angelo Development Corporation or their officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the Vendor influenced or attempted to influence the bidding process, the City may, in its discretion, reject the Proposal.

Submit all forms beyond this point



CITY OF SAN ANGELO
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Contact Information Form

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Print Name: _____ Date: _____

Tax ID (attach IRS W-9): _____

Telephone: _____ FAX: _____

Email: _____



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Addendum Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

Please Print

Provider (Company Name)

BY: _____
Signature

ITS: _____
Title

Date: _____

Printed Name

Address

City, State Zip Code



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Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO **As defined by Chapter 176 of the Texas Local Government Code** **(Revised 03/02/17)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor
Councilmembers: Vacant, SMD 1
Marty Self, SMD 2
Harry Thomas, SMD 3
Lucy Gonzales, SMD 4
Lane Carter, SMD5
Charlotte Farmer, SMD 6 (Mayor Pro Tem)
City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Tommy Hiebert - President
Edward Carrasco - First Vice President
Juan Flores - Second Vice President
Scott Tankersley - Director
Todd R. Kolls - Director
Richard Crisp - Director
John Edward Bariou, Jr. - Director

Executive Director: Roland Peña



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



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Debarment and Suspension Certification

- (1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

PROVIDER: _____

BY: _____
Signature

ITS: _____

DATE: _____



Debarment and Suspension Certification

INSTRUCTIONS

1. By signing and submitting this proposal, the prospective vendor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective vendor agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a vendor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



CITY OF SAN ANGELO

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Local Preference Consideration

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a bidder who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest bidder or (b) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.

This "Application for Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Vendors who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application**, and
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Business Type:

- ☐ Corporation – Indicate state of incorporation _____
- ☐ Partnership – Indicate “general” or “limited” _____
- ☐ Sole proprietorship _____

Attachments: *Describe in writing, and attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

PROVIDER: _____

BY: _____
Signature

ITS: _____

DATE: _____

(Attach description and documentation of economic impact as outlined on previous page)



Project References

List at least five (5) government/business references for projects completed with similar scope and size who can verify the quality of your services related to this RFP.

REFERENCE ONE

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

REFERENCE TWO

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

REFERENCE THREE

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

REFERENCE FOUR

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____



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REFERENCE FIVE

Government/Company Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____



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Tel: (325) 657-4219

Local References

List at least five (5) government/business references for projects completed with similar scope and size who can verify the quality of your services related to this RFP **within** the City of San Angelo/COSADC or within 150 miles of San Angelo, Texas.

REFERENCE ONE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FOUR

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



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Tel: (325) 657-4219

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



Draft Contract

This Services Agreement ("Agreement") is entered into by and between the City of San Angelo Development Corporation, a State of Texas non-profit Type B development corporation ("COSADC") and _____, a _____ ("Provider"), effective as of the _____ day of _____, 20____ (the Effective Date).

RECITAL

A. City of San Angelo Development Corporation issued a request for proposal, No. DC-03-17 Grant Application and Project Administration Services ("RFP DC-03-17"), for EDA Grant Writing/Administration Services ("Services") on _____; Provider's response thereto ("Response") has been selected as the most qualified Response for the provision of Services; and, Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. COSADC wishes to engage the services of Provider, and Provider wishes to perform Services for City.

C. On _____, 20__, the City of San Angelo Development Corporation authorized the President of its Board to negotiate and execute this Agreement, under the terms and conditions set forth herein, subject to approval of the City Council.

D. The Provider's representative executing this Agreement on behalf of Provider has full and complete authority of Provider's governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

TERMS:

1. **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TERM:** The term of this Agreement shall be _____ commencing on the Effective Date hereof.

3. **OPTION TO EXTEND:** COSADC shall, at its sole discretion, have four (4) options to extend the term hereof under the same terms, conditions and compensation for additional one (1) year periods, based on a finding by COSADC that the exercise of the option(s) is in COSADC's best interest, subject to



availability and appropriation of funds. City Council approval for any such extensions shall not be required as long as the combined extended terms do not exceed an additional four (4) years.

4. SCOPE OF SERVICE:

A. Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein and in **Exhibit "A"** attached hereto, and made a part of this Agreement for all purposes.

B. Provider acknowledges to COSADC that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due COSADC, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to COSADC; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Contract Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

5. COMPENSATION: Provider warrants that it has reviewed COSADC's requirements and has asked such questions and conducted such other inquiries as Provider deemed necessary in order to determine the price Provider will charge to provide Services to be performed under this Agreement.

A. The amount of compensation payable by COSADC to Provider shall be based on the rates and schedules described in **Exhibit "B"** hereto, which by this reference is incorporated into this Agreement.

B. Unless otherwise specifically provided in **Exhibit "B"**, payment shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should COSADC require one to be performed.

6. CONTRACT DOCUMENTS: The following documents from COSADC are incorporated herein by reference for all purposes, as if fully set out verbatim:

- This Service Agreement;
- RFP DC-03-17;
- Provider's Response

In the event of conflicts or discrepancies between the Contract Documents, the conflict or



discrepancy will be resolved as provided under this Agreement, Section 15. "Resolution of Contract Disputes", with a purpose to produce the intended results. The interpretations will be based on the following priorities:

1. This Service Agreement;
2. RFP DC-03-17 (Exhibit "D");
3. Provider's Response (Exhibit "E")

7. AUDIT AND INSPECTION RIGHTS:

A. COSADC may, at reasonable times, and for a period of not less than five (5) years following the date of final payment by COSADC to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement.

B. COSADC may, at reasonable times during the term hereof, inspect Provider's Work and perform such tests, as COSADC deems reasonably necessary, to determine whether the goods or Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in **Exhibit "A"** and the contract documents. Provider shall make available to COSADC all reasonable access and assistance to facilitate the performance of tests or inspections by COSADC representatives.

8. AWARD OF AGREEMENT: Provider represents and warrants to COSADC that it has not employed or retained any person or company employed by COSADC to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

9. PUBLIC RECORD: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to COSADC contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by COSADC and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by COSADC.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: This Agreement is expressly made subject to all applicable federal, state, county and COSADC laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement. All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that



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all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

11. INDEMNIFICATION AND INSURANCE INDEMNIFICATION AND INSURANCE.

Provider shall indemnify, defend and hold harmless COSADC and its officials, employees (collectively referred to as "Indemnitees") and each of them from and against damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a Subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control (whether active or passive) of Provider or its employees, or sub-providers (collectively referred to as "Provider") (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement 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 Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by City but only after final adjudication and to the extent and percent that Provider or Provider's agents are found negligent or otherwise at fault.

12. INSURANCE: Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by COSADC of the types and in the amounts specified in **Exhibit "C"** attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with COSADC, its board members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of the City of San Angelo, Office of Risk Management for adequacy of protection and evidence of such coverage shall be furnished to the City of San Angelo Risk Manager on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar



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days prior written notice to the City of San Angelo Risk Manager. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider'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 premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against COSADC, its board members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of the City of San Angelo Risk Manager's Office, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, COSADC reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following written notice of the changed requirement, Provider shall be deemed in default of this Agreement.

13. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, COSADC, in addition to all remedies available to it by law, may immediately upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by COSADC to Provider while Provider was in default shall be immediately returned to COSADC. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to COSADC for all costs and expenses incurred by



COSADC in preparation and negotiation of this Agreement, as well as all costs and expenses in the procurement of Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and COSADC based upon an alleged violation of the terms of this Agreement by COSADC shall be submitted to the City of San Angelo City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to non-binding mediation at the sole discretion of COSADC. COSADC agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of COSADC and acceptance by the City of San Angelo City Council. If either mediation is unsuccessful or COSADC elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.



15. TERMINATION RIGHTS OF CITY:

A. COSADC shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, COSADC shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall COSADC be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. Notwithstanding anything to the contrary in this agreement, COSADC shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, COSADC shall not be obligated to pay any amounts to Provider and Provider shall reimburse to COSADC all amounts received by Provider under this Agreement.

16. NONDISCRIMINATION: Provider represents and warrants to COSADC that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

17. ASSIGNMENT: This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of COSADC, which may be withheld or conditioned, in COSADC's sole discretion.

18. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

City of San Angelo Development Corporation
Attn: Roland Pena
69 N. Chadbourne St.
San Angelo, Texas 76903
Phone: (325) 657-7197

TO PROVIDER:

Attn: _____

Phone: _____

19. AMENDMENTS: COSADC or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly



authorized representative of COSADC and Provider, and approved by City of San Angelo City Council. Such amendments shall not invalidate this Agreement, nor relieve or release COSADC or Provider from their respective obligations under this Agreement as amended.

20. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. Venue for any cause of action arising under this Agreement is Tom Green County, Texas.

G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

21. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

22. INDEPENDENT VENDOR: Provider has been procured and is being engaged to provide Services to COSADC as an independent Vendor, and not as an agent or employee of COSADC. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City of San Angelo, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of COSADC are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to COSADC under this Agreement.



23. **CONTINGENCY CLAUSE:** COSADC's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.
24. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFP DC-03-17.
25. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon COSADC. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.
26. **ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
27. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.
28. **REAFFIRMATION OF REPRESENTATIONS AND DISCLOSURE COMPLIANCE:** Contractor hereby reaffirms all of the representations contained in Contract Documents. Contractor warrants that Contractor has complied with the provisions of Section 2252.908 of the Texas Government Code and regulations adopted pursuant thereto requiring submission to the COSADC of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the COSADC.



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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this day and year above written.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION,
a State of Texas non-profit Type B development corporation

BY: _____
Tommy Heibert, President

ATTEST:

Bryan Kendrick, COSADC Secretary

“Provider”
BY: _____

ITS: _____

DATE: _____, 20____

ATTEST:

Secretary

APPROVED AS TO CONTENT:

Roland Pena, Director of Economic Development



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APPROVED AS TO FORM AND
CORRECTNESS:

Theresa James, COSADC Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Charles Hagen, Risk Manager



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EXHIBIT "A"
SCOPE OF SERVICES



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EXHIBIT "B"

COMPENSATION

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFP DC-03-17. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 PAYMENT OF COMPENSATION

Provider shall submit to COSADC monthly invoices which indicate work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. COSADC shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If COSADC disputes any of Provider's fees, COSADC shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

2.0 REIMBURSEMENT FOR EXPENSES

Provider shall not be reimbursed for any expenses unless authorized in writing by COSADC.



EXHIBIT "C"

SPECIAL INSURANCE RIDER

1. **TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of COSADC or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

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

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider 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 premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Each Accident Limit
-----------------	---------------------

1.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and



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employer's liability. The insured shall also be protected against claim 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 - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

1.4 Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$ 2,000,000.00	Combined Single Limits
-----------------	------------------------

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



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EXHIBIT "D"

RFP DC-03-17 Grant Application and Project Administration Services



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EXHIBIT "E"
PROVIDER'S RESPONSE TO RFP DC-03-17

EXHIBIT “B”

Provider’s Response to RFP-DC-03-17

(continued on following pages)



PROPOSAL TO PROVIDE
GRANT APPLICATION AND PROJECT
ADMINISTRATION SERVICES

RFP No. DC-03-17

City of San Angelo-Development Corporation



AUSTIN (HQ)

ALPINE

BEEVILLE

DALLAS

GALVESTON

HOUSTON

HUNTSVILLE

KOUNTZE

MCALLEN

NEW ULM

PALESTINE

ROCKPORT

SAN ANGELO

TEXARKANA



2201 Northland Drive
Austin, TX 78756
512-420-0303
eric@grantworks.net

EXECUTIVE SUMMARY

Thank you for including GrantWorks in your Request for Proposals for application and grant implementation services for Economic Development Administration funding in connection with Phase 2 of the City of San Angelo Business & Industrial Park. We are Texas' foremost provider of grant application and management services, and we have the resources and expertise to successfully complete your projects. GrantWorks' staff has more than 750 years of experience working in governmental agencies, governmental consulting and non-profit companies. We handle every aspect of grant implementation and free you and your staff from paperwork while providing you with the decision-making information you need.

Overview

GrantWorks proposes to assist the City of San Angelo Development Corporation (COSADC) in developing an application for the Economic Development Administration's grant program and administering the grant should one be awarded. This proposal includes several parts:

- Project Approach and our scope of services;
- Personnel and organizational information that demonstrates GrantWorks' expertise, experience, and capacity to provide administrative services;
- A client reference list;
- A brief history of GrantWorks' track record with state and federal grants, particularly Economic Development;
- Our fee structure; and
- Our status and policies regarding affirmative action and EEO.

We take pride in our performance, helping to implement your project on time, within budget, and within State and Federal requirements. GrantWorks has a full-time staff of over 60 employees that are specialized in project and financial management, including Federal URA, Civil Rights, and Equal Employment Opportunity requirements. We have dedicated application and project implementation staff, including those specialized in environmental review and labor standards compliance, who will work with your community throughout each phase of your project.

Our firm is financially stable and currently provides administration services for more than 250 ongoing grant contracts. GrantWorks has the ability to perform the functions required by this RFP and the services represented in this response, as demonstrated by our extensive history working with state and federal grants.

We offer fifteen full-time grant project managers to implement every type of development project, from Economic Development and Texas Capital Fund to Community Development, Parks & Wildlife, and Coastal Management Programs. Our grant managers have successfully implemented more than 800 Texas Community Development Block Grant projects valued at over \$250 million since 2000. GrantWorks Contract Implementation, Client Services, and Application Development staff members are here to serve you.

As a small Texas-based business dedicated to the management of economic development, community development, and planning grant programs, GrantWorks can handle every issue that arises in implementing your projects. We look forward to this opportunity to work with your community to achieve its economic development goals.

Please give me a call if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Eric Hartzell". The signature is fluid and cursive, with the first name "Eric" written in a larger, more prominent script than the last name "Hartzell".

Eric Hartzell, AICP
Executive Vice President

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I. SCOPE OF SERVICES

GrantWorks will implement your Economic Development Administration project(s) in accordance with State and Federal requirements and with local satisfaction in mind. Our services include:

Application – GrantWorks will assist COSADC in preparing an economic development application for submission to the U.S. Economic Development Administration; assist in project eligibility determination to increase the probability of funding in relation to program guidelines and local needs; assist in organizing and completing application requirements including identifying the economic development needs assessment, investment impact and how the proposed project will satisfy Economic Development Administration's Investment Policy Guidelines; and assist in responding to any requests by Economic Development Administration for clarification or supplemental application information.

Implementation - Guide and assist with start-up, financial management, record keeping, amendments, reporting, environmental clearance, civil rights, acquisition report, labor standards, contract closeout, and other aspects of program implementation. We prepare all forms, notices, and agenda items and provide them to you in advance. We communicate with the project engineer, EDA staff, and other parties to ensure successful completion of your project. We attend the site visit, monitoring review, and public meetings as necessary.

II. PROJECT APPROACH

GrantWorks will be primarily responsible for coordinating and expediting all grant activities. We strive to remain a cooperative, informed, and active member of your project implementation team. As such, we help keep projects on track and on time. Our core tasks include:

- Maintain regular contact with the project engineer, the local contact person(s), construction contractors, and funding agency;
- Provide all start up related documentation to include file maintenance systems;
- Provide project engineers with an engineering instruction and forms packet so they know up-front what information is required by the Federal and/or State agency;
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors for record keeping and financial management,
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the State agency;
- Assist you in working with the State agencies from start-up to close out to resolve any issues that may arise with your grant application or funded project.

Proposed Project Timeline

Year 1	
4 months	Application Preparation (engineering map and budget narratives, and demographic data), support letter from the COG economic development district (often the proposed project scope must be presented to the EED board), and gathering some business support/interest letters followed by a public hearing (3 days early notice in paper) followed by a council resolution (also 3 days agenda posting) Application-related documents will be send to COSADC for review
1 month	Notice of Award
1 month	Complete grant start up paperwork
6 months	Environmental Clearance – Approximately 4-6 months. Environmental clearance time line is affected if the project is located in an area with the following concerns: floodplain/wetlands, historical/archeological concerns; vegetation/wildlife concerns; Hazardous or Toxic Substances concerns; Land Use and Zoning Hazardous or Toxic Substances; Environmental Justice (Executive Order 12898); air quality, noise pollution; Public Notification/Controversy; Direct, Indirect, and Cumulative Effects Engineering Design
Year 2	
4 months	Continuation of environmental clearance and engineering design
2 months	Project Bid
2 months	Award and Start of Construction (dependent on council meetings and bonding)
4 months	Construction – this time line can vary depending on if the project is bid out all at once or if the activities are bid separately
Year 3	
8 months	Continuation of construction
Years 4-6	
2 months	Continuation of construction Project Close-Out – activities include final public hearing, as-builts, Final Wage Compliance Report, Project Completion Report Note that Close-Out may be completed sooner depending on construction and economic development timelines

III. STAFF QUALIFICATIONS, ORGANIZATION EXPERIENCE AND AVAILABILITY

A. KEY PERSONNEL:

GrantWorks has a proven track record of customer service and dedication to enhancing Texas communities. We assign a dedicated team including two primary contacts specialized in Economic Development application development and project implementation. Our staff has the experience to meet your community's needs within the established timeframe

Primary Contact Resumes

Martha Drake and Michele Goerke have worked together specializing in economic development projects for four years. As a team they have successfully applied for and managed over a dozen economic development projects.

Martha Drake

DIRECTOR OF PROJECT DEVELOPMENT

Martha has worked in economic and community development since 1995 and has been with GrantWorks since 1999 as a senior consultant and application expert. Martha has successfully funded numerous TxCDBG, Texas Capital Fund, Economic Development Administration and Coastal Program applications.

Michele Goerke

SENIOR PROJECT MANAGER

Michele has eleven years of project management experience and has been a project manager for GrantWorks since 2013 specializing in economic development projects. Prior to joining GrantWorks, she worked as an Environmental Specialist/Contract Administrator. She is experienced as a Grant Writer for the Texas Capital Fund program and is a specialist in Economic Development, Main Street and Downtown Revitalization programs.

Martha Drake

Director of Project Development

Education

- B.S. in Journalism, Sam Houston State University, Huntsville, Texas

Highlights

- Prepared more than 250 successful federal and state grant applications totaling more than \$70,000,000 in infrastructure awards across Texas.
- First-hand knowledge of application requirements and processes for CDBG, EDA, Texas Capital Fund, USDOT, Disaster Recovery, Texas Parks & Wildlife, and Coastal Management grants
- Projects include construction of utility infrastructure, drainage facilities, roadways, sidewalks, pedestrian and disabled access, lighting, community centers, parks, piers, boat ramps, commercial structures, wind turbines, and single-family housing rehabilitation.

Registrations/Certifications

- CDBG Certified Grant Administrator by Texas Department of Agriculture

Professional Qualifications

Martha has worked in economic and community development since 1995. She joined GrantWorks in 1999 and quickly assumed leadership over application development in a wide variety of state and federal programs. Martha's verbal and written communication skills coupled with her ability to assess application evaluation rules to her clients' advantage gives her a project development record second-to-none in Texas.

Relevant Project Experience

Director of Project Development and Senior Consultant, GrantWorks, Inc., Huntsville, Texas, 1999-Present

EDA Grant Writer

Martha has created successful EDA applications for the Cities of Bay City and Clarksville, Texas. Each application was for \$1.2 million, with proceeds used to construct infrastructure improvements in support of a major manufacturing facility in Bay City and to acquire a site and building for a biodiesel start-up in Clarksville. Martha worked closely with the cities, the business, the local economic development corporations, engineers, and developers to complete these applications.

Texas Capital Fund Grant Writer

The Texas Capital Fund uses federal Community Development Block Grant (CDBG) funds to provide local infrastructure and real estate development in return for job creation. Martha's efforts have resulted in more than \$40 million in awards to 80 cities and counties in Texas. Martha coordinates all aspects of the TCF grant application process including public hearings, council meetings, development budget and exhibits, and required business commitments.

Other Grant Writing

Martha oversees the coordination and development of applications for programs such as CDBG Community Development, Disaster Relief and Recovery, Coastal Management Program, CIAP, CEPRA, TEA-21/Safe Routes to School, Restore (Gulf cleanup), and Texas Parks & Wildlife park, trails, and boat ramp grants.

Grant Consultant, Raymond K. Vann & Associates, Atlanta, Texas, 1995-1999

Grant Writer and Manager

Martha wrote and managed CDBG funded infrastructure projects for more than a dozen communities in Northeast Texas.

Prior to her grant writing career, Martha was a journalist and reporter for several local newspapers.

Michele Goerke

Senior Project Manager

Highlights

- Knowledgeable of businesses concerns
- Specializes in economic development grants

Registrations/Certifications

- CDBG Certified Grant Administrator by the Texas Department of Agriculture

Training

- TxDOT-2014; CDBG-2016
- TDA Grant Application and Implementation Workshops
- TDA Environmental Training
- U. S. Department of Housing and Urban Development Environmental Training
- Texas Department of Transportation Environmental Training
- Texas Capital Fund & Main Street application and Implementation Workshops
- Texas Municipal League Annual Conference

Professional Qualifications

Michele has over 12 years of experience with state and federal grant programs. A majority of her experience over the last 8 years has been with the Economic Development projects through the Texas Capital Fund (TCF) program, Main Street projects and Economic Development Administration (EDA) programs. She has managed over \$21 million in grant projects.

Relevant Project Experience

Senior Project Manager, GrantWorks, Inc. Austin Texas 2014-Present Texas Capital Fund Grant Administrator

Michele has successfully managed over \$14 million in TCF/Main Street grants which includes contract drafting, financial management, bid and procurement, environmental clearance, labor standards, reporting, and time line oversight as well as the liaison between the business and locality assuring job creation and all State and federal requirements are met.

EDA Grant Administrator

Michele is currently managing two EDA grants totaling \$2.4 million in the cities of Clarksville and Bay City. The Clarksville project consists of acquisition of a site and purchase of a building for a biodiesel start-up facility. The Bay City grant consists of sewer improvements as part of a larger economic development project for Tenaris, a manufacturing company. To support the Bay City grant, Matagorda County was awarded a TCF grant for infrastructure for road improvements.

Other Grant Administration

Michele has administered over \$5 million in CDBG Community Development Block Grants for various infrastructure improvement projects for cities and counties in Texas as well as TXDOT Trail Grants and Texas Parks and Wildlife Park and Trail Grants.

Other Grant Related activities

Previously, Michele was the lead on coordinating with localities and businesses on their TCF, Main Street, EDA and TXDOT applications. She has also held the position of Environmental Specialist performing environmental clearances. Through management support, she conducted public hearings, prepared reports, research, maintained schedules and appointment calendars and travel for staff, inventory control and equipment services as needed.

B. ORGANIZATION:

Application & Client Services

GrantWorks' dedicated Application & Client Services team assists communities in preparing grant applications for state and federal funding. GrantWorks assists in project eligibility determination; needs assessments; organizing and completing application requirements including the citizen participation, documentation of beneficiaries, documentation of local matching funds, and resolution; and responding to any requests by the funding agency for clarification or supplemental application information.

Grant Writers	Martha Drake	Eric Hartzell, AICP	Bruce Spitzengel	Mary Alice Smith	Gary Smith
Field Representatives	Mary Alice Smith	Betty Collier	Cloy Richards, CPM	Kelle Odom	Shirleen Bonacci

Community Development Services

Brenna Minor and Martha Arosemena lead GrantWorks' Community Development department. The department has managed 88 economic development projects for over **\$46 million in funding**. Our team consists of project managers, specialists in Economic Development, Davis-Bacon labor standards, financial systems, environmental review, EDA compliance, and other fields.

Department Management CD Project Managers	Brenna Minor, AICP		Martha Arosemena, AICP, PMP	
	Michele Goerke	Cristal Garcia	Emily Phalan, AICP	Liz Nguyen
	Mirenda Harris	Vicki Spiess	Ahide Gutierrez	Casey LeMay
	Jeff Carrillo	Jerry Carvajal	Katie Falgoust	Nate Buckley
	Robin Sisco			
Environmental Specialists Administrative	Dana Scanes	Lauren Kotwal, AICP		
	Selena Kuglin	Janice Southworth	Adam Schragin	Gilbert Garcia

GrantWorks' Community Development Department is highly experienced with economic development projects and is number one in the State of Texas for assisting local governments with the Texas Capital Fund (TCF) program.

We have cultivated an exceptional team that has earned an excellent reputation in its application and administration of Economic Development funding – working with municipalities, economic development corporations, and the business community. We excel in understanding and applying program rules and eligibility criteria to the benefit of both the State and our client communities.

IV. REFERENCES



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Project References

List at least five (5) government/business references for projects completed with similar scope and size who can verify the quality of your services related to this RFP.

REFERENCE ONE

Government/Company Name: Bay City
Location: Bay City, Texas
Contact Person and Title: Barry Calhoun, Public Works Director
Telephone Number: 979-245-7236
Scope of Work: Application Preparation and EDA Project Implementation
Contract Period: 2014-2019

REFERENCE TWO

Government/Company Name: Matagorda County
Location: Bay City, Texas
Contact Person and Title: The Honorable Nate McDonald, County Judge
Telephone Number: 979-244-7605
Scope of Work: Application Preparation and EDA Project Implementation
Contract Period: 2014-2019

REFERENCE THREE

Government/Company Name: City of Clarksville
Location: Clarksville, Texas
Contact Person and Title: Ann Rushing, Mayor
Telephone Number: 903-427-3834
Scope of Work: Application Preparation and EDA Project Implementation
Contract Period: 2013-2018

REFERENCE FOUR

Government/Company Name: General Land Office
Location: Galveston Texas and South East Texas Regional Planning Commission projects
Contact Person and Title: Maureen Mahoney, Project Specialist VII
Telephone Number: 512-475-5044
Scope of Work: Documentation review, maintenance, compliance activities
Contract Period: 2013-2014



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

REFERENCE FIVE

Government/Company Name: City of Columbus
Location: Columbus, Texas
Contact Person and Title: Donald Warschak, City Manager
Telephone Number: 979-732-2366
Scope of Work: Infrastructure Improvements-Texas Capital Fund
Contract Period: 2013-2016



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Local References

List at least five (5) government/business references for projects completed with similar scope and size who can verify the quality of your services related to this RFP **within** the City of San Angelo/COSADC or within 150 miles of San Angelo, Texas.

REFERENCE ONE

Government/Company Name: Tom Green County
Location: San Angelo, Texas
Contact Person and Title: Sandi Kenney, Judge's Assistant
Telephone Number: 325-653-3318
Scope of Work: Financial Management, Acquisition, Environmental Review
Contract Period: Multiple Projects from 2008-2018

REFERENCE TWO

Government/Company Name: FWSD No.1-Tom Green County
Location: Carlsbad
Contact Person and Title: Ben Wiese, Manager
Telephone Number: 325-658-2961
Scope of Work: Coordination/Liaison Services, Labor Standards Oversight
Contract Period: 2014-2016

REFERENCE THREE

Government/Company Name: City of Snyder
Location: Snyder, Texas
Contact Person and Title: Merle Taylor, City Manager
Telephone Number: 325-573-4957
Scope of Work: Financial Management, Environmental Review, Technical Assistance
Contract Period: 2014-2017

REFERENCE FOUR

Government/Company Name: Colorado City
Location: Colorado City, Texas
Contact Person and Title: David Hoover, City Manager
Telephone Number: 325-728-3463
Scope of Work: Financial Management, Environmental Review, Technical Assistance
Contract Period: 2014-2017



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

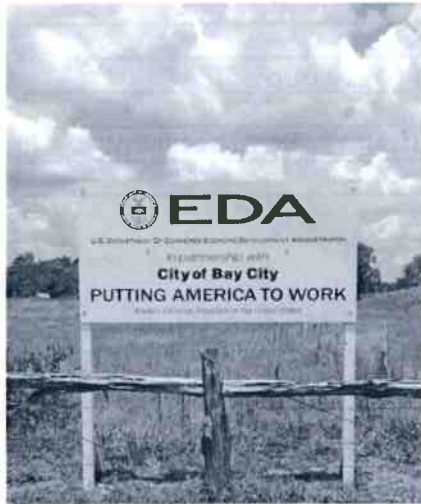
REFERENCE FIVE

Government/Company Name: Sterling City
Location: Sterling City, Texas
Contact Person and Title: Richard Seals, Public Works Director
Telephone Number: 325-378-2811
Scope of Work: Financial Record Keeping, Fair Housing, Environmental Review
Contract Period: 2011-2013

V. RELATED EXPERIENCE

A. Economic Development Programs

GrantWorks has assisted local governments and economic development corporations with applications for a wide range of businesses and infrastructure needs and provided administration for economic development Administration funded projects similar in size and scope, including the following:



Bay City, Texas

Matagorda County, Texas

INFRASTRUCTURE

ECONOMIC DEVELOPMENT ADMINISTRATION

EDA Grant Amount: \$1.2 million

TDA Grant Amount: \$1.5 million in federal CDBG funds

Project Dates: 2014-2019

Project Description: Funds from the city's EDA award were used in conjunction with a Texas Department of Agriculture (TDA) Texas Capital Fund grant to complete the necessary infrastructure to support the new Bay City Tenaris manufacturing facility. Improvements included the installation of a lift station, sewer main, road repair, and related appurtenances.

Project Outcomes: This project has promoted the region's economy by supporting higher-paying manufacturing jobs, providing adequate

utility service to this area of the region, thereby making it more attractive to potential symbiotic businesses, and generating utility and ad valorem revenue for the city and county

Clarksville, Texas

REAL ESTATE

ECONOMIC DEVELOPMENT ADMINISTRATION

EDA Grant Amount: \$1.2 million

Project Dates: 2013-2018

Project Description: Funds were utilized to acquire an approximately 26-acre tract of land and an existing 126,000 square foot, light industrial building located on the site.

Project Outcomes: Acquisition of the vacant industrial building and subsequent lease to an emerging technology business. The project addresses the stated challenges and objectives of the North East Texas Economic Development District's Comprehensive Economic Development Strategy (CEDS) by (1) diversifying the industrial makeup of the community, (2) creating jobs, many of which will be high-paying positions, and (3) participating in educational outreach programs and training opportunities such as internships.



Galveston, Texas and
South East Texas Regional Planning Commission
ECONOMIC DEVELOPMENT
GENERAL LAND OFFICE

Project Dates: 2013-2014

Project Outcomes: GrantWorks worked with the General Land Office to resolve outstanding HUD monitoring concerns related to the City of Galveston's Business Recovery Loan program. Prior to GrantWorks' involvement, the program awarded more than 60 loans to local businesses but failed to collect adequate documentation related to the CDBG National Objective or DOB. GrantWorks created procedures to assess the existing files then retrieve and verify needed documents from the businesses including subrogation agreements, invoices and receipts, insurance explanation of benefits, SBA loan agreements, tax and income certifications, and payroll reports.

GrantWorks' team performed a similar task for the Land Office on the South East Texas Regional Planning Commission's small business loan program in 2014, clearing more than 100 previously funded businesses for National Objective and Duplication of Benefits.

Columbus, Texas
INFRASTRUCTURE
TEXAS DEPARTMENT OF AGRICULTURE

Grant Amount: \$1 million in federal CDBG funds

Project Dates: 2013-2016

Project Description: Funds were utilized for easement acquisition and construction of natural gas distribution line to support a manufacturing facility at Texas Crossroads Business Park in Columbus, Texas

Project Outcomes: The infrastructure activities allow operations to begin at the new facility in Columbus, Texas for the manufacturing of oil and gas field machinery and equipment. The objective is permanent job creation and retention.

B. Economic Development Programs, continued

GrantWorks has an extensive history with economic development programs and is #1 in the State of Texas for assisting local governments with the Texas Capital Fund (TCF) program. The TCF uses federal Community Development Block Grant (CDBG) funds to create or retain jobs in the private sector. Activities include infrastructure and site development through grants and loans.

Grantee	Grant Amount	Year
Alma	\$750,000	2015
Alpine	\$750,000	1998
Angleton (4 awards)	\$1,305,000	1996-2002
Aransas Pass	\$750,000	2011
Bay City (10 awards)	\$4,310,840	2001-2016
Beeville (2 awards)	\$600,000	2009-2010
Big Spring	\$750,000	2013
Bishop	\$277,600	2008
Boerne (4 awards)	\$2,050,000	2004-2014
Bogata	\$150,000	2008
Bonham	\$970,000	2016
Bowie County	\$750,000	2013
Brazos County	\$750,000	2013
Bremond	\$150,000	2013
Caldwell	\$301,650	2008
Calvert	\$150,000	2011
Canton	\$374,900	2006
Centerville (2)	\$300,000	2012-2014
Clarksville (3)	\$1,050,000	2005-2013
Clifton (2)	\$468,750	1999-2016
Colorado City (2)	\$1,210,000	2014
Columbus (2)	\$1,150,000	2012-2013
Daingerfield	\$150,000	2008
Domino	\$625,000	2014
East Bernard	\$400,000	2009
Elkhart	\$150,000	2012
Fairfield	\$255,200	2006
Falfurrias	\$150,000	2004
Farmersville (4)	\$854,900	2000-2011
Ferris (2)	\$300,000	2003-2013
Fulton	\$150,000	2006
Garrett	\$525,000	2014
George West (2)	\$984,900	2011-2012
Haskell	\$600,000	2015
Hearne (3)	\$1,225,000	2012-2014
Haskell	\$600,000	2015
Hearne (3)	\$1,225,000	2012-2014
Haskell	\$600,000	2015
Hearne (3)	\$1,225,000	2012-2014
Kendall County (2)	\$785,000	2009-2015
Kerrville	\$750,000	2005
Kleberg County	\$160,000	2015
Live Oak County	\$750,000	2012

Grantee	Grant Amount	Year
Lorena	\$150,000	2008
Live Oak County	\$750,000	2012
Lorena	\$150,000	2008
Marfa	\$648,965	2015
Matagorda Co	\$1,500,000	2014
Naples	\$150,000	2007
Nash (3)	\$1,209,000	2011-2015
Navasota	\$150,000	2012
Orange Grove	\$150,000	2006
Palacios (2)	\$1,250,000	2001-2009
Palestine	\$1,000,000	2005
Palestine	\$383,000	2004
Pilot Point	\$150,000	2009
Port Lavaca (4)	\$1,544,800	2001-2012
Portland	\$239,900	2009
Ralls	\$150,000	2004
Rockport	\$141,600	2006
Seymour	\$150,000	2007
Sinton	\$150,000	2010
Snyder	\$750,000	2014
Sudan	\$150,000	2009
Taft	\$314,900	2012
Three Rivers	\$200,000	2013
Trinity (4)	\$1,800,000	2007-2014
Wharton County	\$750,000	2010
Willacy County	\$750,000	2011

C. Local Administrative Experience

Tom Green County, Texas

CDBG INFRASTRUCTURE-COLONIA
TEXAS DEPARTMENT OF AGRICULTURE

Grant Amount: \$500,000

Project Dates: 2014-2016

Project Description: Increased the FWSD No. 1's water supply and updated aged and deteriorated water line in Carlsbad to prevent frequent maintenance issues. This project had multiple activities including but not limited to installing an additional water well, installing water line and hydrants, ground storage tank rehabilitation, and chlorine leak detection equipment. This project also provided service reconnections to existing customers and first-time water service to 4 households.

Tom Green County, Texas

CDBG INFRASTRUCTURE-COMMUNITY DEVELOPMENT
TEXAS DEPARTMENT OF AGRICULTURE

Grant Amount: \$200,000

Project Dates: 2016-2018

Project Description: Assists the Concho Rural Water Corporation's service area of Frontier Acres/Indian Creek by improving water supply and storage capacity.

Snyder, Texas

CDBG INFRASTRUCTURE-ECONOMIC DEVELOPMENT
TEXAS DEPARTMENT OF AGRICULTURE

Grant Amount: \$750,000

Project Dates: 2014-2017

Project Description: This Economic Development project provided water improvements for the City of Snyder in support of a Company to expand operations by installing 16,500 LF of water line, hydrants, valves meters and associated appurtenances.

Colorado City, Texas

CDBG INFRASTRUCTURE-ECONOMIC DEVELOPMENT
TEXAS DEPARTMENT OF AGRICULTURE

Grant Amount: \$1,210,000

Project Dates: 2013-2017

Project Description: This Economic Development project provided water and sewer improvements for the City of Colorado City in support of three companies to expand operations by installing 5,000 linear feet of sewer line, 8,000 linear feet of water line, and hydrants.

D. Local Administrative Experience, continued

GrantWorks has applied for and managed or is managing the following grants for communities within the Concho Valley Council of Governments and surrounding regions.

Locality	Year	Activities Completed	Activity Amount
Tom Green County	2014	Disaster Relief-Twin Buttes	\$350,000
Tom Green County	2014	Disaster Relief-Grape Creek	\$350,000
Tom Green County	2014	Disaster Relief-Dove Creek	\$350,000
Tom Green County	2014	Water Improvements & 1st-Time Water Service	\$500,000
Concho County	2013	Water Improvements	\$200,000
Crockett County	2013	Infrastructure Improvements	\$209,500
Irion County	2013	Disaster Relief - Water System Improvements	\$350,000
Mertzon	2013	Water and Sewer Improvements	\$200,000
Mertzon	2013	Water System Improvements	\$350,000
Irion County	2012	Street Improvements	\$200,000
Mertzon	2012	Sewer and Water System Improvements	\$199,000
Tom Green County	2012	On-Site Sewer Facilities Installation	\$200,000
Concho County	2011	First-time Sewer Service	\$500,000
Crockett County	2011	Sewer System Improvements	\$200,000
Mason County	2011	Road & Drainage Repairs	\$350,000
Sterling City	2011	Sewer System Improvements	\$200,000
Irion County	2010	On-Site Sewer Facilities Installation	\$230,000
Kimble County	2010	On-Site Septic Facilities Replacement	\$200,000
Mason County	2010	First-time Sewer Facility Installation	\$200,000
Mason County	2008	First-time Water System	\$500,000
McCulloch County	2008	Road & Drainage Restoration	\$343,072
Menard County	2008	County Road Repairs	\$82,933
Tom Green County	2008	On-Site Sewer Facilities Installation	\$500,000
Sterling City	2007	Sewer System Improvements	\$200,000
Mason County	2006	On-Site Sewer Facilities Installation	\$225,000

E. State and Federal Grant Programs

Since 1979, GrantWorks has successfully assisted local governments with their grant related needs – including Economic Development Administration (EDA) programs and most notably the Texas Community Development Block Grant (TxCDBG) program. GrantWorks provided administration, management and/or planning services for each of the following types of projects:

Economic Development Administration

- City of Bay City--\$1.2 million Infrastructure grant award
- City of Clarksville-- \$1.2 million Real Estate grant award

Other Federal and State Programs:

Texas Community Development Block Grant (CDBG)—GrantWorks' Recent History

- Community Development Fund—692 projects funded, \$231+ million #1 in Texas
- Colonia Construction Fund—118 projects administered, \$48+ million #1 in Texas
- Disaster Relief/Recovery Funds—74 projects administered, \$21+ million
- Planning Grants—198 projects funded, completed or underway, #1 in Texas
- Colonia Planning Fund—42 projects completed or underway. #1 in Texas
- Texas Capital Fund (Econ. Dev.) — 86 projects for \$44+ million #1 in Texas
- Texas Main Street/Downtown Revitalization Program —37 projects, \$5+ million

Disaster Recovery-Hurricanes Ike-Dolly Rounds 1, 2.1 and 2.2

- 92 contracts, \$434+ million

Texas HOME Program—Texas Department of Housing and Community Affairs (TDHCA)

- Owner-Occupied Housing Assistance (Rehab/Reconstruction) Funds
500+ contracts awarded for \$198+ million
3,000+ substandard houses rehabilitated or replaced #1 in Texas

Coastal Management Program/Coastal Impact Assistance Program (NOAA/GLO)

- 45 projects managed (\$10+ million)

Safe Routes to School Program (TxDOT)

- 19 projects funded (\$10.7 million)

Texas Parks & Wildlife

- Outdoor/Indoor Recreation Program – 17 projects funded 2000-2014 (\$6.1 million)
- Small Community Parks Program – 36 projects funded 2001-2014 #1 in Texas!

VI. FEE SCHEDULE: SCOPE AND COST OF SERVICES

SCOPE OF SERVICES: GrantWorks will implement your Economic Development Administration project(s) in accordance with State and Federal requirements and with local satisfaction in mind. Our services include:

Application – GrantWorks will assist the City in preparing an economic development application for submission to the U.S. Economic Development Administration; assist in project eligibility determination to increase the probability of funding in relation to program guidelines and local needs; assist in organizing and completing application requirements including identifying the economic development needs, investment impact and how the proposed project will satisfy Economic Development Administration's Investment Policy Guidelines; and assist in responding to any requests by Economic Development Administration for clarification or supplemental application information. The City will be responsible for costs associated with publication of required application notices.

Administrative - Guide and assist with financial management, record keeping, amendments, reporting, environmental clearance, civil rights, acquisition report, labor standards, contract closeout, and other aspects of program implementation. We prepare all forms, notices, and agenda items and provide them to you in advance. We communicate with the project engineer, state staff, and other parties to ensure successful completion of your project. We attend the site visit, monitoring review, and public meetings as necessary.

COST OF SERVICES:

Application – GrantWorks' proposed fee for application services is four thousand dollars (\$4,000.00)

Administrative - GrantWorks' proposed fee for implementation services is four percent (4%) of the total grant amount. This fee is broken out into the following costs for each item in the Scope of Services:

1	Establish files, recordkeeping and financial systems	10%
2	25% of Grant funds Requested and Administration Activities to Date	20%
3	50% of Grant funds Requested and Administration Activities to Date	25%
4	75% of Grant funds Requested and Administration Activities to Date	20%
5	90% of Grant funds Requested and Administration Activities to Date	20%
6	Close-out Documents Submitted	5%
	Contract Amount	100%

The above fees includes all ancillary services that may be necessary to satisfactorily complete the above-listed scope of work categories including: ongoing document preparation, ongoing financial management of grant and local match funds, technical assistance and advice, coordination and liaison services, assistance with project modifications and real property acquisition report assistance and advice.

GrantWorks pays for advertising related to civil rights/fair housing, final public hearing and initial environmental review. Advertising for construction bids is paid using local match or engineering funds.

VII. INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Galloway Insurance Agency PO Box 8 1310 S Water Burnet TX 78611		CONTACT NAME: April Roberts PHONE (A/C No. Ext): (512) 756-2988 FAX (A/C. No): (512) 756-7308 E-MAIL: april@gallowayinsurance.com ADDRESS: april@gallowayinsurance.com	
INSURED Grant Works, Inc.; Northland II Property, LLC 2201 Northland Drive Austin TX 78756		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, LTD 11000 INSURER B: Mercury Insurance 29394 INSURER C: Hartford Accident and Indemnity 22357 INSURER D: Twin City Fire Insurance Company 29459 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert 5/22/16- 2017

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			65SBAZR2028	5/22/2016	5/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices Liab Ins \$ 10,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			BA420000005413	5/22/2016	5/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Non-owned \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			65SBAZR2028	5/22/2016	5/22/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	65WBCZQ5104	5/22/2016	5/22/2017	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Directors & Officers/ EPLI			65KB028205015	12/1/2015	12/1/2016	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

cecelia@grantworks.net

GrantWorks, Inc.
2201 Northland Dr.
Austin, TX 78756**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kyle Stripling/APRIL

ACORD 25 (2014/01)

INS025 (201401)

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VIII. ADDITIONAL DATA

SMALL BUSINESS, MBE, AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY INFORMATION

GrantWorks is a small Texas-based corporation with 60+ full-time employees. Based on the US Small Business Administration guidelines management consulting firms with less than \$6.0 million in annual revenue are considered “small.” By this measure we are a small business. GrantWorks does not qualify as a historically underutilized business (HUB). All services performed by GrantWorks on behalf of local governments are provided without regard to race, national origin, religion, color, sex, age, familial status or disability. GrantWorks does not discriminate in employment opportunity in accordance with federal and local (City of Austin) laws.

SAM Search Results
List of records matching your search for :

Search Term : grant* works*
Record Status: Active

ENTITY	Grant Works Inc	Status:Active
DUNS: 963746466	+4:	CAGE Code: 5JH22 DoDAAC:
Expiration Date: May 12, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2201 Northland Drive		
City: Austin	State/Province: TEXAS	
ZIP Code: 78756-1117	Country: UNITED STATES	

SAM Search Results
List of records matching your search for :

Search Term : bruce* spitzengel*
Record Status: Active

No Search Results



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Contact Information Form

Firm Name: Grantworks Inc
Mailing Address: 2201 Northland Dr
City, State Zip Code: Austin, Texas 78756
Print Name: Eric Hartzell, Vice President Date: 3/16/2017
Tax ID (attach IRS W-9): 76-0446220
Telephone: 512-420-0303 FAX: 512-420-0302
Email: eric@grantworks.net

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GRANTWORKS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2201 NORTHLAND DRIVE

6 City, state, and ZIP code
AUSTIN, TEXAS 78756

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

7	6		-	0	4	4	6	2	2	0
---	---	--	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **8/24/16**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Grantworks Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 [Signature]
Signature of vendor doing business with the governmental entity

3/16/2017

Date



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

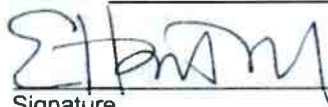


CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Debarment and Suspension Certification

- (1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

PROVIDER: Grantworks Inc.

BY: 

Signature

ITS: Executive Vice President

DATE: 3/16/2017



Draft Contract

This Services Agreement ("Agreement") is entered into by and between the City of San Angelo Development Corporation, a State of Texas non-profit Type B development corporation ("COSADC") and _____, a _____ ("Provider"), effective as of the _____ day of _____, 20____ (the Effective Date).

RECITAL

A. City of San Angelo Development Corporation issued a request for proposal, No. DC-03-17 Grant Application and Project Administration Services ("RFP DC-03-17"), for EDA Grant Writing/Administration Services ("Services") on _____; Provider's response thereto ("Response") has been selected as the most qualified Response for the provision of Services; and, Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. COSADC wishes to engage the services of Provider, and Provider wishes to perform Services for City.

C. On _____, 20____, the City of San Angelo Development Corporation authorized the President of its Board to negotiate and execute this Agreement, under the terms and conditions set forth herein, subject to approval of the City Council.

D. The Provider's representative executing this Agreement on behalf of Provider has full and complete authority of Provider's governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

TERMS:

1. RECITALS: The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. TERM: The term of this Agreement shall be _____ commencing on the Effective Date hereof.

3. OPTION TO EXTEND: COSADC shall, at its sole discretion, have four (4) options to extend the term hereof under the same terms, conditions and compensation for additional one (1) year periods, based on a finding by COSADC that the exercise of the option(s) is in COSADC's best interest, subject to



availability and appropriation of funds. City Council approval for any such extensions shall not be required as long as the combined extended terms do not exceed an additional four (4) years.

4. SCOPE OF SERVICE:

A. Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein and in **Exhibit "A"** attached hereto, and made a part of this Agreement for all purposes.

B. Provider acknowledges to COSADC that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due COSADC, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to COSADC; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Contract Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

5. COMPENSATION: Provider warrants that it has reviewed COSADC's requirements and has asked such questions and conducted such other inquiries as Provider deemed necessary in order to determine the price Provider will charge to provide Services to be performed under this Agreement.

A. The amount of compensation payable by COSADC to Provider shall be based on the rates and schedules described in **Exhibit "B"** hereto, which by this reference is incorporated into this Agreement.

B. Unless otherwise specifically provided in **Exhibit "B"**, payment shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should COSADC require one to be performed.

6. CONTRACT DOCUMENTS: The following documents from COSADC are incorporated herein by reference for all purposes, as if fully set out verbatim:

- This Service Agreement;
- RFP DC-03-17;
- Provider's Response

In the event of conflicts or discrepancies between the Contract Documents, the conflict or



discrepancy will be resolved as provided under this Agreement, Section 15. "Resolution of Contract Disputes", with a purpose to produce the intended results. The interpretations will be based on the following priorities:

1. This Service Agreement;
2. RFP DC-03-17 (Exhibit "D");
3. Provider's Response (Exhibit "E")

7. AUDIT AND INSPECTION RIGHTS:

A. COSADC may, at reasonable times, and for a period of not less than five (5) years following the date of final payment by COSADC to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement.

B. COSADC may, at reasonable times during the term hereof, inspect Provider's Work and perform such tests, as COSADC deems reasonably necessary, to determine whether the goods or Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in **Exhibit "A"** and the contract documents. Provider shall make available to COSADC all reasonable access and assistance to facilitate the performance of tests or inspections by COSADC representatives.

8. AWARD OF AGREEMENT: Provider represents and warrants to COSADC that it has not employed or retained any person or company employed by COSADC to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

9. PUBLIC RECORD: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to COSADC contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by COSADC and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by COSADC.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: This Agreement is expressly made subject to all applicable federal, state, county and COSADC laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement. All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that



all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

11. INDEMNIFICATION AND INSURANCE INDEMNIFICATION AND INSURANCE. Provider shall indemnify, defend and hold harmless COSADC and its officials, employees (collectively referred to as "Indemnitees") and each of them from and against damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a Subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control (whether active or passive) of Provider or its employees, or sub-providers (collectively referred to as "Provider") (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement 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 Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by City but only after final adjudication and to the extent and percent that Provider or Provider's agents are found negligent or otherwise at fault.

12. INSURANCE: Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by COSADC of the types and in the amounts specified in **Exhibit "C"** attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with COSADC, its board members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of the City of San Angelo, Office of Risk Management for adequacy of protection and evidence of such coverage shall be furnished to the City of San Angelo Risk Manager on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar



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Tel: (325) 657-4219

days prior written notice to the City of San Angelo Risk Manager. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider'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 premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against COSADC, its board members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of the City of San Angelo Risk Manager's Office, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, COSADC reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following written notice of the changed requirement, Provider shall be deemed in default of this Agreement.

13. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, COSADC, in addition to all remedies available to it by law, may immediately upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by COSADC to Provider while Provider was in default shall be immediately returned to COSADC. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to COSADC for all costs and expenses incurred by



COSADC in preparation and negotiation of this Agreement, as well as all costs and expenses in the procurement of Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and COSADC based upon an alleged violation of the terms of this Agreement by COSADC shall be submitted to the City of San Angelo City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to non-binding mediation at the sole discretion of COSADC. COSADC agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of COSADC and acceptance by the City of San Angelo City Council. If either mediation is unsuccessful or COSADC elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.



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15. TERMINATION RIGHTS OF CITY:

A. COSADC shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, COSADC shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall COSADC be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. Notwithstanding anything to the contrary in this agreement, COSADC shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, COSADC shall not be obligated to pay any amounts to Provider and Provider shall reimburse to COSADC all amounts received by Provider under this Agreement.

16. NONDISCRIMINATION: Provider represents and warrants to COSADC that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

17. ASSIGNMENT: This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of COSADC, which may be withheld or conditioned, in COSADC's sole discretion.

18. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

City of San Angelo Development Corporation
Attn: Roland Pena
69 N. Chadbourne St.
San Angelo, Texas 76903
Phone: (325) 657-7197

TO PROVIDER:

Attn: _____

Phone: _____

19. AMENDMENTS: COSADC or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly



authorized representative of COSADC and Provider, and approved by City of San Angelo City Council. Such amendments shall not invalidate this Agreement, nor relieve or release COSADC or Provider from their respective obligations under this Agreement as amended.

20. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. Venue for any cause of action arising under this Agreement is Tom Green County, Texas.

G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

21. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

22. INDEPENDENT VENDOR: Provider has been procured and is being engaged to provide Services to COSADC as an independent Vendor, and not as an agent or employee of COSADC. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City of San Angelo, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of COSADC are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to COSADC under this Agreement.



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23. **CONTINGENCY CLAUSE:** COSADC's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

24. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFP DC-03-17.

25. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon COSADC. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

26. **ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

27. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

28. **REAFFIRMATION OF REPRESENTATIONS AND DISCLOSURE COMPLIANCE:** Contractor hereby reaffirms all of the representations contained in Contract Documents. Contractor warrants that Contractor has complied with the provisions of Section 2252.908 of the Texas Government Code and regulations adopted pursuant thereto requiring submission to the COSADC of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the COSADC.



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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this day and year above written.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION,
a State of Texas non-profit Type B development corporation

BY: _____
Tommy Heibert, President

ATTEST:

Bryan Kendrick, COSADC Secretary

"Provider"
BY: _____

ITS: _____

DATE: _____, 20____

ATTEST:

Secretary

APPROVED AS TO CONTENT:

Roland Pena, Director of Economic Development



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72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

APPROVED AS TO FORM AND
CORRECTNESS:

Theresa James, COSADC Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Charles Hagen, Risk Manager



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EXHIBIT "A"
SCOPE OF SERVICES



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EXHIBIT "B"

COMPENSATION

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFP DC-03-17. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 PAYMENT OF COMPENSATION

Provider shall submit to COSADC monthly invoices which indicate work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. COSADC shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If COSADC disputes any of Provider's fees, COSADC shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

2.0 REIMBURSEMENT FOR EXPENSES

Provider shall not be reimbursed for any expenses unless authorized in writing by COSADC.



EXHIBIT "C"

SPECIAL INSURANCE RIDER

1. **TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of COSADC or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

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

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider 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 premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Each Accident Limit
-----------------	---------------------

1.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and



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employer's liability. The insured shall also be protected against claim 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 - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

1.4 Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$ 2,000,000.00	Combined Single Limits
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If Provider uses contract labor, Provider shall require its sub-provider to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.



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EXHIBIT "D"

RFP DC-03-17 Grant Application and Project Administration Services



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EXHIBIT "E"
PROVIDER'S RESPONSE TO RFP DC-03-17

EXHIBIT “B-1”
PROPOSED PROJECT TIMELINE

Proposed Project Timeline

Months 1-4	Application Preparation (engineering map and budget narratives, and demographic data), support letter from the COG economic development district (often the proposed project scope must be presented to the EED board), and gathering some business support/interest letters followed by a public hearing (3 days early notice in paper) followed by a council resolution (also 3 days agenda posting) Application-related documents will be send to COSADC for review
	Notice of Award from EDA
	Complete grant start up paperwork
Months 3-9	Environmental Clearance – Approximately 4-6 months. Environmental clearance time line is affected if the project is located in an area with the following concerns: floodplain/wetlands, historical/archeological concerns; vegetation/wildlife concerns; Hazardous or Toxic Substances concerns; Land Use and Zoning Hazardous or Toxic Substances; Environmental Justice (Executive Order 12898); air quality, noise pollution; Public Notification/Controversy; Direct, Indirect, and Cumulative Effects
	Engineering Design
Months 9-12	Continuation of environmental clearance and engineering design
Months 12-24	Project Bid
	Award and Start of Construction (dependent on council meetings and bonding)
	Construction – this time line can vary depending on if the project is bid out all at once or if the activities are bid separately
	Continuation of construction
Months 24-26	Project Close-Out – activities include final public hearing, as-builts, Final Wage Compliance Report, Project Completion Report Note that Close-Out may be completed sooner depending on construction and economic development timelines

Note: Project design and construction are dependent upon schedules outside of GrantWorks' scope of work. This schedule assumes an approximate 24 month schedule which is subject to change.

EXHIBIT "C"
SPECIAL INSURANCE RIDER

TYPES AND AMOUNTS OF INSURANCE REQUIRED. Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of COSADC or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "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 limits shall not be less than:

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

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider 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 premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Combined Single Limit
-----------------	-----------------------

1.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The

insured shall also be protected against claim 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 - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

1.4 Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as herein provided. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Provider's work performed under the Contract. Provider shall attempt by reasonable diligence and in good faith to maintain and keep in force and effect professional liability insurance coverage in the minimum amount provided below during the term of the contract and for a period of seven (7) years following the expiration or completion of the contract with the COSADC, either through an existing carrier or a carrier of comparable financial stature and reputation:

\$ 2,000,000.00	Per Claim/Aggregate
-----------------	---------------------

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

Memo

To: Julia Antilley, Purchasing Manager

From: Roland Pena, Director of Economic Development

CC: Candice Blake

Date: May 7, 2017

Re: Selection RFP DC-03-17 for Grant Application/Project Administration Services

This memo is to complete the Request for Proposal (RFP) process of selection for Grant Application and Project Administration Services.

A Request for Proposal (RFP) for Grant Application and Administrative Services was issued to multiple firms, advertised in the local newspaper and posted on the City website. A total of two firms responded to the RFP.

A committee of three staff were assemble to review the proposals and score according to a selection criteria that included the following; experience with similar scope and size, staff qualifications and availability, overall approach and methodology, references and price.

One of the firms failed to follow the instructions in providing proof of good standing of eligibility as a vendor not disbarred, suspended, or ineligible for participation in State and Federal assistance programs. Nonetheless, the committee scored and ranked both firms. Grant Works was selected as highest ranking and most highly qualified of the two firms.

Economic Development staff requested and received at the March 22, 2017 Board meeting an approval to review the responses, conduct interviews, and negotiate a contract with the selected firm. Two of the selection committee members interviewed a team of Grant Works representatives, to further negotiate the scope, reduction of the timeline, price methodology, and successful in negotiating a contract accordingly. The interview further confirmed an overwhelming experience, qualifications, availability of staff, flexibility in overall approach, and commitment to best practice methodology.

Should you have any questions, please contact me at 653-7197.

Ranking Worksheet
RFP Acknowledgment * DC-03-17/ Grant Writing Services

Committee Member Summary	Total Points	Grant Works	TLC Engineering
Category			
Experience with similar scope and size	75	75	55
Staff qualifications and availability	60	60	50
Overall approach and methodology	60	60	40
References	45	45	45
Price	60	60	40
Total Score	300	300.00	230.00
Ranking		1	2

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Robert Schneeman, Economic Development Coordinator, Economic Development, 325.653.7197

Meeting Date: May 16, 2017

Item type: Consent Item

Caption:

Consider ratifying a resolution by COSADC authorizing the Board President to execute a Professional Services Agreement with Parkhill, Smith & Cooper, Inc. to perform Professional Engineering and Surveying Services for infrastructure for Phase 2 of the San Angelo Business & Industrial Park (R.Pena)

Summary/History:

At its meeting on June 22, 2016 the COSADC Board approved allocating up to \$2 Million as matching funds for an Economic Development Administration (EDA) grant for construction of infrastructure in Phase 2 or Phase 3 of the Industrial Park. Due to recent land sales the Phase 2 improvements have become the higher priority. In order to obtain the EDA grant COSADC will be required to secure the services of an Engineering firm to prepare design drawings and cost estimates and will also require the services of a Grant Administrator to oversee the grant aspects of the project. Staff has advertised a Request for Qualifications (RFQ) for engineering services. A total of 9 Engineering firms responded to the Engineering RFQ. Staff requested and received Board approval to review the qualifications, conduct interviews and negotiate a contract with the most qualified firm selected for approval by the COSADC Board and City Council. Staff conducted interviews with a total of 4 firms and selected Parkhill Smith Cooper (PSC) as the most highly qualified.

Due to the relatively fast rate at which parcels are selling in Phase 1 of the Industrial Park, staff is proposing PSC provide a conceptual layout of the Park with emphasis on Phase 2, particularly a recommended conceptual layout that would include providing additional smaller lots (5 acres +/-) and the potential additional infrastructure to support the proposed layout. Once the proposed layout is approved, staff will negotiate the fees for the balance of the project. The proposed fee to perform the required background investigation and prepare the conceptual layout is based on PSC hourly rates not to exceed \$28,000.00 as shown in the attached EXHIBIT "A" RFQ DC-02-17 SCOPE OF SERVICES as Tasks 1.1 and 1.2.

In a vote of 5 to 1, COSADC approved the resolution at its meeting on April 26, 2017 .

Financial Impact:

To be determined. Not to exceed \$28,000 for concept design and approval. Once concept is approved, final design cost will be negotiated. Budget amendment to create project in process. \$28,000 from Acct. No.452900 Future Project to New Project.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------------|--|
| 1. | Resolution | Signed Resolution.pdf |
| 2. | Draft Agreement | 6d3_Engineering Services Agreement.pdf |
| 3. | Selection Memo | Selection Memo.pdf |

- | | | |
|----|-------------------|-----------------------|
| 4. | Selection Summary | Selection Summary.pdf |
| 5. | Interview Summary | Interview Summary.pdf |

Presentation:

Approvals/Reviews:

Robert Schneeman	Created/Initiated
Roland Pena	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE PRESIDENT TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL SMITH & COOPER, INC. IN SUBSTANTIALLY THE ATTACHED FORM, TO PERFORM PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR INFRASTRUCTURE FOR PHASE 2 OF THE SAN ANGELO BUSINESS & INDUSTRIAL PARK, SUBJECT TO APPROVAL OF THE CITY COUNCIL.

WHEREAS, the City of San Angelo Development Corporation (COSADC) issued a Request for Qualifications, RFQ No. DC-02-17, for Professional Engineering and Surveying Services with a submittal deadline of February 10, 2017, and Provider's response thereto has been selected as the most qualified for the provision of Services; and,

WHEREAS, On March 22, 2017 the COSADC Board authorized COSADC staff to negotiate the terms and conditions set forth in the attached Agreement;

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

Section 1. The foregoing recitals are true and adopted as part of this Resolution.

Section 2. The President is hereby authorized and directed to negotiate and execute on behalf of COSADC the Professional Services Agreement with Parkhill Smith & Cooper, Inc. in substantially the attached form.

Section 3. The Agreement shall be subject to approval of the City of San Angelo City Council.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST.

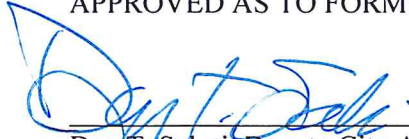

Bryan Kendrick, Corporate Secretary


Edward Carrasco, President

APPROVED AS TO CONTENT:


Roland Peña, Director of Economic Development

APPROVED AS TO FORM:


Dan T. Saluri, Deputy City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF SAN ANGELO
AND PARKHILL, SMITH & COOPER, INC.**

This Services Agreement (“Agreement”) is entered into by and between the City of San Angelo Development Corporation, a State of Texas non-profit Type B development corporation (“COSADC”) and PARKHILL, SMITH & COOPER, INC., a for profit Texas corporation (“Provider”), effective as of the _____ day of _____, 2017 (the Effective Date).

RECITAL

A. On January 20, 2017, City of San Angelo Development Corporation issued a Request for Qualifications No. DC-02-17 Professional Services – Infrastructure & Engineering for Business & Industrial Park (“RFQ DC-02-17”), for professional engineering, planning, consultation, design, drafting, surveying and related professional services regarding streets, water infrastructure, stormwater infrastructure and sewer infrastructure including the necessary franchise utility coordination and traffic studies to complete work for COSADC (“Services”); Provider’s response thereto (“Response”) has been selected as the most qualified Response for the provision of Services; and, Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. COSADC wishes to engage the services of Provider, and Provider wishes to perform Services for COSADC.

C. On March 22, 2017, the City of San Angelo Development Corporation authorized the President of its Board to negotiate and execute this Agreement, under the terms and conditions set forth herein, subject to approval of the City Council.

D. The Provider’s representative executing this Agreement on behalf of Provider has full and complete authority of Provider’s governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

TERMS:

1. **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. **TERM:** The term shall begin upon approval of this Agreement by the City Council for the City of San Angelo, Texas, and full execution of this Agreement, and shall continue for a term of two (2) year.

Performance of the Services described as “Task 1.1--Data Collection” and “Task 1.2--Conceptual Layout” in the Scope of Services, **Exhibit “B-1”** shall be completed within ninety (90) days of the Notice to Proceed at the Schedule of Hourly Rates set forth in **Exhibit B-2”**, for a total cost not to exceed TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$28,000). Provider agrees that approval for beginning Services on the project will not be given and that Services will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by the Risk Manager for the City of San Angelo, on behalf of COSADC.

3. **SCOPE OF SERVICE:**

A. Provider agrees to provide basic services as specifically described in **Exhibit “A”** and Scope of Services specifically described in **Exhibit “B-1”**, attached hereto and made a part of this Agreement for all purposes, under the special terms, schedule(s) for performance and conditions set forth herein. Tasks 1.1 and 1.2 of Scope of Work shall be performed at rates set forth in the Hourly Rate Schedule, **Exhibit “B-2”**, the total due for Task 1.1 and Task 1.2 not to exceed \$28,000. Provider shall provide services for ”additional tasks” set forth in **Exhibit “B-1”** at rates to be agreed to. Tasks not described on **Exhibit “B-1”** shall only be provided pursuant to separate task order(s) at rates set forth in the Hourly Rate Schedule, **Exhibit “B-2”**.

B. Provider acknowledges to COSADC that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due COSADC, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to COSADC; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Contract Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

4. **COMPENSATION:** Provider warrants that it has reviewed COSADC’s requirements and has asked such questions and conducted such other inquiries as Provider deemed necessary in order to determine the price Provider will charge to provide Services to be performed under this Agreement.

A. The amount of compensation payable by COSADC to Provider shall be based on the rates and schedules described in **Exhibit “B-2”** attached hereto, subject to the limitation provided at 3. “Scope of Service”, subpart A. above.

B. Provider shall submit to COSADC a monthly invoice which indicates work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. COSADC shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If COSADC disputes any of Provider's fees, COSADC shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

C. Invoices shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should COSADC require one to be performed.

D. Provider shall not be reimbursed for any expenses unless authorized in writing by COSADC.

5. CONTRACT DOCUMENTS: The following documents from COSADC are incorporated herein by reference for all purposes, as if fully set out verbatim:

1. RFQ DC-02-17, (**Exhibit "A"**);
2. Provider's Response to RFQ DC-02-17, (**Exhibit "B"**);
3. Scope of Services, (**Exhibit "B-1"**) and any Task Orders issued pursuant to this Agreement.
4. Hourly Rate Schedule (**Exhibit "B-2"**)
5. Special Insurance Rider, (**Exhibit "C"**)

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 14. "Resolution of Contract Disputes", with a purpose to produce the intended results. The interpretations will be based on the following priorities:

1. This Professional Services Agreement and Special Insurance Rider (**Exhibit "C"**);
2. RFQ DC-02-17, (**Exhibit "A"**)
3. Provider's Response to RFQ DC-02-17, Scope of Work and Hourly Rate Schedule, (**Exhibits "B", "B-1" AND "B-2"**);
4. Task Orders

6. OWNERSHIP OF DOCUMENTS: Provider understands and agrees that any information, document, report or any other material whatsoever which is given by COSADC to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is, and shall at all times remain, the property of COSADC. Provider agrees not to use any such information,

document, report or material for any other purpose whatsoever without the written consent of COSADC, which may be withheld or conditioned by COSADC in its sole discretion.

7. AUDIT AND INSPECTION RIGHTS:

A. COSADC may, at reasonable times, and for a period of not less than five (5) years following the date of final payment by COSADC to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement.

B. COSADC may, at reasonable times during the term hereof, inspect Provider's Work and perform such tests, as COSADC deems reasonably necessary, to determine whether the goods or Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in **Exhibit "A"** and the contract documents. Provider shall make available to COSADC all reasonable access and assistance to facilitate the performance of tests or inspections by COSADC representatives.

8. AWARD OF AGREEMENT: Provider represents and warrants to COSADC that it has not employed or retained any person or company employed by COSADC to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

9. PUBLIC RECORD: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to COSADC contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by COSADC and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by COSADC.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: This Agreement is expressly made subject to all applicable federal, state, county and COSADC laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement. All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

11. INDEMNIFICATION AND INSURANCE INDEMNIFICATION AND INSURANCE.

Provider shall indemnify, defend and hold harmless City and its officials, employees (collectively referred to as "Indemnitees") and each of them from and against damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control (whether active or passive) of Provider or its employees, or sub-providers (collectively referred to as "Provider") (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement 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 Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by City but only after final adjudication and to the extent and percent that Provider or Provider's agents are found negligent or otherwise at fault.

12. INSURANCE: Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by COSADC of the types and in the amounts specified in **Exhibit "C"** attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with COSADC, its board members, officials, agents, guests, invitees, consultants and

employees named as additional insureds, except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of the City of San Angelo, Office of Risk Management for adequacy of protection and evidence of such coverage shall be furnished to the City of San Angelo Risk Manager on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to the City of San Angelo Risk Manager. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider'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 premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against COSADC, its board members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of the City of San Angelo Risk Manager's Office, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, COSADC reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following written notice of the changed requirement, Provider shall be deemed in default of this Agreement.

13. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, COSADC, in addition to all remedies available to it by law, may immediately upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other

compensation paid by COSADC to Provider while Provider was in default shall be immediately returned to COSADC. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to COSADC for all costs and expenses incurred by COSADC in preparation and negotiation of this Agreement, as well as all costs and expenses in the reprourement of Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and COSADC based upon an alleged violation of the terms of this Agreement by COSADC shall be submitted to the City of San Angelo City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to non-binding mediation at the sole discretion of COSADC. COSADC agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of COSADC and acceptance by the City of San Angelo City Council. If either mediation is

unsuccessful or COSADC elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

15. TERMINATION RIGHTS OF CITY:

A. COSADC shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, COSADC shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall COSADC be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. Notwithstanding anything to the contrary in this agreement, COSADC shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, COSADC shall not be obligated to pay any amounts to Provider and Provider shall reimburse to COSADC all amounts received by Provider under this Agreement.

16. NONDISCRIMINATION: Provider represents and warrants to COSADC that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

17. ASSIGNMENT: This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of COSADC, which may be withheld or conditioned, in COSADC's sole discretion.

18. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

City of San Angelo Development Corporation
Attn: Roland Pena
69 N. Chadbourne St.
San Angelo, Texas 76903

TO PROVIDER:

PARKHILL, SMITH & COOPER, INC.
Attn: Eric L. West, PE, F.NSPE
1700 W. Wall, Suite 100.
Midland, Texas 79701

Phone: (325) 657-7197

Phone: (432) 697-1447

19. AMENDMENTS: COSADC or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of COSADC and Provider, and approved by City of San Angelo City Council. Such amendments shall not invalidate this Agreement, nor relieve or release COSADC or Provider from their respective obligations under this Agreement as amended.

20. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. Venue for any cause of action arising under this Agreement is Tom Green County, Texas.

G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

21. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

22. INDEPENDENT CONTRACTOR: Provider has been procured and is being engaged to provide Services to COSADC as an independent Vendor, and not as an agent or employee of COSADC. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City of San Angelo, nor any rights generally afforded classified or unclassified

employees. Provider further understands that Texas Workers' Compensation benefits available to employees of COSADC are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to COSADC under this Agreement.

23. **CONTINGENCY CLAUSE:** COSADC's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

24. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFQ DC-02-17

25. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon COSADC. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

26. **ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

27. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

28. **REAFFIRMATION OF REPRESENTATIONS AND DISCLOSURE COMPLIANCE:** Contractor hereby reaffirms all of the representations contained in Contract Documents. Contractor warrants that Contractor has complied with the provisions of Section 2252.908 of the Texas Government Code and regulations adopted pursuant thereto requiring submission to the COSADC of a disclosure of

interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the COSADC.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this day and year above written.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION,
a State of Texas non-profit Type B development corporation

BY: _____
Edward Carrasco, President
EMAIL: ecarrasco@ffin.com

ATTEST:

Bryan Kendrick, COSADC Secretary

PARKHILL, SMITH & COOPER, INC., Provider

BY: _____
Eric L West, PE, F.NSPE

EMAIL: ewest@team-psc.com

DATE: _____, 2017

ATTEST:

Secretary

EMAIL:

APPROVED AS TO CONTENT:

Roland Pena, Director of Economic Development

APPROVED AS TO FORM AND
CORRECTNESS:

Dan T. Saluri, Deputy City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Charles Hagen, Risk Manager

Exhibit "A"

**CITY OF SAN ANGELO — DEVELOPMENT
CORPORATION
REQUEST FOR QUALIFICATIONS**

**Professional Services
Infrastructure Engineering and Surveying Services for
Phase 2 of the San Angelo Business & Industrial Park**

RFQ No. DC-02-17



**City of San Angelo
72 West College Avenue
San Angelo, Texas 76903**

**Submittal Deadline
December xxx, 2016, 2:00 PM Local Time**

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

INVITATION

General

The City of San Angelo Development Corporation (COSADC), is requesting a response to this Request for Qualifications (RFQ) from qualified Texas licensed and qualified engineering firms to provide professional services to the San Angelo Business & Industrial Park.

Professional Service Providers are needed to provide engineering, planning, consultation, design, drafting, surveying, and other related professional services regarding streets, water infrastructure, stormwater infrastructure and sewer infrastructure including the necessary franchise utility coordination and traffic studies to complete work for the COSADC.

It is the intention of the COSADC to retain the services of the best-qualified professionals for the size of the project contemplated and project time lines.

Document Availability

Documents are available in the Purchasing Division or may be downloaded from the City's website at www.cosatx.us. To locate the documents on the website go to:

- o Bid Information > RFQ: DC-02-17/Professional Services – Infrastructure & Engineering for Business & Industrial Park

Digital Format

If specifications are obtained in digital format in order to prepare a submission, the submission must be submitted in hard copy according to the instructions contained in this RFQ package. If, in its response, firms make any changes whatsoever to the published specifications, the specification **as published** shall control. Furthermore, if an alteration of any kind to the specifications is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

Required Response

The City requires a response to any RFQ notifications mailed to potential firms. Should a company choose not to provide a submission on the project, then in order to remain on the City of San Angelo's potential Vendors List a "No Bid Reply" form located at the back of this RFQ must be submitted.

Deadline and Delivery Location

Sealed RFQ submittals must be received no later than **December xxx, 2016, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Submissions not received on time will be rejected.

It is the sole responsibility of the firm to ensure that the sealed RFQ submittal arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.

Faxed or electronically transmitted RFQ submittals will not be accepted.

Copies

Submit: One (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required documentation.

Delivery Addresses

City of San Angelo
Purchasing Division, RFQ: DC-02-17
72 W. College Ave., Suite 330
San Angelo, Texas 76903

Mark Sealed Envelope: "RFQ NO. DC-02-17/ Professional Services – Infrastructure & Engineering for Business & Industrial Park"

Addenda

Should specifications be revised prior to the deadline for submission of the RFQ, the City's Purchasing Division will issue an addenda addressing the nature of the change and post it on the City's website. Firms must **acknowledge**

any addenda and return the form with their RFQ package. Firm is responsible for checking the City's website to determine if any addenda have been issued prior to submitting their RFQ response. Failure to consider all addenda will be at the Firm's risk.

Points of Contact

For RFQ Questions, Prior to Award

Julia Antilley, Manager
Purchasing Division
City of San Angelo
72 West College Avenue, Suite 330
San Angelo Texas, 76903
SAPurch@cosatx.us
325-657-4219

For Performance Questions After Award

Robert Schneeman, BREP Coordinator
Economic Development
City of San Angelo
69 North Chadbourne Street
San Angelo Texas, 76903



1. INSTRUCTIONS TO FIRMS

1.1. Interpretations

All questions about the meaning or intent of the RFQ documents, including specifications shall be submitted to the Purchasing Division via email at sapurch@cosatx.us or in writing. Replies will be issued by addenda and posted on the City's website. Questions received less than five (5) days prior to the date for opening of RFQ submissions will not be answered. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect. The RFQ invitation number must appear on all correspondence, inquiries, etc. It is the firm's responsibility to ensure all addenda have been considered prior to submitting a response.

1.2. Restrictions on Communication

- A. Firms should not communicate with: 1) elected City officials, City of San Angelo Development Corporation Board Members and their staff regarding the RFQ from the time the RFQ has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFQ has been released until the contract is awarded and ratified. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or response submitted by firm. Violation of this provision by firm and/or its agent may lead to disqualification of firm from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the firm's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFQ;
3. Firms may submit written questions concerning this RFQ to the email listed below up to five (5) days prior to submission due date. Questions received after the stated deadline will not be answered;

It is required that all questions be sent by email to sapurch@cosatx.us. ***Please ensure the RFQ Number and Title is in the Subject Line.*** Questions submitted and the City's responses will be published in the form of an Addendum to the City's web site at www.cosatx.us;

4. Firms may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, firms shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
 5. Upon completion of the evaluation process, Vendors shall receive a notification letter indicating the recommended firm and anticipated City of San Angelo Development Corporation and City Council agenda dates. Vendors desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. COSADC reserves the right to contact any Firm to negotiate if it is deemed desirable by the COSADC. Such negotiations initiated by COSADC/ City staff persons, shall not be considered a violation by Firm of this section.

1.3. Disqualification

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

- The firm is involved in any litigation against the City of San Angelo (City) or the City of San Angelo Development Corporation;
- The firm is in arrears on any existing contract or has defaulted on a previous contract with the City or the City of San Angelo Development Corporation;

- The firm is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs; or,
- The firm's response contains references or quotations related to fees or cost of work.

1.4. Confidentiality

All responses submitted shall remain confidential. After selection of a firm, submissions will be made available for public inspection. The City nor the City of San Angelo Development Corporation shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the submission unless clearly identified as such.

1.5. Award of Contract

COSADC reserves the right to accept or reject any or all submissions, and to waive any informalities or irregularities in the RFQ process. COSADC is an equal opportunity employer.

COSADC will select the most highly qualified firm(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract.

Acceptance of vendor's offer will be in the form of a purchase order and contract.

1.6. Proposed Terms of the Agreement

The term of the Agreement will be negotiated between the COSADC and the selected firm.

1.7. Applicable Law

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

1.8. Acceptance of Content

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

1.9. Advertising

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

1.10. Right to Assurance

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

1.11. Equal Employment Opportunity

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

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



Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

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

1.12. Modification – Corrections, Deletion, or Additions

No phone, fax, or email changes to submissions will be accepted. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to opening.

1.13. Submission by Corporation

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

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

Forms must be completed in ink. All blank spaces shall be filled. Submissions received without all such items completed may be considered nonresponsive.

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

1.14. Withdrawal of Submission

Submissions may not be altered or amended after the closing time. Submissions may be modified or withdrawn prior to the closing hour and date by contacting the Purchasing Division and requesting withdrawal any time prior to opening of submission. Notice must be in writing. Notices by email, fax, or phone will not be accepted.

A submission may also be withdrawn in person by a firm or his authorized agent, provided his identity is made known and he signs a receipt for the RFQ submission. No submission may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

1.15. Rejection of Submission

The City reserves the right to reject any and all submissions or any part thereof and shall have the right to ask for new submissions for the whole or parts, should they desire to do so.

Submissions will be rejected if:

- The Submission is not received by the Submission Opening Deadline.
- The Submission is not executed by a person authorized to enter into a contract for the company.
- The Firm is debarred or suspended from working on federal or other government projects.

The City reserves the right to waive any or all informalities or irregularities, and to reject non-conforming, non-responsive, or conditional submissions.

1.16. Examination of Contract Documents

Each firm shall thoroughly examine and be familiar with this document, specifications, etc. The submission shall constitute an acknowledgment that the firm has thoroughly examined and is familiar with the contract documents. The failure or neglect of a firm to receive or examine any of the contract documents shall in no way relieve them from any obligations with respect to their submission or to the contract.

1.17. Familiarization with the Type of Work

Each prospective firm shall familiarize themselves with the Work, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. Firm shall carefully correlate their observations with requirements of this Request and otherwise satisfy itself of the expense and difficulties attending performance of the Work. The submission will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

1.18. Site Investigation

The information contained in this document about topography, subsurface soils, subsurface structures, and any quantities based thereon, is furnished solely for the convenience of the firm as information available at the time. The accuracy of this information is not guaranteed and the firm is fully and solely responsible to verify pertinent information prior to submission time. Use of the information provided in no way relieves the firm or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

1.19. Soils Testing Specifications

The firm will be allowed to conduct soils investigations within the alignment of the proposed Work as they can be coordinated with the City of San Angelo Development Corporation and appropriate landowners during the submission preparation phase. All such investigations must be coordinated through the City of San Angelo Development Corporation.

1.20. Subcontractors and Suppliers

All submissions must include a list of proposed subcontractors and suppliers on the form included in the submission form section. Firms are strongly encouraged to explore utilizing area subcontractors and suppliers.

1.21. Subcontractor Qualification

Particular consideration will be given to the qualifications of each Subcontractor proposed to perform more than 5 percent (5%) of the Work.

The successful firm will submit to the City of San Angelo Development Corporation for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) identifying that portion of the Work to be performed by each subcontractor within fourteen (14) days of the issuance of Notice of Award.

The City of San Angelo Development Corporation will notify the successful firm in writing if there is objection to any subcontractor, person, or organization on such list.

The failure of the City of San Angelo Development Corporation to make any such objection prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person, or organization. Such acceptance of a Subcontractor, person, or organization shall not: (1) constitute a waiver of any right of the City of San Angelo Development Corporation to reject defective Work, Material, or Equipment, or Work, Material, or Equipment not in conformance with the requirements of the Contract Documents; or (2) constitute a waiver of Contractor's complete and total liability for any defective Work, Material, or Equipment, or Work Material or Equipment not in conformance with the requirements of the Contract Documents whether or not provided by or performed by any such Subcontractor.

If the City of San Angelo Development Corporation registers objection to, and refuses to accept a Subcontractor, person, or organization list, the successful firm may either (1) submit an acceptable substitute or (2) withdraw his submission. If the City of San Angelo Development Corporation raises objection to a Subcontractor, person, or organization after the execution and delivery of the Agreement, the Contractor will submit an acceptable substitute and an appropriate Change Order shall be issued.

1.22. Suppliers

The list of Subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the firm expects to use in the Work.

1.23. Copies of Contract Documents

The selected firm to whom a contract is awarded will be furnished, without cost, five (5) copies of the specifications and five (5) sets of the drawings, together with all addenda thereto. Additional copies of specifications and drawings may be obtained from the City of San Angelo Development Corporation for a fee.



1.24. Reservations

Firm understands the City reserves the right to accept or reject any or all submissions, waive any irregular submission(s)/technicalities (if such waiver is in the best interest of the City and conforms to State and local laws and ordinances pertaining to the letting of construction contracts), and:

- Waive any defect, irregularity, or informality in any response or procedure.
- Extend the submission closing time and date.
- Reissue a bid invitation or proposal.
- Procure any item/service by other means.
- Increase or decrease the quantity specified, unless the vendor specifies otherwise.

1.25. Certificate of Interested Parties (Form 1295)

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

Filing Process:

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

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

1.26. Taxes and Permits

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

1.27. Legal Venue

Tom Green County, Texas

1.28. Claims for Overcharges

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

2. TYPE OF PROFESSIONAL SERVICES REQUIRED

Services performed will include surveying services, streets, water infrastructure, stormwater and sewer infrastructure engineering services including franchise utility coordination, as combined or separate services, as required hereunder to provide engineering, planning, consultation, design, drafting and other related services for the City of San Angelo Development Corporation. All qualified firms or persons shall have current licenses as required under the State of Texas for the provision of services requested by COSADC.

The following professional firms should apply for consideration:

- Texas Licensed Engineers with proven background, training, and qualifications, meeting all requirements of this RFQ
- Engineers who have experience in similar sized projects
- Engineers who will be available to come to the City on a routine basis
- Engineers who have formed a strong, responsible team
- Registered Professional Land Surveyor licensed in the State of Texas
- Engineers with positive experience in Infrastructure programs

All qualified firms shall have current licenses as required under the State of Texas for the provision of services requested by the City.

2.1. Scope of Services

The anticipated scope of services shall include, but not be limited to, the following:

Training applicable COSADC staff about the project details including applications, materials, and processes

Preparing, attending , and presenting items or presentations to COSADC Board, COSADC staff or City Council

Consultation, design, engineering, drafting, planning, and costing processes relating to Infrastructure Services as outlined below:

Streets and street-related infrastructure

- The duties to be performed by firm shall include, but not be limited to: the design of city streets including the complete excavation, removal, and replacement/rehabilitation of asphaltic surface, flexible base material, curb & gutter, drainage structures, signing, striping, sidewalks, lighting, traffic control and new streets.

Water infrastructure

- The duties to be performed by firm shall include, but not be limited to: the design of new or rehabilitation of existing water mains, valves, fire hydrants, and water service lines (up to the meter, property line or easement).

Sewer infrastructure

- The duties to be performed by firm shall include, but not be limited to: the design of new or rehabilitation of existing sewer mains, manholes, and sewer service lines (up to the property line or easement).

Stormwater infrastructure

- The duties to be performed by firm shall include, but not be limited to: the design, modeling and analysis of stormwater systems including open channels, detention ponds, underground storm drains, inlets, culverts and other stormwater facilities and drainage studies sufficient to meet City of San Angelo stormwater design and management requirements.

Surveying services

- The duties to be performed by firm shall include, but not be limited to: conventional and GPS Surveying. These services include the horizontal and vertical locations of existing condition information for the engineering



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design of the proposed project. Additional services may include stake out of construction projects, boundary research and determination, and the right-of-way takings.

Utility coordination of existing and proposed franchise utilities with utility, public, and private agencies.

- The duties to be performed by firm shall include, but not be limited to: coordination of existing and proposed franchise utilities for the project. The Engineer is to contact all utility companies and governmental agencies having facilities within the project area and obtain necessary information on their existing and proposed facilities. The Engineer is to coordinate design activities with the respective utility companies/governmental agencies and the City of San Angelo Development Corporation Project Manager.

Other duties as appropriate relating to Infrastructure/Capital Improvement Project (CIP) Services

3. REQUEST FOR QUALIFICATION FORMAT

In addition to all required forms and documentation, each firm must provide the following information:

3.1. Executive Summary

Executive summary on firm's letterhead transmitting all required RFQ information.

3.2. Experience Profile

Provide a profile of experience for the Firm and all members of the company who will be involved in the project. This section shall include, but not be limited to, the following:

1. Plan of Action Addressing the Scope of Work.
 - a. Work plan and timeline for accomplishing all outlined requirements.
 - b. Specific services your firm will provide and your firm's strategy to provide the services in a timely manner.
2. Firm Qualifications and References
 - a. The Consulting Firm's experience with street, water, and sewer infrastructure projects, requirements, regulations and surveying similar to those that are, or could be, required by COSADC. A listing of similar projects, dates of completion, and references shall be provided.
 - b. A discussion of the Firm's familiarity with the City of San Angelo and streets, water, and sewer infrastructure planning efforts as well as experience coordinating franchise utility relocation with public and private agencies.
 - c. The project approach to be utilized by the Firm to deliver the required services.
 - d. Identification of the proposed Project Manager designated by the firm to provide the services, as well as resumes of all key members of the firm who would be working with the COSADC and the City of San Angelo; how long the members of the firm have been working together and a list of similar projects that these individuals have worked on and completed.
 - e. References from present and former clients detailing completed projects.
 - f. Information on the current types and amounts of insurance carried, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage.

3.3. Additional Information

A Firm may submit information it desires to demonstrate its understanding of the proposed project; anticipated approach to the project or anything it considers pertinent to this RFQ, such as company literature or brochures; however, the submittal of these items is not required, and will not be considered in the evaluation process.

Any items submitted in addition to the above-referenced Statement of Qualifications shall be bound separately and will not be returned to the Respondent.



4. SELECTION PROCESS

All applications will be screened by an evaluation committee and those applicants selected for a short list may be invited to attend an interview, at the applicants own expense. COSADC shall not incur any costs for applicant preparation and/or submittal of proposal.

COSADC will evaluate all responses based on the qualifications, background, training, experience, and staff qualifications. COSADC reserves the right to negotiate the final fee schedule, prior to recommending any Consultant for a contract.

Selection Committee Members will likely include:

- Roland Pena, Executive Director
- Robert Schneeman, BREP Coordinator
- Russell Pehl, City Engineer
- Allison Strube, Assistant Water Utilities Director

The City's process is as follows:

- A. The selection committee shall screen and rate all of the responses that are submitted. Selection ratings will be based on 100-point scale. Ratings shall be based on the following criteria:

<u>Criteria</u>	<u>Description</u>	<u>Weight</u>
Applicable experience	Quantity and type of experience with similar projects, including size and scope of projects	35
Local and Area Expertise	Firm with established experience working in the City of San Angelo	20
Technical expertise	Expertise dealing with the technical issues important to the scope of services	20
Adequate resources	Sufficient available staff and equipment to complete the proposed work within a requested time frame.	15
Performance on past projects/reference	Success on previous projects in the way of project deadlines, quality, public relations and general cooperative nature of the firm.	10

- B. Interview (Optional): The selection committee will select the most qualified firm or firms and may invite them for an interview with members of the selection committee. Should an interview be requested, respondents should be prepared for a 30 minute meeting; 15 minutes of presentation and 15 minutes of questions and answers.
- C. COSADC staff will select the most qualified firm and begin contract negotiations.
- D. When services and fees are agreed upon, the selected firms shall be offered a consulting contract subject to COSADC Board and City Council approval.
- E. Should negotiations be unsuccessful, the COSADC shall enter into negotiations with the next, highest ranked Firm. The process shall continue until an agreement is reached with a qualified firm.

- F. This RFQ does not commit COSADC to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews.



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5. NO BID REPLY

DC-02-17 / Professional Services – Infrastructure & Engineering for Business & Industrial Park

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

We wish to: ☐ **Remain On**

☐ **Be Deleted From** the list of vendors for the City of San Angelo.

A. We hereby submit a "No Bid" because:

☐ 1. We are not interested in selling through the bid process.

☐ 2. We are unable to prepare the bid form in time to meet the due date.

☐ 3. We do not wish to bid under the terms and conditions of the agreement.
OBJECTIONS: _____

☐ 4. We do not feel we can be competitive.

☐ 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

☐ 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

☐ 7. We do not sell the items or provide the services requested.

☐ 8. Other: _____

Firm _____

Signed _____

Date _____

Thank you for your assistance!

6. RFQ SUBMITTAL FORMS

Copies

Submit: One (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required documentation.

Please submit all forms in the following order:

- ☐ Contact Information (IRS Form W-9)
- ☐ Addendum Acknowledgment Form
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ List of References
- ☐ List of Proposed Subcontractors
- ☐ Draft Contract

**PLEASE RETURN ALL
FORMS BEYOND THIS
POINT**



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Contact Information

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Print Name: _____ Date: _____

Tax ID (attach IRS W-9): _____

Telephone: _____ FAX: _____

Email: _____



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Addendum Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

Please Print

Company Name

Signature

Printed Name

Title

Date

Address

City, State Zip Code



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Disclosure of Certain Relationships

NOTICE TO FIRMS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any firm or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in dark ink, appearing to read "J. H. [unclear]", is written over a faint, circular official stamp.

Purchasing Manager



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LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 07/12/16)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Firms who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers: Bill Richardson, SMD 1
Marty Self, SMD 2
Harry Thomas, SMD 3
Lucy Gonzales, SMD 4
Lane Carter, SMD5
Charlotte Farmer, SMD 6 (Mayor Pro Tem)

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Tommy Hiebert - President
Edward Carrasco - First Vice President
Juan Flores - Second Vice President
Scott Tankersley - Director
Todd R. Kolls - Director
Richard Crisp - Director
John Edward Bariou, Jr. - Director

Executive Director: Roland Peña

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Debarment and Suspension Certification

- (1) The prospective primary firm certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary firm is unable to certify to any of the statements in this certification, such prospective primary firm shall attach an explanation to this bid proposal.

PROVIDER: _____

BY: _____
Signature

ITS: _____

DATE: _____



Debarment and Suspension Certification

INSTRUCTIONS

1. By signing and submitting this proposal, the prospective firm is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective firm shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective firms to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective firm knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective firm shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective firm learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "firm," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective firm agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective firm further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A firm in a covered transaction may rely upon a certification of a prospective firm in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A firm may decide the method and frequency by which it determines the ineligibility of its principals. Each firm may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a firm is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a firm in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



List of References

References: List five (5) projects of similar size and scope; giving company's name, owner's representative name, project description, and telephone numbers for each.

REFERENCE ONE

Government/Company Name: _____
Location: _____
Contact Persons and Titles: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____
Contract Amount: _____

REFERENCE TWO

Government/Company Name: _____
Location: _____
Contact Persons and Titles: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____
Contract Amount: _____

REFERENCE THREE

Government/Company Name: _____
Location: _____
Contact Persons and Titles: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____
Contract Amount: _____

REFERENCE FOUR

Government/Company Name: _____

Location: _____

Contact Persons and Titles: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Contract Amount: _____

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Persons and Titles: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Contract Amount: _____



List of Proposed Subcontractors

Provide a listing of all subcontractors and descriptions of the services provided by such parties that the company is likely to engage if it is selected. The Submittal should indicate the length of the relationship between the company and the subcontractor as well as the means by which the subcontractor was selected by the company (i.e. competitive selection process or sole sourcing).

Firms are strongly encouraged to explore utilizing local subcontractors where available. Make as many copies of this form as necessary to cover all categories of work.

Category of Work: _____ % of Proposed Contract Amount: _____
Business Name: _____
Contact Name: _____
Telephone: _____
Address, City, State, Zip: _____
Length of Relationship with Company: _____
Method for Selecting Company: _____

Category of Work: _____ % of Proposed Contract Amount: _____
Business Name: _____
Contact Name: _____
Telephone: _____
Address, City, State, Zip: _____
Length of Relationship with Company: _____
Method for Selecting Company: _____

Category of Work: _____ % of Proposed Contract Amount: _____
Business Name: _____
Contact Name: _____
Telephone: _____
Address, City, State, Zip: _____
Length of Relationship with Company: _____
Method for Selecting Company: _____

Draft Contract

This Services Agreement ("Agreement") is entered into by and between the City of San Angelo Development Corporation, a State of Texas non-profit Type B development corporation ("COSADC") and _____, a _____ ("Provider"), effective as of the _____ day of _____, 20____ (the Effective Date).

RECITAL

A. City of San Angelo Development Corporation issued a Request for Qualifications No. DC-02-17 Professional Services – Infrastructure & Engineering for Business & Industrial Park ("RFQ DC-02-17"), for professional _____ services ("Services") on _____; Provider's response thereto ("Response") has been selected as the most qualified Response for the provision of Services; and, Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. COSADC wishes to engage the services of Provider, and Provider wishes to perform Services for City.

C. On _____, 20__, the City of San Angelo Development Corporation authorized the President of its Board to negotiate and execute this Agreement, under the terms and conditions set forth herein, subject to approval of the City Council.

D. The Provider's representative executing this Agreement on behalf of Provider has full and complete authority of Provider's governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

TERMS:

1. **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. **TERM:** The term shall begin upon the execution of this Agreement and continue through completion of the activities outlined in the Scope of Services set forth herein and in **Exhibit "A"** attached hereto, and made part of this Agreement for all purposes. Performance of the Services shall be conducted within the time period described in the schedule set forth in **Exhibit "A"**.



3. SCOPE OF SERVICE:

A. Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein and in **Exhibit "A"** attached hereto, and made a part of this Agreement for all purposes.

B. Provider acknowledges to COSADC that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due COSADC, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to COSADC; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Contract Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

4. COMPENSATION: Provider warrants that it has reviewed COSADC's requirements and has asked such questions and conducted such other inquiries as Provider deemed necessary in order to determine the price Provider will charge to provide Services to be performed under this Agreement.

A. The amount of compensation payable by COSADC to Provider shall be based on the rates and schedules described in **Exhibit "B"** hereto, which by this reference is incorporated into this Agreement.

B. Provider shall submit to COSADC a monthly invoice which indicates work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. COSADC shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If COSADC disputes any of Provider's fees, COSADC shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

C. Invoices shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should COSADC require one to be performed.

D. Provider shall not be reimbursed for any expenses unless authorized in writing by COSADC.

5. CONTRACT DOCUMENTS: The following documents from COSADC are incorporated herein by reference for all purposes, as if fully set out verbatim:

1. RFQ DC-02-17, (**Exhibit “A”**);
2. Provider’s Response to RFQ DC-02-17, (**Exhibit “B”**);
3. Special Insurance Rider, (**Exhibit “C”**)

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 14. “Resolution of Contract Disputes”, with a purpose to produce the intended results. The interpretations will be based on the following priorities:

1. This Professional Services Agreement;
 2. RFQ DC-02-17, (**Exhibit “A”**);
 3. Provider’s Response to RFQ DC-02-17, (**Exhibit “B”**)
6. **OWNERSHIP OF DOCUMENTS:** Provider understands and agrees that any information, document, report or any other material whatsoever which is given by COSADC to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is, and shall at all times remain, the property of COSADC. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of COSADC, which may be withheld or conditioned by COSADC in its sole discretion.

7. **AUDIT AND INSPECTION RIGHTS:**

A. COSADC may, at reasonable times, and for a period of not less than five (5) years following the date of final payment by COSADC to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider’s performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement.

B. COSADC may, at reasonable times during the term hereof, inspect Provider’s Work and perform such tests, as COSADC deems reasonably necessary, to determine whether the goods or Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in **Exhibit “A”** and the contract documents. Provider shall make available to COSADC all reasonable access and assistance to facilitate the performance of tests or inspections by COSADC representatives.

8. **AWARD OF AGREEMENT:** Provider represents and warrants to COSADC that it has not employed or retained any person or company employed by COSADC to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

9. **PUBLIC RECORD:** Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to COSADC contracts, subject to the provisions of



Chapter 552, Texas Government Code, and agrees to allow access by COSADC and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by COSADC.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: This Agreement is expressly made subject to all applicable federal, state, county and COSADC laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or amended (collectively referred to as "Regulations"), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement. All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

11. INDEMNIFICATION AND INSURANCE INDEMNIFICATION AND INSURANCE. Provider shall indemnify, defend and hold harmless City and its officials, employees (collectively referred to as "Indemnitees") and each of them from and against damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control (whether active or passive) of Provider or its employees, or sub-providers (collectively referred to as "Provider") (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement 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 Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by City but only after final adjudication and to the extent and percent that Provider or Provider's agents are found negligent or otherwise at fault.

12. **INSURANCE:** Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by COSADC of the types and in the amounts specified in **Exhibit "C"** attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with COSADC, its board members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers' Compensation. All such insurance, including renewals, shall be subject to the approval of the City of San Angelo, Office of Risk Management for adequacy of protection and evidence of such coverage shall be furnished to the City of San Angelo Risk Manager on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to the City of San Angelo Risk Manager. Completed Certificates of Insurance shall be filed with City's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider'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 premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against COSADC, its board members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Provider shall require



subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of the City of San Angelo Risk Manager's Office, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, COSADC reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following written notice of the changed requirement, Provider shall be deemed in default of this Agreement.

13. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, COSADC, in addition to all remedies available to it by law, may immediately upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by COSADC to Provider while Provider was in default shall be immediately returned to COSADC. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to COSADC for all costs and expenses incurred by COSADC in preparation and negotiation of this Agreement, as well as all costs and expenses in the procurement of Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and COSADC based upon an alleged violation of the terms of this Agreement by COSADC shall be submitted to the City of San Angelo City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the

condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to non-binding mediation at the sole discretion of COSADC. COSADC agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of COSADC and acceptance by the City of San Angelo City Council. If either mediation is unsuccessful or COSADC elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

15. TERMINATION RIGHTS OF CITY:

A. COSADC shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, COSADC shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall COSADC be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. Notwithstanding anything to the contrary in this agreement, COSADC shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, COSADC shall not be obligated to pay any amounts to Provider and Provider shall reimburse to COSADC all amounts received by Provider under this Agreement.

16. NONDISCRIMINATION: Provider represents and warrants to COSADC that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.



17. **ASSIGNMENT:** This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of COSADC, which may be withheld or conditioned, in COSADC's sole discretion.

18. **NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

City of San Angelo Development Corporation
Attn: Roland Pena
69 N. Chadbourne St.
San Angelo, Texas 76903
Phone: (325) 657-7197

TO PROVIDER:

Attn: _____

Phone: _____

19. **AMENDMENTS:** COSADC or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of COSADC and Provider, and approved by City of San Angelo City Council. Such amendments shall not invalidate this Agreement, nor relieve or release COSADC or Provider from their respective obligations under this Agreement as amended.

20. **MISCELLANEOUS PROVISIONS:**

A. This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. Venue for any cause of action arising under this Agreement is Tom Green County, Texas.

G. This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

22. **INDEPENDENT CONTRACTOR:** Provider has been procured and is being engaged to provide Services to COSADC as an independent Vendor, and not as an agent or employee of COSADC. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City of San Angelo, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of COSADC are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to COSADC under this Agreement.

23. **CONTINGENCY CLAUSE:** COSADC's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

24. **REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFQ DC-02-17

25. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon COSADC. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

26. **ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

27. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

28. **REAFFIRMATION OF REPRESENTATIONS AND DISCLOSURE COMPLIANCE:**



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Contractor hereby reaffirms all of the representations contained in Contract Documents. Contractor warrants that Contractor has complied with the provisions of Section 2252.908 of the Texas Government Code and regulations adopted pursuant thereto requiring submission to the COSADC of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the COSADC.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this day and year above written.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION,
a State of Texas non-profit Type B development corporation

BY: _____
Tommy Heibert, President

ATTEST:

Bryan Kendrick, COSADC Secretary

“Provider”
BY: _____

ITS: _____

DATE: _____, 20____

ATTEST:

Secretary

APPROVED AS TO CONTENT:

Roland Pena, Director of Economic Development

APPROVED AS TO FORM AND
CORRECTNESS:

Theresa James, COSADC Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Charles Hagen, Risk Manager



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

EXHIBIT "A"
RFQ DC-02-17 - SCOPE OF SERVICES

EXHIBIT “B”
PROVIDER’S RESPONSE TO RFQ NO. DC-02-17



EXHIBIT "C"

SPECIAL INSURANCE RIDER

1. **TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "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 limits shall not be less than:

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

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider 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 premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Combined Single Limits
-----------------	------------------------

1.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim 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 - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

1.4 Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$ 2,000,000.00	Combined Single Limits
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If Provider uses contract labor, Provider shall require its sub-provider to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

Executive Summary

February 9, 2017

City of San Angelo
Purchasing Division, RFQ: DC-02-17
72 W. College Ave, Suite 220
San Angelo, Texas 76903

Re: *Request for Qualifications | Professional Services*
Infrastructure & Engineering for Business & Industrial Park

Dear Ms. Antilley:

Since 1945, Parkhill, Smith & Cooper, Inc. (PSC), has been grateful to be a part of the West Texas community and for the privilege of providing engineering and architectural services to the cities we serve. We consider it an honor to have the opportunity to continue that relationship and are pleased to present herein our qualifications to provide Professional Engineering Services for the San Angelo Business and Industrial Park. By submission of this information, PSC understands and accepts all terms, conditions and requirements contained in the Request for Qualifications.

With offices in, Abilene, Midland, Austin, El Paso, and Lubbock, among others, PSC is able to provide engineering services to San Angelo in a variety of ways. PSC's Site Development & Planning Sector is particularly well-suited to accomplish this business park project, with 19 employees fully dedicated to this type of work. This, along with the recent addition of surveying, allows PSC to provide all of the requested services from project start to finish. PSC has over 70 years of expertise in the successful design and construction of all types of architectural and engineering projects.

Key strengths that PSC brings to the City of San Angelo will be further identified in the accompanying information and include the following key points:

- Local coordination of project-related activities for City Staff
- Experience with construction activities in San Angelo and throughout our region
- Recent, relative project experience
- Highly-qualified personnel

Thank you for considering PSC for this effort. We look forward to discussing this project with you in greater detail and once again serving the needs of the City of San Angelo.

Sincerely,



Eric L. West, PE, F.NSPE
Principal

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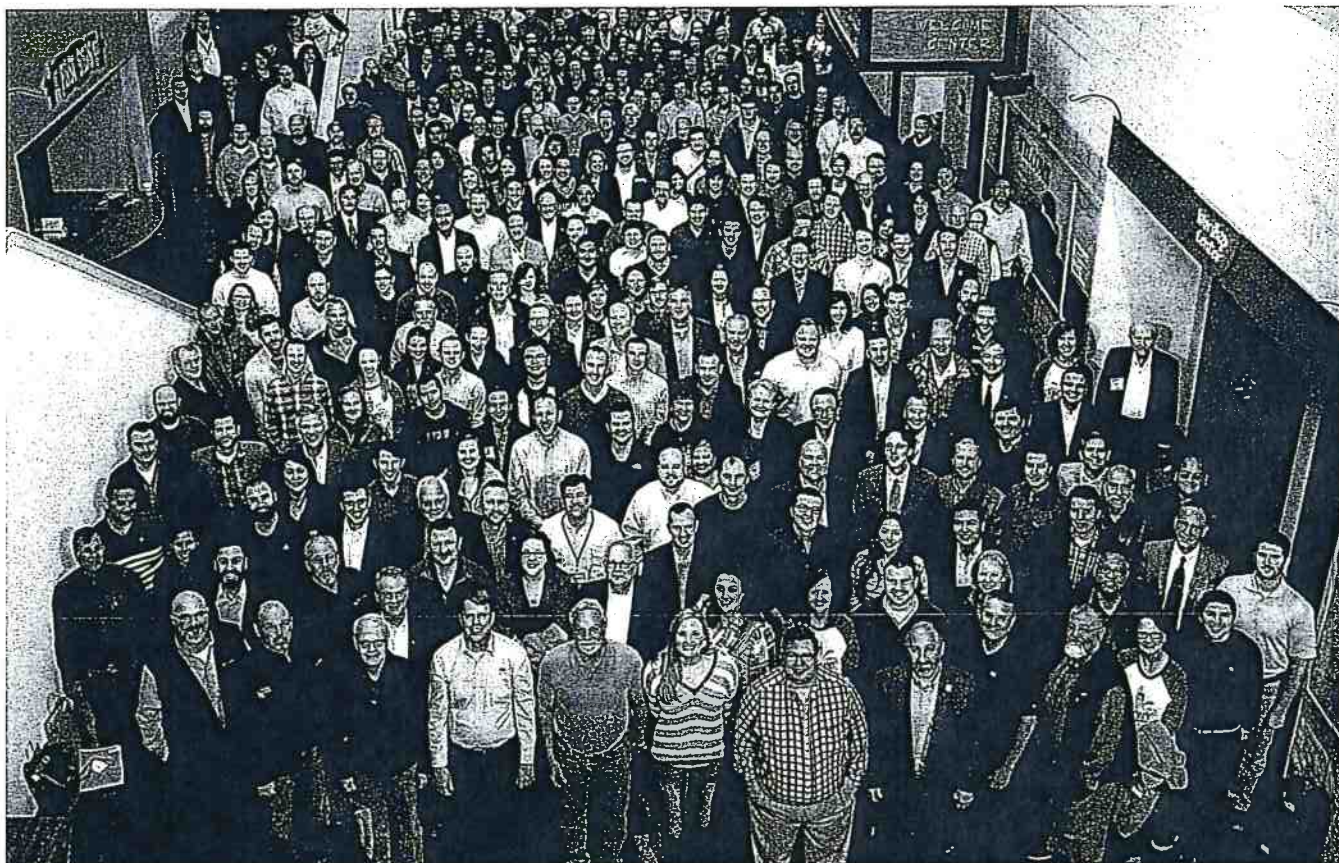
Relevant Project Experience/References

Proof of Insurance

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Experience Profile

Introduction to PSC

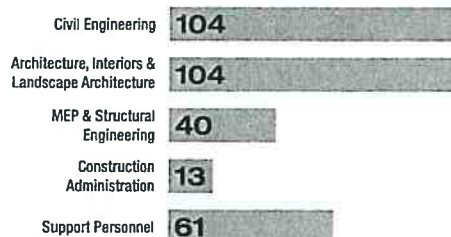
The partnership of Parkhill, Smith & Cooper (PSC) engineered its first project in Lubbock, Texas in 1945. Building on that solid foundation, PSC has established a tradition of personalized client service, technical expertise, and innovative engineering and architectural design. A full range of design services is provided through the firm's offices in Lubbock, El Paso, Frisco, Midland, Abilene, Amarillo and Austin, Texas, as well as Albuquerque and Las Cruces, New Mexico.

PSC's full range of design services includes the following:

- Civil engineering
- Electrical, instrumentation and mechanical engineering
- Structural engineering
- Surveying
- Architectural and interior design
- Landscape architecture
- Cost estimating
- Construction management

In over 70 years of continuous professional practice, PSC has assembled an impressive portfolio of design solutions. Recognizing that each project and each client are unique, we customize our design services to meet these individual needs. We strive to provide the on-time and in-budget services that keep our clients coming back.

The success of our commitment to quality and to meeting our clients' needs for professional design services is clearly shown by the high percentage of our practice provided by repeat clients. The satisfaction of the people we serve prompts them to return to our firm often as their needs for design services develop. Currently, PSC enjoys the fact that over 85 percent of our active projects are with repeat clients.



Personnel

PSC constantly seeks highly-qualified, self-motivated personnel. The full capacity of our staff to provide professional services to the City of San Angelo now includes those in the chart to the left.

Full Service

We fully recognize our responsibility to provide comprehensive services to clients from preliminary project planning through final project acceptance. By providing these comprehensive services competently and reliably, our firm can relieve clients of the need to allocate valuable people to administer their important projects. We also strive to see that our clients receive the highest quality performance from the contractor who is constructing their project according to our design and the client's authorization.

Plan of Action

Our approach to the City of San Angelo's Business & Industrial Park is very similar to the many development projects that PSC plans, designs, and constructs every day. Our work plan is outlined in the following paragraphs.

Work Plan

PSC knows that for most developers (including municipalities), there is a balance between time and money that drives every project. Efficiencies, especially from innovative techniques during construction saves money, but might cost time to implement into the design process. And, time is of the essence, as no lots are sold or buildings constructed until a development gets to the finished product. The PSC work plan takes these two elements into account and strikes the balance needed for each individual developer.



Through years of working on hundreds of development projects, PSC has identified the most critical path for these projects, which is best communicated with two illustrations. First is the idea of the three-legged stool. Development of raw land into finished lots requires:

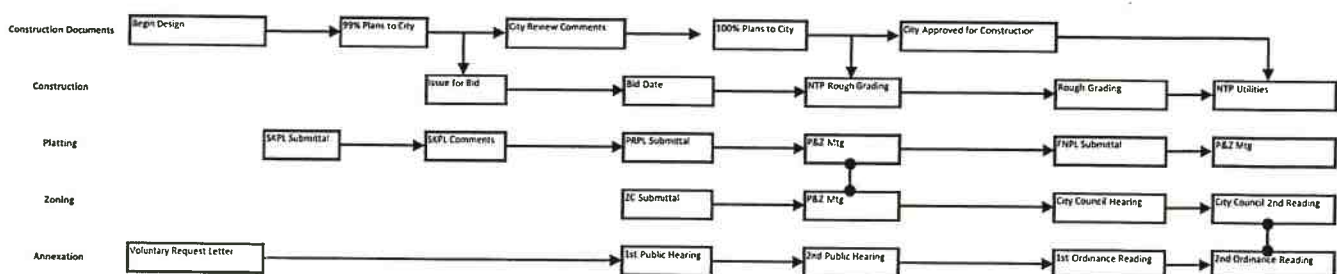
- Zoning, or ordinances governing the use of the land
- Platting, or the division of land into the finished lot boundaries
- Design of public and/or private improvements, including water, sewer, drainage, and paving.

Over the years, PSC has been instrumental in helping clients work on all three legs of the stool, in the correct order, and simultaneously as needed.

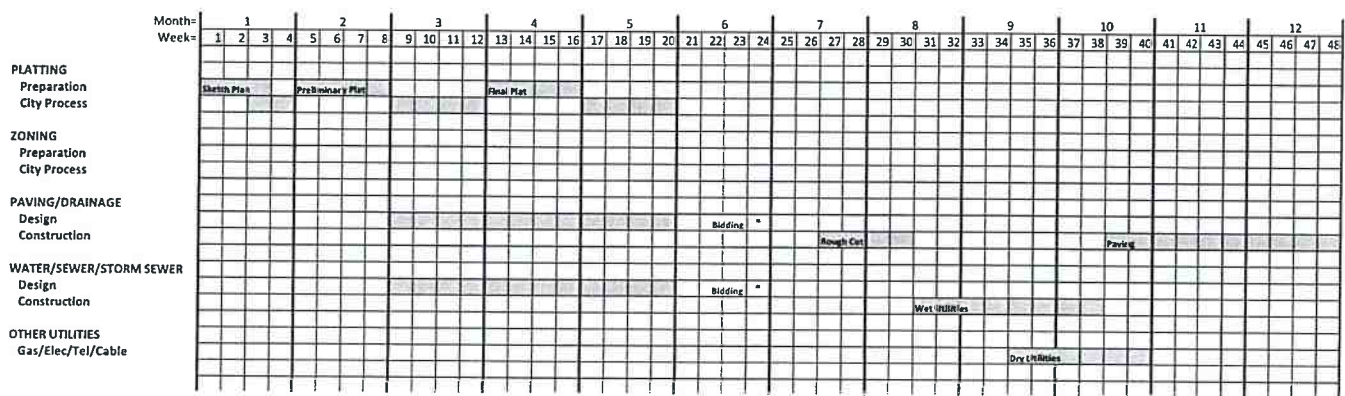
The second idea is that "the only thing sure to work in a crisis is Gravity." PSC starts all projects thinking about the topography of the site and surrounding areas. As engineers, we can corral drainage and sewer flows, but they both operate best if gravity does most of the work. So, every site is analyzed, planned, and designed to accommodate the best storm water and sewer systems possible. Water, paving, and franchise utility improvements more easily follow after these two systems are set.

Timeline

Using these two guiding concepts, PSC works through a development timeline with our client to fit their needs. We use a flowchart (shown below) that helps illustrate the concept to them, but can be modified to accommodate unusual circumstances or specific requests. Platting and zoning efforts can take up to 4 months to complete, so if those elements are involved, we usually work backwards from an end date to look at design schedules. If design is the only "leg of the stool" required, then a 2-3 month process for each phase is usually sufficient to make initial submittals to the Authority Having Jurisdiction (AHJ).



During construction, we've found the most cost effective solution is a four phase, multi-contractor schedule that PSC stays closely involved with executing. Since total effort is similar for paving and utility contractors, keeping their **contracts** separated saves the client a markup on almost half the cost of the project. Also, allowing an initial "Rough Grading" phase by the paving contractor saves money for the utility contractor in that phase. Franchise Utility construction (sometimes referred to as the "dry utilities," is usually performed by different contractors than either of the other two. The paving contractor then has the final phase of **construction**. Coordination between these various companies is critical, but PSC has saved developers money over the years by managing that coordination on their behalf. This includes working with "overlap" of contractors on a site, and managing responsibilities for grade checks, SWP3 BMP inspections and maintenance, and identifying priority areas.

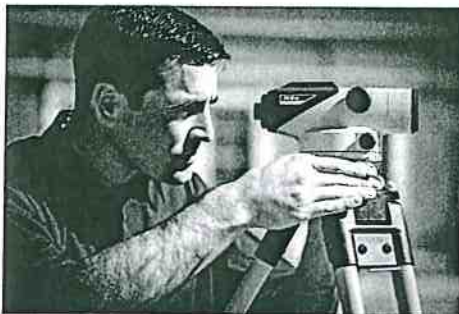


PSC has also developed a comprehensive list of services to provide for land development projects. The following document is the baseline, but can be modified, reduced, or expanded to fit the needs of a particular project.

Scope of Services

Data Collection - Gather, review, and analyze all known existing plans and reports which have direct bearing on the subject area to determine capabilities and constraints to the planning process. Information may include plans from local, state, and federal agencies. Information will be used to assemble and develop the Conceptual Layout and the tasks that follow. Information to be obtained may include, but not be limited to:

- Mapping
- Local Ordinances (Zoning, Subdivision, Landscaping, etc.)
- Soil Resources
- Land Use Plans
- Studies and Technical Reports
- Existing Boundary and Topographical Information
- Aerial Photography
- Plats (on-site and adjacent)
- Ownership Information
- Flood Zones
- City Comprehensive Plans
- Thoroughfare Plans
- Transportation Improvement Plans
- Traffic Counts
- Utility and Pipeline Locations



- Water and Sewer Master Plans
- Drainage Master Plans
- Economic Conditions and Growth Projections
- Environmental Site Assessments

Conceptual Layout - Develop one or more conceptual development plans based on owner desires, local and regional potential, feasibility, and current applicable regulations. Tasks may include, but not be limited to:

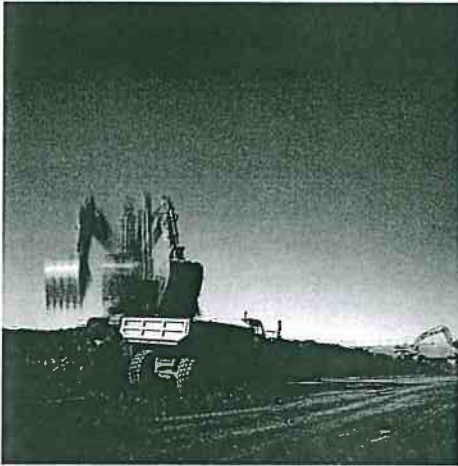
- Project Theme – Understand and articulate the overall development theme including desired outcomes, amenities, entries, look and feel, and target products (lot size, price point, style, etc.)
- Review of infrastructure availability and requirements to include water, sewer, storm sewer, drainage basins or channels, roads, alleys, franchise utilities, and other services
- Overall conceptual layout to consider zoning, planning, applicable regulations, existing site and facilities and other information
- Production of exhibits showing collector street networks, proposed zoning, major infrastructure requirements, thematic elements, general lotting patterns, phasing considerations
- Production of development guidelines
- Development of conceptual opinions of probable costs (OPCs)
- Production of architectural renderings of buildings, amenities, or open spaces.
- Production of marketing exhibits
- Assistance with other due diligence issues
- Preliminary meeting with City staff or the Authority Having Jurisdiction (AHJ)
- Review meetings with Owner
- Authorization to proceed with platting and design phases



Planning and Zoning Activity - Prepare, process, and submit required plans, exhibits, engineering reports, permit applications, transmittals, notices, administrative forms, and other related items to the City or AHJ and administer the same through the review and approval process. Tasks may include, but not be limited to:

- Preparation and submittal of a Sketch Plan
- Review Sketch Plan comments with Owner and conduct meeting with City staff
- Preparation and submittal of a Preliminary Plat
- Preparation and submittal of a Drainage Plan
- Preparation and submittal of a Zone Change Application
- Preparation and submittal of Planned District Site Plan exhibits
- Preparation of applicable legal descriptions and boundaries
- Preparation and submittal of other actions, such as Vacation of Rights-of-Way, Off-site Dedication Deeds, Developer Agreements, Annexation Requests, etc.
- Representation of Preliminary Plat, Zone Change Application, and other actions before staff, at Planning and Zoning Commission, and at City Council hearings
- Coordination of plat with franchise utility providers
- Preparation and submittal of a Final Plat
- Representation of Final Plat at Planning and Zoning Commission
- Surveyor for platting and zoning items such as boundary surveys, legal descriptions, Final Plat review and signature, lot monumentation
- Conduct Traffic Impact Study, if required





Infrastructure Design - Design, analyze, and document the design of paving, drainage, utility, landscapes, hardscapes, and other infrastructure for the purpose of construction. Tasks may include, but not be limited to:

- Acquisition of survey – design-grade topographic information
- Street and alley alignment and layout
- Mass earthwork modeling – street/alley profiles, lot grading, drainage facilities, balance cut/fill
- Street hydraulics analysis
- ADA Issues – driveways/alley approaches, intersection ramps, public spaces
- Water Line Layout – pipes, valves, fittings, fire hydrants, services, etc.
- Sewer Line Layout – pipes, manholes, services, crossings, profiles
- Storm Sewer Layout – pipes, manholes, service laterals, inlets, outlets, crossings, profiles
- Construction Details
- Storm Water Pollution Prevention Plans (SWP3) – site plans, plan documents, notices
- Open Space Design – parks, entries, gathering areas, layout, streetscapes, hardscapes, landscapes, lighting, irrigation, art pieces, etc.
- Amenities Design – playgrounds, pools, water features, clubhouses, trails, etc.
- Individual Residence Design – architecture, landscaping, irrigation, etc.
- Commercial Lot Design – architecture, structural, mechanical, electrical, plumbing, interiors, landscaping, site/civil, etc.
- Opinions of Probable Cost (OPCs)
- City review
- Production of Construction documents – plans, specs, and contracts

Bidding Phase - Seek out construction proposals and conduct bidding related tasks on behalf of the Owner. Tasks may include, but not be limited to:

- City review and approval process
- Preparation of bid documents
- Conducting pre-bid meetings
- Plans distribution and bid advertisements
- Respond to questions and issue addenda
- Conduct bid openings
- Preparation of bid tabulations and make recommendations to Owner
- Preparation of contract documents between contractors and Owner – obtain City approval and issue Notice to Proceed (NTP)



Construction Phase - Represent the Owner throughout the construction process to answer technical questions, confirm design requirements, and observe construction. Tasks may include, but not be limited to:

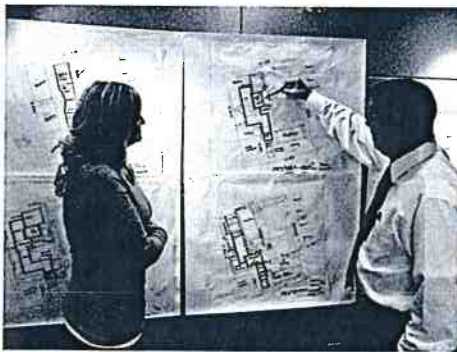
- Conduct a Kickoff Meeting or Pre-Construction Meeting
- Review Submittals
- Review or Prepare Cut Sheets for streets, alleys, and gravity sewers
- Surveying – Provide construction staking and lot monumentation
- Site Visits – Observe construction and conduct SWP3 inspections
- Preparation of reports and maintain site records
- Attend Construction Progress Meetings
- Coordinate surveyors and contractors schedules
- Coordinate testing and City inspection requirements
- Process change orders

- Process and issue pay requests
- Conduct a Final Walkthrough
- Process and Submit City Close Out Documentation

Firm's Resources & Capability to Commit Resources

PSC is unique in that we provide the resources of a large, multidisciplinary firm while being nimble enough to react quickly to your needs. We have organized our engineering staff into sectors (Public Works, Infrastructure, Transportation, Site Development and Environmental) each focusing on a different technical expertise. We are able to meet a wide range of your needs by evaluating the proposed task and assigning the experienced staff that can most efficiently address the city's needs.

PSC's capacity and capability to complete your project is most clearly demonstrated by our history of success on numerous projects. Our staffing resources mean we can have qualified professionals on the ground quickly and current work assignments show the assigned team we hand-picked for you have the appropriate availability.



Firm's Ability to Complete Projects Within Budget Constraints & Within A Strict Time Schedule

PSC takes pride in completing projects on-time and within budget. PSC will work closely with the owner and contractor to ensure that the contract is adhered to and successfully and efficiently designed and completed so that the funds are used in the most beneficial manner. With the assigned team, PSC is committed to providing a total quality project for the City of San Angelo. PSC will monitor and ensure that every aspect of work provided from design to construction completion meets or exceeds requirements and recommendations of the owner.

PSC will utilize the Project Manager through communication with the owner as well as the contractor to ensure that any changes are made properly and effectively throughout the project. PSC will maintain and update a tracking schedule throughout design, and will manage the chosen contractor to provide quality and punctual progress. PSC will ensure timely deliverables of all required project documents through the appropriate authorities and will maintain and provide all necessary project documentation in all aspects of the project including reports and pay applications. A construction schedule will be developed and regularly updated to ensure that construction activities are efficiently progressing and being completed within the construction contract time limit as well as meeting scheduled shutdown and tie-in activities to minimize disruption and inconvenience to surrounding residents and businesses.

As part of PSC's construction management, a trained Resident Project Representative (RPR) will be utilized on-site to oversee site conditions and project progress. Time is of the essence, and PSC will see to it that all items and aspects of the project are carried out as efficiently and safely as possible.

Firm's Qualifications and References

During PSC's long history of providing professional design services throughout Texas, New Mexico and around the world, we have learned several lessons about long-term, legacy projects. Webster defines legacy as "something transmitted by or received from an ancestor or predecessor from the past." This project is certainly one that falls within that category. It has the potential to change the landscape of your community in the near future and for generations to come.

When presented with this type of opportunity, PSC takes a very special approach. In a very literal sense, this selection is based largely on the firm's experience with the nuts and bolts of large business, industrial and rail park projects and how these components come together. Our approach with this Statement of Qualifications (SOQ) is to address PSC's ability to help you design and construct the necessary infrastructure to make this project a success. We will also give you an understanding of our approach and philosophy for large legacy projects such as yours.



The key to every successful greenfield project is collaboration. Prior to the initiation of any design effort, the senior design team at PSC will meet face-to-face with your guidance committee and stakeholders to brainstorm and share information. Sharing information in a forum and then vetting and testing concepts with project stakeholders is a model that has served PSC and our clients very well on past projects. Pairing PSC's wealth of industrial park design experience with the knowledge and experience of your guidance committee will result in an industrial park that is on par with the best in the nation while staying true to your community's unique culture.

It is not uncommon for PSC and key members of the guidance committee to tour several industrial parks in the Southern United States. Showing you what is possible first-hand and then leading the group in determining what your industrial park is going to look like is what we do best. This is our biggest strength and what sets us apart in the marketplace. We are here to help you realize your goals.

No matter what, PSC understands that the life span of what we would create for this project will outlive everyone involved in it. We take this responsibility seriously and appreciate the opportunity to present our qualifications to you for consideration.



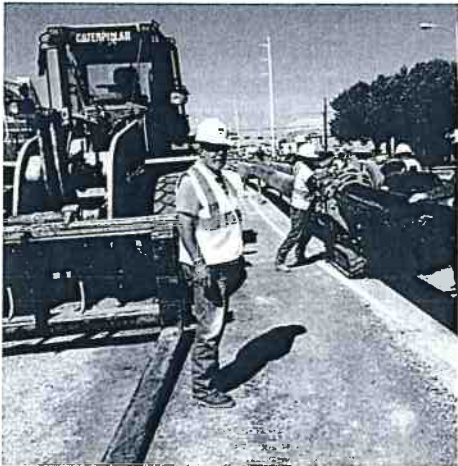
Experience & Involvement in Construction of Business Parks

PSC has had the privilege of working on numerous business and industrial parks for cities large and small over the years. Involvement with our hometowns in developing locations to support the great business climates in West Texas begins with planning. For most of our projects we assisted with Master Planning efforts that included historical context, lot configuration, drainage analyses, roadway schematics, and layouts of other infrastructure. These projects then move into phases of construction to see them reach completion. PSC has been involved in these type projects from the initial inception, through design, and on to the final construction of not only the infrastructure, but often the individual sites themselves.

One unique aspect to working on industrial parks is the Economic Development Administration (EDA) grants. While EDA grants are not as common as other types of state grants, PSC has been successful with several EDA grants that have been issued within the Lubbock region since the early 1990's. This experience includes:

- Levelland Economic Development Corporation
 - Levelland Industrial Rail Park
- Lubbock Economic Development Association
 - LEDA EDA Grant Improvements & Business Park Infrastructure
- Midland Development Corporation
 - Spaceport Trust Fund Grant - Spaceport Business Park Infrastructure
 - Entrada Enterprise Park
- Borger Economic Development Corporation
 - Borger Business Park Master Plan
- Big Spring Economic Development Corporation
 - Big Spring Rail Study
- Hereford Economic Development Corporation
 - Hereford Industrial Site and Water Line

Additional detail is provided for several of these projects in the "Relevant Project Experience" section.



Experience with Construction Management

PSC brings to the table a highly competent construction management team. We have a firm understanding of construction management processes and controls. Our expertise has been called on for emergency projects, on-call construction management and even training. PSC was part of the American Council of Engineering Companies (ACEC) team that helped develop and present training sessions to the City of El Paso in 2015. Collaboratively, PSC worked with ACEC and the City of El Paso to present seven sessions on construction management and inspection to city management, project managers and inspectors. PSC led, or was involved as panel members, in several of the sessions. The seminars included the following topics:

- Introduction to construction management
- Geotechnical, testing, observation and inspection
- Streets and drainage
- Flat work
- Utilities
- Vertical construction
- Electrical and mechanical

One of PSC's Resident Project Representatives, Curtis Glasscock, is currently being interviewed by American Public Works Association (APWA) to provide verbal and written comments for their construction tutorial webinars.

During construction, our personnel will be responsible for monitoring the construction and maintaining proper records and documentation of those activities. PSC will review shop drawings, answer questions from the field, issue clarifications and review the general contractor applications for payment. Change order requests will receive special attention to ensure that they are truly outside of the original scope of work as defined in the contract documents and that they are reasonable. We monitor all aspects of project delivery and coordinate for both substantial completion and any interim occupancy completion by phase. We will work with both the Owner and the general contractor to ensure the quality and timeliness of the project delivery.

Familiarity with San Angelo

As a firm originating in West Texas, many of our projects and employees come from this area, including San Angelo. Currently PSC has one employee living and working in San Angelo. Ty Sisco, ASLA, is listed as a local liaison for this project and will be available to cover immediate needs in the area, from reconnaissance to meetings or design work, his location will be critical to being aware of any issues should they arise.

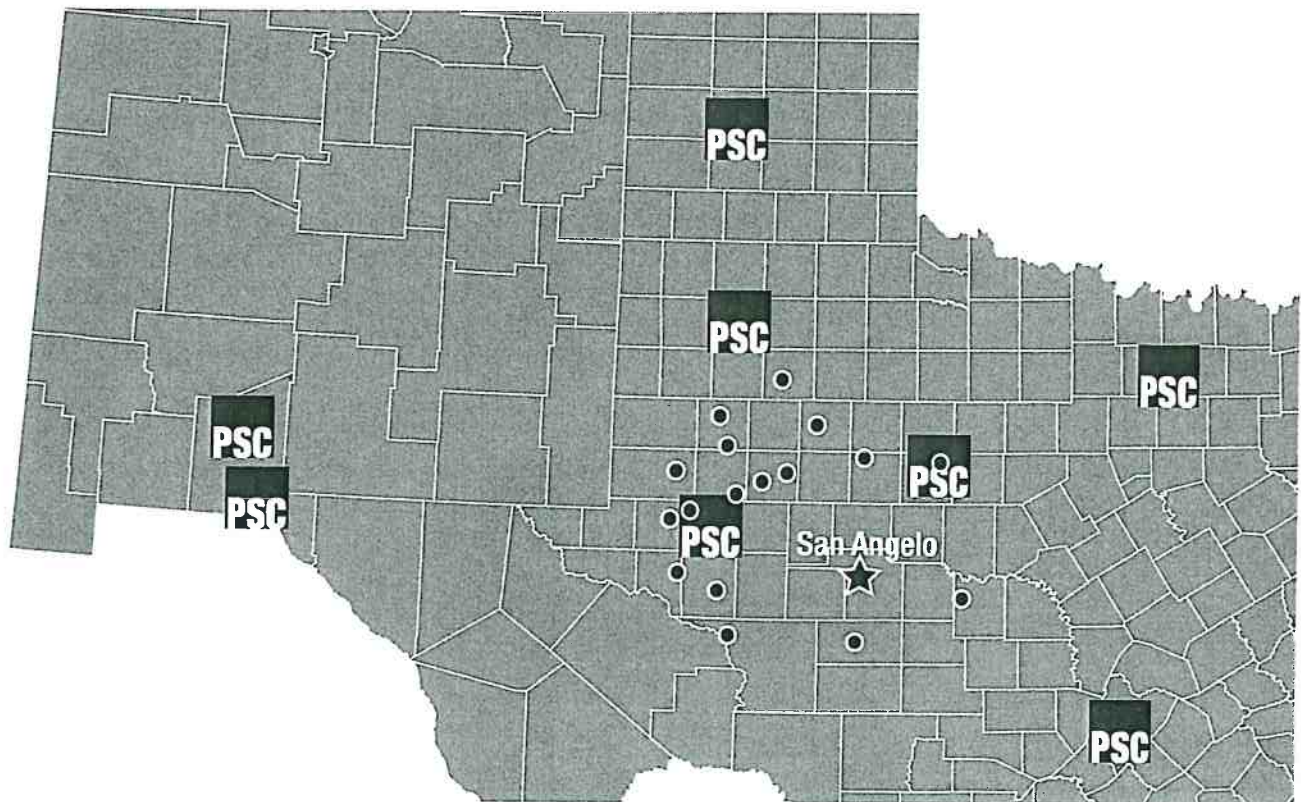
The map below shows PSC office locations and some of our current clients near San Angelo.

Our intent is to maximize our experience, expertise, and knowledge of San Angelo's business park to complete the next phase successfully.

PSC has past experience with the City of San Angelo, including:

- Roadway Design - Concho Avenue (in progress)
- Howard College Campus Expansion
- Wastewater Treatment Plant Study
- Infiltration / Inflow Analysis
- Wastewater Treatment Plant Improvements
- Sludge Handling Facilities
- Solids Management and Disposal Plan
- Comprehensive Wastewater Collection System Master Plan
- Solids Management Plan

PSC has also done a great deal of work in the past for improvements at Mathis Field Airport, as well as landfill amendments and permitting.



Project Approach

With so many years of experience, our Principal-In-Charge (& PSC's Sector Director of Site Development and Planning) along with our designated Project Manager would direct the project from the outset. An initial scoping meeting and contract negotiation would allow for a deeper discussion of the potential needs and desires for this project. Referring to our sample "Scope of Services" and the types of services that PSC provides on this type of project, the PSC approach to Phase 2 of the San Angelo Business & Industrial Park would be as follows:

Data Collection – The San Angelo Business & Industrial Park is large at over 700 acres with several planned phases. Zoning of Light and Heavy Manufacturing is in place, with some portion of the last phase being outside of the current City Limits. Many of the Environmental and Geotechnical assessments are complete and the site has readily available utilities in the form of water, sewer, electric, gas, and telecommunications. No floodplains encumber the site, but obvious drainage pathways are evident. During this step, PSC would assess other information for use in the remainder of the project, including additional studies and technical reports, adjacent plats, and planning information from the City of San Angelo such as thoroughfare plans, water and sewer plans, and drainage master plans.



Conceptual Layout – This industrial park was planned out originally, so PSC would work within the existing plan to make recommendations for improvements or changes to better utilize the space available, especially as it relates to the second phase of improvements. This phase might allow the development of some better overall exhibits for the park to be used in marketing and planning tasks.

Patting and Zoning – As mentioned, the zoning seems to be adequate for the next phase of development, and unless directed, this "leg of the stool" is ready. However, PSC would approach the platting of the next development phase along with the design. This activity would also include a completed drainage report, traffic impact study, and full representation of this project with City Staff, Council Hearings, and Commission Meetings.

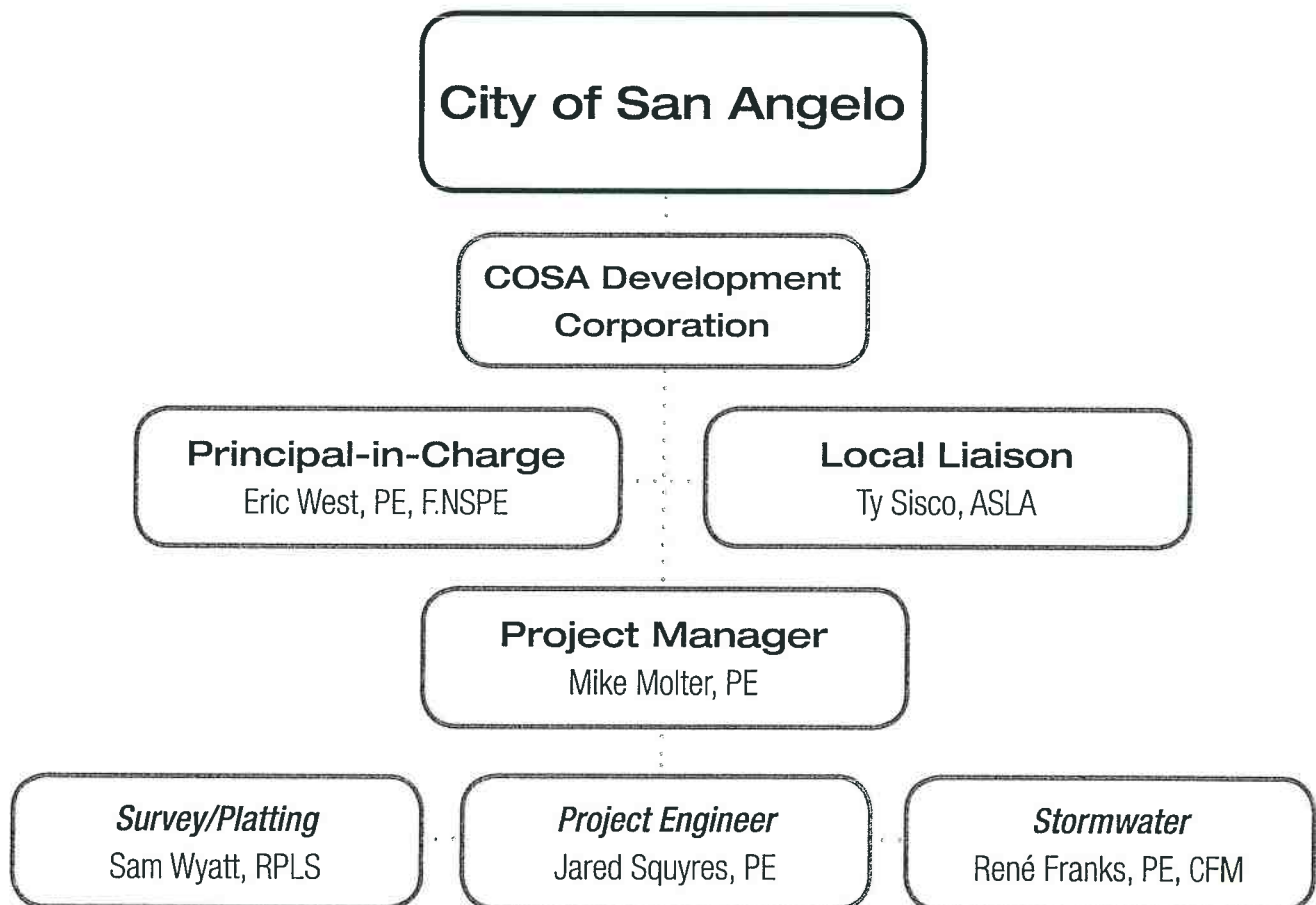
Infrastructure Design – As engineers, this step of the process is often our "meat & potatoes" of a project. From acquiring survey, to street and utility alignment, grading with mass earthwork models down to finished valley gutter slopes, hydraulic analyses of streets and storm sewers, construction details, and special amenities, PSC has been doing this for over 70 years. The production of construction plans will go through two large hurdles of review within the Sector before it is delivered to the City. First, at a midway point, the Project Engineer will present a basis of design to other members of the Sector. This design review is utilized to ask as many questions as possible to ensure that PSC is working on the "best" design. Finally, at the end of a project, before it leaves PSC, a thorough QA/QC review is completed, which focuses in on constructability, efficiencies, and thoroughness of plans. These reviews ensure our plans, specs, and contracts provide a great design that can also be understood and built.

Bidding – PSC will assist the City of San Angelo to whatever extent necessary to secure bids. We often are the planholders and distributors, but sometimes municipalities like to do this themselves for their capital projects, and PSC will be available to answer contractor questions and issue changes as needed.

Construction – PSC prefers to take an active role in the construction process on behalf of our clients. This can potentially include everything from monthly site visits by the engineer to daily interaction with the contractor and City Staff by our Resident Project Representatives. These opportunities have been discussed in more detail throughout this document.

Team Organization

For this project, PSC has assembled the following team of professionals from within the company to lead and manage the successful completion of the next phase of your business park.





ERIC WEST PE, FNSPE
Principal-in-Charge

Eric West, PE is a Principal and Sector Director for Site Development at PSC. As a site development expert, he has directed engineering services for over 4,000 acres of commercial and residential land, and he has master planned more than 11,000 acres in the Permian Basin. He has also been instrumental on large municipal and transportation planning projects in the region, including comprehensive plans, master plans, feasibility studies, and route studies. With a passion for the profession, he has served in leadership roles including president of the local chapter for the American Society of Civil Engineers and Texas Society of Professional Engineers, as well as state and national roles for the National Society of Professional Engineers and Professional Engineers in Private Practice. For his dedication and professional conduct Eric has been recognized as the Young Engineer of the Year on a chapter, state and national level by TSPE and NSPE. In 2015, he was named a Fellow of the National Society of Professional Engineers.

Education

MS Civil Engineering
BS Civil Engineering
Texas Tech University

Registration

Licensed Professional Engineer
TX License: 90349
Fellow, National Society of
Professional Engineers

Relevant Project Experience:

- Borger EDC, Business Park Master Plan
- Midland Entrada Business Park Plat
- Midland Air & Spaceport Business Park Infrastructure
- Midland Holiday Hill Road
- Monsanto LEDA Site
- MDC David Mims Business Park
- LUMMUS Lubbock Business Park Site Design
- MDC ISEEA Study
- Plainview Business Park
- Woodland Park Addition
- Stonebridge Addition
- Heritage Oaks Addition
- Bombardier Business Park



TY SISCO ASLA
Local Liaison

Ty Sisco, ASLA is an Associate and Studio Leader at PSC and currently resides in San Angelo. His experience includes extensive work in the planning of athletic facilities, parks, and low water use landscapes. Ty is dedicated to the profession of Landscape Architecture, has held the positions of president and treasurer for the West Texas ASLA Chapter, and currently serves on the City of Midland Parks and Recreation Commission. As a registered landscape architect and licensed irrigator, Ty has been involved in over 25 athletic field projects and 30 educational facility projects throughout West Texas including Texas Tech University, Lubbock Cooper ISD, Lubbock ISD, El Paso ISD, Midland ISD, the City of El Paso and the City of Big Spring.

Education

BS Landscape Architecture
Texas Tech University

Registration

Registered Landscape Architect
TX License: 2270

Relevant Project Experience:

- LEDA Business Park Phase I
- Overton Park Landscape Design
- Howard College San Angelo Campus Expansion
- Midland College Bond Pedestrian Safety Measures
- Bombardier Business Park-Phase 2
- Midland Holiday Hill Road PS&E
- Midland Development Corporation Entrada Park - Building A
- Las Cruces Downtown Street Revitalization
- Adobe Meadows Addition



MIKE MOLTER^{PE}
Project Manager

Mike's experience includes 25 years at the Texas Department of Transportation where he designed, constructed and managed roadway, drainage and bridge projects totaling approximately \$750 million during that period. He has managed 11 different maintenance section offices and two area engineering offices. Other experience includes 1 1/2 years working with a consultant, managing projects in the oil and gas industry. Early in his career, he worked with a consultant for 5 years in the San Antonio area, performing drafting and design on projects like Sea World of Texas and Fiesta Texas, as well as many different business parks and residential housing subdivisions. Mike's specialties include roadways and bridges.

Education
BS Civil Engineering
Texas Tech University

Registration
Licensed Professional Engineer
TX License: 79765

Relevant Project Experience:

- San Angelo - Concho Avenue (PM)
- MDC David Mims Business Park (PM)
- Midland Air and Space Port Business Park Infrastructure Design (PM)
- Midland Mockingbird Lane between Garfield and A Street
- West Texas Food Bank Midland Facility
- Odessa Salinas Park Redevelopment
- Cross Pointe Infrastructure



JARED SQUYRES^{PE}
Project Engineer

Jared has assisted many area municipalities, airports and development corporations in furthering their long-term goals through infrastructure improvements ranging from small utility extensions to planning for arterial route extensions. Jared has also planned and managed entitlements, platting and infrastructure projects from design through construction for some of the area's largest private developers. Jared has held numerous leadership roles in the West Texas Branch of ASCE. Jared is also a member of the Texas Society of Professional Engineers and a graduate of the Professional Engineer Leadership Institute Class 5.

Education
MS Civil Engineering
BS Civil Engineering
Texas Tech University

Registration
Licensed Professional Engineer
TX License: 119999

Relevant Project Experience:

- Howard College San Angelo Campus Expansion
- Midland Mockingbird Lane between Garfield and A Street
- MDC David Mims Business Park
- Entrada Business Park Plat
- Midland Air and Space Port Business Park Infrastructure Design
- Bombardier Business Park
- Greathouse Addition
- Legacy Addition
- Mayfield Addition



RENE FRANKS^{PE, CFM}
Stormwater

Education
BS Civil Engineering
Rice University

Registration
Licensed Professional Engineer
TX License: 69100

René Franks, PE, is the leader of PSC's stormwater team. She is an expert in floodplain management, floodplain hydrology and hydraulics, infrastructure design, and subdivision development. Prior to joining PSC in 2010, René spent nearly 20 years working for the City of Midland, where she held various positions all the way up to city engineer and gained a deep understanding of municipal government.

Relevant Project Experience:

- LEDA
- Plainview Business Park
- Las Cruces Downtown Revitalization Street Improvements
- Howard College San Angelo Campus Expansion
- Midland Market Street Extension
- Midland Mockingbird Lane between Garfield and A Street
- MDC David Mims Business Park
- Entrada Business Park Plat
- Bombardier Business Park
- Mayfield Addition
- Greathouse Addition



SAMUEL WYATT^{RPLS}
Surveyor

Education
BS Engineering Tech.
Texas Tech University

Registration
Registered Professional
Land Surveyor
TX License: 6453

Sam Wyatt joined PSC's Public Works Sector to begin PSC's Surveying services after spending the past eight years gaining professional surveying experience. His previous experience includes several PSC projects including Preston Smith International Airport, Texas Tech University, Lubbock ISD and many others. Wyatt has been involved in performing and assisting with boundary surveys, municipal platting, topographic surveys, construction layout and as-built surveys.

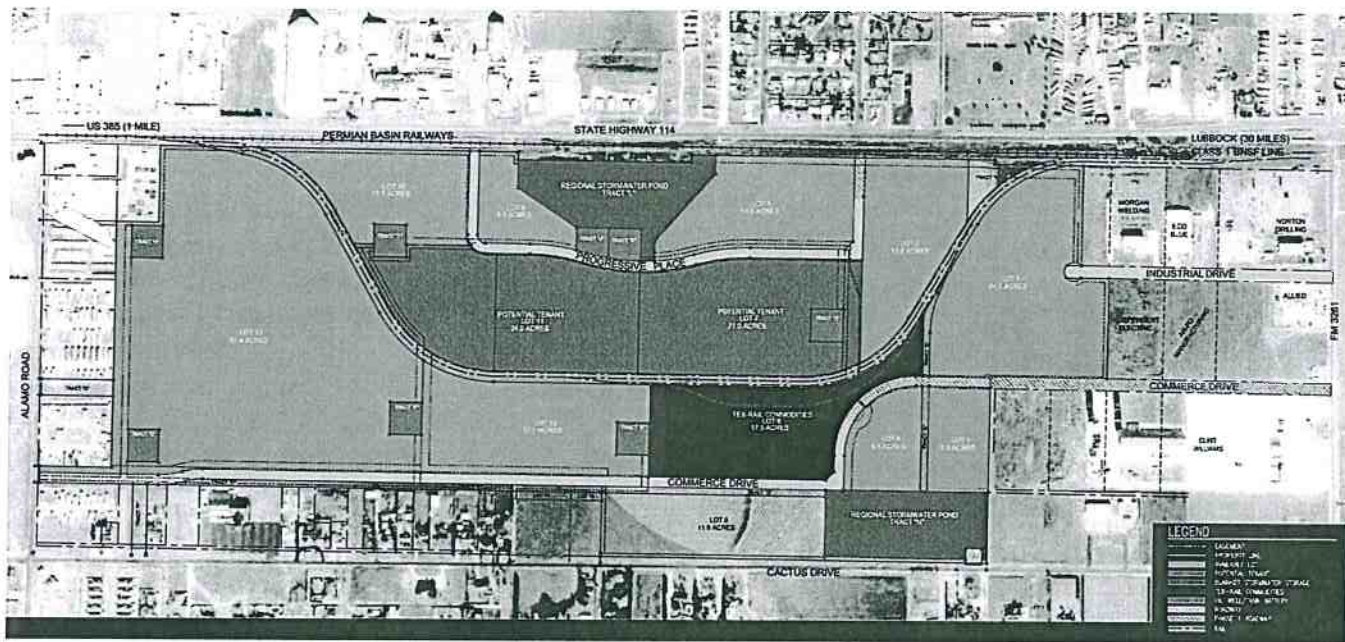
Relevant Project Experience:

- Brownfield Water & Sanitary Sewer Extension
- LEDA
- Levelland Industrial Rail Park Expansion
- Plainview Medical Plaza
- Midland Briarwood Avenue Extension
- Legacy West Addition

Please see the following pages for projects similar in scope of work.

John Clary
Levelland Economic Development Corp.
806.568.5400

The City of Levelland and the Levelland Economic Development Corporation (LEDC) retained PSC to plan, plat and design the infrastructure improvements for a 400-acre industrial rail park. This park is serviced by West Texas and Lubbock Rail which is owned by Watco Companies, LLC. The \$8.6-million rail park can accommodate 13 businesses with no at-grade railroad crossings inside the park which facilitates truck and rail traffic during trans-loading. Phase 1 included the construction of Commerce Street, the east entrance on Progressive Place and 22,000 track feet of rail. This phase also included storm drainage, stormwater detention and new water and sewer utilities. In September 2014, the LEDC expanded the rail park with a 1,126-foot siding track for Pipeline Plastics. In August 2015, PSC was consulted again to further expand rail services, sewer and the west entrance of Progressive Place. PSC designed 1,748 feet of rail siding designated for Penny-Newman Grain Company. An additional 750 feet of sewer had to be constructed as well as a new entrance to accommodate the increase in truck traffic.



Reference

John Osborne
Lubbock Economic Development Corp.
806.794.4500

LEDA Business Park

In 2005, The Lubbock Economic Development Alliance (LEDA) retained PSC to assist in the preparation of a Master Plan and to perform an engineering assessment for the 586-acre Lubbock Business Park site.

During the Master Plan phase of the project, senior PSC staff members, LEDA staff and three board members toured five business parks in the southern United States. Our proudest accomplishment was showing guidance committee members what was possible and then leading the group to develop a unique business park with a local flair. To ensure that the look of the business park would be uncompromised, PSC worked with LEDA to develop restrictive development covenants. We were able to identify signage and monument signage so that the entrance to the business park was evident from the adjacent interstate highway. Landscaping standards utilized drought tolerant species that are native to our region to enhance the beauty of the park and conserve groundwater resources.

With tenants committed, it was critical to develop the first phase of the Business Park and have it ready by the third quarter of 2008. PSC commissioned Smith Surveying and their subconsultant to perform a topographic survey of the entire 586-acre site. Simultaneously, PSC started working with Smith Surveying on the preparation of the Phase 1 plat. Also, in the interest of time, PSC began the drainage study and plan utilizing the city contours with the ability to make any necessary adjustments following the field survey.

Design of the streets and utilities was underway by the end of the first quarter of 2007. The project would involve two major streets, East Yucca Lane and North Elm Avenue. LEDA chose to construct all streets out of concrete to minimize maintenance and maximize the look of the park. One of the biggest challenges of the project was the stormwater and how to address the more than 586 acres of runoff from a site that has large lots and a relatively small number of streets to convey the water. The solution was to create a boulevard street section with a median ditch for stormwater conveyance. The median ditches would double as landscaped area to enhance the look of the park. PSC utilized multiple types of erosion control measures throughout the project to combat the potential effects of erosion caused by the runoff. Measures ranged from loose rock riprap to gabion baskets and erosion control mats.

Beyond the water and sewer systems that were installed adjacent to the new streets, there was significant coordination with electrical, gas and communication utilities. PSC worked with LEDA and the city to establish a standard for service throughout the park. Finally, the project involved coordination with TxDOT. The main entry to the park intersects the Interstate-27 frontage road. PSC had to obtain TxDOT approval for the intersection design. TxDOT was also involved in the platting process by providing input on allowable curb cuts for future lot development and in the design of stormwater improvements because the site drains toward the TxDOT system.

Roughly 50 percent of the street, drainage and utility infrastructure has been constructed. The balance will be driven by demand for developable land. As a trusted advisor to LEDA, the PSC Team continues to aid in discussions with potential tenants and advise on steps necessary to accommodate the varied site plans in the most timely, economical manner.

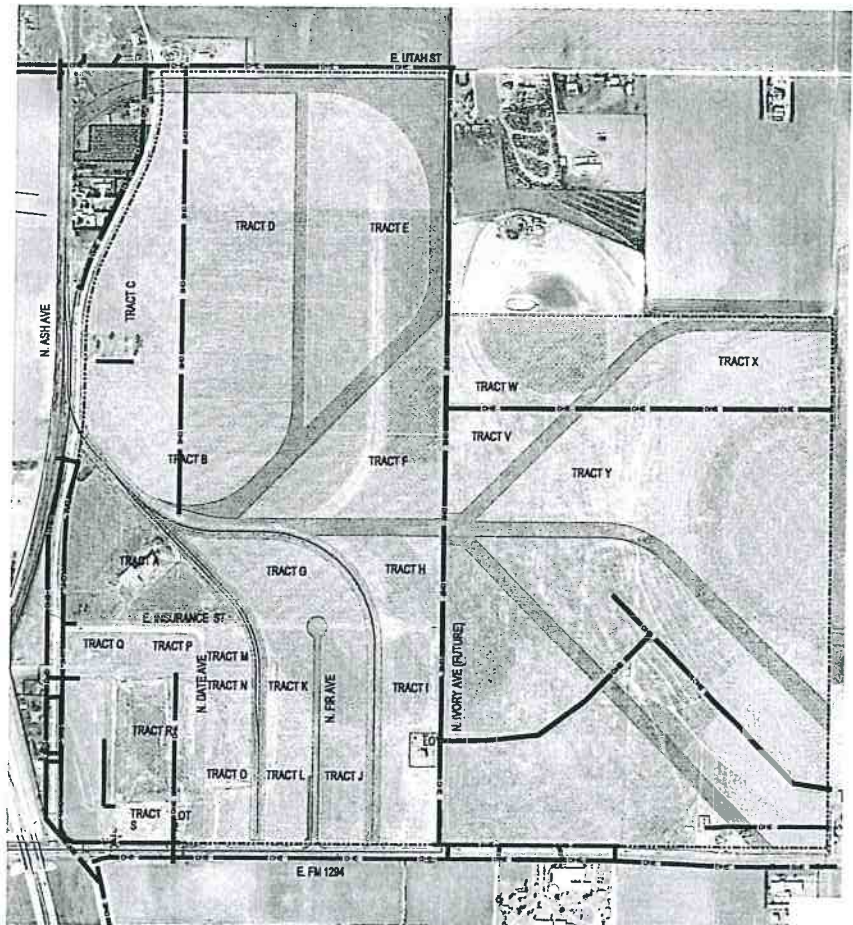


Reference

John Osborne
Lubbock Economic Development Corp.
806.794.4500

LEDA Rail Park

In 2001, the Lubbock Economic Development Alliance (LEDA) retained PSC to master plan, plat and design infrastructure improvements for a 526-acre industrial rail port. The LEDA Rail Port Business Park provides convenient access to BNSF Railway mainline and can accommodate 32 businesses with no at-grade railroad crossings. This provides safety for clients and business owners alike. The park is located north of the City of Lubbock, one mile north of the Lubbock Preston Smith International Airport and adjacent to Interstate 27. Phase 1 of the project was for the design and construction of a ground storage tank and booster pump station, a lift station and force main, water, sewer, electric, gas, fiber optic cable and communication infrastructure, industrial concrete streets, storm sewer system improvements, stormwater detention, and 8,338 track feet of rail. In 2011, PSC was again retained by LEDA for Phase 2 of the Rail Park. For this phase, the design and construction consisted of additional streets, storm sewer system improvements, extension of the existing utilities into this new phase of the park and an additional 4,346 track feet of rail. PSC was retained to provide all services associated with development of this business park from schematic and master planning through platting and design and construction phase services through our on-site Resident Project Representatives (RPRs) for LEDA. This Rail Park is unique in that it connects its businesses with the nation's Class 1 railroad infrastructure (BNSF), the interstate highway system (I-27) and the nearby international airport (Lubbock Preston Smith International Airport).



Reference

Robert Rendall, Jr.
Midland Development Corporation
432.704.5452

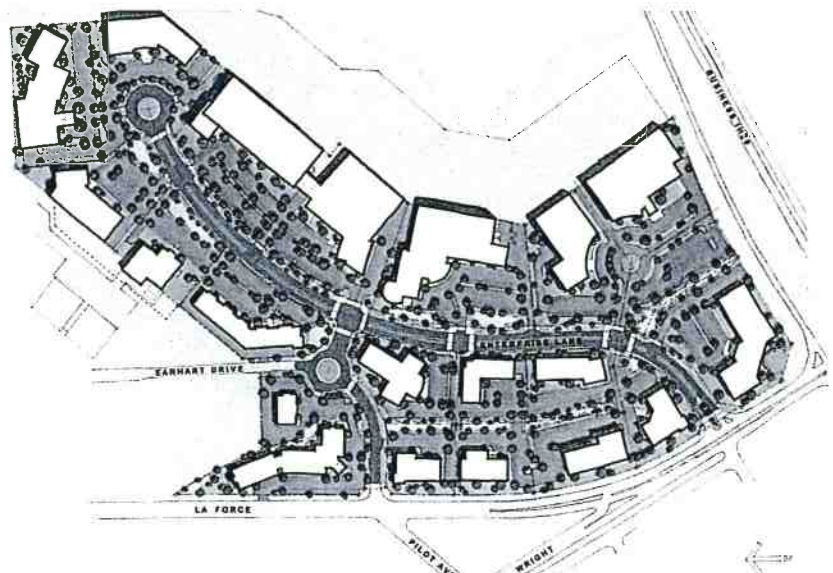
Midland Spaceport Business Park Master Plan

PSC recently completed a master plan for the Spaceport Business Park at the Midland International Air & Space Port. This plan included extensive utility, roadway, and drainage analysis and coordination, as well as architectural, landscaping and aviation elements.

The Spaceport Business Park proposed at the Midland International Air and Space Port is planned as a 50-acre mixed use development dedicated to supporting the space flight industry, research and related facilities. Operating through its development arm, the Midland Development Corporation (MDC), the City of Midland will provide lease lot locations to prospective space flight industry businesses. The business park is positioned on the southwest side of the airport and contains a range of locational capabilities within the park to suit client needs. This range allows direct airside ramp access for businesses needing hangar/ramp access, along with non-airside building locations for support and research facilities. Available lease lots range in size from approximately one to seven acres and the lease concept allows flexibility in the negotiated lease lot size. This master plan and engineering assessment will provide important information to prospective tenants and facilitate continued development of the Spaceport while maintaining its unique purpose and cohesive identity.

PSC worked extensively with local, state and federal agencies during the development of this project. Additionally, PSC was in close collaboration with the Midland International Airport and was successful in obtaining the **very first** horizontal take off permit for a space port in the United States from the Federal Aviation Administration in Washington DC.

Subsequent to the completion of the Master Plan, PSC was retained by the MDC to complete the first phase of infrastructure for the park. Included in this design is the roadway, water, sewer, drainage and landscape facilities for a portion of the development, as well as site design for the first two tenants of the business park, XCOR and Orbital Outfitters. Design is nearing completion with a bid date anticipated for late May or June.



Reference

Robert Rendall, Jr.
Midland Development Corporation
432.704.5452

Midland Entrada Business Park

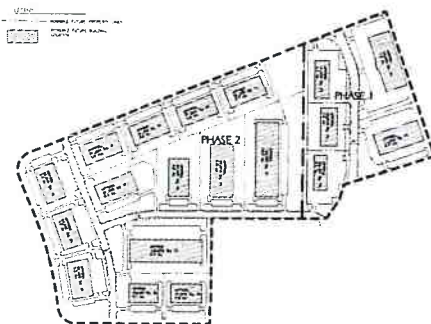
In October 2002, PSC delivered the Midland International Airport Business Development Plan to the Midland International Airport Board as a part of the overall Airport master plan. The major focus of this work, which was given the working title Entrada Enterprise Park, was to establish the viability and vision for a park (primarily non-aviation related) in the area of the airport between the communities of Midland and Odessa. This collaborative effort, undertaken with Hillwood Strategic Services consulting group, involved the airport staff, airport board and city management. The pervading ideas of the work were presented to, and subsequently supported by, both communities at large, including their chambers of commerce, economic development boards and influential citizens.

With the involvement of Hillwood Strategic Services, the work effort was infused with perspective from one of the world's largest mixed-use industrial airports – Hillwood's Alliance Airport in Fort Worth, that has leveraged over \$4 billion in private investments. Since its inception, this unique perspective led to the approach of findings and recommendations modeled after the decision-making process used by corporate location seekers utilizing quantitative criteria such as tax rates, economic base and labor market. The plan also considered more qualitative issues such as community image and quality of life.

Tools used in formulating the plan included an analysis of the Airport Regional Plan, a market analysis and direct testing of the project's validity through interviews with potential customers for the park. A conceptual, phased master plan for the park was developed that detailed architectural building guidelines as well as signage and landscaping requirements to enhance the aesthetic and cohesive effect of the park. Based on the master plan for the park, a pro forma analysis revealed the details involved in the overall economic viability of the plan.

It was the goal of this plan to explore the possibilities of such a park located between and involving the communities of Midland and Odessa. It was the Airport Board's desire that the plan be developed with potential customers in mind. Through the leadership of PSC this uniquely-composed product was formulated, not only with the ultimate customers in mind but, quite literally through the mind of the customer.

In May of 2003, the Midland Development Corporation contracted with PSC to complete an industrial site engineering evaluation and assessment study for two specific industrial development sites in and near the city of Midland. The study provided the evaluation, assessment and recommendation for the development of the selected sites to be responsive to target industry recruitment. One of those sites was the Entrada Enterprise Park location.



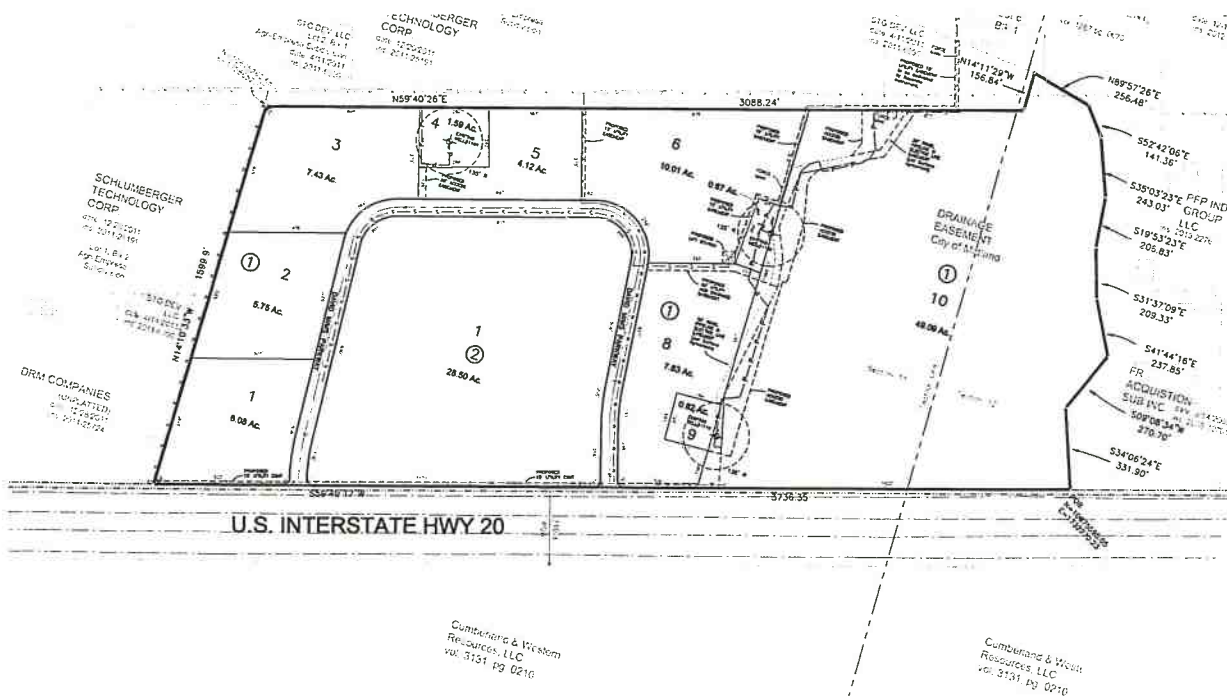
MDC David Mims Business Park

Robert Rendall, Jr.
Midland Development Corporation
432.704.5452

During the industrial site engineering evaluation and assessment study, funded by the Midland Development Corporation and performed by PSC, a location was also recommended for development of a business park.

Several years later, much of the area studied was sold to Schlumberger and associated entities. That property has since been developed and the remaining 127 acres is being developed into the David Mims Business Park by the MDC. PSC is now working with the MDC to plat the property and design infrastructure to accommodate various businesses looking at the park as a potential location for large lot sites (five-20 acres each).

PSC is currently under contract to design roadways, water and sewer lines, a lift station/force main, and drainage improvements for the business park.



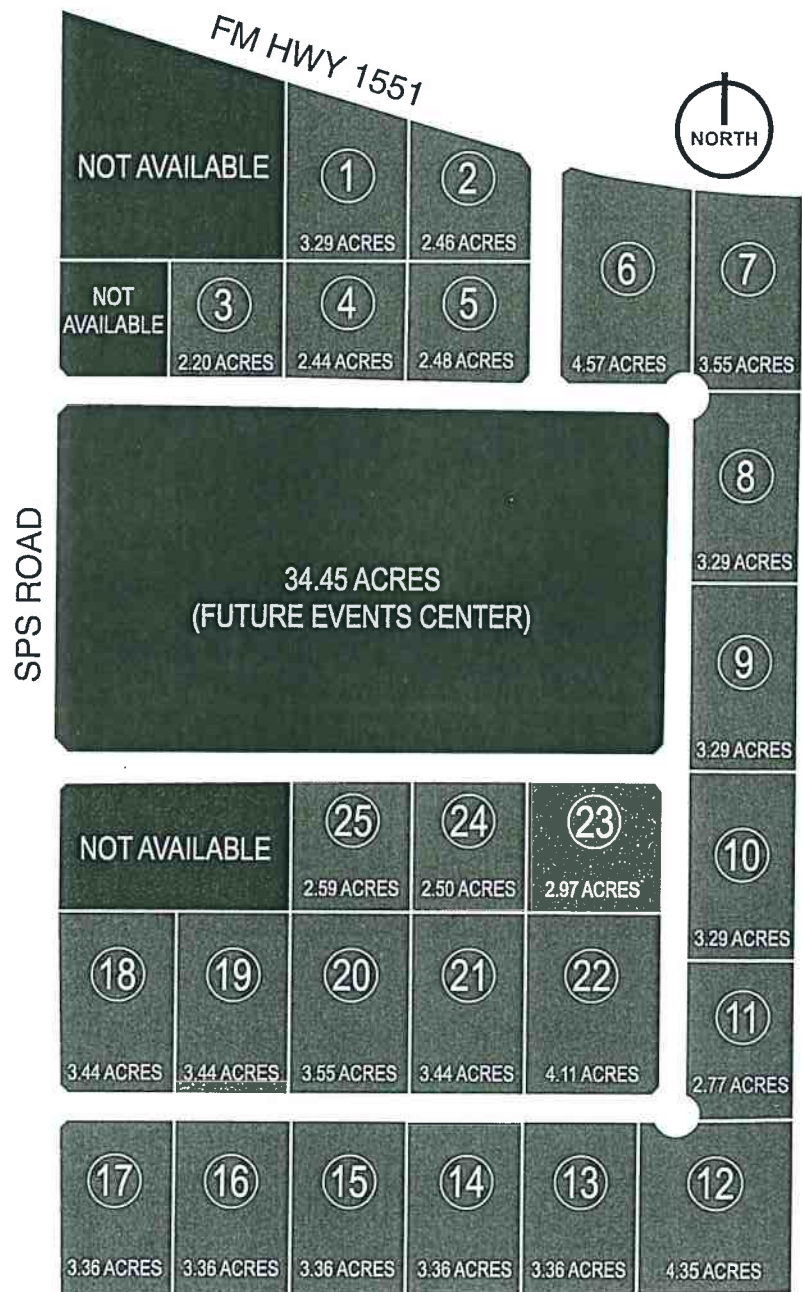
Reference

Dan Redd, CEO
 Borger Economic Development Corp.
 806.521.0027

Borger EDC Business Park Master Plan

PSC was contracted by the Borger Economic Development Corporation (EDC) to provide a master plan for their proposed business park along FM 1551. The 140 acre site had limited access, but PSC was able to provide a flexible layout, including the reservation of existing buildings, a 35-acre event center lot, and 25 lots of varying sizes (2 to 5 acres).

The master plan included analysis of topographical concerns, drainage impacts, utility installations, and marketability of lot sizes. PSC created a phasing plan and coordinated with TxDOT to ensure a smooth initial phase of construction.



Reference

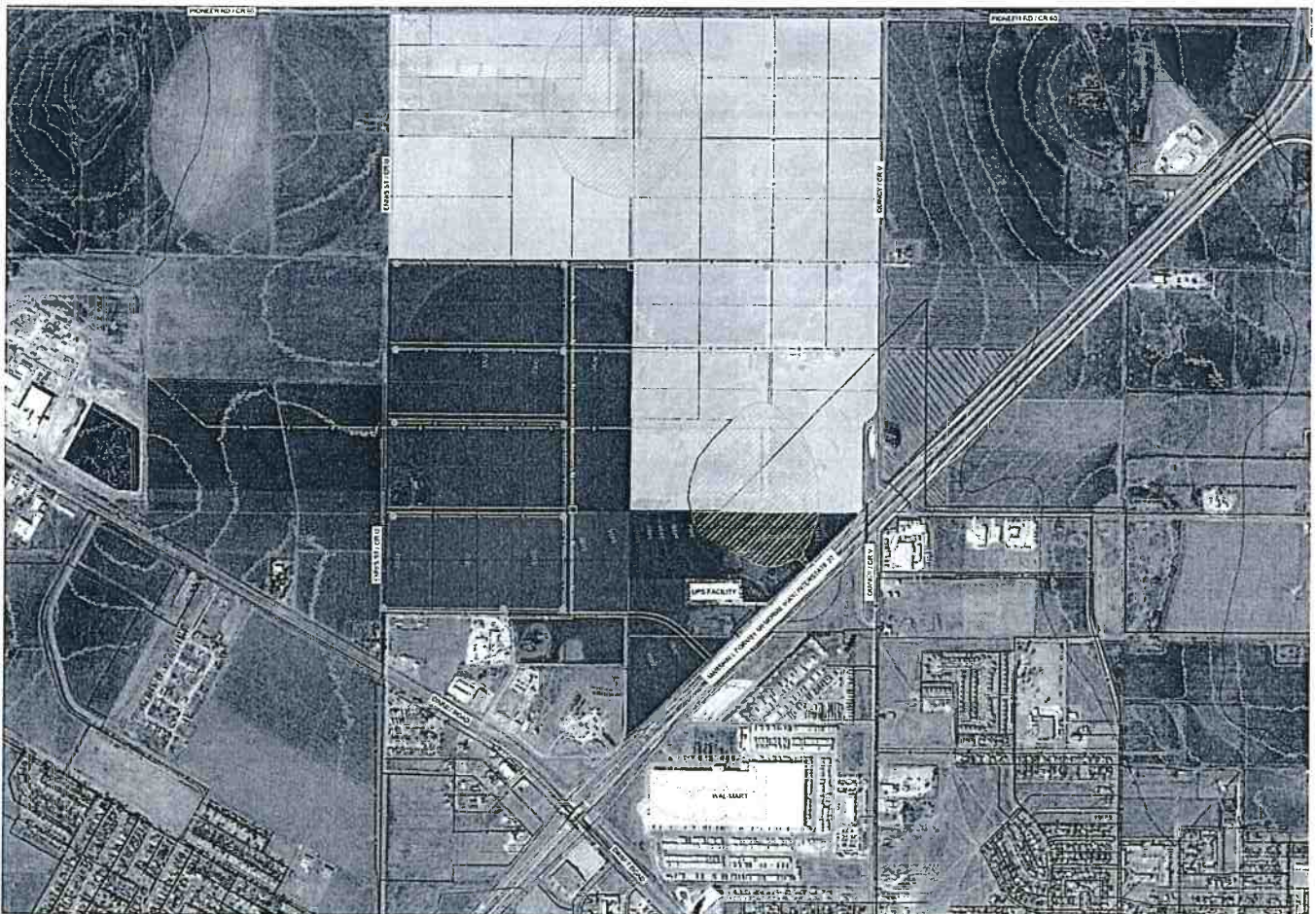
Jeffrey Snyder, City Manager
City of Plainview
806.296.1106

Plainview Business Park

In 2016, the City of Plainview and Hale County retained PSC to assist in the preparation of a master plan and infrastructure documents for the first phase of the Plainview-Hale County Industrial Park. This current site of almost 100 acres was planned out to as much as 700 acres of ultimate industrial sites.

PSC toured other business parks in the region with representatives from the City, County, and EDC and have had several stakeholder meetings to discuss the project. Currently, PSC is assisting the City and County through interaction with railroad representatives and determination of the extent of rail service to provide for the park. Consecutively, PSC is designing the water, sewer, paving, and drainage improvements to make the first phase ready for business location and in anticipation of the future phases and development to come.

In addition to the main infrastructure, PSC is contracted to provide the design for entry landscaping, signage, and platting. All work is being done "in-house" by PSC. Plans for this project will be complete and under construction within 2017, as timing depends on further discussion with the railroad.



Reference

Matt Carr, PE, City Engineer
City of Midland
432.685.7415

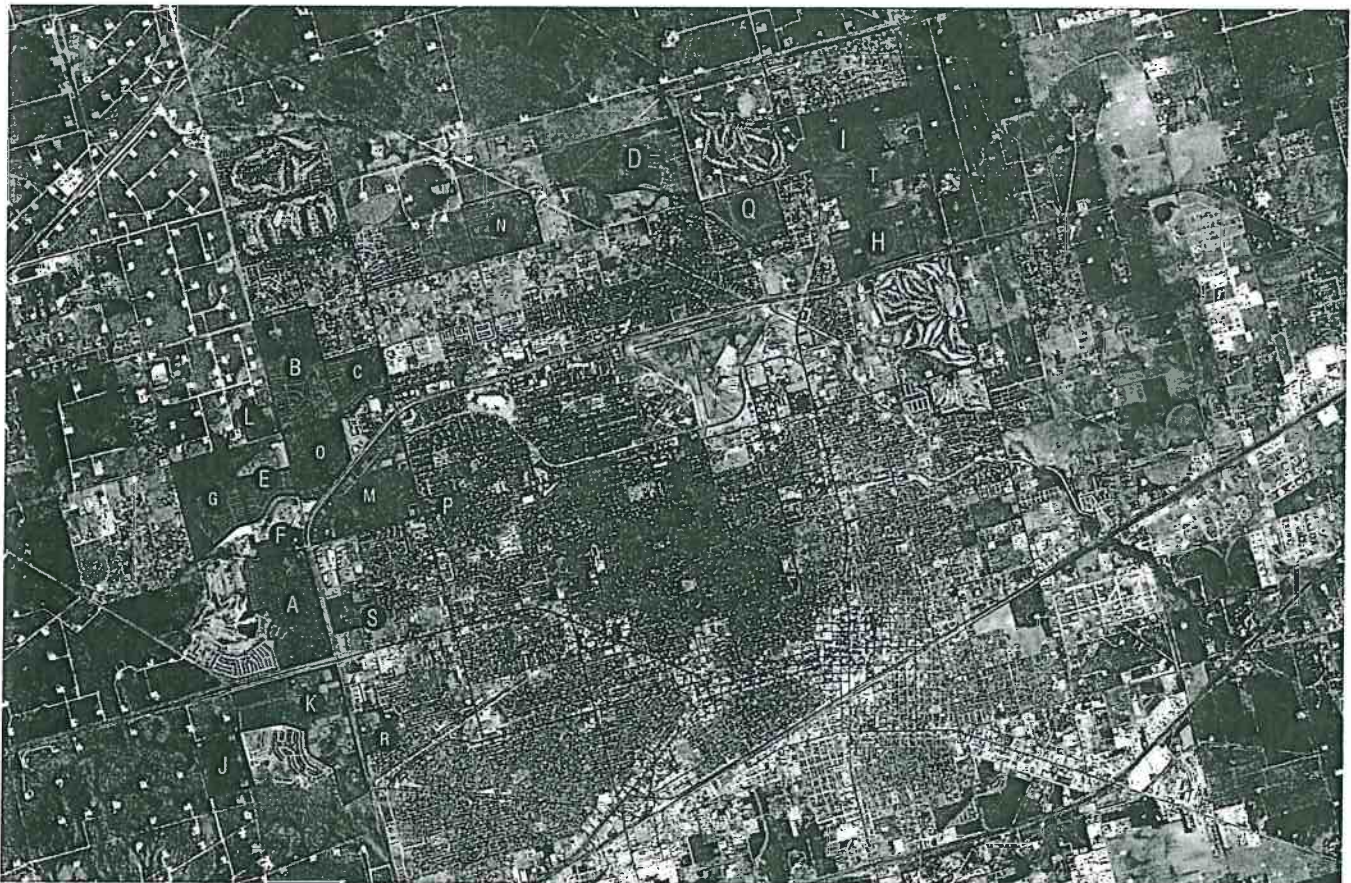
- Each of these projects contained roadway and utility extensions on a new location, within the City of Midland.
- Drainage concerns were addressed for each, ranging from surface flow to large box culverts, basins, and storm drains.
- ROW acquisition, where required, was accomplished by PSC on these projects.

City of Midland Various Developments

PSC has worked integrally with various developers and the City of Midland on the expansion of many subdivisions throughout the last 20 years. Each was done in accordance with City standards and regulations.

Examples of these projects include the following:

- | | |
|------------------------------|---------------------------------------|
| ■ A Grassland Estates | ■ K Westridge Park Addition |
| ■ B Greathouse Addition | ■ L Cross Point Addition |
| ■ C Briarwood Addition | ■ M Fairmont Park Addition |
| ■ D Woodland Park Addition | ■ N Mayfield Place Addition |
| ■ E Holiday Hill Village | ■ O Northgate Addition |
| ■ F Grandridge Park Addition | ■ P Northwood Addition |
| ■ G Heritage Oaks Addition | ■ Q Solomon Estates |
| ■ H Stonebridge Addition | ■ R Stadium Addition |
| ■ I Adobe Meadows Addition | ■ S Manor Park (Trinity Towers Manor) |
| ■ J Legacy Addition | ■ T Pavilion Park Addition |



Proof of Insurance

PSC carries General Liability Insurance in the amount of \$ 1,000,000 per claim through Cecil-Dunn Insurance Agency and Professional Liability Insurance in the amount of \$2,000,000 per claim through McLaughlin Brunson Insurance Agency. Proof of this insurance is shown below.

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EXCESS LIAB						14. WORKERS COMPENSATION AND EMPLOYERS LIABILITY						15. ANY PROP/COMP/UTM/EX/CL/UTV						16. E&M - EXCEPTED						17. E&M - EXCEPTED						18. E&M - EXCEPTED						19. E&M - EXCEPTED						20. E&M - EXCEPTED						21. E&M - EXCEPTED						22. E&M - EXCEPTED						23. E&M - EXCEPTED						24. E&M - EXCEPTED						25. E&M - EXCEPTED						26. E&M - EXCEPTED						27. E&M - EXCEPTED						28. E&M - EXCEPTED						29. E&M - EXCEPTED						30. E&M - EXCEPTED						31. E&M - EXCEPTED						32. E&M - EXCEPTED						33. E&M - EXCEPTED						34. E&M - EXCEPTED						35. E&M - EXCEPTED						36. E&M - EXCEPTED						37. E&M - EXCEPTED						38. E&M - EXCEPTED						39. E&M - EXCEPTED						40. E&M - EXCEPTED						41. E&M - EXCEPTED						42. E&M - EXCEPTED						43. E&M - EXCEPTED						44. E&M - EXCEPTED						45. E&M - EXCEPTED						46. E&M - EXCEPTED						47. E&M - EXCEPTED						48. E&M - EXCEPTED						49. E&M - EXCEPTED						50. E&M - EXCEPTED						51. E&M - EXCEPTED						52. E&M - EXCEPTED						53. 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EXCESS LIAB						14. WORKERS COMPENSATION AND EMPLOYERS LIABILITY						15. ANY PROP/COMP/UTM/EX/CL/UTV						16. E&M - EXCEPTED						17. E&M - EXCEPTED						18. E&M - EXCEPTED						19. E&M - EXCEPTED						20. E&M - EXCEPTED						21. E&M - EXCEPTED						22. E&M - EXCEPTED						23. E&M - EXCEPTED						24. E&M - EXCEPTED						25. E&M - EXCEPTED						26. E&M - EXCEPTED						27. E&M - EXCEPTED						28. E&M - EXCEPTED						29. E&M - EXCEPTED						30. E&M - EXCEPTED						31. E&M - EXCEPTED						32. E&M - EXCEPTED						33. E&M - EXCEPTED						34. E&M - EXCEPTED						35. E&M - EXCEPTED						36. E&M - EXCEPTED						37. E&M - EXCEPTED						38. E&M - EXCEPTED						39. E&M - EXCEPTED						40. E&M - EXCEPTED						41. E&M - EXCEPTED						42. E&M - EXCEPTED						43. E&M - EXCEPTED						44. E&M - EXCEPTED						45. E&M - EXCEPTED						46. E&M - EXCEPTED						47. E&M - EXCEPTED						48. E&M - EXCEPTED						49. E&M - EXCEPTED						50. E&M - EXCEPTED						51. E&M - EXCEPTED						52. E&M - EXCEPTED						53. 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Required Forms



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Contact Information

Firm Name: Parkhill, Smith & Cooper, Inc.

Mailing Address: 1700 W. Wall, Suite 100

City, State Zip Code: Midland, Texas 79701

Print Name: Eric West, PE, F.NSPE Date: February 8, 2017

Tax ID (attach IRS W-9): 75-1156936

Telephone: 432.697.1447 FAX: 432.697.9758

Email: ewest@team-psc.com

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Parkhill, Smith & Cooper, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

4222 85th Street

6 City, state, and ZIP code

Lubbock, Texas 79423

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
7	5		-	1	1	5	6	9 3 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ January 1, 2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Addendum Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

Please Print

Parkhill, Smith & Cooper, Inc.

Company Name

Eric L. West

Signature

Eric West, PE, F.NSPE

Printed Name

Principal

Title

February 8, 2017

Date

1700 W. Wall, Suite 100

Address

Midland, Texas 79701

City, State Zip Code

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.**Parkhill, Smith & Cooper, Inc.**

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.**N/A**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Eric L. West
Signature of vendor doing business with the governmental entity

February 8, 2017

Date

Debarment and Suspension Certification

- (1) The prospective primary firm certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary firm is unable to certify to any of the statements in this certification, such prospective primary firm shall attach an explanation to this bid proposal.

PROVIDER: Parkhill, Smith & Cooper, Inc.

BY: Eric L. West
Signature

ITS: Principal

DATE: February 8, 2017



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

List of References

References: List five (5) projects of similar size and scope; giving company's name, owner's representative name, project description, and telephone numbers for each.

REFERENCE ONE

Government/Company Name: Lubbock Economic Development Alliance
Location: Lubbock, Texas
Contact Persons and Titles: John Osborne
Telephone Number: 806.794.4500
Scope of Work: LEDA Business Park development, design & construction
Contract Period: April 2005 - Present
Contract Amount: \$20,469,243

REFERENCE TWO

Government/Company Name: Lubbock Economic Development Alliance
Location: Lubbock, Texas
Contact Persons and Titles: John Osborne
Telephone Number: 806.794.4500
Scope of Work: LEDA Rail Park development, design & construction
Contract Period: March 2001 - Present
Contract Amount: \$9,519,750

REFERENCE THREE

Government/Company Name: Midland Development Corporation
Location: Midland, Texas
Contact Persons and Titles: Robert Rendall, Jr.
Telephone Number: 432.704.5452
Scope of Work: Midland Spaceport Business Park master plan and infrastructure
Contract Period: March 2014 - Present
Contract Amount: \$4,175,000



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

REFERENCE FOUR

Government/Company Name: Midland Development Corporation
Location: Midland, Texas
Contact Persons and Titles: Robert Rendall, Jr.
Telephone Number: 432.704.5452
Scope of Work: Engineering evaluation, study & design of David Mims Business Park
Contract Period: March 2016 - Present
Contract Amount: N/A

REFERENCE FIVE

Government/Company Name: Levelland Economic Development Corporation
Location: Levelland, Texas
Contact Persons and Titles: John Clary
Telephone Number: 806.568.5400
Scope of Work: Planning & design of improvements for industrial rail park
Contract Period: December 2008 - Present
Contract Amount: \$8,600,209



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

****PSC will provide all services in-house**

List of Proposed Subcontractors

Provide a listing of all subcontractors and descriptions of the services provided by such parties that the company is likely to engage if it is selected. The Submittal should indicate the length of the relationship between the company and the subcontractor as well as the means by which the subcontractor was selected by the company (i.e. competitive selection process or sole sourcing).

Firms are strongly encouraged to explore utilizing local subcontractors where available. Make as many copies of this form as necessary to cover all categories of work.

Category of Work: _____ % of Proposed Contract Amount: _____
Business Name: _____
Contact Name: _____
Telephone: _____
Address, City, State, Zip: _____
Length of Relationship with Company: _____
Method for Selecting Company: _____

Category of Work: _____ % of Proposed Contract Amount: _____
Business Name: _____
Contact Name: _____
Telephone: _____
Address, City, State, Zip: _____
Length of Relationship with Company: _____
Method for Selecting Company: _____

Category of Work: _____ % of Proposed Contract Amount: _____
Business Name: _____
Contact Name: _____
Telephone: _____
Address, City, State, Zip: _____
Length of Relationship with Company: _____
Method for Selecting Company: _____

Draft Contract

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION
AND _____.**

This Professional Services Agreement ("Agreement") is entered into by and between the City of San Angelo Development Corporation, a Texas municipal development corporation organized pursuant to the Texas Development Corporation Act ("COSADC") and _____ ("Provider"), effective as of the _____ day of _____, 20____ (the "Effective Date").

RECITALS

A. COSADC issued a Request for Qualifications No. RFQ NO. DC-02-17 for Professional Engineering and Surveying Services for infrastructure for Phase 2 of the San Angelo Business & Industrial Park ("Services") on January , 2017; Provider's response thereto ("Response") has been selected as a qualified Response for the provision of Services; and, Provider reaffirms all averments in Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

B. COSADC wishes to engage the services of Provider, and Provider wishes to perform Services for COSADC.

C. On _____, 20____, the COSADC Board of Directors authorized the President of COSADC to negotiate and execute this Agreement subject to approval of the City Council for the City of San Angelo, under the terms and conditions set forth herein.

D. Provider's representative executing this Agreement on behalf of Provider has full and complete authority of Provider's governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

TERMS:

1. **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TERM:** The term of this Agreement shall be _____ (____) days commencing on the Effective Date hereof. Work shall not commence until City provides Provider with a written notice to proceed, and shall be fully completed within _____ (____) days thereafter.

3. **LIQUIDATED DAMAGES:** COSADC and Provider recognize that the time of performance is of the essence in this Contract and that COSADC will suffer financial loss if Work is not substantially complete within the time specified in Section 2. above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by COSADC if Work is not substantially complete on time. Accordingly, instead of requiring such proof, COSADC and Provider agree that a reasonable estimate of liquidated damages for any delay (but

Exhibit “B—1”
RFQ DC-02-17
SCOPE OF SERVICES

Parkhill, Smith & Cooper, Inc. (PSC) will provide the following scope of services on the above referenced contract.

Task 1.1 - Data Collection

PSC will gather, review, and analyze known existing plans and reports which have direct bearing on the subject area to determine capabilities and constraints to the planning process. Information may include plans from local, state, and federal agencies. Information will be used to assemble and develop the Conceptual Layout and the tasks that follow. Information to be obtained may include, but not be limited to:

- Mapping
- Local Ordinances (Zoning, Subdivision, Landscaping, etc.)
- Soil Resources
- Land Use Plans
- Previous Studies and Technical Reports
- Existing Boundary and Topographical Information
- Aerial Photography
- Plats (on-site and adjacent)
- Ownership Information
- Flood Zones
- City Comprehensive Plans
- Thoroughfare Plans
- Transportation Improvement Plans
- Traffic Counts
- Utility and Pipeline Locations
- Water and Sewer Master Plans
- Drainage Master Plans
- Economic Conditions and Growth Projections
- Environmental Site Assessments

Task 1.2 - Conceptual Layout

PSC will develop one or more conceptual development plans based on owner desires, local and regional potential, feasibility, and current applicable regulations. Tasks may include, but not be limited to:

- Overall conceptual layout of business park (emphasis on Phase 2 area) to consider zoning, planning, applicable regulations, existing site and facilities and other information
- Review of infrastructure availability and requirements to include water, sewer, storm sewer, drainage basins or channels, roads, franchise utilities, and other services
- Preliminary drainage analysis
- Production of exhibits showing collector street networks, major infrastructure requirements, thematic elements, general lotting patterns, phasing considerations
- Understand and articulate the overall development theme including desired outcomes, amenities, entries, look and feel, and target products (lot size, price point, style, etc.)
- Production of architectural renderings of entries, monument signage, amenities, or open spaces.
- Memo of development considerations & guidelines
- Development of conceptual opinions of probable costs (OPCs)
- Production of marketing exhibits – concept plan, entry renderings, signage & monument renderings
- Preliminary meeting with City staff or the Authority Having Jurisdiction (AHJ)
- Coordination with Grant Writer

- Delivery of layouts, memo, and OPC
- Review meetings with Owner
- Authorization to proceed with platting and design phases

Tasks 1.1 & 1.2 Provided at Hourly Rate, Not to Exceed \$28,000

Excluded, but potential additional tasks include:

- Specialized Marketing Exhibits
- Animations (fly-through renderings)

Additional tasks to be provided by subsequent work orders shall include:

Platting and Zoning Activity

Prepare, process, and submit required plans, exhibits, engineering reports, permit applications, transmittals, notices, administrative forms, and other related items to the City or AHJ and administer the same through the review and approval process. Tasks may include, but not be limited to:

- Preparation and submittal of a Sketch Plan
- Review Sketch Plan comments with Owner and conduct meeting with City staff
- Preparation and submittal of a Preliminary Plat
- Preparation and submittal of a Final Drainage Plan
- Preparation of applicable legal descriptions and boundaries
- Representation of Preliminary Plat and other actions before staff, at Planning and Zoning Commission, and at City Council hearings
- Coordination of plat with franchise utility providers
- Preparation and submittal of a Final Plat
- Representation of Final Plat at Planning and Zoning Commission
- Surveyor for platting and zoning items such as boundary surveys, legal descriptions, Final Plat review and signature, lot monumentation
- Conduct Traffic Impact Study, if required

Infrastructure Design

Design, analyze, and document the design of paving, drainage, utility, landscapes, hardscapes, and other infrastructure for the purpose of construction. Tasks may include, but not be limited to:

- Acquisition of survey – design-grade topographic information
- Street alignment and layout
- Mass earthwork modeling – street profiles, lot grading, drainage facilities, balance cut/fill
- Street hydraulics analysis
- ADA Issues – driveways, intersection ramps, public spaces
- Water Line Layout – pipes, valves, fittings, fire hydrants, services, etc.
- Sewer Line Layout – pipes, manholes, services, crossings, profiles
- Storm Sewer Layout – pipes, manholes, service laterals, inlets, outlets, crossings, profiles
- Construction Details
- Storm Water Pollution Prevention Plans (SWP3) – site plans, plan documents, notices

- Open Space Design – parks, entries, gathering areas, layout, streetscapes, hardscapes, landscapes, lighting, irrigation, art pieces, etc.
- Opinions of Probable Cost (OPCs)
- City review
- Production of Construction documents – plans, specs, and contracts

Bidding Phase

Seek out construction proposals and conduct bidding related tasks on behalf of the Owner. Tasks may include, but not be limited to:

- City review and approval process
- Preparation of bid documents
- Conducting pre-bid meetings
- Plans distribution and bid advertisements
- Respond to questions and issue addenda
- Conduct bid openings
- Preparation of bid tabulations and make recommendations to Owner
- Preparation of contract documents between contractors and Owner – obtain City approval and issue Notice to Proceed (NTP)

Construction Phase

Represent the Owner throughout the construction process to answer technical questions, confirm design requirements, and observe construction. Tasks may include, but not be limited to:

- Conduct a Kickoff Meeting or Pre-Construction Meeting
- Review Submittals
- Review or Prepare Cut Sheets for streets and gravity sewers
- Surveying – Provide construction staking and lot monumentation
- Site Visits – Observe construction and conduct SWP3 inspections
- Preparation of reports and maintain site records
- Attend Construction Progress Meetings
- Coordinate surveyors and contractors schedules
- Coordinate testing and City inspection requirements
- Process change orders
- Process and issue pay requests
- Conduct a Final Walkthrough
- Process and Submit City Close Out Documentation

Additional Services

Includes additional services not specifically called out in the above tasks.

Client:
Project:
Project Location:
Agreement Date:

Exhibit "B—2"

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
January 1, 2017 through December 31, 2017

Classification	Hourly Rate
PROFESSIONAL LEVEL VII	
Mechanical & Electrical	\$264.00
Civil & Structural	\$257.00
Architect	\$245.00
Landscape & Interior	\$231.00
Operations Director	
Sector Director	
PROFESSIONAL LEVEL VI	
Mechanical & Electrical	\$244.00
Civil & Structural	\$235.00
Architect	\$222.00
Landscape & Interior	\$196.00
Studio Leader	
Senior Project Manager	
Senior Practice Leader	
Resident Project Representative	
PROFESSIONAL LEVEL V	
Mechanical & Electrical	\$216.00
Civil & Structural	\$212.00
Architect	\$198.00
Senior Architect	
Landscape & Interior	\$162.00
Project Manager	
Senior Landscape Architect	
Senior Interior Designer	
Resident Project Representative	
PROFESSIONAL LEVEL IV	
Mechanical & Electrical	\$177.00
Civil & Structural	\$174.00
Architect	\$161.00
Professional Architect	
Project Architect	
Landscape & Interior	\$133.00
Professional Landscape Architect	
Professional Interior Designer	
Project Landscape Architect	
Project Interior Designer	
Technologist	
Resident Project Representative	
PROFESSIONAL LEVEL III	
Mechanical & Electrical	\$150.00
Civil & Structural	\$147.00
Architect	\$136.00
Architect Intern	
Landscape & Interior	\$122.00
Interior Design Intern	
Landscape Architect Intern	
Technologist	
Resident Project Representative	

Classification	Hourly Rate
PROFESSIONAL LEVEL II	
Mechanical & Electrical	\$125.00
Civil & Structural	\$124.00
Architect	\$120.00
Architect Intern	
Landscape & Interior	\$113.00
Interior Design Intern	
Landscape Architect Intern	
Technologist	
Resident Project Representative	
Clerical Supervisor	
PROFESSIONAL LEVEL I	
Mechanical & Electrical	\$111.00
Civil & Structural	\$111.00
Architect	\$111.00
Architect Intern	
Landscape & Interior	\$108.00
Interior Design Intern	
Landscape Architect Intern	
Surveyor	
Technologist	
Resident Project Representative	
Clerical Supervisor	
SUPPORT STAFF III	\$108.00
Engineering Technician	
Design Technician	
CADD	
Accounting Specialist	
Administrative Assistant	
Project Assistant	
SUPPORT STAFF II	\$96.00
Engineering Technician	
Engineering Student	
Design Technician	
CADD	
Survey Technician	
Accounting Specialist	
Administrative Assistant	
Project Assistant	
Word Processor	
Receptionist	
File Specialist	
SUPPORTSTAFF I	\$56.00
Engineering Student	
Design Student	
Landscape Architect Student	
Interior Design Student	

Expenses

Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent for items such as:

1. Maps, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at IRS approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above. Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2017 through December 31, 2017. After December 31, 2017, invoices will reflect the Schedule of Charges currently in effect.

EXHIBIT "C"

SPECIAL INSURANCE RIDER

1. **TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "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 limits shall not be less than:

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

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider 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 premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Combined Single Limits
-----------------	------------------------

1.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim 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 - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

1.4 Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$ 2,000,000.00	Combined Single Limits
-----------------	------------------------

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

Memo

To: Julia Antilley, Purchasing Manager

From: Robert Schneeman, Business Retention & Expansion Coordinator

CC: Candice Blake, Roland Peña

Date: May 9, 2017

Re: Selection RFQ DC-02-17 for Professional Services Infrastructure Engineering and Surveying Services for Phase 2 of the San Angelo Business & Industrial Park

This memo is to complete the Request for Qualifications (RFQ) process of selection for Professional Services Infrastructure Engineering and Surveying Services for Phase 2 of the San Angelo Business & Industrial Park

A Request for Qualifications (RFQ) for Engineering and Surveying Services was issued to multiple firms, advertised in the local newspaper and posted on the City website. A total of nine firms responded to the RFQ.

A committee of three staff were assemble to review the submittals and score according to a selection criteria that included the following; applicable experience with similar scope and size, local area experience, technical expertise, adequate resources, and performance on past projects / references.

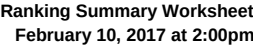
All nine (9) firms were initially evaluated based on the above listed criteria. All respondents were deemed to have the technical qualifications to complete the project. The respondents were varied in experience with similar projects, adequate resources and local experience. All appeared to have performed well on previous projects either based on review committee experience or references provided. The nine firms were ranked by each committee member and the scores were aggregated. Of the nine respondents, four (4) were selected to move forward to the interview stage. The nine firms and their rankings are contained in the attached Selection Summary.

The four (4) firms selected for interview were Freese & Nichols, Bleyl & Associates, KSA Engineering and Parkhill Smith & Cooper. All four of these firms were deemed well qualified with appropriate technical experience, adequate staff, satisfactory performance or references on prior projects and local experience. However, Parkhill Smith & Cooper had significantly more experience with Business & Industrial Park projects having worked on 8 different projects including the Midland Spaceport Business Park. Although located in Midland, their

designated "Local Liaison" lives in San Angelo and will be readily available. The interview team included several well qualified, experienced individuals who will be directly involved in the project. The project team were also quite forthcoming in suggesting development alternatives and suggested the initial phase of the contract be limited to a conceptual design, which once approved would become the basis for negotiating the remainder of the contract.

Economic Development staff requested and received at the March 22, 2017 Board meeting an approval to review the responses, conduct interviews, and negotiate a contract with the selected firm. Two of the selection committee members participated in the negotiations for the first phase, Conceptual Design, and a price not to exceed \$28,000 was established. The negotiation process further bolstered the professional approach by Parkhill, Smith & Cooper and their dedication to providing a quality, forward thinking approach to the design of this project.

Should you have any questions, please contact me at 653-7197.

[illegible]



Interview Evaluation Scoring Worksheet

Optional depending on scoring method published for initial scoring & interview scoring to reach final selection

Committee Member Summary					
Category	Total Points	PSC	Bleyl	KSA	FNI
Applicable Experience	105	104	96	99	87
Local & Area Expertise	60	48	45	50	40
Technical Expertise	60	54	54	48	53
Adequate Resources	45	45	41	41	41
Past Performance	30	25	23	27	23
Total Score	300	276	259	265	244
	Rank	1	3	2	4

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: May 16, 2017

Item type: Consent Item

Caption:

Consider a resolution authorizing the City Manager, or designee, to execute a Non-Exclusive, Revocable License Agreement with Castillo Tres Generaciones d/b/a Fat Boss's Pub for property located at 114 South Chadbourne Street for the encroachment of certain business-related fixtures into alley right-of-way (J. James)

Summary/History:

The Petitioner/Property Owner, Castillo Tres Generaciones, D.B.A. Fat Boss's Pub, is requesting City Council approval of an alley encroachment agreement that will affect a 75-square-foot portion of the north-to-south alley running through Block 7, San Angelo Main Town Addition behind the property located at 114 South Chadbourne to facilitate the installation of a grease trap at grade and an exhaust vent hood along the east building wall, approximately 14 feet above grade.

KEY POINTS:

- The Petitioner owns the property identified as San Angelo Main Town Addition, Block 7, the North 25' of Lot 20, and the North 25' of the West 30' of Lot 2 (114 S. Chadbourne), upon which sits a two-story commercial building (Fat Boss Pub) that was built pre-1950.
- The proposed exterior changes should not require River Corridor approval, per Section 12.06.003(e), subsections 5 and 6, River Corridor Development Ordinance.
- The Petitioner has satisfactorily addressed all issues identified by both Atmos Energy and the City's Engineering Services with respect to proximity to existing facilities.

Financial Impact:

N/A

Other Information/Recommendation:

Staff recommends APPROVAL of this request.

Planning Commission review was not needed for this item.

Attachments:

1. Draft Resolution FAT_BOSS_RESOLUTION (FINAL).docx

2. License Agreement

FAT_BOSS_LICENSE AGRMT (FINAL).docx

Presentation:

Jon James

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A TEMPORARY, NONEXCLUSIVE ALLEY USE LICENSE AGREEMENT FOR ENCROACHMENT OF A GREASE TRAP AND EXHAUST VENTILATION HOOD ATTACHED TO A COMMERCIAL BUILDING LOCATED AT 114 SOUTH CHADBOURNE STREET, AND SUCH OTHER INSTRUMENTS AS DEEMED NECESSARY OR CONVENIENT FOR CARRYING OUT SUCH PURPOSES; AND, FINDING A PUBLIC PURPOSE AND BENEFIT THEREIN

WHEREAS, Castillo Tres Generaciones, d/b/a. Fat Boss's Pub, Petitioner, is the owner of certain real property commonly known as 114 South Chadbourne Street, San Angelo, Tom Green County, Texas; and,

WHEREAS, Petitioner desires to install a grease trap and an exhaust ventilation hood ("Appurtenances") that will encroach into a portion of the alley on the back, east side of the commercial building (the "Licensed Premises") located at 114 South Chadbourne Street; and,

WHEREAS, the imposition of the temporary, nonexclusive license agreement for encroachment of the Appurtenances into the Licensed Premises will be beneficial to development of the commercial establishment operated by the applicant, thereby contributing to revitalization of Downtown San Angelo; and,

WHEREAS, the City's Engineering Services Division and Water Utilities Department, as well as other local utility and service providers, do not object to encroachment of the Appurtenances into the alley right-of-way on condition of approval of the City Engineer to the manner of placement and specific location of the Appurtenances to ensure non-interference with existing utilities in or about the licensed premises; and,

WHEREAS, there are no substandard pavement widths along this segment of alley right-of-way or foreseeable plans to modify the alley; and,

WHEREAS, the City Council has determined that the granting of the temporary, nonexclusive license for encroachment of the purposed grease trap and exhaust ventilation hood into a designated portion of the alley right-of-way would be in the public interest and benefit:

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

1. All of the recitals hereinabove stated are found to be true and correct and are incorporated herein and made a part of this Resolution.
2. The City Council of the City of San Angelo, Texas, hereby determines that there is a public necessity for, and the public welfare and convenience will be served by, granting of the application made by Castillo Tres Generaciones, d/b/a. Fat Boss's Pub, a temporary, nonexclusive license for the limited purpose of permitting Licensee to install, maintain and operate in conjunction with the business of the Licensee, a grease trap and exhaust ventilation hood (collectively referred to herein as the "Appurtenances") adjacent to or attached to the commercial building at 114 South Chadbourne, San Angelo, in a manner and specific location approved by the City Engineer within a portion of the alley right-of-way described herein as the Licensed Premises, more particularly described and depicted in **Exhibit "A,"** attached hereto and made a part hereof for all purposes.
3. The City Manager or his designee is hereby authorized to negotiate and execute on behalf of the City of San Angelo the described temporary nonexclusive alley use license agreement permitting encroachment of a grease trap and a exhaust ventilation hood for commercial uses as described herein, and such other instruments as may be necessary or convenient for carrying out such purposes.

PASSED and APPROVED THIS _____ DAY OF _____, 2017.

THE CITY OF SAN ANGELO

Dwain Morrison, Mayor

Attest:

Approved As to Form:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

EXHIBIT "A"
FIELD NOTES and SURVEY MAP

FIELD NOTES

3' Building Service Encroachment

May 10, 2017
16-S-1310rev

Being a 3.00 foot wide Building Service Encroachment out of a 20' Alley adjacent to the West 30.00 feet of Lot 2, Block 7, Main Town, City of San Angelo, Tom Green County, Texas as per plat recorded in Volume B, Page 271, Deed Records of Tom Green County, Texas and said Encroachment being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of this Encroachment and being the intersection of the north line of said Lot 2 and the west line of said 20' Alley and also being the intersection of the south line of an East-West Alley and the west line of a North-South Alley;

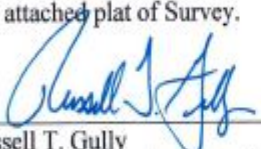
Thence with the north line of this Encroachment, N. 69° 30' 00" E. 3.00 feet to the northeast corner of this Encroachment;

Thence with the east line of this Encroachment and along said North-South Alley, S. 20° 30' 00" E. 25.00 feet to the southeast corner of this Encroachment;

Thence with the south line of this Encroachment, S. 69° 30' 00" W. 3.00 feet to the southwest corner of this Encroachment in the west line of said North-South Alley and in the east line of the West 30.00 feet of said Lot 2;

Thence with the west line of this Encroachment and the east line of said West 30.00 of said Lot 2, N. 20° 30' 00" W. 25.00 feet to the place of beginning.

See attached plat of Survey.



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



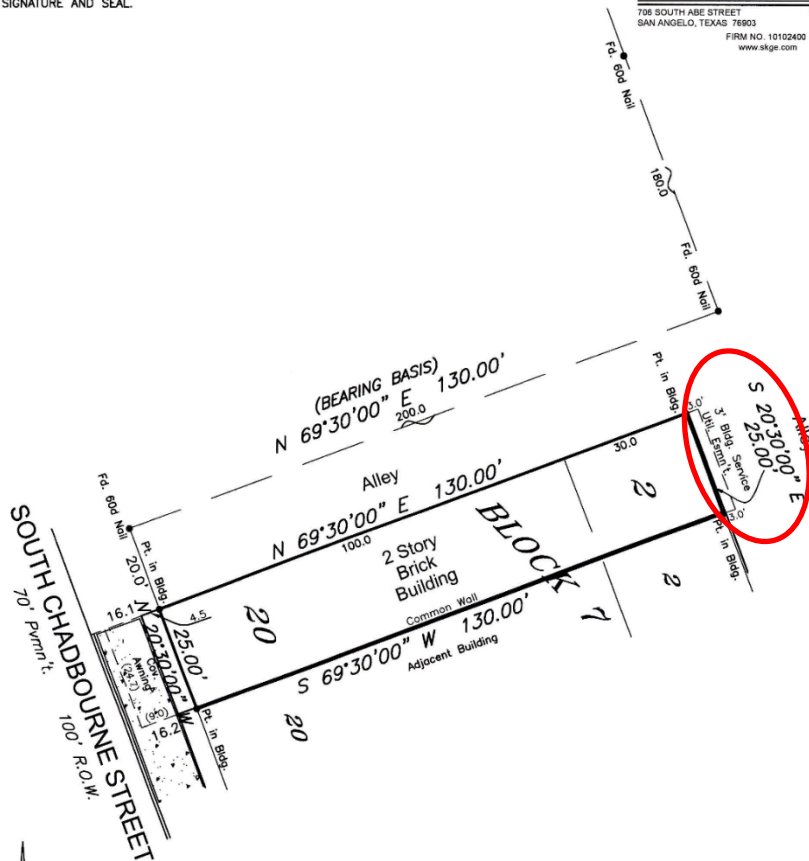
COPYRIGHT 2016

THIS SURVEY IS PROTECTED BY ALL
APPLICABLE STATE AND FEDERAL COPYRIGHT
LAWS. THIS SURVEY IS VOID WITHOUT AN
ORIGINAL SIGNATURE AND SEAL.

0 15 30 60 120 FEET GRAPHIC SCALE

SKG
ENGINEERING, LLC

SURVEYING • ENVIRONMENTAL • LAB/CMT
706 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903
PHONE: 325.655.1288
FAX: 325.657.8189
FIRM NO. 10102400
www.skg.com



SCALE: 1"= 30'

BEARINGS ARE BASED UPON THE
PLAT OF RECORD.

114 SOUTH CHADBOURNE STREET

PLAT SHOWING A SURVEY OF THE NORTH 25 FEET OF LOT 20
AND NORTH 25 FEET OF WEST 30 FEET OF LOT 2, BLOCK 7,
MAIN TOWN, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.

As per plat recorded in Volume B, Page 271, Deed
Records of Tom Green County, Texas.

Certification is hereby made that a survey was made on the ground under my supervision
according to the minimum standards of the Professional Land Surveying Practices Act and
the General Rules of Procedures and Practices set forth by the Texas Board of Professional
Land Surveying.

This survey is prepared for the exclusive use and benefit of John Castillo. Use of this
survey by a third party may not be transferred or assigned. Not valid without the
original signature and seal of a Registered Professional Land Surveyor.

Surveyed on the ground October 28, 2016.

Revised March 07, 2017 to show
3" Building Service Utility Easement.

James G. Kimrey
James G. "Stormy" Kimrey
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2319



SKG ENGINEERING, LLC 706 SOUTH ABE STREET, SAN ANGELO, TEXAS 76903 325.655.1288

.16-S-1310

NOTES

- 1. New Captive Air Exhaust Fan and Fresh Air Make-up Fan, Mounted on framework behind building
- 2. New Grease Interceptor located behind building
- 3. New Air Service and Meter located behind building

GENERAL NOTES:

Project to install kitchen equipment in existing space. Project does not include any structural modification.

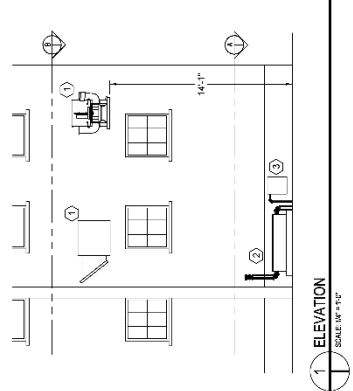
Installation of a Grease Interceptor and a Gas meter at grade level will leave 17'-1" headroom. The new Grease Interceptor and Gas meter will be mounted to back of east wall at a height of 17'-1" above finished floor level. The structure located in the East alley has an inside clearance of 15'-6" and a height clearance of 14'.



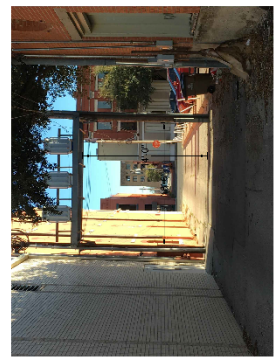
MCH
MECHANICAL ENGINEERING, INC.
5902 Sandhill Ln.
Miss. Trees, 75861
325.596.6599 mchouston@gmail.com

Fat Boss Remodel
114 S Chisholm St.
S H O A N G I E L A, T X 7 5 0 0 1

DATE: 23 Feb. 2017
PROJECT: MEP-1



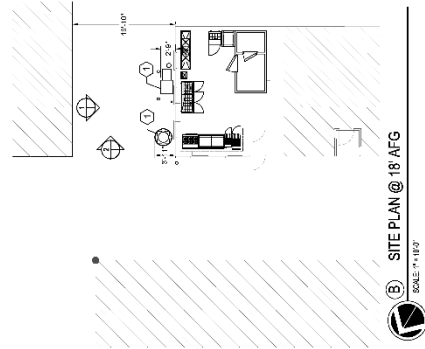
1 ELEVATION
SCALE: 1/4" = 1'-0"



2 VIEW LOOKING SOUTH
SCALE: 1/8" = 1'-0"



1 VIEW of EAST (BACK) WALL
SCALE: 1/8" = 1'-0"



8 SITE PLAN @ 18 AFG
SCALE: 1/4" = 1'-0"

DISCLAIMER
THE FIRM OF M. CHISHOLM & ASSOCIATES, INC. (MCA) IS A PROFESSIONAL ENGINEERING FIRM. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE ENGINEERING CODES, STANDARDS, AND REGULATIONS OF THE STATE OF TEXAS. MCA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR ANY LOSS OF PROFITS OR BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES PROVIDED BY MCA. MCA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR ANY LOSS OF PROFITS OR BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES PROVIDED BY MCA.

THE STATE OF TEXAS §

TOM GREEN COUNTY §

THIS REVOCABLE LICENSE AGREEMENT FOR ENCROACHMENT of certain fixtures into City of San Angelo alley right-of-way, hereinafter referred to as ("License"), is entered into by and between the City of San Angelo, a home rule municipal corporation of the State of Texas, hereinafter referred to as ("Licensor" or "City"), CASTILLO TRES GENERACIONES d/b/a FAT BOSS'S PUB hereinafter referred to as ("Licensee"), with an Effective Date of the May 16, 2017.

WITNESSETH:

Licensors, for ten dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, pursuant to the terms and conditions herein, does grant to Licensee the non-exclusive, temporary, revocable right, privilege and license to install, maintain and operate in conjunction with the business of the Licensee a grease trap and exhaust ventilation hood (collectively referred to herein as the “Appurtenance”) adjacent to or attached to the commercial building at 114 South Chadbourne, San Angelo, at a location within a portion of the alley right-of-way approved by the City Engineer that is adjacent to the east boundary of the west 30 feet of the north 25 feet of Lot 2, Block 7, Main Town, City of San Angelo, Tom Green County, Texas, said area being described and depicted in **Exhibit “A,”** and the commercial building depicted in **Exhibit “B,”** both exhibits attached hereto and made a part hereof for all purposes.

The “Licensed Use” as set forth herein, commencing from the foregoing effective date, is subject to the conditions, restrictions, covenants and exceptions hereinafter set forth:

1. Interest Conferred by this License: This License confers no exclusive possession or tenancy of Licensed Premises. The Appurtenance may only be placed within the Licensed Premises at a location and in a manner approved by the City Engineer and must not interfere with drainage in the alley or block functionality of the drainage grate located within the Licensed Premises. The Licensee cannot exclude City from Licensed Premises. This License solely authorizes Licensee to the temporary use of Licensed Premises for the limited purposes set forth herein and for no other purpose. The parties hereby agree that the provisions of this License do not constitute a lease. The rights of Licensee hereunder are not those of a tenant, but are a mere personal privilege to do certain acts of a temporary character on Licensed Premises and to use Licensed Premises, subject to the terms of this License. City retains dominion, possession and control of the Licensed Premises. Therefore, no lease interest in Licensed Premises is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim

at any time any interest or estate of any kind or extent whatsoever in Licensed Premises by virtue of this License or its use of Licensed Premises hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Licensed Premises by virtue of any expenditure of funds by Licensee for improvements, construction, repairs, partitions, or alterations to Licensed Premises which may be permitted under this License Agreement.

2. Licensed Use: Licensed Premises shall be used for the limited purpose of permitting Licensee to install, maintain and operate in conjunction with the business of the Licensee a grease trap and exhaust ventilation hood (collectively referred to herein as the “Appurtenance”) adjacent to or attached to the commercial building at 114 South Chadbourne, San Angelo, at a location approved by the City Engineer within a portion of the alley right-of-way described herein as the License Premises. Any design construction or installation shall be in accordance with required building permits issued by the City of San Angelo Planning Development Department, Permits and Inspections Division.

3. Term: This License shall commence on the effective date set forth herein above and if not earlier terminated as herein provided, continue for a period of ten (10) years to May 15, 2027, at which time this License shall automatically extend annually until terminated as herein provided.

4. Non-exclusive License: This license is non-exclusive and is made expressly subject and subordinate to the reserved right of the City to use or permit the use of the Licensed Premises for public sidewalk area, utility right-of-way or any other public purpose.

5. Right of Termination:

- (a) The City reserves the right to terminate and cancel this License by resolution passed by its Governing Body with or without recommendation of the City Engineer upon a finding that the License is inconsistent or incompatible with the reserved right of the City to use or permit the use of the Licensed Premises or whenever the purpose or use of the License is or has become a nuisance as determined in the discretion of the City Council, and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City shall not be held liable by reason thereof. The parties hereto concur that said resolution shall be final and shall not be subject to review by the Courts.
- (b) Upon termination or cancellation by City or Licensee, this License shall become null and void and Licensee or anyone claiming any rights under this instrument shall remove, to the extent required by City, any or all improvements, appurtenances and encroachments owned by Licensee from the Licensed Premises at Licensee’s expense, and shall restore the Licensed Premises to its condition at the effective date of this License at the sole cost of

the Licensee. In the event that Licensee shall fail to remove its improvements, appurtenances and encroachments as required and to restore the Licensed Premises, City shall have the right to do the necessary work to remove said improvements, appurtenances and encroachments and to restore the Licensed Premises to its condition at the effective date of this License, or to cause such work to be done, and to assess reasonable allocated costs or the incurred cost of all such work against Licensee and premises of which Licensed Premises is a part.

6. Fixtures: Licensee may construct and maintain a 248.75-square foot, wood-framed metal canopy attached to the existing buildings at 12 and 14 North Chadbourne Street, within the North Chadbourne Street public rights-of-way, extending from the existing building and maintaining a minimum clearance from surface of the sidewalk area of at least eight feet (8'), as more particularly described and depicted on **Exhibits "A" and "B"** attached. Licensee shall not install any additional permanent fixtures on the Licensed Premises without first securing the written permission of City.

7. Codes, Ordinances and Regulations: Licensee shall comply with all applicable codes, ordinances and regulations of local, state and federal governments in the exercise of its use of the Licensed Premises. This requirement shall include, but not be limited to, compliance at all times with the Texas Architectural Barriers Act, Texas Accessibility Standards, Americans with Disabilities Act, as well as local ordinances and regulations relating to occupancy loads, unobstructed passage ways, entrances and exits, and signage.

8. Improvements and Maintenance: It is further understood that if and when the City, in the exercise of its discretion, shall determine that the grade of any street, alley or sidewalk should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the Licensed Premises, Licensee's improvements or appurtenances thereon, or the use thereof by Licensee, City may proceed with such improvement or work without liability to Licensee. Further, any modifications or changes to Licensee's facilities in the licensed area or in construction or reconstruction of any public improvement attributable to Licensee's use of the licensed area and/or its installations and improvements shall be made at the sole expense of Licensee and to the satisfaction of City.

9. Insurance and Indemnification: **At such time as this license is granted, it is agreed that Licensee shall hold harmless and indemnify City and procure and keep in full force and effect Insurance coverage of the kind and in the minimum amounts, all as set forth in Exhibit "C," attached and made a part hereof for all purposes, which provisions shall survive termination or expiration of the term of this License Agreement.**

10. Reservations: This License is subject to any existing utilities or communication facilities, including drainage, presently located within or about the Licensed Premises, owned or operated by the City or any utility or communications company, public or private, and to any vested rights presently owned by any utility or communications company, public or private, for the use of the Licensed Premises for facilities presently located within the boundaries of said Licensed Premises. No improvement or appurtenance shall be constructed or placed upon, over or across the Licensed Premises in such a manner as to interfere with the operation of any utilities or communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any improvement or appurtenance which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the Licensed Premises. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any improvements or appurtenances which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the Licensed Premises for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of Licensee.

11. Successors and Assigns: The terms of this License shall be binding upon the Licensee and Licensee's successors and assigns.

12. Non-assignable: This License may not be assigned by Licensee without the prior written approval from the City. The assignee shall deliver a copy of the assignment, along with the assignee's written acceptance of the provisions of this License, to the Director of Community and Economic Development for the City of San Angelo, or his designee, within ten (10) days of such assignment. Should Licensee fail to obtain prior written approval for assignment of this License or fail to provide the City with the required written acceptance and a copy of the assignment as provided, the Director of Community and Economic

Development, or his designee, may terminate this License.

IN WITNESS WHEREOF, the parties hereto have caused License to be executed in duplicate and intend to be legally bound thereby.

LICENSOR:

CITY OF SAN ANGELO

BY: _____
Daniel Valenzuela, City Manager

ATTEST:

Date: _____, 2017

Bryan Kendrick, City Clerk

LICENSEE:

CASTILLO TRES GENERACIONES, dba FAT BOSS'S PUB

Date: _____, 2017

STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the ____ day of _____, 2017 by
CASTILLO TRES GENERACIONES.

Notary Public, State of Texas

EXHIBIT "A"
Page 1 of 2
LEGAL DESCRIPTION AND SURVEY PLAT OF LICENSED PREMISES

FIELD NOTES

3' Building Service Encroachment

May 10, 2017
16-S-1310rev

Being a 3.00 foot wide Building Service Encroachment out of a 20' Alley adjacent to the West 30.00 feet of Lot 2, Block 7, Main Town, City of San Angelo, Tom Green County, Texas as per plat recorded in Volume B, Page 271, Deed Records of Tom Green County, Texas and said Encroachment being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of this Encroachment and being the intersection of the north line of said Lot 2 and the west line of said 20' Alley and also being the intersection of the south line of an East-West Alley and the west line of a North-South Alley;

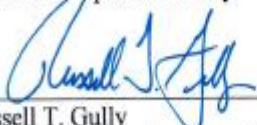
Thence with the north line of this Encroachment, N. 69° 30' 00" E. 3.00 feet to the northeast corner of this Encroachment;

Thence with the east line of this Encroachment and along said North-South Alley, S. 20° 30' 00" E. 25.00 feet to the southeast corner of this Encroachment;

Thence with the south line of this Encroachment, S. 69° 30' 00" W. 3.00 feet to the southwest corner of this Encroachment in the west line of said North-South Alley and in the east line of the West 30.00 feet of said Lot 2;

Thence with the west line of this Encroachment and the east line of said West 30.00 of said Lot 2, N. 20° 30' 00" W. 25.00 feet to the place of beginning.

See attached plat of Survey.



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



Page 2 of 2

COPYRIGHT 2016 0 15 30 60 90 120 GRAPHIC SCALE

THIS SURVEY IS PROTECTED BY ALL APPLICABLE STATE AND FEDERAL COPYRIGHT LAWS. THIS SURVEY IS VOID WITHOUT AN ORIGINAL SIGNATURE AND SEAL.

SKG ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT
706 SOUTH ABE STREET, SAN ANGELO, TEXAS 76903
PHONE: 325.655.1288 FAX: 325.657.8189
FIRM NO. 10102400 www.skg.com

114 SOUTH CHADBOURNE STREET

PLAT SHOWING A SURVEY OF THE NORTH 25 FEET OF LOT 20 AND NORTH 25 FEET OF WEST 30 FEET OF LOT 2, BLOCK 7, MAIN TOWN, CITY OF SAN ANGELO, TOM GREEN COUNTY, TEXAS.

As per plat recorded in Volume B, Page 271, Deed Records of Tom Green County, Texas.

Certification is hereby made that a survey was made on the ground under my supervision according to the minimum standards of the Professional Land Surveying Practices Act and the General Rules of Procedures and Practices set forth by the Texas Board of Professional Land Surveying.

This survey is prepared for the exclusive use and benefit of John Castillo. Use of this survey by a third party may not be transferred or assigned. Not valid without the original signature and seal of a Registered Professional Land Surveyor.

Surveyed on the ground October 28, 2016.
Revised March 07, 2017 to show
3" Building Service Utility Easement.

James G. "Stormy" Kimrey
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2319

SKG ENGINEERING, LLC 706 SOUTH ABE STREET, SAN ANGELO, TEXAS 76903 325.655.1288 .16-S-1310

DIAGRAM AND PHOTOGRAPH OF COMMERCIAL BUILDING



DIAGRAM AND PHOTOGRAPH OF COMMERCIAL BUILDING

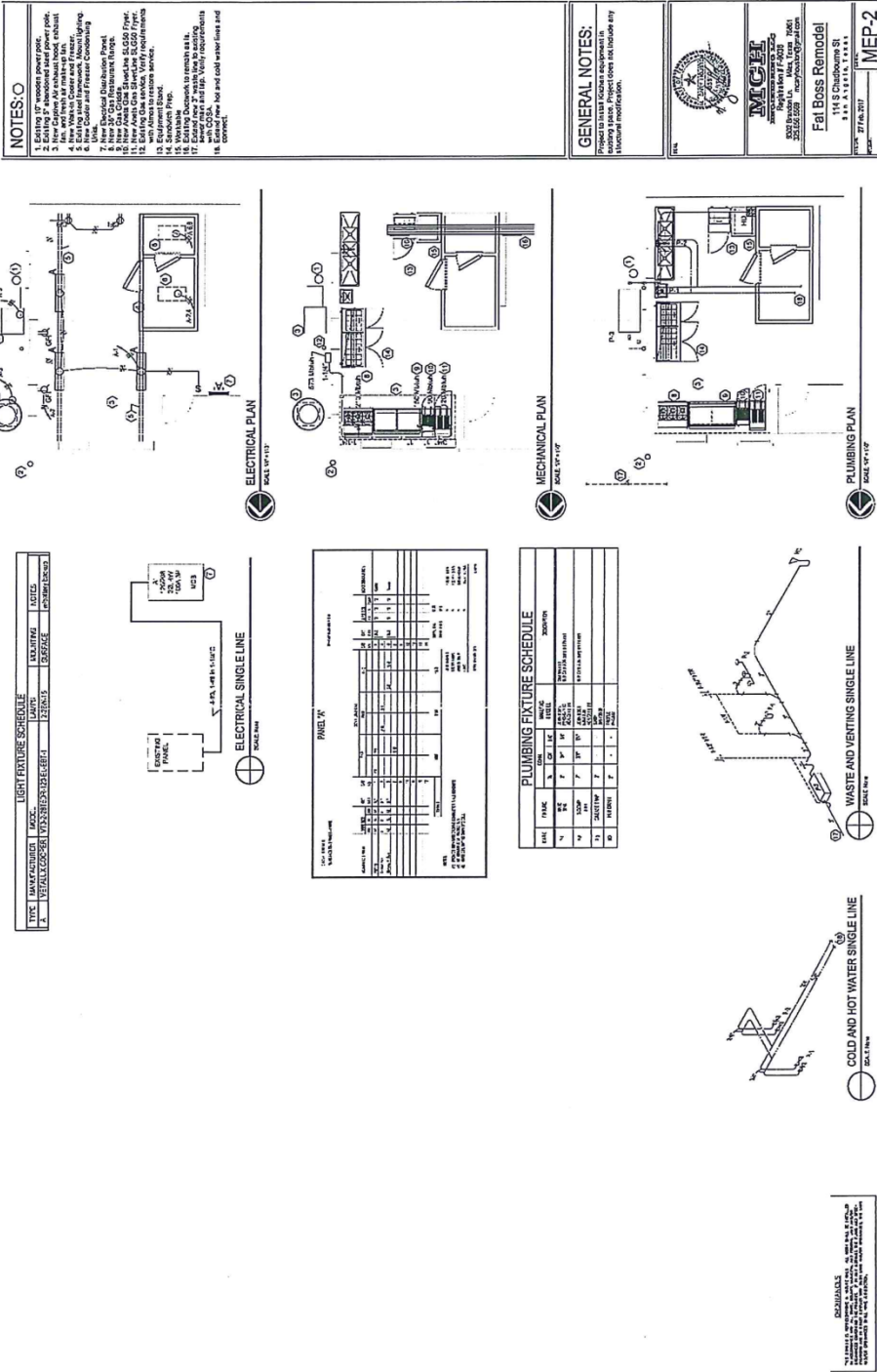


EXHIBIT “C”

TEMPORARY NONEXCLUSIVE ALLEY USE LICENSE AGREEMENT INSURANCE REQUIREMENTS

1. INDEMNIFICATION.

1.1 GENERAL INDEMNIFICATION. LICENSEE AGREES TO INDEMNIFY, DEFEND, 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 LICENSEE 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 LICENSEE, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF LICENSEE AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LICENSEE HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE LICENSEE TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY’S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

1.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT 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 CONTRACT 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 LICENSEE IN PERFORMING UNDER THIS CONTRACT.

2. Insurance.

2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Licensee for the purpose of complying with this Contract.

2.1.1 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.

2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Licensee, 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.

2.1.3 Waiver of Subrogation. Licensee 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.

2.1.4 Certificates of Insurance. At or before the time of execution of this Contract, Licensee 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 coverages 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, Licensee 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, 52 W College Avenue, San Angelo, Texas 76903.

2.1.5 Licensee's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Licensee's liability or as a full performance on its part of the indemnification provisions of this Contract. Licensee'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 premises. Failure of Licensee to maintain adequate coverage shall not relieve Licensee of any contractual responsibility or obligation.

2.1.6 Sub-Licensee' Insurance. Licensee shall cause each Sub-Licensee and Sub-Sub-Licensee of Licensee to purchase and maintain insurance of the types and in the amounts specified below. Licensee shall require Sub-Licensee and Sub-sub-Licensee to furnish copies of certificates of insurance to Licensee's Risk Manager evidencing coverage for each Sub-Licensee and Sub-Sub-Licensee.

2.2 Types and Amounts of Insurance Required. Licensee shall obtain and continuously maintain in effect at all times during the term hereof, at Licensee's sole expense, insurance coverages as follows with limits not less than those set forth below:

2.2.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect the Licensee and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Licensee's employees) and damage to property of the City or others arising out of the act or omission of the Licensee or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Licensee under the paragraph of this Contract entitled "Indemnification." Coverage shall not be less than:

\$ 1,000,000.00 General Aggregate

\$ 1,000,000.00 Each Occurrence

AGENDA INFORMATION SHEET
AGENDA ITEM NO. _____

**APPROVAL OF A CHANGE IN ATMOS ENERGY CORPORATION,
MID-TEX DIVISION'S ("ATMOS") RATES AS A RESULT OF
SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS
MUNICIPALITIES ("ATM") UNDER THE RATE REVIEW
MECHANISM FOR 2017**

ATMOS TEXAS MUNICIPALITIES

The City is a member of the Atmos Texas Municipalities (ATM). The ATM group was organized by a number of municipalities served by Atmos and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera). ATM also retained the services of a consulting firm, Utilitech, Inc. (Mr. Mike Brosch and Mr. Steve Carver) to assist in reviewing an application submitted by the Atmos Energy-Mid-Tex Division (Atmos) that seeks to increase its rates. Herrera & Boyle, PLLC and Utilitech, Inc. have participated in prior rate cases involving Atmos and have extensive knowledge and experience in rate matters affecting Atmos' rates, operations, and services.

HISTORY OF PRIOR RATE INCREASES

Increase Under Previous Version of RRM (Approved October 2010)

On March 15, 2010, Atmos requested an increase of \$70.1 million in its system-wide rates. ATM and Atmos settled on an increase of \$27 million for prospective rates.

Increase Under Previous Version of RRM (Approved September 2011)

On April 1, 2011, Atmos filed a request to increase rates system-wide by \$15.6 million. ATM and Atmos agreed to not increase base rates and permitted Atmos to recover \$6.6 million for the steel pipe replacement program.

General Rate Case (Approved December 2012)

In January 2012, Atmos sought an increase of about \$49.1 million. Ultimately, the ATM cities and Atmos were not able to reach agreement on an increase and Atmos filed an appeal to the Railroad Commission of Texas. The Railroad Commission approved an increase of about \$24.1 million, representing an increase in revenue of about 7%.

Prior Increase Under Current RRM (July 2013)

In the summer of 2013, Atmos and ATM entered into an agreement that approved a revised Rate Review Mechanism (RRM). The RRM approved in the summer of 2013 is the third iteration of that rate-setting mechanism.

On about July 15, 2013, Atmos submitted a request to increase rates under the current RRM. Atmos requested an increase in rates on a system-wide basis of \$22.7 million, which is an increase of about 5%. Following a series of settlement negotiations between Atmos' experts and ATM's experts, Atmos agreed to an increase of \$16.6 million, an increase in revenue of about 3.7%.

Prior Increase Under the RRM (June 2014) – Atmos Filed Appeal With the Railroad Commission – Gas Utility Docket (GUD) No. 10359:

On about February 28, 2014, Atmos filed its second request to increase rates under the current iteration of the RRM (the “2014 RRM”) and requested a system-wide increase of about \$45.6 million (9.2% increase in revenue). ATM's consultants' preliminary assessment indicated that Atmos warranted at most an increase of \$26.6 million. A settlement was not reached, the ATM cities denied Atmos' proposed increase, and Atmos appealed ATM's denial of its revenue increase to the Railroad Commission. On appeal Atmos revised its request downward from \$45.6 million to \$43.8 million. Atmos implemented the full rates on June 1, 2014, subject to refund. The Commission held a hearing on September 3, 2014, and after the hearing, the hearing examiner proposed an increase of \$42.9 million, that is, only about \$860,000 less than Atmos requested.

Prior Increase Under the RRM (May 2015):

On February 27, 2015, Atmos submitted its third application under the current RRM seeking a *system-wide* rate increase of \$28.7 million (“2015 RRM”), which equates to an increase of about 5.6%. After review of Atmos' application, the Railroad Commission's proposal for decision in GUD No. 10359, and the Hearing Examiner's PFD for the 2014 RRM, ATM's Special Counsel and consultants concluded that if the matter were appealed to the Railroad Commission, the result would be an increase closer to about \$23 million.

Ultimately, ATM and Atmos settled the appeal related to Atmos' proposed increase for Atmos' 2014 RRM, and Atmos' 2015 RRM, for a combined increase in rates of about \$65.69 million, comprised on an increase of about \$43.82 million for its 2014 RRM and about \$21.87 million for its 2015 RRM.

Prior Increase Under the RRM (May 2016):

On about March 1, 2016, Atmos submitted its fourth application under the current RRM seeking a *system-wide* rate increase of \$35.4 million (“2016 RRM”), which equates to an increase of about 6.04%. After review of Atmos' application, the Railroad Commission's prior rulings, and Atmos' responses to requests for information submitted to Atmos by

ATM's Special Counsel and consultants, ATM's consultants concluded that Atmos merited an increase of about \$10.8 million. ATM's Special Counsel presented its findings to Atmos, with which Atmos disagrees. Following negotiations with Atmos, Atmos agreed to an increase of \$29.9 million, which equates to an increase of about 5.5%.

Pending Increase Under RRM (May 2017):

On about March 1, 2017, Atmos submitted its fifth and final application under the current RRM seeking a *system-wide* rate increase of \$57.4 million ("2017 RRM"), which equates to a base-rate increase of about 8.35%. After review of Atmos' application, the Railroad Commission's prior rulings, and Atmos' responses to requests for information submitted to Atmos by ATM's Special Counsel and consultants, ATM's consultants concluded that Atmos merited an increase of about \$32.1 million. ATM's Special Counsel presented its findings to Atmos, with which Atmos disagrees. Following negotiations with Atmos, Atmos agreed to an increase of \$48.0 million, which equates to an increase of about 7%.

OPTIONS FOR CITY ACTION REGARDING ATMOS' 2017 RRM:

The item requiring City action is Atmos' 2017 RRM. At this juncture, the ATM cities' options are as follows:

- Option 1.** To deny Atmos' requested increase under the 2017 RRM of about \$57.4 million and approve no increase;
- Option 2.** To deny Atmos' requested increase and approve an increase of no more than \$32.1 million for its 2017 RRM, based on ATM's consultants' preliminary report;
- Option 3.** To take no action and allow Atmos' proposed increase of \$57.4 million to go into effect; or
- Option 4.** To approve a settlement agreement that resolves the 2017 RRM with an increase in rates of \$48.0 million.

Note that under Option 1 and Option 2, Atmos has the right to appeal the ATM cities' decisions to the Railroad Commission of Texas and pending such an appeal has the right to implement its proposed increase of \$57.4 million effective June 1, 2017, subject to refund if the Commission's review later finds a lower amount is appropriate. Atmos would very likely file an appeal to the Railroad Commission should the ATM cities approve an increase less than \$48.0 million.

In an appeal to the Commission, Atmos would in all likelihood argue that the costs of appeal should be borne by only those cities that "caused" the appeal. Given the Commission's tendency to err in favor of utilities, Atmos would likely prevail. An appeal would increase the burden on ratepayers by adding rate case expenses, which

would include both ATM's and Atmos' costs of preparing and prosecuting the appeal, and the costs of a hearing.

RECOMMENDATION:

ATM's Special Counsel recommends resolving the 2017 RRM with an increase of \$48.0 million.

If the ATM Cities reject Atmos' settlement offer, Atmos would likely appeal the cities' decision to the Railroad Commission. While there are a number of contested issues whose outcome is uncertain in an appeal, based on the Railroad Commission's history and prior decisions, ATM's Special Counsel and consultants are of the opinion that the Railroad Commission would reach a result not materially different than the settlement amount of \$48.0 million, and perhaps approve a higher increase.

Therefore, because of the risks of a litigated outcome, including the cost of litigation at the Railroad Commission, ATM's special counsel advises the ATM cities to accept a settlement that increases Atmos' revenue by about \$48.0 million over the current revenue Atmos is collecting.

An increase under the 2017 RRM of \$48.0 million over the base-rate revenue Atmos is *currently* collecting, represents an increase of about 8% in a customer's bill excluding the cost of gas, and an increase of about 3% - 4% including the cost of gas, as shown in the table below:

Customer Class	Current Bill	Proposed Bill	Difference	% Increase with Gas Cost	% Increase without Gas Cost
Residential	\$52.78	\$54.82	\$2.04	3.87%	7.86%
Commercial	\$265.18	\$271.45	\$6.27	2.37%	8.00%
Industrial	\$5,384.76	\$5,557.89	\$173.13	3.22%	8.73%
Transportation	\$4,028.61	\$4,201.74	\$173.13	4.30%	8.73%

The rate schedules to accomplish the increase are attached to the Resolution related to Atmos' 2017 RRM.

The City should take action as soon as possible but no later than May 31, 2017.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF SAN ANGELO, TEXAS (“CITY”), APPROVING A CHANGE IN THE RATES OF ATMOS ENERGY CORPORATION, MID-TEX DIVISION (“ATMOS”) AS A RESULT OF A SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS MUNICIPALITIES (“ATM”) UNDER THE RATE REVIEW MECHANISM; FINDING THE RATES SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THE RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of San Angelo, Texas (“City”) is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under § 103.001 of GURA has exclusive original jurisdiction over Atmos Energy Corporation – Mid-Tex Division’s (“Atmos”) rates, operations, and services within the municipality; and

WHEREAS, the City has participated in prior cases regarding Atmos as part of a coalition of cities known as the Atmos Texas Municipalities (“ATM”); and

WHEREAS, pursuant to the Rate Review Mechanism (“RRM”) for 2017 filed with the City on or around March 1, 2017 for a proposed system-wide increase of \$57.4 million; and

WHEREAS, experts representing ATM have analyzed data furnished by Atmos and interviewed Atmos’ management regarding the RRM; and

WHEREAS, the Steering Committee of ATM and its counsel recommend approval of the attached tariffs, set forth as Attachment A, along with the proof of revenues set forth as Attachment B, which results in an increase in Atmos’ revenue of \$48.0 million, and Attachment C, setting forth the beginning balance for purposes of determining pension and other post-employment benefits to be recovered in the next rate filing.

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

Section 1. The findings set forth in this Resolution are hereby in all things approved.

Section 2. The amended tariffs in Attachment A are hereby adopted to become effective on June 1, 2017.

Section 3. To the extent any Resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

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

Section 5. If any one or more sections or clauses of this Resolution is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 6. This Resolution shall become effective from and after its passage.

Section 7. A copy of this Resolution shall be sent to Atmos Mid-Tex, care of Christopher Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1600, Dallas, Texas 75240 and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Avenue, Suite 1250, Austin, Texas 78701.

PASSED AND APPROVED this 16TH day of May, 2017.

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

Theresa, James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Lance Overstreet, Assistant City Engineer, Engineering Services, 325-657-4201

Meeting Date: May 16, 2017

Item type: Consent Item

Caption:

Consider awarding RFP No. ES-07-17, Engineering Services, Hillside Dr. Retaining Wall, to Entrenos Inc. (Farmer's Daughter) in the amount of \$62,500 and authorizing the City Manager or designee to execute any related documents. (R. Pehl)

Summary/History:

This RFWQ was created to hire a company to replace a damaged retaining wall in city ROW on Hillside drive. Parts of the old wall will be removed to construct a new wall tying into existing drives. This retaining wall is approximately 96' in length and ranges from 5' to 7' in height and is critical to supporting the road structure.

ES-07-17 was published online and sent out to 4 local vendors. One quote was received April 26, 2017 from Entrenos Inc. at a price of \$62,500.

Financial Impact:

\$62,500 will come from account: 502 3200 800 07 30

Other Information/Recommendation:

Attachments:

1. RFWQ Retaining Wall 4-26-2017.pdf

Presentation:

Approvals/Reviews:

Lance Overstreet	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

\$10.00

CITY OF SAN ANGELO REQUEST FOR WRITTEN QUOTE

Engineering Services

Hillside Retaining Wall

RFWQ No. ES-07-17



City of San Angelo
72 West College Ave.
San Angelo, Texas 76902

SUBMITTAL DEADLINE

April 26, 2017, 2:00 PM, Local Time



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

This Table of Contents is intended as an aid and not as a comprehensive listing of the RFWQ package. Respondents are responsible for reading the entire RFWQ package and complying with all specifications.

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INVITATION TO BID

General

The Engineering Services Division of the City of San Angelo is submitting a Request for Written Quotes (RFWQ) for a retaining wall located on Hillside Drive. The work to be completed includes:

- Excavation and disposal of dirt, trees, and existing wall
- Construction of retaining wall in accordance with specifications
- Backfill of new retaining wall
- Demolition and disposal of existing driveway
- Pouring of new driveway
- Clean-up of site after construction

The City will provide the following:

- Relocation of city-owned waterline, if necessary
- Staging area for dirt

All respondents must be Equal Opportunity Employers. No quote may be withdrawn within a period of 60 days after the date fixed for receiving quote submissions.

Historically Underutilized Businesses

Disadvantaged and Minority companies and Historically Underutilized Businesses are encouraged to participate.

Disqualification

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

- The respondent is involved in any litigation against the City of San Angelo;
- The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

Confidentiality

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

Award of Contract

The City reserves the right to accept or reject any or all quotes, and to waive any informalities or irregularities in the RFWQ process. The City is an equal opportunity employer.

Acceptance of Quote Content

Before submitting a written quote, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the written quote will rely. If the Quote receives an award, failure to have made such investigation and examinations will in no way relieve the respondent from his obligation to comply in every detail with all provisions and requirements.

Deadline

Sealed written quotes must be received no later than **April 26, 2017, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Bids not received on time will be rejected.

It is the sole responsibility of the respondent to ensure that the sealed RFWQ submittal arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.



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Faxed or electronically submitted bids will not be accepted.

Copies

Submit: One (1) unbound original (binder clips acceptable), one (1) bound copy (binders, staples, or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFWQ forms.

Delivery Addresses

City of San Angelo
Purchasing Division, RFWQ: ES-07-17
72 W. College Ave., Suite 330
San Angelo, Texas 76903

Mark Sealed Bid Envelope: "RFWQ NO. ES-07-17/Hillside Retaining Wall"

Rejection of Submissions

The City of San Angelo reserves the right to reject all bids, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional bids.

Points of Contact

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

Lance Overstreet, Assistant City Engineer
Engineering Services
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903



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1. EVALUATION FACTORS

It is not the policy of the City to purchase on the basis of low bids alone. In evaluating bids, the following considerations shall be taken into account to determine the "best value" for the City.

- a. the purchase price;
- b. the reputation of the respondent and of the respondent's goods or services;
- c. the quality of the respondent's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the respondent's past relationship with the City
- f. the impact on the ability of the City to comply with laws and rules relating to historically underutilized businesses;
- g. the total long-term cost to the City to acquire the respondent's goods or services; and
- h. any other relevant factor specifically listed in the request for bids and proposals.

2. EMPLOYMENT REQUIREMENTS AND WAGE RATES

General

The selected respondent shall comply with all requirements of the prevailing wage law of the State of Texas, Texas Government Code, Chapter 2258, including the latest amendments thereto.

The selected respondent and his Subcontractors shall pay wage rates not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work as listed in the current Davis-Bacon Wage rates.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

Records

The selected respondent and each Subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Owner.

Certified Payrolls are to be submitted to the City's representative weekly.

Penalty

If the selected respondent or any Subcontractor fails to comply with the prevailing wage law, he shall forfeit to Owner sixty dollars (\$60.00) per day for each laborer, workman, or mechanic who is paid less than the specified rate, *pursuant to §2258.023 of the Texas Government Code*.

Hours of Labor

The selected respondent shall comply with all requirements of the hours of work on public works defined by Texas Government Code *§2258.021*, including the latest amendments thereto, as an eight (8) hour work day. Violation of this provision is punishable by fine and imprisonment pursuant to *§2258.022 of the Texas Government Code*.

Veterans Preference

Pursuant to *Texas Government Code*, §657.004, the selected respondent shall give preference in employment to honorably discharged veterans who were engaged in the services of the United States in time of war or conflict and who are and have been citizens of Texas for not less than five (5) years.

Prevailing Wage and Hour Decision

Chapter 2258 of the Texas Government Code requires contractors and subcontractors performing work on public works contracts to pay wages at a rate consistent with the rate prevailing in the area. Under federal law, the United States Department of Labor is required to maintain a prevailing Wage and Hour decision for each



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geographical area. Compliance with the published decision meets the requirements of the Texas Government Code.

Additionally, all contractors and subcontractors must pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

If the Wage Decision lists fringe benefits, you must either provide the benefits or pay the hourly equivalent in cash in addition to the predetermined wage.

Labor classifications not appearing on the Wage Decision will be deferred to the U.S. Department of Labor (DOL) for approval.

The selected respondent will be responsible for compliance with the applicable portion of Davis-Bacon and Related Acts and any such decision applicable at the time work is performed.

Prevailing Wage and Hour Decision

General Decision Number: TX170007 01/06/2017 TX7

Superseded General Decision Number: TX20160007

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUTX2011-002 08/02/2011

Rates	Fringes
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CEMENT MASON/CONCRETE



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FINISHER (Paving & Structures)...\$ 13.55

ELECTRICIAN.....\$ 20.96

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.36

Structures.....\$ 13.52

LABORER

Asphalt Raker.....\$ 12.28

Flagger.....\$ 9.30

Laborer, Common.....\$ 10.30

Laborer, Utility.....\$ 11.80

Work Zone Barricade

Servicer.....\$ 10.30

POWER EQUIPMENT OPERATOR:

Asphalt Distributer.....\$ 14.87

Asphalt Paving Machine.....\$ 13.40

Broom and Sweeper.....\$ 11.21

Crane, Lattice Boom 80

Tons or Less.....\$ 16.82

Crawler Tractor Operator.....\$ 13.96

Excavator, 50,000 lbs or

less.....\$ 13.46

Front End Loader Operator,

Over 3 CY.....\$ 12.77

Front End Loader, 3CY or

less.....\$ 12.28

Loader/Backhoe.....\$ 14.18

Mechanic.....\$ 20.14

Milling Machine.....\$ 15.54

Motor Grader, Rough.....\$ 16.15

Motor Grader, Fine.....\$ 17.49

Pavement Marking Machine.....\$ 16.42

Reclaimer/Pulverizer.....\$ 12.85

Roller, Asphalt.....\$ 10.95

Roller, Other.....\$ 10.36

Scraper.....\$ 10.61

Spreader Box.....\$ 12.60

Servicer.....\$ 13.98

Steel Worker (Reinforcing).....\$ 13.50

TRUCK DRIVER

Lowboy-Float.....\$ 14.46

Single Axle.....\$ 12.74

Single or Tandem Axle Dump..\$ 11.33

Tandem Axle Tractor with

Semi.....\$ 12.49

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.



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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.



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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling



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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



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3. ADDITIONAL DOCUMENTS

- Drawings
- Owner's Construction General Conditions



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4. SUBMITTAL FORMS

Copies

Submit: One (1) unbound original (binder clips acceptable, one (1) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required bid forms.

Please submit all bid forms in the following order:

- ☐ Quote Form
- ☐ Authorized Signature/Contact Information
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ Local Preference Consideration Application
- ☐ Vendor Compliance With Reciprocity on Non-Resident Vendors
- ☐ Draft Contract

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

Submit all forms beyond this point.



Description:	Price:
Excavation and disposal of dirt, trees, and existing wall	\$7,500
Construction of retaining wall	\$45,000
Backfill of new retaining wall	\$2,500
Demolition and disposal of existing driveway	\$2,500
Pouring of new driveway	\$5,000
Other	
Total Cost*	\$62,500

Anticipated number of days to complete: 21

Anticipated number of days to begin work after award notification: 30

Will respondent accept Procurement Card as a method of purchase? Yes ___ No X %Disc ___

Payment Terms/Discount (if any): None



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Authorized Signature/Contact Information

Firm Name: ENTRENOS INC.
Mailing Address: 5433 Ben FICKLIN
City, State Zip Code: SAN ANGELO, TX, 76904
Authorized Signature: [Signature]
Print Name: Tim Honaker Date: 4/26/17
Tax ID (attach IRS W-9): 1-752323368-6
Telephone: 325-651-2665 FAX: 325-651-3994

Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.

The signee agrees, if this bid is accepted, to furnish any and all goods or services upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The signee affirms that they are duly authorized to execute the contract that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other vendor, and that the contents of this bid as to prices and terms or conditions have not been communicated by the signee nor by any employee or agent to any other vendor or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the vendor nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services, nor to influence any person to bid or not to bid thereon.



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Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO **As defined by Chapter 176 of the Texas Local Government Code** **(Revised 03/02/17)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers:
Vacant, SMD 1
Marty Self, SMD 2
Harry Thomas, SMD 3
Lucy Gonzales, SMD 4
Lane Carter, SMD5
Charlotte Farmer, SMD 6 (Mayor Pro Tem)

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Tommy Hiebert - President
Edward Carrasco - First Vice President
Juan Flores - Second Vice President
Scott Tankersley - Director
Todd R. Kolls - Director
Richard Crisp - Director
John Edward Bariou, Jr. - Director

Executive Director: Roland Peña



OFFICE USE ONLY	Date Received
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity. <i>XXXXXX R E S E A R C H</i>	

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Financial Expenses Table

3 Name of local government officer about whom the information is being disclosed.

w/A

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIO as necessary.

☐ Yes $\frac{1}{2}$ ☐ Yes

7

6. ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

W/A
Signature of vendor doing business with the governmental entity

Date 4-26-17



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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- ***
(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.



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Debarment and Suspension Certification

- (1) The prospective primary vendor certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary vendor is unable to certify to any of the statements in this certification, such prospective primary vendor shall attach an explanation to this bid proposal.

Business Name

ENTRENOS INC

By:

Jan Honaker

Name and Title of Authorized Representative

Date

5/26/17

Signature of Authorized Representative

[Signature]



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Debarment and Suspension Certification

INSTRUCTIONS

1. By signing and submitting this proposal, the prospective vendor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective vendor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective vendors to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective vendor shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective vendor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "vendor," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective vendor agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective vendor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A vendor in a covered transaction may rely upon a certification of a prospective vendor in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A vendor may decide the method and frequency by which it determines the ineligibility of its principals. Each vendor may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a vendor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



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Local Preference Consideration

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS":

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a vendor whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a vendor who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000 the municipality may enter into a contract with (a) the lowest vendor or (b) the vendor whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local vendor offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

This "Application for Local Preference Consideration" does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome. Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.

Business Name:

ENTRENOS INC.
5433 BEN FICKLIN
76904

Physical Address:

Mailing Address:

Business Type:

- ☒ Corporation – Indicate state of incorporation _____
☐ Partnership – Indicate "general" or "limited" _____
☐ Sole proprietorship _____

Attachments: Describe in writing, and attach supporting documentation, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

I Am Honaker JMD
Authorized Representative Signature

I Am Honaker
Printed Name

Soc / Learner
Title

4-26-17
Date



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Vendor Compliance with Reciprocity on Non-Resident Vendors

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low vendor, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident vendor is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident vendors in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that vendor. Resident vendors must check the blank in Section B.

A. Non-resident Vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident vendors by state law. A copy of the statute is attached.

Non-resident Vendors in _____ (give state), our principal place of business, are not required to underbid resident vendors.

B. Our principal place of business or corporate offices are in the State of Texas: yes.

VENDOR:

(Please print)

Company Name	<u>ENTRENOS INC</u>
Signature	<u>[Signature]</u>
Printed Name	<u>JAM Houch</u>
Title	<u>Sec / Treasurer</u>
Address	<u>5433 BEN FICKLIN</u>
City, State Zip Code	<u>SAN ANGELO, TX, 76904</u>



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Draft Contract

**PERFORMANCE CONTRACT FOR
HILLSIDE RETAINING WALL**

RFWQ No. ES-07-17

This Contract is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation, ("City") and _____, a Texas for profit corporation, ("Contractor"), effective as of the ____ day of _____, 2016 (Effective Date).

RECITALS

A. City has issued a Request for Written Quotes Hillside Retaining Wall, No. ES-07-17 ("RFWQ No. ES-07-17") for the excavation and disposal of dirt, trees, and existing wall, construction of 96'x12" retaining wall, backfill of new retaining wall, demolition and disposal of existing driveway, and pouring of new driveway on Hillside Drive, San Angelo, Texas ("Work"); and

B. Contractor's bid, in response thereto, has been selected as the most qualified proposal for the provision of Work.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, City and Contractor agree as follows:

TERMS

1. **RECITALS AND INCORPORATIONS:** The recitals are true and correct and are hereby incorporated into and made a part of this Contract. The Contract Documents are identified at Section 7, and are incorporated as part of this Contract as therein provided.

2. **STATEMENT OF WORK:**

A. Contractor agrees to perform all Work and furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of Work described herein and complete all Work as specified or indicated in the Contract Documents incorporated herein by reference in section 3. of this Contract. Contractor shall comply with all applicable Federal, State and Local regulations.

B. Contractor represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required under the specifications and price quote for the performance of Work; (ii) it is not



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delinquent in the payment of any sums due City, including payment of permit fees, occupational licenses, etc., nor in the work of any obligations to City; (iii) all personnel assigned to perform Work are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Work will be performed in the manner described in the Contract Documents.

3. **TIME OF PERFORMANCE:** Contractor agrees to substantially complete Work within _____ consecutive business days ("Contract Time") after the date Work commences as established by the Notice to Proceed. Upon Contractor's receipt of the Notice to Proceed from City, Contractor will commence and complete Work in accordance with specifications as set out in Contract Documents. Contractor further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City.

4. **LIQUIDATED DAMAGES:** City and Contractor recognize that the time of performance is of the essence in this Contract and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 3. above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) would be for Contractor to pay City FIVE HUNDRED FIFTY DOLLARS AND 00/100 (\$550.00) for each calendar day that expires after the time specified in paragraph B until Work is substantially complete. Therefore, Contractor shall pay City the aforesaid liquidated damages for each calendar day that expires after the time specified in Section 3. until Work is substantially complete.

5. **CONTRACT PRICE:** City shall pay to Contractor for performance of Work embraced in this Contract, and Contractor shall accept as full compensation therefore, the Bid Price of _____ DOLLARS AND 00/100 (\$_____) subject to adjustment only as provided by approved change order, for all Work covered by and included in the Contract award; payment thereof to be made in current funds in the manner provided in Section 6. Payment Procedure.

6. **PAYMENT PROCEDURES:** Within thirty (30) days of completion and acceptance of Work by City, and in accordance with the General Conditions and Contract Documents, City shall pay the Contract Price to Contractor.

7. **CONTRACT DOCUMENTS:** The following documents from City are incorporated herein by reference for all purposes, as if fully set out verbatim:



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- Request for Written Quotes Hillside Retaining Wall, No. ES-07-17 ("RFWQ No. ES-07-17"), attached hereto as Exhibit "A";
- Contractor's response, attached hereto as Exhibit "B";
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said request for quotes as of the time this Contract is entered into by Contractor and City; and
- City of San Angelo Owner's Construction General Conditions, **Attachment 1**, hereto and referred to in this Contract as "General Conditions"

8. **REPRESENTATIONS OF CONTRACTOR:** In order to induce City to enter into this Contract, Contractor makes the following representations to City:

A. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, and with all local conditions and federal, state and local laws.

B. Contractor has made, or caused to be made, examinations and investigations of information as it deems necessary for the performance of Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations or similar data are, or will be required by Contractor for such purposes.

C. Contractor has given City advanced written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents prior to bidding and the written resolution thereof by City is acceptable to Contractor.

D. Contractor is skilled and experienced to responsibly perform the type of Work described in the Contract Documents in a timely manner.

9. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, recordkeeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

10. **OWNERSHIP OF DOCUMENTS:** Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by City to Contractor or which is otherwise



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obtained or prepared by Contractor pursuant to or under the terms of this Contract is and shall at all times remain the property of City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

11. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Contractor under this Contract, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Contract. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Contract.

B. City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Contract conform to the terms hereof. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of San Angelo Code of Ordinances, as same may be amended or supplemented from time to time.

12. AWARD OF CONTRACT: Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, Council, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Contract.

13. PUBLIC RECORDS: Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall be considered a material breach of this Contract and result in the immediate termination of this Contract by City.

14. DEFAULT: If Contractor fails to comply with any term or condition of this Contract, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, City in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Contract whereupon all unpaid contract funds shall be available to City to



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complete the construction and/or remedy any defective performance by Contractor. Should Contractor default, any advances for work to be performed or materials to be ordered which have been paid by City to Contractor shall be immediately returned to City. Should the costs to complete the construction and/or remedy any defective performance by Contractor exceed the remaining Contract balance, Contractor shall be liable to City for all costs and expenses to complete the construction and/or remedy any defective performance, to include any cost associated with re-procurement, and for any consequential and incidental damages suffered by City. Contractor understands and agrees that termination of this Contract under this section shall not release Contractor from any obligation accruing prior to the effective date of termination.

15. TERMINATION RIGHTS OF CITY:

A. City shall have the right to terminate this Contract, in its sole discretion, at any time, for any reason, by giving written notice to Contractor at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Contractor compensation for Work rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Contract, without notice or liability to Contractor, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Contractor and Contractor shall reimburse to City all amounts received while Contractor was in default under this Contract.

16. RESOLUTION OF CONTRACT DISPUTES:

A. Contractor understands and agrees that all disputes between Contractor and City concerning or relating to the denial or partial denial of a change, change order or extra work under paragraphs 2.17, 2.18 or 2.19 of the General Conditions of the Contract shall be held for resolution until the Project has been substantially completed. Contractor shall make a written request for resolution of the dispute (the "Request") to City's designated official for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Contractor wants the official to consider in reaching a determination. The official shall issue a written notice of decision upon Contractor's Request within the thirty (30) days of receipt of Contractor's Request. If the official cannot issue a decision within thirty (30) days of the receipt of Contractor's Request, the official shall notify Contractor the date upon which a decision shall be issued. Submission of a Contractor's Request for determination of the dispute is a condition precedent to Contractor's ability to engage in litigation against City. If a decision is not issued by the date indicated by the official or within ninety (90) days after the



submission of Contractor's written Request for determination, whichever occurs first, Contractor will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Contractor's Request, the resolution of the dispute will be documented, if necessary, through a change to the Contract in accordance with the provisions contained in the Contract, to include but not limited to, paragraphs 2.17, 2.18 and 2.19. Should the dispute fail to reach resolution through the submission by Contractor's Request, the dispute may be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the official in response to a Contractor's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform Work under the Contract unless further performance has been excused by termination of Contractor or stopping Work is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

B. Contractor understands and agrees that any and all other disputes arising between Contractor and City not related to changes, change orders or extra work, may be submitted to mediation at the sole discretion of City. City agrees that it shall make such an election within no later than sixty (60) days from the date of final completion, abandonment or termination, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform Work under the Contract unless further performance has been excused by termination of Contractor or is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

17. INSURANCE:

A. Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by City. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the



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performance of Work under this Contract without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City prior to the performance of Work hereunder, provided, however, that Contractor shall at any time upon request file duplicate copies of the policies of such insurance with City.

B. If, in the judgment of City, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

18. INDEMNIFICATION:

A. GENERAL INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or sub-contractors (collectively referred to as "Contractor"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnitees, or any of them or (ii) the failure of Contractor to comply with any of the paragraphs herein or the failure of Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Contract. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-contractors, as provided above, for which Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Nothing herein shall require Contractor to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct.



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B. ENVIRONMENTAL INDEMNIFICATION. Contractor agrees to indemnify, defend 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 or resulting from or arising out of Contractor's handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Contractor's direction or control of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water contamination. Contractor specifically agrees to indemnify, defend and hold harmless City against all claims, damages and liabilities of whatever nature asserted under CERCLA caused by acts or omissions of contractor regardless of when such incident is discovered. Contractor shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Contractor 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.

C. PROSPECTIVE APPLICATION. Any and all indemnity provided for in this Contract shall survive the expiration of this Contract 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 Contract 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 Contractor in performing under this Contract.

D. RETROACTIVE APPLICATION: The indemnity provided for in this Contract shall extend not only to claims and assessments occurring during the term of this Contract but retroactively to claims and assessments which may have occurred during the term of previous agreements between City and Contractor.

E. APPLICATION TO SURROUNDING PROPERTY: The indemnification provisions of this Contract 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 which are or were used by Contractor, during the term of this Contract or previous agreements between City and Contractor. This section does not make Contractor liable for any site it has never used, closed, managed or monitored.



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19.

INSURANCE REQUIREMENTS:

A. General Conditions. The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.

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.

2) Named Insureds. All insurance policies required herein shall be drawn in the name of Contractor, 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.

3) Waiver of Subrogation. Contractor 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.

4) Certificates of Insurance. At or before the time of execution of this Contract, Contractor 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, Contractor 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 W. College Ave., San Angelo, Texas 76903.

5) Contractor's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Contract. Contractor'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



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its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

6) Subcontractors' Insurance. Contractor shall cause each Sub-Contractor and Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Sub-contractors and Sub-Sub-contractors to furnish copies of certificates of insurance to Contractor's Risk Manager evidencing coverage for each Sub-contractor and Sub-Sub-contractor.

B. TYPES AND AMOUNTS OF INSURANCE REQUIRED. Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverage as follows with limits not less than those set forth below:

1) Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of the City or others arising out of the act or omission of Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "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 limits shall not be less than:

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

2) Business Automobile Liability. This policy shall protect Contractor 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 premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage limits shall not be less than:

\$ 1,000,000.00	Combined Single Limit
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3) Workers' Compensation and Employer's Liability. If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim 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 - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

The foregoing requirement will not be applicable if, and so long as, Contractor qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Contract.

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

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:

\$2,000,000.00	Combined Single Limits
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The certificate of insurance shall indicate that the City of San Angelo is provided by endorsement a Waiver of Subrogation in favor of the City on all policies.



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All insurance policies required herein shall be drawn in the name of Contractor with the City of San Angelo as an additional insured to include its employees, agents, and Council persons by endorsement on all policies except workers compensation.

20. INDEPENDENT CONTRACTOR: Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to Work to be performed under this Contract. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance on Contractor's employees.

21. NONDISCRIMINATION: Contractor represents and warrants to City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Contract on account of race, color, sex, religion, age, handicap, marital status or national origin. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Contract.

22. VERIFICATION OF EMPLOYMENT ELIGIBILITY: Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

23. AMENDMENTS: City and Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by City. Such amendments shall only address the items or issues dealt with in the amendment and shall not invalidate any other portion or provision of this Contract, nor relieve or release City or Contractor from their respective obligations under this Contract except as may be specifically set forth in the amendment.

24. ASSIGNMENT: No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such prior consent (except to the extent that this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.



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25. **SUCCESSORS AND ASSIGNS:** This Contract shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

26. **NOTICES:** Communications and details concerning this Contract shall be directed in writing to the following representatives:

CITY

City of San Angelo
Attn: Russell Pehl
72 W. College Ave.
San Angelo, Texas 76903

CONTRACTOR

Before City shall be liable to Contractor or any of its successors or assigns for any alleged breach of this Contract, notice must first be given City no later than ninety-one (91) days of the date Contractor alleges the breach occurred. Such notice shall be given in accordance with this provision and shall state the date, time, and circumstances of the alleged breach.

27. **MISCELLANEOUS PROVISIONS:**

A. **Remedies:** In the event of default by Contractor under the Contract Documents, City shall have all rights and remedies afforded to it at law or in equity to enforce the terms of the Contract. City's exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity that may be available to City against either Contractor or its Surety.

B. **Attorneys' Fees:** If any action at law or in equity is necessary by either City or Contractor to enforce or interpret the terms of the Contract Documents, the party prevailing on the majority of issues shall be entitled to reasonable attorneys' fees and costs and any necessary disbursements in addition to any other relief to which the prevailing party is entitled.

C. **Conflicts:** This Contract, the documents required to be provided, and the Contract Documents constitute the entire Contract between the parties hereto and supersede any prior written or oral agreements and understandings between the parties. If any provision of this Contract, the General Conditions, the Specifications or any other provision contained within the Contract Documents conflicts, or is inconsistent with any other provision of the Contract Documents, then the conflict or inconsistency will be resolved first by reference to the terms of this Contract, then to the General Conditions to this Contract and then finally to the Specifications therein, unless a federal law, regulation or restriction would require otherwise, in which case the federal provision would control.



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D. Severability: If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

E. Venue: This Contract, including the Contract Documents, is governed by the laws of the State of Texas. Venue for any suit or claim or cause of action arising out of or related to Work covered by this Contract shall be in Tom Green County, Texas.

F. Counterparts: This Contract may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Contract. By affixing their signature to this Contract, each individual is representing that he or she has the authority to sign this Contract and to bind the party that they represent to this Contract.

G. Enforcement: This Contract shall be construed and enforced according to the laws of the State of Texas.

H. Headings: Titles and paragraphs are for convenient reference and are not a part of this Contract.

I. No Waiver: No waiver or breach of any provision of this Contract shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

J. Governing Laws: Should any provision, paragraph, sentence, word or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or the City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Contract shall remain unmodified and in full force and effect or limitation of its use.

K. Applicable Law: This Contract and the Contract Documents are subject to all applicable federal and state laws, statutes, codes, rules and regulations and local ordinances, rules and regulations.

28. CONTINGENCY CLAUSE: Funding for this Contract is contingent on the availability of funds and continued authorization for program activities and the Contract is subject to amendment or termination for convenience due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.



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29. ENTIRE CONTRACT: This Contract constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

30. REAFFIRMATION OF REPRESENTATIONS/WARRANTY OF AUTHORITY: Contractor hereby reaffirms all of the representations contained in Contract Documents. Each person executing this Contract on behalf of Contractor warrants that he or she has the authority of the governing body of Contractor to lawfully bind Contractor to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the ____ day of _____, 2016.

_____,
Contractor

By: _____

By: _____
Daniel Valenzuela, City Manager

ATTEST:

ATTEST:

By: _____

By: _____
Bryan Kendrick, City Clerk

APPROVED AS TO INSURANCE
REQUIREMENTS:

Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

Russell Pehl, City Engineer

APPROVED AS TO FORM:

Theresa James, City Attorney



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**PERFORMANCE CONTRACT FOR
HILLSIDE RETAINING WALL RFWQ No. ES-07-17**

EXHIBIT "A"

RFWQ No. ES-07-17



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**PERFORMANCE CONTRACT FOR
HILLSIDE RETAINING WALL RFWQ No. ES-07-17**

EXHIBIT "B"

Contractor's Response



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**PERFORMANCE CONTRACT FOR
HILLSIDE RETAINING WALL RFWQ No. ES-07-17**

Attachment 1

City of San Angelo Owner's Construction General Conditions

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bob Salas, Neighborhood Services Director, Neighborhood and Family Services, 325-655-0824

Meeting Date: May 16, 2017

Item type: Regular Item

Caption:

Second reading and consider adopting an ordinance amending Chapter 9 "Parks, Lakes, and Other Public Places" of the Code of Ordinances by adding Article 9.05 "Camping on Municipal Facility or Public Property" and amending Section 9.05.005 "Recreational Activities" which would prohibit camping on or at a municipal facility or public right-of-way (B.Salas)

Summary/History:

There has been a recent increase in unsheltered individuals camping on public property not meant for camping which is creating unsanitary, unsafe, and unhealthy conditions in these camping areas. Staff is recommending an amendment to Chapter 9 to prohibit camping in, upon, or at a Municipal Facility or in, upon, or at a public right-of-way including sidewalks, streets, alleys, highways, culverts, or any other public property.

There are community resources available to accommodate those that require shelter and or case management to help obtain and maintain sheltering if individuals are willing to adhere to regulations, policies, and rules set by agencies offering resources.

Financial Impact:

There are no financial impacts associated with this item.

Other Information/Recommendation:

Attachments:

1. Ordinance 17-472 camping ordinance First Reading.docx

Presentation:

Robert Salas

Approvals/Reviews:

Bob Salas	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE AMENDING CHAPTER 9, "PARKS, LAKES AND OTHER PUBLIC PLACES", BY ADDING ARTICLE 9.05 "CAMPING ON MUNICIPAL FACILITY OR PUBLIC PROPERTY" AND AMENDING SECTION 9.02.005 "RECREATIONAL ACTIVITIES" OF THE CITY OF SAN ANGELO TEXAS CODE OF ORDINANCES, DECLARING A PENALTY, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of San Angelo has designated camping facilities within the City of San Angelo for the recreational use of the citizens and visitors of the City of San Angelo; and

WHEREAS, camping outside those facilities leads to issues with trash, human waste and other debris that causes health and safety concerns in the community; and

WHEREAS, the City of San Angelo works closely with non-profit organizations in the community to ensure adequate low cost and emergency housing options for citizens who are in need of those services; and

WHEREAS, it has been determined by the City of San Angelo Department of Family and Neighborhood services that there are currently sufficient housing options available to meet the needs of our community; and

WHEREAS, the City of San Angelo finds it necessary for the protection of the health, safety and welfare of the community to regulate camping on public property within the City of San Angelo.

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

- 1) **THAT**, Chapter 9 of the San Angelo Code of Ordinances be amended by adding Article 9.05 "Camping on Municipal Facility or Public Property" as follows:

"Article 9.05 Camping on Municipal Facility or Public property.

9.05.001 Definitions. The following term shall have the meaning shown.

(a)

Camp or *Camping* means and includes to stay or sleep in, on, or a property overnight (during the hours between 10:00 pm to 6:00 am). There is no required or minimum equipment or supplies necessary to constitute the act of camping.

(b)

Municipal Facility shall mean and include, for purposes of this section, every structure, building, or land owned by the City of San Angelo for the purposes of conducting any business or operation of municipal government, and includes all accessory areas such as but not limited to porch, steps, ramps, grounds, walks, lawn, yard, plaza, parking lot. It includes but is not limited to city hall, libraries, police

and fire stations, civic/convention center complex; fleet service center, water towers, water and sewage treatment plants, and parks.

(c)

Public property means such places as are described in (b) above, but which are owned or controlled by another governmental entity.

9.05.002 Offense. Except as provided in Section 9.05.004 of the Article, it is hereby declared to be a class C misdemeanor offense for a person to Camp:

(a)

In, upon, or at a Municipal Facility; excluding designated sleeping quarters provided for public employees or volunteers for their use within the scope of their duties; or

(b)

In, upon, or at a public right-of-way including a sidewalk, street, alley, highway, culvert, or any other Public property.

9.05.003 Abatement. Camping in, upon, or at a Municipal Facility or Public property in violation of this Article is a nuisance that may be abated by removal of tents, bedding, and other personal belongings or equipment.

9.05.004 Exceptions. It is an affirmative defense to prosecution that a person was Camping:

(a)

By temporarily parking a recreational vehicle, bus, pick-up camper, travel trailer, or similar vehicle or trailer in a lawful manner, time, and place on a public street in accordance with applicable state law and City ordinance.

(b)

With the written permission of the City of San Angelo or the public entity that owns or controls the property.

(c)

In any areas of a park designated as camping areas in strict compliance with the rules of such areas.

(d)

At such times it has been determined by the City Department Family and Neighborhood Services that there are not a sufficient number of emergency or affordable housing options to meet the needs of the community.

9.05.005 Intent. This Article is not intended to deny or to unduly restrict any person's temporary use of a public sidewalk or other traditional public forum for demonstrations, pickets, marches, and other lawful expressive activity, provided that such person does not Camp in violation of this section, obstruct passage to other persons or vehicles, or otherwise violate applicable state law or ordinance.

9.05.006 Annual Review. This Article shall be reviewed on an annual basis beginning October 1, 2018 to determine whether the number of available emergency and affordable housing options are sufficient to meet the current needs of the community."

2) **THAT**, Section 9.02.005 of the San Angelo Code of Ordinances is hereby amended as follows:

“Sec. 9.02.005 Recreational activities

It shall hereafter be unlawful for any person in a park to:

(1) Picnic or lunch in a place other than those designated for that purpose. Park attendants shall have, for the purposes of this section, the authority to regulate the activities in such areas when necessary to prevent congestion and secure the maximum use of such areas for the comfort and convenience of all; it shall be unlawful for any person to fail to comply with any direction given to achieve the ends of this section.

(2) Set up any priority on use of fireplaces, picnic tables and benches other than a “first come, first served” basis.

(3) Use any portion of the picnic area or any of the buildings or structures therein for the purpose of holding picnics to the exclusion of other persons, or use any area or facility for an unreasonable time if facilities are crowded.

(4) Leave a picnic area before the fire is completely extinguished and before all trash in the nature of boxes, paper, cans, bottles, garbage and other refuse is placed in a trash receptacle, if provided. If no such trash receptacles are available, it shall be unlawful to fail to carry away trash and refuse from the park area to be properly disposed of elsewhere by the picnicker.

(5) ~~set up tents, shacks, or any other temporary shelter with the purpose of camping overnight, or~~ Leave in a park overnight any movable structure or special vehicle ~~to be used or that could be used for such purpose,~~ such as a tent, shack, temporary shelter, house trailer, camp trailer, camp wagon or the like unless such structure or vehicle is within a designated camping area.

(6) Ride a horse except on designated bridle paths; where such riding is permitted, it shall be unlawful to ride other than a thoroughly broken and properly trained horse, or to allow said horse to graze or otherwise go unattended.

(7) Take part in or abet playing of any games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins or model airplanes except in areas set apart for such forms of recreation; it shall be unlawful to play rough or comparatively dangerous games such as football or baseball in a park area except on the fields or courts provided therefor; play or practice golf in any manner whatsoever, except in such areas as may be so designated by the superintendent.

(8) Deleted

3) **THAT** any person, firm or corporation violating any provisions of this article shall be guilty of a misdemeanor and upon conviction shall be subject to a fine as provided for in Section 1.01.009 of this Code. Each day of such violation shall constitute a separate offense.

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

5) THAT this Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

6) THAT enforcement of this ordinance shall be delayed until June 1, 2017 to allow for sufficient education and removal of personal property in areas in violation.

INTRODUCED with public hearing on the 2nd day of May, 2017 and finally **PASSED, APPROVED AND ADOPTED** on this the 16th day of May, 2017.

THE CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO FORM

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Ward, Traffic Operations Superintendent, Traffic Operations, (325) 657-4377

Meeting Date: May 16, 2017

Item type: Regular Item

Caption:

Second reading and consider adopting an ordinance amending chapter 10, "Traffic Controls", Article 10.01 "general provisions", Section 10.01.019 "commercial vehicles prohibited from using certain streets" of the code of ordinances adding North Browning Street between Culwell Street and Hughes Street; Hughes Street between North Pope Street and North Browning Street; Hillside Drive; and Gun Club Road (R.Ward)

Summary/History:

The streets named herein have limited ROW widths, pavement widths, with vertical and horizontal curves that are not conducive to truck traffic. North Browning and Hughes Street intersect at a 90 degree curve, with North Browning Street having an approximate pavement width of 15'. Both Hillside Drive and Gun Club Road have narrow pavement widths varying from approximately 15' to 28'. These two streets contain numerous vertical and horizontal curves, as well as high volumes of pedestrian traffic.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

1. 17-436 TR Ordinance Change 17-436_TR_Ordinance+Change+10.01.019(c)+Updated.docx

Presentation:

Approvals/Reviews:

Ryan Ward	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CONTROLS", ARTICLE 10.01 "GENERAL PROVISIONS", SECTION 10.01.019 "COMMERCIAL VEHICLES PROHIBITED FROM USING CERTAIN STREETS" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Chapter 10, Article 10.01, Section 10.01.019(c) is amended as follows:

“(c) When signs are erected giving notice thereof, no person shall operate a commercial vehicle, except as provided under the following subsection, on any of the following streets or parts of streets:

(41) North Browning Street between Culwell Street and Hughes Street.

(42) Hughes Street between North Pope Street and North Browning Street.

(43) Hillside Drive.

(44) Gun Club Road.”

2) THAT all remaining provisions not amended by this ordinance remain in full force and effect.

3) THAT, the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

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

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

INTRODUCED on the 2nd day of May, 2017, and finally PASSED, APPROVED and ADOPTED on this the 16th day of May, 2017.

CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Ward, Traffic Operations Superintendent, Traffic Operations, (325) 657-4377

Meeting Date: May 16, 2017

Item type: Regular Item

Caption:

Second reading and consider adopting an ordinance amending Chapter 10, "Traffic Controls", Article 10.03 "Operation of Motor Vehicles", Section 10.03.033 "school zones" of the code of ordinances, City of San Angelo Texas, providing for severability, and providing for an effective date (R.Ward)

Summary/History:

This ordinance change is to accommodate various existing school zones that are on TXDOT roadways within the city limits where speeds are posted higher than 20 MPH in school zones. The intent is to base the enforceable speed limit as assigned by the prima facie value posted.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

- | | |
|-----------------------------|--|
| 1. School Zone Speed Change | 17-436_TR_Ordinance Change 10.03.033 Update.docx |
|-----------------------------|--|

Presentation:

Approvals/Reviews:

Ryan Ward	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CONTROLS", ARTICLE 10.03 "OPERATION OF MOTOR VEHICLES", SECTION 10.03.033 "SCHOOL ZONES" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) **THAT**, Chapter 10, Article 10.03, Section 10.03.033 is amended as follows:

"It is hereby determined upon the basis of engineering and traffic investigation that the speed permitted by state law in school zones is greater than is reasonable or safe, and it is hereby declared that on a day classroom instruction or another school activity is in session, a person may not operate a vehicle at a speed greater than the maximum the prima facie speed limits in a school zones. ~~shall be twenty (20) miles per hour when signs are~~ erected clearly showing the speed. A school zone is any street that is immediately adjacent to any school within the city. Should a conflict exist at any location between the speeds set out in this division and school zone speeds, then the speeds listed for school zones shall control.

2) **THAT** all remaining provisions not amended by this ordinance remain in full force and effect.

3) **THAT**, the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

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

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

INTRODUCED on the XX day of XX, 2017, and finally PASSED, APPROVED and ADOPTED on this the XX day of XX, 2017.

CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

STAFF REPORT REGARDING AEP'S DISTRIBUTION COST RECOVERY FACTOR FILING

On April 3, 2017, AEP Texas Inc. ("AEP" or "Company") filed an Application to Amend its Distribution Cost Recover Factors ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$28,010,174 (\$21,365,072 for the Central Division and \$6,645,102 for the North Division).

The resolution authorizes the City to join with the Cities Served by AEP ("Cities") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by AEP.

Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the City to participate with Cities as a party in the Company's DCRF filing, PUC Docket No. 47015.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This paragraph finds that the Company's application is unreasonable and should be denied.
4. This section states that the Company's current rates shall not be changed.
5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP for reimbursement.
6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
7. This section provides that AEP and counsel for Cities will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

**A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS
FINDING THAT AEP TEXAS INC.'S APPLICATION TO
AMEND ITS DISTRIBUTION COST RECOVERY
FACTORS TO INCREASE DISTRIBUTION RATES
WITHIN THE CITY SHOULD BE DENIED; FINDING
THAT THE CITY'S REASONABLE RATE CASE
EXPENSES SHALL BE REIMBURSED BY THE
COMPANY; FINDING THAT THE MEETING AT WHICH
THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC
AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS
RESOLUTION TO THE COMPANY AND LEGAL
COUNSEL.**

WHEREAS, the City of San Angelo, Texas ("City") is an electric utility customer of AEP Texas Inc. ("AEP" or "Company"), and a regulatory authority with an interest in the rates and charges of AEP; and

WHEREAS, the City is a member of the Cities Served by AEP ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP's service area; and

WHEREAS, on or about April 3, 2017 AEP filed with the City an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 47015, seeking to increase electric distribution rates by \$28,010,174 (\$21,365,072 for the Central Division and \$6,645,102 for the North Division); and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of AEP's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 47015.

Section 2. That subject to the right to terminate employment at any time, the City of San Angelo, Texas hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by AEP to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by AEP within 30 days of presentation of an invoice to AEP.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Melissa Gage, American Electric Power Service Corporation, 400 West 15th Street, Suite 1520, Austin, Texas 78701 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 16th day of May, 2017.

Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

Theresa, James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sandra Villarreal, Director of Health, City Manager's Office, 325.657.4493

Meeting Date: May 16, 2017

Item type: Regular Item

Caption:

Consider adopting a resolution:

1. Approving the conceptual Chadbourne Street Corridor Project and the funding mechanisms proposed for the Project, and
2. Authorizing the City's application to the Texas Department of Transportation for Alternatives Set-Aside (TA Set-Aside) Funding for the non-motorized portion of the City of San Angelo Chadbourne Street Corridor Project - (Presentation by Assistant City Manager Rick Weise)

Summary/History:

The *2016 City of San Angelo Capital Improvement Plan* includes a broad range of projects, including various infrastructure and street repair projects designed to not only provide smoother riding experiences for motorized users throughout the city, but also replaces many of the water and electrical infrastructure underneath the streets. The City Council has taken an active stance on the replacement of infrastructure systems together with street reconstruction and repair, minimizing the financial impacts to the city. The Engineering and Operations Departments of the City have devised a *Seal Coat Master Plan* and *Street Improvements Timeline* in order to ensure the entire City is maintained in a timely manner.

The *Seal Coat Master Plan*, along with the *Capital Improvement Plan* have placed Chadbourne Street on the schedule for infrastructure and street repair in 2016 – 2018. Funding for street reconstruction and seal coating is from *Street Improvement Bond Funding*.

The *San Angelo City Center Master Development Strategy Update of Spring 2015* calls for the strengthening of the City Center (Downtown). According to the strategy, "a stronger City Center experience will benefit the regional profile of San Angelo...and create momentum that will expand the City's overall tax base, economic profile, quality of life and identity as a distinct place rich with character."

In addition, *The City's Strategic Plan – 2009 Update to the San Angelo Comprehensive Plan* states that the intent is "to reinforce downtown San Angelo's position as the principal commercial, service, and cultural center within the region, while restoring its potentialities for residential development, neighborhood services, and amenities, while promoting and enhancing its existing and historic character." Goals to this plan include, but not limited to, the improvement of the pedestrian experience throughout downtown, increase the role of alternative modes of transportation and increase connectivity between downtown and surrounding neighborhoods.

Based on these plans, Staff saw an opportunity to combine the plans together creating one cohesive Chadbourne Street Corridor Plan. The Chadbourne Street Corridor Plan will incorporate both the motorized and non-motorized design and planning elements, masterfully creating the city center downtown model.

With that said, on January 27, 2017, Texas Department of Transportation (TxDOT) announced a statewide Call for Projects under the Transportation Alternative Set-Aside (TA Set-Aside) Program for population areas of 200,000 or less.

The TA Set-Aside program, as administered by TxDOT, provides funding to construct a variety of alternative transportation projects that improve mobility for non-motorized users and construction of on- and off-road pedestrian and bicycle accommodations, infrastructure for non-drivers, access to public transportation, and Safe Routes to School infrastructure. The TA Set-Aside Program funds administered by TxDOT are for construction activities only. The TA Set-Aside project nomination package (application) must present persuasive evidence of support from the communities in which the project would be implemented. The project sponsor (City) must commit to provide a local funding match of at least 20% of the allowable construction and department oversight costs, submit to any allowable adjustment for authorized in-kind contribution; however, based on prior projects, a sponsor providing an overmatch of 25-30% has a better chance of being considered for funding.

As a result, the City will request funding from TxDOT to construct Phase I of the non-motorized transportation alternative project along Chadbourne Street from W 6th Street to the Concho River. Phase I proposed project improvements include new sidewalks, addressing ADA accessibility issues, adding a shared use vehicle/bicycle lane and installing landscaping & lighting. In addition, the project includes two accessibility links designed to connect Chadbourne with the adjoining Concho River Trail and ultimately to a multitude of other areas within San Angelo, including Central High School, Texas Bank Sports Complex, numerous neighborhoods, Kids Kingdom, the San Angelo Senior Center, Fort Concho, senior living facilities, and many low-income housing areas.

The City of San Angelo contracted with Halff Associates, INC., for the planning and engineering services, conceptual design, cost estimates and public engagement associated with the Chadbourne Street non-motorized transportation improvements along this corridor. The Contract also includes the submittal of the TA Set-Aside Program application to the TxDOT on the City's behalf. The Program application is due to TxDOT on May 22, 2017.

Based on the total project cost estimate for Phase I, which includes Sections A & B from W 6th Street to the Concho River of \$6,118,352 plus \$917,753 (15% TxDOT Admin Fee), the anticipated Match amount is \$2,110,831 (30%). The City has the capacity to fund the Match of this level from funding sources identified and which are listed in the Financial Impact section of the Agenda.

Currently, any maintenance issues associated with sidewalks are the responsibility of the adjacent property owners and the City proposes this to remain the same. In addition, TIRZ works closely with Staff to maintain / replace any light poles or other streetscape amenities in the TIRZ zone; the City provides the cost of the manpower. This current maintenance philosophy is proposed to apply to Chadbourne project as well. If landscape maintenance becomes a problem and property owners are not properly maintaining, then TIRZ and City Council may need to consider other alternatives, such as contracting the maintenance out.

In order to maximize the dollars currently allocated to the Chadbourne Street reconstruction and to minimize the impact to the business owners, the City is proposing to execute both projects at the same time. Staff is seeking City Council endorsement for the Chadbourne Street Corridor Project, both motorized and non-motorized transportation aspects of the plan, as well as the funding strategy that will allow implementation of the proposed comprehensive Chadbourne Street Corridor design.

Financial Impact:

The Chadbourne Street Corridor Project, including both street/motorized and non-motorized transportation alternatives, is estimated to cost approximately \$19,901,000 if implemented within the 1.5 years, and includes approximately 11 blocks from Houston Harte (6th Street) to the Concho River. Of the estimated costs, \$6,118,352 is grant eligible under the TA Set-Aside Program. The TA Set-Aside Program grant is an 80/20 grant offered by the State of Texas through

TxDOT. The City is required to provide at least a 20 percent match to qualify for funding; however, based on past project awards, the City will have a greater chance of being considered if it provides an overmatch of 30%.

Based on the Nomination Form calculations, if the City is awarded TA Set-Aside Program funding, upon signing the Contract with TxDOT, the City is responsible for an estimated upfront cash payment to TxDOT in the amount of approximately \$642,427. The City's 30% Match for the Chadbourne Street Corridor non-motorized portion of the project is estimated to be \$2,110,831.

Funding Resources (approximate estimates):

	S. TIRZ - 25%	S. TIRZ - 50%	***
	N. TIRZ - 25%	N. TIRZ - 25%	
	No Assessment	SA - \$10/ft/yr	
Streets:	2,500,000.00	2,500,000.00	
MPO:	4,000,000.00	4,000,000.00	(3 year allocation)
TIRZ North:	957,411.00	957,411.00	(8 year allocation of 25%)
TIRZ South:	547,349.00	1,125,101.00	(8 year allocation of 25%)
COSADC:	3,750,000.00	3,750,000.00	(5 year allocation of \$750,000 each year)
River:	200,000.00	200,000.00	Complete ADA access along river trail
Storm Water:	300,000.00	300,000.00	(Approximate amount of project pertaining to stromwater)
Sewer Fund:	300,000.00	300,000.00	(Approximate amount of project pertaining to
Water Fund:	200,000.00	200,000.00	(Approximate amount of project pertaining to
HOT Fund:	50,000.00	50,000.00	(Way Finding)
TxDot Grant:	4,925,273.00	4,925,273.00	
Other Grants:	35,000.00	35,000.00	(Estimate of possible grant)
Special Assessment:	-	600,000.00	
Total:	17,765.033.00	18,942,785.00	
Projected Cost	19,901,000.00	19,901,000.00	
Projected Funding	17,765,033.00	18,942,785.00	
City Inspection Credit	500,000.00	500,000.00	
Permitting Fees Credit	50,000.00	50,000.00	
Approximate Shortfall	1,585,967.00	408,215.00	

***First year commitment of 25%
(TIRZ)

Funding Options:

Assessment: Assess each property along the corridor from 6th to River: Approximately 6000 feet of property frontage

Others: Other contributors / Grants who we may be able to work with... AEP, ATMOS, etc...

General Fund: The General Fund will front the Project to execute the project more quickly.

Streets: The estimated shortfall will come from Street funding and will vary dependent on the construction costs and other potential funding sources which may be identified at a later date.

Other Information/Recommendation:**Attachments:**

- | | | |
|-----|--|---|
| 1. | 2017 TA Set-Aside Program Announcement | announcement.pdf |
| 2. | 2017 TA Set-Aside Program Guide | program-guide.pdf |
| 3. | Phase A - Scope of Services | PHASE A-Scope of Services.docx |
| 4. | Project Map | Chadbourn St Pedes Improvements_Rev3.pdf |
| 5. | Half Funding Application Qualifications | Half Funding Application Qualifications.pdf |
| 6. | CM_DOT Set Aside Application Authorization Resolution | 17-306_CM_DOT_SET-ASIDE_APPLICATION_AUTHORIZATION_RESO.docx |
| 7. | CM_TIRZ_Support DOT Set Aside Application Resolution | 17-306_CM_TIRZ_SUPPORT_DOT_SET-ASIDE_APPLICATION_RESO.docx |
| 8. | COSADC_CM_DOT Set Aside Chadbourne Project Resolution | 17-306_COSADC_CM_DOT_SET-ASIDE_CHADBOURNE_PROJECT_RESO2.docx |
| 9. | Concept Intersection Plan | Concept Intersection Plan.jpg |
| 10. | Corridor Plan | Corridor Plan.jpg |
| 11. | Section Existing | Section Existing.jpg |
| 12. | Section Proposed with Median | Section Proposed w Median.jpg |
| 13. | Section Proposed w Turn Lane | Section Proposed w Turn Lane.jpg |
| 14. | Chadbourn Sidewalk Improvement Estimates | 2017-05-10 Sidewalk Improvements 6th St to Concho River by Block.pdf |
| 15. | Chadbourn Street Improvements by Block Estimates | 2017-05-10 Sidewalk Improvements 6th St to Concho River by Block.xlsx |
| 16. | TxDOT TA Set-Aside Application Resolution | 17-502_CM_DOT_SET-ASIDE_APPLICATION_AUTHORIZATION_RESO.docx |
| 17. | Resolution supporting funding plan for Chadbourne Street Project | 17-502 Resolution supporting funding plan for Chadbourne Project.docx |
| 18. | Exhibit "A" for Chadbourne Street Funding Plan Resolution | Chadbourn Funding Exhibit A.pdf |

Presentation:

Yes

Approvals/Reviews:

Sandra Villarreal	Created/Initiated
Rick Weise	Approved
Russell Pehl	Approved
Jon James	Approved
Roland Pena	Approved
Theresa James	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Approved



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

January 27, 2017

Re: Transportation Alternatives Set-Aside Program (TA Set-Aside)
2017 Call for Projects

To All Interested Parties:

The Texas Department of Transportation (TxDOT) has announced a statewide Call for Projects under its Transportation Alternatives Set-Aside (TA Set-Aside) Program for population areas of 200,000 or less. Federal TA Set-Aside funding administered by TxDOT will be for construction activities only. Eligible project activities are limited to pedestrian and bicycle infrastructure projects, including on- and off-road pedestrian and bicycle accommodations, infrastructure projects for non-driver access to public transportation, projects that enhance mobility and Safe Routes to School infrastructure projects.

Project nominations must be submitted in the form prescribed by TxDOT and in accordance with the program rules (located under 43 Texas Administrative Code §§11.400 - 11.418 and §§16.153 - 16.154) and TxDOT's 2017 TA Set-Aside program guide. The program guide outlines the nomination, evaluation, and selection processes, including step-by-step instructions for completing the project nomination form and providing appropriate attachments. The program guide details information regarding eligibility requirements and the specific procedures applicable to this Call for Projects. TxDOT's 2017 TA Set-Aside program guide, project nomination form, and program rules are available on TxDOT's website at: <http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>. The complete project nomination package must be received by TxDOT, via TxDOT's Dropbox, no later than 5:00 p.m., CDT, on Monday, May 22, 2017.

Eligible project sponsors that desire to nominate a project should review the 2017 program guide, nomination form, and rules in consideration of their candidate project prior to contacting TxDOT. The program guide includes a map of TxDOT's district offices, a list of the district TA Set-Aside Coordinators, and a list of the statewide TA Set-Aside workshop locations and dates.

Your interest in TxDOT's TA Set-Aside Program is appreciated.

Sincerely,

Eric L. Gleason
Director, Public Transportation Division

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM



2017 PROGRAM GUIDE



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A. SUMMARY OF PROJECT OPPORTUNITY

On January 27, 2017, the Texas Department of Transportation (department or TxDOT) announced a statewide Call for Projects under the **Transportation Alternatives Set-Aside (TA Set-Aside)** Program for population areas of 200,000 or less. This program guide outlines the nomination, evaluation, and selection processes, including step-by-step instructions for completing the project nomination form and providing appropriate attachments. Important dates to remember include:

- **January 27, 2017** – Call for Projects opens
- **February - March 2017** – Workshops (refer to **L. 2017 TA Set-Aside Workshop Schedule**)
- **May 22, 2017** – Project nominations due to the department
- **May - August 2017** – Project screening and evaluation
- **Fall 2017** – Project selection by the Texas Transportation Commission

The TA Set-Aside Program, as administered by the department, provides funding to construct a variety of alternative transportation projects that improve mobility for non-motorized users and mitigate congestion by providing transportation options. Eligible project activities include construction of on- and off-road pedestrian and bicycle accommodations (including conversions of abandoned railroads), infrastructure for non-drivers, access to public transportation, and Safe Routes to School infrastructure.

The department is particularly interested in those projects that reflect a high degree of collaboration and community consensus while directly contributing to the department's safety, mobility, and connectivity goals. Project sponsors are strongly encouraged to submit projects that:

- Enhance bicycle and pedestrian safety for people of all ages and abilities
- Improve safety, access, or mobility for individuals with disabilities
- Construct on-system improvements in support of TxDOT's ADA/Pedestrian initiatives
- Provide access to or between existing bicycle and pedestrian facilities, public transportation, or other mobility options
- Connect important community destinations (such as schools, employment, downtown/commercial/historic districts, medical facilities, and recreational areas)
- Contribute to the development of a statewide or regional bicycle route for tourism
- Contribute, as an independent element, to a larger public project/investment

Proposed projects may be located on state-maintained roadway right-of-way (on-system) or on property owned by the project sponsor (off-system).

The department intends to make available TA Set-Aside Program funds associated with anticipated FY 2017 – FY 2020 appropriations. Assuming current FAST Act authorization levels, approximately \$52 million is estimated for population areas under 200,000. All, or some portion of this amount, may be awarded as a result of this Call, depending on the actual amount of funding available and the eligible number of TA Set-Aside project nominations received by the department.

B. PROGRAM OVERVIEW

The Fixing America's Surface Transportation (FAST) Act establishes the TA Set-Aside Program as part of the Surface Transportation Block Grant and replaces the Transportation Alternatives Program (TAP) which was established as an independent funding category under the Moving Ahead for Progress in the 21st Century Act (MAP-21). Like TAP, the TA Set-Aside Program provides funding for a variety of alternative transportation projects. The program is contained in 23 U. S. C. §133(h).

The federally funded TA Set-Aside Program provides opportunities to expand transportation choices and enhance transportation infrastructure. Each state department of transportation reviews the guidance provided by the Federal Highway Administration (FHWA) and develops rules to administer their TA Set-Aside Program according to that state's priorities. In Texas, the department's statewide TA Set-Aside Program for population areas of 200,000 or less operates under rules adopted by the Texas Transportation Commission (commission), which may be found in 43 Texas Administrative Code (TAC) §§11.400 - 11.418 and §§16.153 - 16.154. TA Set-Aside projects submitted to the department must relate to the surface transportation system and be eligible under one or more of the six activities outlined in topic **C. Eligible Project Activities** of this guide.

Federal TA Set-Aside funds administered by the department are for construction activities only. The department's 2017 TA Set-Aside Call for Projects is limited to eligible project sponsors and projects from nonurban areas with populations of 5,000 or less and small urban areas with populations of 5,001 to 200,000 that are outside the smoothed 2010 U. S. Census Urbanized Area boundary of a Transportation Management Area.

Metropolitan Planning Organizations (MPOs) with population areas greater than 200,000 are designated as Transportation Management Areas (TMAs). Potential project sponsors within the TMA must seek TA Set-Aside funding through their local MPO.

Note: In Texas, TA Set-Aside funds for the Recreational Trails Program are administered through the Texas Parks and Wildlife Department.

This is the first TA Set-Aside Call for Projects by the department. For information on the department's new TA Set-Aside rules, the new TA Set-Aside 2017 Nomination Form, and other program details, visit:

<http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>. The TA Set-Aside project nomination package must present persuasive evidence of support from the communities in which the project would be implemented. The project sponsor must commit to provide a local funding match of at least 20% of the allowable construction and department oversight costs, subject to any allowable adjustment for authorized in-kind contributions and/or an adjustment for an eligible project located in an economically disadvantaged county. Any costs incurred prior to selection and authorization from the department to proceed will not be eligible for consideration as an in-kind contribution or otherwise part of a local funding match. The local funding match must be a cash match or combination of cash and in-kind contribution provided by or through the project sponsor. The commission will specify a fixed amount of TA Set-Aside funds

for each project. Project costs in excess of this amount are the responsibility of the project sponsor. The project sponsor may seek additional funds in a subsequent program call.

Projects funded under 23 U.S.C. 133, including TA Set-Aside projects, shall be treated as projects on a federal-aid highway (23 U.S.C. 133(i)). This subjects all TA Set-Aside projects to various federal-aid requirements (e.g., Davis-Bacon prevailing wage requirements, Buy America, planning, environmental review, procurement and letting, etc.). Specific guidance regarding program/project requirements is found in the **TxDOT Local Government Projects Toolkit (LGP Toolkit)** found at <http://txdot.gov/government/processes-procedures/lgp-toolkit.html>. The LGP Toolkit provides specific information regarding the applicable laws (see Policy Manual), procedures (see Project Management Guide), and best practices (see Best Practices Workbook) that must be adhered to for some or all phases of a TA Set-Aside project. Relevant portions of the LGP Toolkit are referenced in this Guide.

C. ELIGIBLE PROJECT ACTIVITIES

The eligible TA Set-Aside activities identified in TxDOT's rules (refer to 43 TAC §11.404(a)) are taken verbatim from the Federal Highway Administration's TA Set-Aside Guidance. For TxDOT's 2017 TA Set-Aside Call for Projects for population areas of 200,000 or less, the eligible construction activities have been abbreviated for clarity as follows:

1. On-road bicycle improvements
2. Off-road shared use paths
3. Infrastructure improvements on an abandoned railroad corridor to facilitate non-motorized transportation
4. Sidewalks
5. Infrastructure improvements to provide safer routes to school
6. Infrastructure-related projects to improve safety for non-motorized transportation

Note: Review topic **I. Economically Disadvantaged Counties Program** for potential local match relief for eligible projects.

D. ELIGIBLE TA SET-ASIDE PROJECT SPONSORS

Under 23 U.S.C. 133(h)(4)(B), the entities eligible to receive TA Set-Aside funds are:

1. **Local government:** Any unit of local government below a State government agency, except for an MPO. Examples include city, town, township, village, or county agencies.
2. **A regional transportation authority:** Regional transportation authorities are considered the same as the Regional Transportation Planning Organizations defined in the statewide planning section (23 U.S.C. 135(m)).

3. **A transit agency:** Any agency responsible for public transportation that is eligible for funds as determined by the Federal Transit Administration.
4. **A natural resource or public land agency:** Any Federal, Tribal, State, or local agency responsible for natural resources or public land administration. Examples include:
 - State or local park or forest agencies
 - State or local fish and game or wildlife agencies
 - Department of the Interior Land Management Agencies
 - U.S. Forest Service
5. **A school district, a local education agency, or school:** Includes any public or nonprofit private school. Projects should benefit the general public and not only a private entity.
6. **Tribal Government**
7. **A nonprofit entity responsible for the administration of local transportation safety programs** - Examples include a nonprofit entity responsible for:
 - a local program implementing construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs
 - a safe routes to school program
8. **Any other local or regional governmental entity with responsibility for, or oversight of, transportation or recreational trails** (other than an MPO or a state agency) that the department determines to be eligible, consistent with the goals of the TA Set-Aside Program.

Per 23 U.S.C. 133(h)(4)(B) state departments of transportation (DOTs) and metropolitan planning organizations (MPOs) are not eligible project sponsors for TA Set-Aside funds. However, state DOTs and MPOs may partner with an eligible entity to carry out a project.

Nonprofit organizations are not eligible as direct grant subrecipients for TA Set-Aside funds unless they qualify through one of the eligible entity categories (e.g., where a nonprofit organization is a designated transit agency, school, or entity responsible for the administration of local transportation safety programs). Nonprofit entities are eligible to partner with any eligible entity on an eligible project; however, the eligible entity would serve as the project sponsor and be 100% responsible for the local match and project development. Only one entity is permitted to serve as a project sponsor. The project sponsor may need to provide the department a reference to review their enabling legislation.

Typically the local government serves as the project sponsor because the majority of improvements are located within property maintained by the local government. When a second party such as a school district or nonprofit entity agrees to provide a portion of the local funding match, it would be the local government/project sponsor's responsibility to execute an agreement with the second

party for any funding commitments and secure any right-of-entry for project construction while remaining the sole project sponsor.

E. PROJECT EVALUATION AND SELECTION CRITERIA

Through collaboration and leadership, TxDOT's mission is to deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods. Selection criteria for TxDOT's TA Set-Aside program are influenced by the department's vision to be a forward-thinking leader delivering mobility, enabling economic opportunity, and enhancing quality of life for all Texans. The department seeks to prioritize TA Set-Aside investments in projects that best meet the department's vision and mission and represent the best use of available TA Set-Aside funds. Tables 1, 2, and 3 on the following pages outline the criteria categories that will be used to evaluate all eligible projects. The tables include a brief description, evaluation factors, and identification within the nomination form where each criterion should/could be addressed. All project sponsors should address the ten criteria categories in response to the information requested in the project nomination form. The criteria categories are as follows:

- Safety
- Mobility & Congestion Mitigation
- Regional Connectivity
- Accessibility
- Environmental Benefits
- Economic Development
- Project Readiness
- Local Funding
- Planning
- Public Support

Evaluation Process

Department staff will review, evaluate, and recommend projects submitted during the department's 2017 TA Set-Aside Program Call for Projects. A committee will be formed to screen each proposed project to determine whether it is eligible for funding under applicable federal and state law and determine whether the proposed project meets technical standards established by applicable law and acceptable professional practice. The committee will also evaluate the potential benefit to the state of the project for all eligible projects, based on the specific evaluation criteria.

An **Eligibility Evaluation** of all projects will be the first step. The committee will verify the eligibility of the project sponsor, the proposed construction activity, and the project location. If the project sponsor, construction activity, or location is determined to be ineligible, then the project will not be considered for funding. If a project is determined to be ineligible, the department will notify the project sponsor immediately.

Each eligible project will be scored using criteria based on the department's goals as outlined in Tables 1, 2, and 3. Criteria category scores will be weighted and applied uniformly to eligible projects.

Although there is not a minimum or maximum amount of funding available for a single project, the total program funds are limited. As a result, the department may find it necessary to contact a project sponsor to split a larger project into smaller segments to be constructed in phases.

A nomination package that fails to include items required as part of the project nomination package will be considered incomplete and will not be considered for funding. See "*Required attachments*" under topic **W. Project Nomination Checklist**. If certain project nomination information is unclear, the department may request supplemental information as needed to conduct project screening and evaluation. A list of the required attachments is included with the nomination checklist; Refer to topic **W. Project Nomination Checklist** to complete the checklist.

Note: Completing the **Project Nomination Checklist** is recommended not required; however, the project sponsor may include the checklist as part of the project nomination package.

Label as: **Nomination Checklist-Attachment N** - No more than 10 pages.

The evaluation committee will provide project selection recommendations and supporting documentation to the director of the division responsible for administering the TA Set-Aside Program. The director of the responsible division will review the recommendations and supporting documentation and provide a final list of recommended projects to the commission for consideration.

Selection Criteria

The ten criteria categories have been organized into three focus areas expressed in Table 1: **Department Goals and Project Emphasis Areas**, Table 2: **Project Readiness**, and Table 3: **Local Funding and Support**. Each project nomination package must include credible documentation demonstrating how the proposed project meets the selection criteria.

Each project is unique and may fulfill some but not all of the selection criteria categories. It is the project sponsor's responsibility to demonstrate how the proposed project benefits their community and/or the state. To assist both the project sponsor and the reviewer, the three tables include a column entitled *Topics in Nomination Form* to suggest how the project sponsor might address a specific criterion. The proposed project may produce benefits other than those discussed within the three tables. It is the project sponsor's responsibility to demonstrate additional benefits based on the criteria categories and descriptions. Support statements with facts. Some recommended resources include excerpts from reports, news articles, crash reports, planning documents, relevant data, research, maps, photographs, diagrams, surveys, etc.

Table 1: Department Goals & Project Emphasis Areas (Represents 50% of the Total Evaluation Score)

Criteria Categories	Criteria Description	Criteria Evaluation Factors	Topics in Nomination Form
Safety	Provides safer and/or less intimidating accommodations for pedestrians, bicyclists, and other non-motorized traffic, including Safe Routes to School infrastructure.	- Improves safety in areas with high numbers of crashes (provide crash data and source, if available) - Improves conditions for bicyclists, pedestrians, and other non-motorists at roadway crossings and/or traffic signals - Implements traffic calming measures - Provides protected or separate facilities for bicyclists and pedestrians	9, 10, 23
Mobility & Congestion Mitigation	Increases transportation options for non-motorists. Improves the ability to walk and bicycle for everyday activities including travel to work, school, and shopping. Provides accommodations that help reduce congestion.	- Improves access and/or enhances mobility for non-motorized transportation - Provides an alternate non-motorized route parallel to major thoroughfares - Demonstrates potential for a measureable reduction in congestion and/or a mode shift	9, 10, 18, 19
Regional Connectivity	Improves local and/or regional connections. Provides multi-modal connections to rail and/or transit.	- Enhances network continuity (gap closures, extension of regional facilities, links communities) - Provides direct connections to transit and/or rail (shared use paths, sidewalks, and on-street bikeways) - Provides access to employment centers, schools, retail, institutional facilities, and other special traffic generators	9, 10, 18, 19
Accessibility	Improves access and/or provides safer crossings for non-motorized traffic at an existing travel barrier. Provides ADA compliant improvements.	- Provides a grade-separated or improved crossing for non-motorized traffic either under, over, or across a barrier (such as a water body, major roadway, or railroad) - Constructs new sidewalks and/or bikeways - Provides new ADA compliant infrastructure	9, 10, 17, 18, 19, 20, 23
Environmental Benefits	Provides access in underserved communities. Improves air quality or provides other environmental benefits. Protects our natural environment. Encourages healthy living.	- Improves non-motorized transportation for persons in areas with a greater percentage of minorities and low-income households than the regional average - Enhances non-motorized access to active living/health facilities (e.g. parks, senior centers, medical facilities) - Demonstrates a measureable benefit in air quality - Provides or enhances access to historic districts or cultural areas - Provides other measurable environmental benefits	9, 10, 18
Economic Development	Demonstrates local or regional economic benefits that exceed infrastructure investments. Supports investments in local/interregional tourism.	- Supports community/regional development projects such as revitalization, redevelopment, and job creation - Incorporates durable, low-maintenance materials - Creates infrastructure in support of state, local, and/or regional tourism activities - Links to, extends, or enhances regional bicycle routes, such as the proposed US bike route system (http://www.adventurecycling.org/routes-and-maps/us-bicycle-route-system/national-corridor-plan/)	9, 10, 14, 18, 22, 23

Table 2: Project Readiness (Represents 25% of the Total Evaluation Score)

Criteria Categories	Criteria Description	Criteria Evaluation Factors	Topics in Nomination Form
Project Readiness	Demonstrates the ability to advance the project to construction immediately, if selected for funding. Provides evidence that the construction plans are under development.	• Status of design/engineering • Status of environmental documentation • Status of right-of-way/property acquisitions • Local government demonstrates the ability and willingness to advance this project immediately upon selection	10, 13, 15, 16, 17, 21, 23

Table 3: Local Funding and Support (Represents 25% of the Total Evaluation Score)

Criteria Categories	Criteria Description	Criteria Evaluation Factors	Topics in Nomination Form
Local Funding	Demonstrates commitment to provide the local match.	• Demonstrates financial soundness • Commits to provide local match (e.g., resolution or ordinance) • Commits to overmatch in cash (exceeds required 20% local match)	12, 22, 23, 24, 25, 26
Planning	Provides evidence that the project is identified on a locally approved transportation plan(s)/program(s).	• Supports and/or identified in local and regional plans, including but not limited to bikeway, pedestrian, safe routes to school, or other related transportation plan(s)/program(s) adopted by the local government or MPO.	18, 19
Public Support	Demonstrates strong community support through collaboration, outreach, involvement and partnerships. Demonstrates efforts to engage the public in project planning and development.	• Provides a synopsis of their public outreach plan • Provides documentary evidence of public support	9, 13, 14, 16

F. PROJECT NOMINATION FORM

This program guide is intended to work in conjunction with TxDOT's 2017 TA Set-Aside Project Nomination Form, located on the department's website at:

<http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>

Each topic in the nomination form is presented below with additional guidance and examples, where appropriate. Contact your local TxDOT district TA Set Aside Coordinator for further clarifications. Refer to topics **R** and **S** of this guide to review the **TxDOT District Map** and identify the **TA Set-Aside Coordinator** in your area. Project sponsors are strongly encouraged to visit with their local district TA Set-Aside Coordinator and discuss their proposed project(s) prior to final project submission(s) to the department. Also review topic **E. Project Evaluation and Selection Criteria** in this guide and address criteria categories where appropriate.

Applicant Information

1. Project Sponsor Name

Insert the project sponsor's name in the box provided below this topic in the Excel project nomination form.

2. Jurisdiction Population (based on the 2010 U. S. Census)

Using the information from the 2010 Decennial U.S. Census, type the population of the jurisdiction in the box provided. Once the population is entered, the second white box below will automatically populate with **Nonurban** (population areas of 5,000 or less), **Small Urban** (population areas of 5,001 to 200,000), or **Not Eligible** (population areas greater than 200,000).

2010 Decennial U.S. Census at:

https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml

Note: Per TxDOT's TA Set-Aside rules, population areas greater than 200,000 are not eligible for TA Set-Aside funding administered by the department in its 2017 Call for Projects.

3. Type of Organization/Agency/Authority

In the box provided below this topic, click on the down arrow and select the project sponsor's "Type of organization" from the dropdown menu.

Note: To be an eligible project sponsor, the entity must be legally able to enter into a local agreement with the department for a federally funded transportation project. The project sponsor may need to provide the department a reference to review their enabling legislation/legislative authority. Where applicable, insert a reference in the box next to *Enabling legislation/legislative authority for Project Sponsor (if applicable)*. For recognized governmental entities, the project sponsor may enter N/A.

4. Project Sponsor Contact Information (Authorized Representative)

Insert the project sponsor primary contact person's name, title, mailing address, city, zip code, telephone number, and email address in the boxes provided. In the boxes provided to the right, insert the project sponsor's physical address, main telephone number, and website (if available).

The project sponsor's contact person must have the authority to speak on behalf of the project sponsor. This person should have working knowledge of the project and be able to answer questions.

Project Name and Location

5. Project Name

In the box provided below this topic, give your project a name that is logical and concise.

Note: In topic 6 you will identify the eligible project activity. Use the project activity to help create a logical project name.

Examples:

- Llano ISD SRTS
- Marfa's FM 1112 On-road Bikeway
- Cass County Sidewalks, Phase 2
- Haslet's Shared Use Path, Section 3
- Lamar County NETT RR, SUP Phase 2
- Presidio Downtown Intersection Improvements

6. Eligible Project Activity

In the box provided below this topic, click the down arrow and select the activity that best describes the project. If multiple activities are proposed, select the activity where the highest financial investment is proposed.

7. Project Location Information

In the box next to **TxDOT District**: click on the down arrow and select the district where the project is located. Refer to topic **R** of this guide to identify the **TxDOT District**. Refer to topic **S** to identify the **TA Set-Aside Coordinator** in your area. In the box next to **Texas County**: click the down arrow and select the county where the project is located.

Note: If a project involves more than one county, select the county where a majority of the work will be done.

Note: Proposed improvements may be located on state-maintained roadway right-of-way (on-system) or on property owned by the project sponsor (off-system).

Note: Project proposals that include state-maintained right-of-way or have a direct effect on an existing state-maintained roadway **must have a recent letter of consent, addressed to**

the project sponsor, and signed by the current TxDOT District Engineer; this consent cannot be delegated down.

Identify the project location using street name, adjacent waterway, or other identifying landmarks or features. Include the project limits in descriptive form (from and to) *and* using longitude/latitude in degrees, minutes, and seconds. Also under **Project dimensions** provide the project's total length, facility width, and material depth, where appropriate.

If the project involves multiple locations, describe the primary location and provide the total length of all improvements in the Excel nomination form. As an attachment to the nomination, provide a complete list of all improvement locations (including the primary location) using descriptive limits and longitude/latitude in degrees, minutes, and seconds.

Example chart for projects with multiple locations:

No.	Project Location	From/ To	Descriptive Limits	Latitude			Longitude			Length (Mile)
				D	M	S	D	M	S	
1	W Brown St	From	N Peach St	30	21	20.22	103	40	50.79	0.56
		To	N 14th St	30	21	34.91	103	40	21.49	
2	SH 118 (N 5th St)	From	E Ft Davis Ave	30	22	8.74	103	40	1.87	0.57
		To	E Avenue A	30	21	42.47	103	39	47.38	
3	SH 223 (E Hendryx Dr)	From	SH 118	30	22	19.55	103	40	2.87	0.40
		To	Antelope Dr	30	22	26.71	103	39	41.17	

Label attachment as **Project Location Information - Attachment A** - No more than 2 pages.

8. Legislative Representatives

In the boxes provided below this topic, identify the legislative districts and representatives with jurisdictional responsibilities within the project limits.

Project Information

The **Project Description** and **Project Details** are two of the most important components supporting a successful project nomination. A concise description of the project's characteristics and benefits should highlight as many of the selection criteria categories as possible, facilitating evaluation of the nomination package. To make the best use of the space provided, first ensure that the project description and details provide a complete picture of the proposed project, and then highlight how the project would meet individual criteria evaluation factors. Focus on elements that may not already be addressed in other numbered topics in the nomination form.

Note: Review tables 1, 2, and 3 under topic **E. Project Evaluation and Selection Criteria** with special attention to the column entitled *Topics in Nomination Form* and be aware that topics 9 and 10 in the nomination form are identified as primary locations to address selection criteria categories.

9. Project Description

Provide a well-developed narrative about the project for which the project sponsor is seeking funding. Describe the **Eligible Project Activity** selected from the dropdown under topic 6 on page 1. Explain the benefits the project will provide to the surface transportation system. Include details about proposed improvements and summarize the work activities to be performed. Review topic **E. Project Evaluation and Selection Criteria** in the 2017 TA Set-Aside Program Guide and address **Criteria Categories** where appropriate.

10. Project Details

Provide maps, typical sections, charts/diagrams, and photographs to describe the proposed project and improvements in detail. **A location map and a project layout map are a minimum requirement.** A typical section is requested. The project layout map must be at a scale to clearly identify street names, community landmarks and features, as well as the project's beginning and ending. If the project plans are 30% or more complete, include only the title sheet and example sheets as attachments to the nomination form and provide a web link for plan review. For clarification on bikeway types, see topic **T. Bikeway Terminology**.

Within the nomination form, provide a response to the following:

- **The construction plans for this project are currently:**

In the box provided, click the down arrow and select the status of plan development from the following:

- **Not Started**
- **Under Development**
- **Completed**

In the second box insert the percentage of completeness. If the project plans have not been started, enter zero: _____% **complete**.

Project sponsors with project plans 30% or more complete **MUST** provide the department access to review the plans. A 30% complete plan set should include typical sections, pavement design, a detailed project layout plan, and any special details or designs developed for the project.

- **Insert plan review link:** _____

In the box provided, insert a web link, if applicable.

All supporting exhibits submitted must be legible, clearly labeled, and convey useful information. These exhibits may include maps, photographs, diagrams, and drawings. Hand-drawn or computer-generated sketches may be used. Photographs should be linked to a map to identify the location, the direction the photograph was taken, and approximate date of the photograph. A map providing area information, including community destinations such as commercial centers, schools, recreation facilities, medical facilities, institutional buildings, etc. is also useful to evaluate project benefits.

The department strongly recommends providing typical sections. These exhibits do not need to be professionally prepared. Typical sections help convey the location and design of proposed improvements by showing the type, width, and depth of materials proposed and the project's relationship to surrounding elements. This information is needed to evaluate bridges, bike lanes, shared use paths, and sidewalks.

Sidewalks should be wide enough to accommodate the volume and type of pedestrian traffic expected in the area. Sidewalks **MUST** have a minimum clear width of 4 feet. A 5-foot-wide sidewalk is preferred, and where the sidewalk is placed immediately adjacent to the roadway curb, a sidewalk width of 6 feet is recommended (particularly when adjacent to a state-maintained roadway). For *Safe Routes to School* projects, a minimum width of 6 feet is recommended. Sidewalks must conform to the *Public Right of Way Accessibility Guidelines* (latest edition) as published by the US Access Board or the 2010 ADA Standards and Texas Accessibility Standards, as applicable.

Shared use paths should be wide enough to accommodate the expected traffic. The minimum paved width for a two-directional shared use path is 10 feet; however, 12-foot-wide or wider may be recommended/necessary, particularly in urbanized areas.

All design criteria for on-road and off-road bicycle facilities must comply with the *Guide for the Development of Bicycle Facilities* (latest edition) as published by the American Association of State Highway and Transportation Officials (AASHTO).

- **Primary Facility Type:**

In the dropdown box select from the following:

- Bike Lane
- Protected Bike Lane
- Cycle Track
- Shoulder Improvements
- Shared Use Path
- RR Corridor Improvements
- Sidewalk
- SRTS
- Other Safety Improvements

- **Surface Type/Material:**

- Concrete
- Asphalt
- Crushed Rock
- Other

- **Does the project include lighting adjacent to a roadway within state-maintained right-of-way**

In the dropdown box provided, select Yes or No.

Note: Department policy dictates that lighting on state-maintained right-of-way for adjacent paths must be adequate to illuminate the roadway system. It is essential that the project sponsor consult with the department's district personnel to make sure that the project budget allows for this additional cost and that the proposed lighting meets the department's requirement.

Note: Projects that include state-maintained right-of-way or have a direct effect on an existing state-maintained roadway **must have a recent letter of consent, addressed to the project sponsor, and signed by the current TxDOT District Engineer;** this consent cannot be delegated down.

Within the nomination form under topic **10. Project Details**, identify whether the project includes a bridge or bridges (include the number of proposed bridges). If more than one bridge is proposed, identify the bridge with the highest value and provide design details for that bridge in the nomination form using the fill-in and dropdown boxes (to include bridge length, width, rail type, and structural materials). Identify additional bridges and bridge details in an attachment (also include the bridge identified in the nomination form in the attachment). Provide any available hydraulic evaluation as an attachment.

Bridge construction type (new or rehabilitation), total number of bridges, materials, length, width, and rail type are a minimum requirement. Bridges **MUST** be designed in conformity with the approaching path. Also, the bridge length should be adequate to accommodate the existing stream hydraulics, where applicable.

The project sponsor should consider economic feasibility and aesthetic appeal when selecting bridge construction materials. If a decommissioned highway truss is being repurposed for the project, the Certificate of Eligibility from the State Historic Preservation Office (SHPO) should be included in the nomination package or demonstrate appropriate coordination.

Within the nomination form answer the following questions:

- **Does the project include bridge improvements?**
In the dropdown box select from the following:
 - Yes, rehabilitation only
 - Yes, new bridge(s)
 - No
- **Number of proposed bridges: _____**
Insert the actual number of bridges proposed as part of the project.
- **Bridge construction**
In the dropdown box select from the following:
 - Prefabrication
 - On-site

- **Bridge length:** _____
Insert the proposed bridge length.
- **Bridge Width:** _____
Insert the proposed bridge width.
- **Structural Materials (Deck/Beams):**
In the dropdown box select from the following:
 - Concrete/Steel
 - Wood/Wood
 - Concrete/Concrete
 - Concrete/Truss
 - Wood/Truss
- **Rail Type:**
In the dropdown box select from the following:
 - Pedestrian
 - Traffic

All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition).

The following chart is included as an example of how to represent additional bridges in an attachment. Identify bridge locations on a map and include as an attachment.

Map ID	Type/Name	Feature Crossed	Bridge Work	Construction Type	Structural Material	Length	Width*	Rail Type
1	Pedestrian Bridge	Doe Creek	new	On-site	Wood/Wood	40'	10'	Pedestrian
2	Shared Use Path	Caney Creek	new	On-site	Concrete/Concrete	65'	16'	Traffic
3	7th Street Bridge	Ave. A	rehab	On-site	Concrete/Steel	80'	40'	Traffic
4	Shared Use Path	Brays Bayou	new	Prefabrication	Concrete/Steel	120'	28'	Traffic

* Clear distance inside rail to inside rail

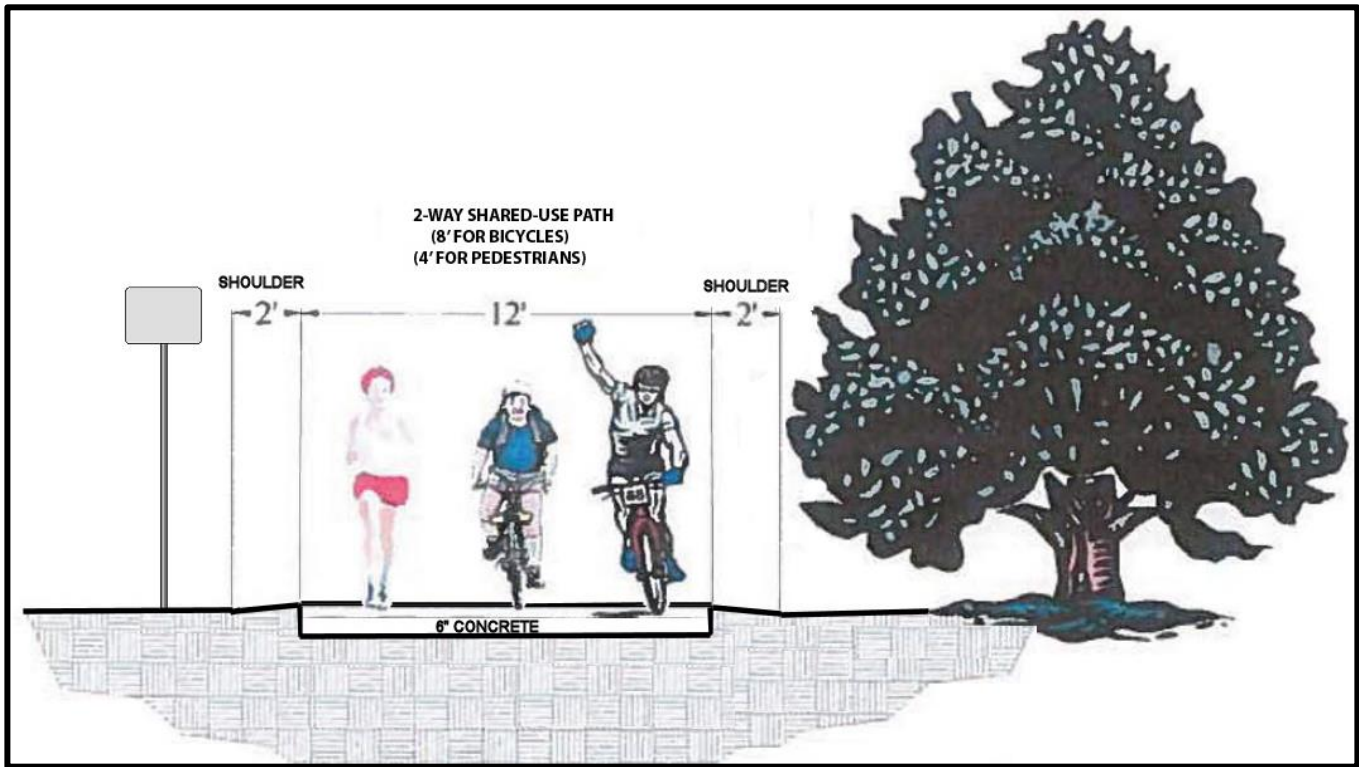
Traffic calming measures may also be included as part of a project nomination. The purpose of traffic calming is to reduce motor vehicle speeds without restricting access. Traffic calming is largely accomplished using physical measures in the roadway such as speed humps and traffic circles.

Traffic control devices such as signs, signals, and markings are designed to regulate, warn, guide, and inform. All pavement markings, signals, and signage must comply with the 2011 Texas Manual on Uniform Traffic Control Devices.

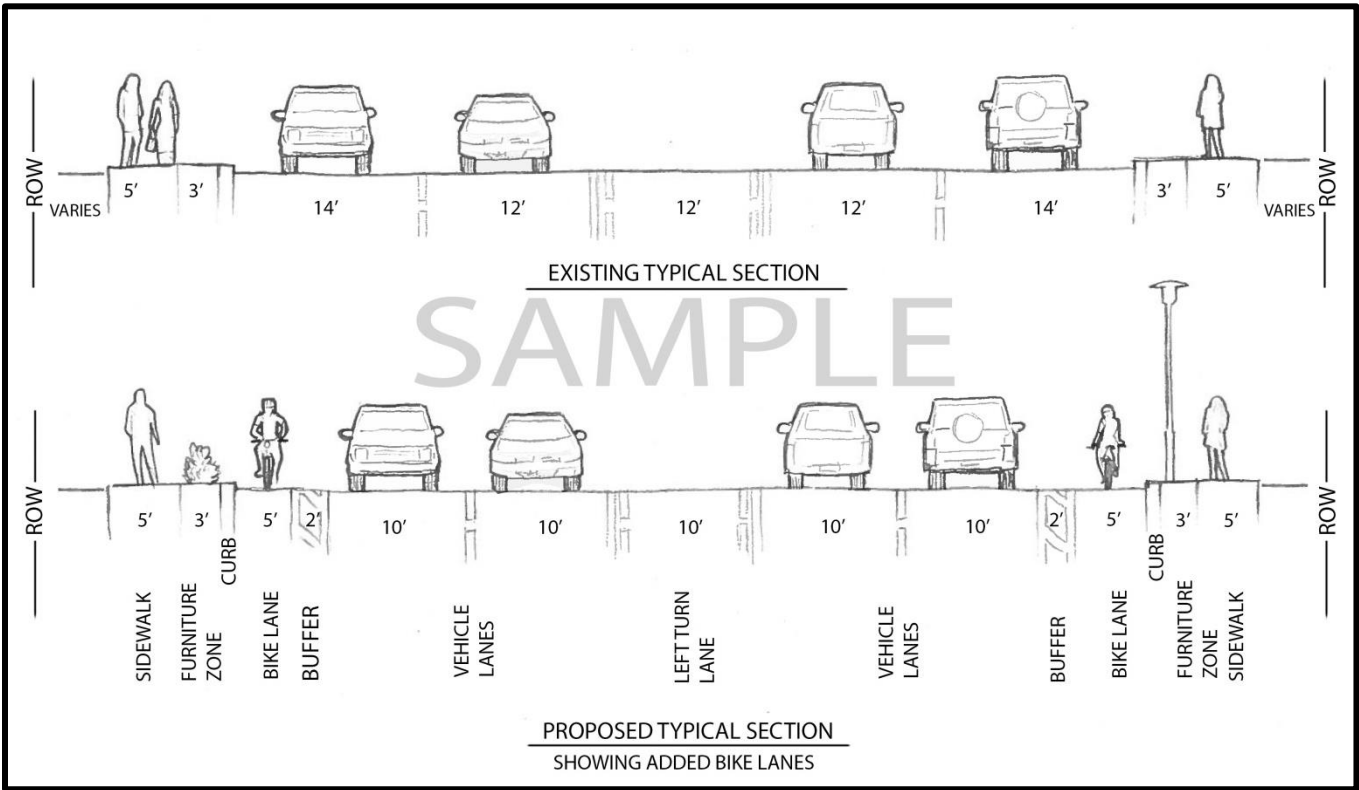
Label attachment(s) as **Project Details - Attachment B** - No more than 15 pages.

See example typical sections on the following pages.

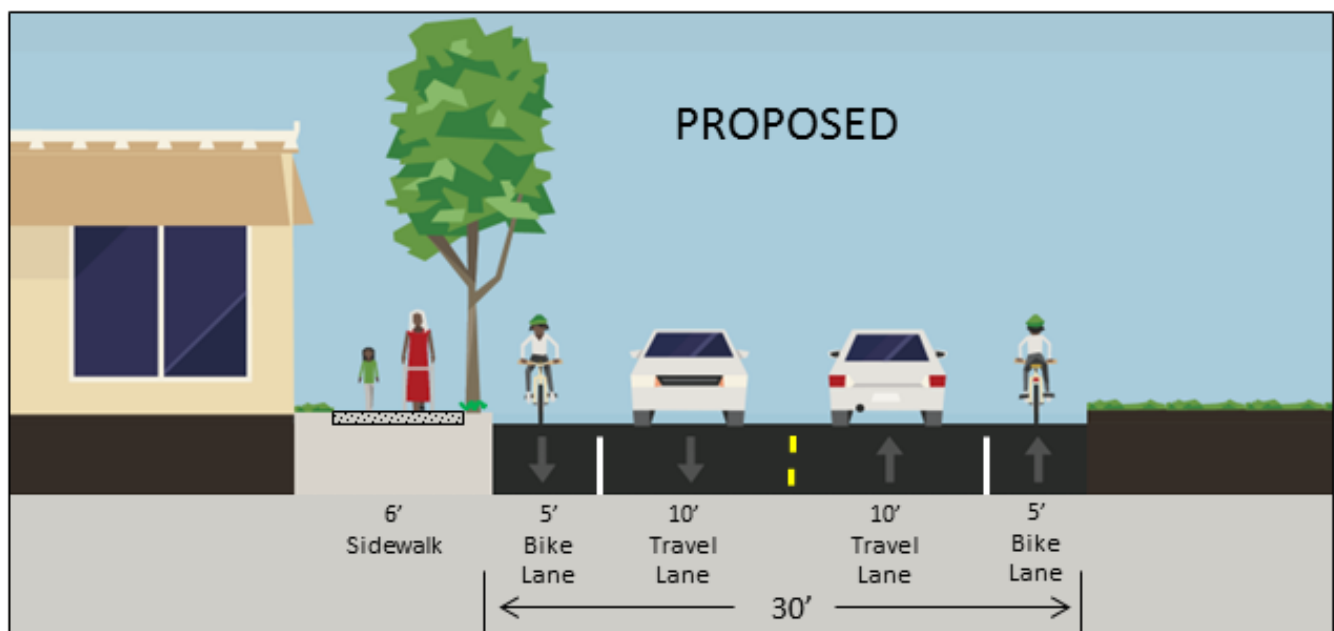
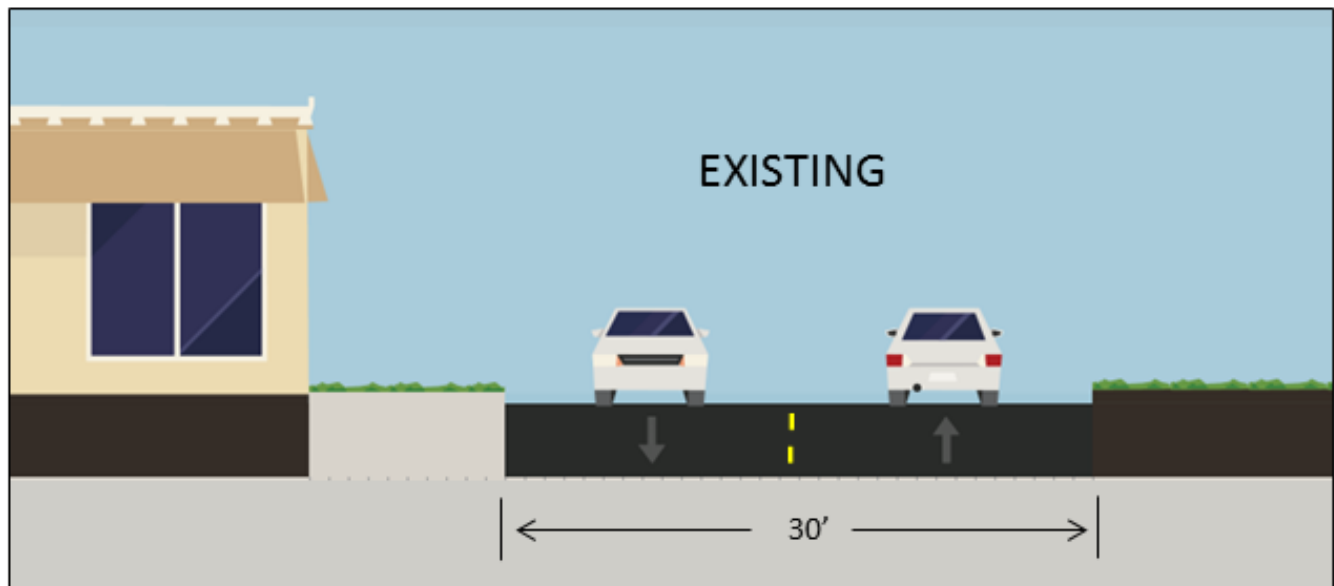
Example Typical Section 1



Example Typical Section 2



Example Typical Section 3



11. Project Priority Ranking by Project Sponsor

There is no limit to the number of project nominations a project sponsor may submit; however, the project sponsor must numerically prioritize the projects they submit. For only one project nomination enter 1 of 1, for multiple projects from the same project sponsor enter 1 of 3, 2 of 3, 3 of 3 (if 3 were the total number of projects submitted, then 1 would be the highest priority).

12. Official Project Sponsor Funding Resolution or Ordinance

The project sponsor's resolution/ordinance MUST include the following written commitment: "The project sponsor supports funding this project as described in the 2017 TA Set-Aside Nomination Form (including the construction budget, the department's 15% administrative cost, and the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The project sponsor is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding."

Note: The commission will specify a fixed amount of TA Set-Aside funds for each project. Project costs in excess of this amount are the responsibility of the project sponsor. The project sponsor may seek additional funds in a subsequent program call; however, 2017 funded projects MUST be let for construction within three years from date of selection by the commission or the project will be terminated.

Note: Project sponsors with multiple project nominations should provide a separate resolution for each project nomination that clearly describes the proposed project.

Label attachment(s) as **Certification of LG Funding - Attachment C** - No more than 10 pages.

13. Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) Inclusion Letter

Is this project located within the boundaries of an MPO?
In the dropdown box provided, select yes or no.

If the project is located within the boundaries of an MPO, then the nomination package must include a letter from the MPO to the project sponsor indicating the MPO's willingness to include the project in the local MPO's TIP, if funded.

Label attachment(s) as **MPO TIP Letter - Attachment D** - No more than 2 pages.

14. Public Involvement and Support

- a. Provide a brief summary of the public engagement activities and support for this project in the text box below this topic. Include dates, event details, and outcomes. A bulleted list in the box provided or a bulleted list, table, or chart as an attachment is recommended.

Chart Example:

Date	Event	Outcome
12/31/2012	Public Meeting - SRTS Plan	Presented proposed Milam ISD SRTS Plan to community; general public support
2/14/2014	Open House - Milam MS Trail	Presented trail project to neighborhood; 12 citizens attended; all in support of project
3/17/2014	Website and online survey - Milam MS Trail project	50 citizens visited website and took survey; 88% supported the project

Bullet List Example:

- 6/1/2015 Meeting with adjacent property owner - property owner agreed to relocate fence to accommodate project construction (letter attached)
- 7/15/2015 Presentation to Milam ISD PTA - MISD passed resolution supporting project (resolution attached)
- 7/17/2015 Presentation to Whispering Oaks Neighborhood Association (WONA) – WONA passed a resolution in support of project (resolution attached)
- 7/20/2016 Presentation to Milam City Council - ordinance supporting the project (ordinance attached)
- 7/27/2016 News article - described community presentations and local support (article attached)
- 2/14/2017 Letter from Congressman Johnson - expressed support for project (letter attached)
- 2/16/2017 Letter from Downtown Business Alliance - supports project (letter attached)
- 2/20/2017 Letter from Mr. Bob Jones - indicated a willingness to enter into negotiations for ROW acquisition (letter attached)

- b. Attach letters and other documentary evidence that supports the summary provided and/or demonstrates public involvement and/or local support for the project.

Note: In addition to support from the local jurisdiction, the project sponsor needs to provide documentary evidence of support for the project from the affected/adjacent property owners.

Label attachments as **Public Involvement/Support - Attachment E** - No more than 10 pages.

15. **Environmental Documentation**

Environmental compliance documentation is required for all federally funded transportation projects.

Label attachment(s) as **Environmental Documentation - Attachment F** - No more than 10 pages.

Categorical Exclusion (CE) documentation is generally what is required for TA Set-Aside project activities; however, with any action, impacts may occur whereby more substantial environmental documentation could be required [Environmental Assessment (EA) or Environmental Impact Statement (EIS)].

CEs are defined in 40 CFR 1508.4 as projects that do not individually or cumulatively have a significant environmental effect.

A project sponsor is responsible for completing the following tasks:

- Review the proposed project activities to determine if they meet the criteria outlined in 23 CFR 771.117 to be classified as a CE; preparation of an EA may be required for projects that don't meet the criteria for a CE
- Determine the required environmental compliance tasks
- Collaborate with the department representative (typically the department's local district environmental coordinator) to prepare the project scope that outlines the required environmental tasks and associated responsibilities
- Ensure that any required environmental studies, resource agency coordination, and public participation are completed
- As agreed to in the scope, prepare all required documentation that supports the environmental determination (CE, EA or EIS)
- Maintain the project file for submittal to the department
- Document and implement any environmental permits, issues, or commitments

The department's environmental staff will be responsible for coordinating the required environmental studies with the appropriate resource specialists, including relevant specialists at other state and federal agencies, as applicable. For example, impacts to historic properties will be coordinated through the department as part of the project's environmental documentation process. Depending on the nature of the historic property, State Historic Preservation Office (SHPO) coordination can take several months to complete.

For more information on the department's environmental processes please refer to the following resources:

- *Environmental Handbook for Categorical Exclusions:*
<http://ftp.dot.state.tx.us/pub/txdot-info/env/toolkit/610-01-gui.pdf>
- *Environmental Handbook for Environmental Assessments:*
<http://ftp.dot.state.tx.us/pub/txdot-info/env/toolkit/620-05-gui.pdf>
- *TxDOT's Environmental Compliance Toolkits:* <http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits.html>
- *TxDOT's LGP Management Guide Chapter 5:*
<http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/guide.pdf>

Environmental determination approval is a required step in the project development process. A Memorandum of Understanding between FHWA and TxDOT entitled *Concerning State Of Texas' Participation in the Project Delivery Program Pursuant To 23 U.S.C. 327 (December 2014)* assigned authority to TxDOT to make FHWA project decisions for assigned projects. Therefore, in most cases, the department (rather than FHWA) will provide the final environmental review and project decision for 2017 TA Set-Aside projects.

The project sponsor is encouraged to work closely with the department's local district environmental coordinator on project scope and environmental documentation requirements. This will significantly facilitate the development and approval of environmental documentation. Once a project sponsor submits required environmental documentation to TxDOT, the department's review, resource agency coordination, and the environmental decision process can take as little as a few days or as much as several months. The length of this process depends on the complexity of the project and the completeness and accuracy of submitted information.

Completion of TxDOT's NEPA Scope Development Tool is recommended to identify the level of environmental documentation and any resource assessments/agency coordination needed for the proposed project. Include, as attachments, TxDOT's NEPA Scope Development Tool (if completed) as well as any documentation of prior environmental clearance or resource agency consultation on the proposed project.

Label attachment(s) as **Environmental Documentation - Attachment F** - No more than 10 pages.

16. Property Ownership and Acquisition Information

All proposals must provide documentary evidence of the project sponsor's property rights by title of ownership, lease, or easement for all property within the project limits. In the Excel project nomination form, respond to the following questions:

- a. Has the property needed for the project already been acquired?

In the box provide click on the down arrow and select Yes or No.

If No, how many parcels will need to be acquired? Within the nomination form in the text box provided, list the number of parcels needed. Include a commitment letter from current owner(s) demonstrating a willingness to transfer the parcel/property to the project sponsor in accordance with state and federal laws, if funded. (See the LGP Toolkit, Form 6-4 of the Best Practices Workbook, for a sample full donation letter with the required language.)

- b. Are there any known encroachments (e.g., utilities, fences, adjacent property improvements)?

In the box provided, click on the down arrow and select Yes or No.

If Yes, identify known encroachments.

- c. Note: Project property acquired after 1971 must have been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act (Uniform Act).

Was property acquired after 1971 in accordance with the Uniform Act?

In the box provided, click on the down arrow and select Yes or No.

If No, in the text box provided below this topic, briefly describe when and how the property was acquired.

Improvements may be proposed on state-maintained roadway right-of-way (on-system) or on property owned by the project sponsor (off-system).

Note: Projects that include state-maintained right-of-way or have a direct effect on an existing state-maintained roadway **must have a recent letter of consent, addressed to the project sponsor, and signed by the current TxDOT District Engineer (DE)**; this consent cannot be delegated down. The DE letter should be included as an attachment under this topic.

Note: A project that will require the acquisition of real property through the exercise of eminent domain or condemnation is not eligible for participation in the department's 2017 TA Set-Aside Call for Projects.

Label attachments as **Property/Ownership/Acquisition - Attachment G** - No more than 10 pages

For requirements and information on how to acquire right of way and accommodate utilities, refer to the department's LGP Management Guide, Chapter 6 *Right of Way and Utilities*.

17. Railroad Support/Right of Entry Letter

Does the project encroach or cross railroad right-of-way?

In the box provided, click on the down arrow and select Yes or No.

If yes, the project sponsor **MUST** include documentary evidence from the railroad in support of the project and, where appropriate, a willingness by the affected railroad to enter into an agreement/contract with the local government for project implementation and provisions for right-of-entry for project construction. Where applicable, a cost for railroad work **MUST** be included in the budget.

If the project encroaches or crosses railroad right-of-way, has coordination with the railroad begun?

In the box provided, click on the down arrow and select Yes or No.

Does the project include railbanked railroad right-of-way?

In the box provided, click on the down arrow and select Yes or No.

Note: Some existing/proposed railroad agreements may exceed the 10 page limit; if so; include only the pages needed to demonstrate the status of coordination and responsibilities of the parties.

Note: Improvements requiring changes to tracks or train activated warning devices MUST be completed by the railroad at a cost to the project sponsor. The estimated cost for railroad improvements will include flaggers and oversight by the railroad. All railroad costs MUST be included in the Itemized Budget Section.

Advanced railroad coordination is strongly recommended and may be essential for funding consideration. Obtaining railroad approval can take several months and in some instances several years. If the project sponsor has not been in contact with the affected railroad, the project may not be ready for funding consideration.

Label attachment(s) as **RR Right of Entry/Support Letter - Attachment H** - No more than 10 pages

18. Local Bicycle, Pedestrian, or other Transportation Plan (If applicable)

Is the proposed project included in a local transportation plan?

In the box provide, click on the down arrow and select Yes or No.

If yes, include as an attachment only the cover and pages from the plan referring to this project. Projects not identified in a local transportation plan MUST provide documentary evidence of support for the project from the community and local jurisdiction.

Label attachment(s) as **Local Plan/Support-Attachment I** - No more than 10 pages.

In addition, the project sponsor may provide a link to their transportation plan. In the text box provided, insert the local transportation plan web link.

Insert transportation plan web link: _____

19. Safe Routes to School (SRTS) Plan (If applicable)

Is the proposed project included in a SRTS plan?

In the box provided, click on the down arrow and select Yes or No.

If yes, include as an attachment only the cover and pages from the SRTS plan referring to this project. Projects proposed to improve the ability of students to walk and bicycle to school, that are not identified in a SRTS plan, MUST provide documentary evidence of coordination between the affected school(s), local government, and possibly residents, neighborhood associations, or businesses.

Label attachment(s) as **SRTS Plan/Coordination-Attachment J** - No more than 10 pages.

In addition, the project sponsor may provide a link to their SRTS plan.

In the text box provided, insert the local SRTS plan web link.

Insert SRTS plan web link: _____

SRTS projects require coordination between the local jurisdiction responsible for the roadways/sidewalks/paths leading to schools and the school district responsible for affected school campus (es). Project funding for SRTS improvements is limited to public right-of-way and cannot be used for internal school campus improvements.

The local government usually nominates a SRTS project because a majority of the improvements are located within roadway right-of-way maintained by the local government. When a second party such as a school district agrees to provide a portion of the local funding match, it is the local government's responsibility to execute an agreement with the second party for any funding commitments and secure a right-of-entry for project construction. The project sponsor is 100% responsible for the local match and project development.

20. Transition Plan for ADA Compliance

Does the project sponsor have a Transition Plan for ADA compliance in place?

In the box provided, click on the down arrow and select Yes or No.

If yes, include as an attachment only the cover and pages from the plan that are relevant to this project.

Label attachment(s) as **ADA Transition Plan - Attachment K** - No more than 10 pages.

21. Project Timeline

Estimate the amount of time it will take to complete this project (from the current state of project planning/design through construction). Estimate the time required for each activity listed in the nomination form. Several activities may be accomplished concurrently (such as environmental documentation, PS&E development, and property acquisition); as a result, the **Total Projected Time Estimate in Months** will be less than the total of the time estimated for each activity.

Label attachment(s) as **Project Timeline - Attachment L** - No more than 2 pages.

Provided on the following pages are guidelines to help project sponsors develop their timeline chart and enter the estimated time for each activity listed in topic **21. Project Timeline** in the 2017 project nomination form. The estimated timeframes below are based on similar federally funded projects and are only intended to serve as guidelines. They are in no way a representation of the actual timeline for a specific project.

- **Planning Activities** (minimum 6 months)

(Include the project in the STIP, execute local agreement between the department and project sponsor, complete required local government training, assign local government and department roles and responsibilities, etc.)

Planning activities will vary depending on the project type, current status of project development, project letting (local/department), and whether any pre-construction costs are being proposed as in-kind contributions towards construction.

Note: Any costs incurred prior to project selection, project inclusion in the Statewide Transportation Improvement Program (STIP), execution of the local agreement, and authorization from the department to proceed will not be eligible for consideration as an in-kind contribution.

Project sponsors with projects located within the boundaries of an MPO will be required to submit their project to the MPO for inclusion in the local Transportation Improvement Program (TIP), a process that can take several months. (Note: verify TIP amendment schedule with your local MPO). Projects within the boundaries of an MPO MUST have the project identified in the local TIP before the project can be added to the department's statewide TIP (STIP). For projects located outside the boundaries of an MPO, the department will be responsible for including the project in the department's rural TIP and STIP through a quarterly amendment process. The STIP MUST be approved by FHWA.

All project sponsors awarded funding under the TA Set-Aside program who propose to manage the construction phase of the project or seek eligible pre-construction activities to be used as "in-kind contributions" are required to designate a *"Responsible Person" in Charge* (RPIC), a *"Project Manager"* (PM), and a *"Qualified"* person in accordance with TxDOT's Local Government Project Program (LGPP). Refer to TxDOT Local Government Projects Toolkit for requirements.

Through its LGPP Qualification Program, the department offers a course to train and qualify individuals working on projects having state and federal funds. Anyone working directly on or overseeing local government projects such as TA Set-Aside projects are encouraged to complete the LGPP training. The department requires all persons "Qualified" through this program to successfully complete the LGPP qualification course at least once every three years. For local government project guidance and training visit the department's LGPP website: <http://www.txdot.gov/government/programs/local-government-projects.html>. It is recommended that the project sponsor's "Qualified" person complete the LGPP training as soon after project selection as possible.

In order for the department to authorize a local entity to manage elements of a project with FHWA or state funds, the department MUST perform a Local Government Risk Assessment. This assessment allows the department to evaluate the project sponsor's qualifications to perform one or more elements of the project development process for an FHWA- or state-funded project and set an appropriate level of department oversight.

Additional information on the Risk Assessment process is available at the following website:

<http://www.txdot.gov/government/programs/local-government-projects.html>.

The department will draft the local agreement (Advance Funding Agreement) for execution by the project sponsor's governing board (e.g., city council or commissioners' court) and the department. Upon full execution of the local agreement, the department will provide written authorization to the project sponsor to proceed with project development. These department-led activities (TIP, STIP, and execution of the local agreement) can take 6 to 12 months to complete.

Project Design and Plan Preparation (minimum 6 months)

(Solicit, select, negotiate, and execute contract(s) for engineering and environmental services. Develop construction Plans, Specifications, and Estimates (PS&E) to state and federal standards. Include time for review by department district and division staff, a *Registered Accessibility Specialist* (RAS), and other agencies as needed.)

Refer to the department's **LGP Management Guide**, Chapter 2 *Project Initiation*, Chapter 4 *Preliminary Engineering and Design*, and Chapter 7 *PS&E Development* to obtain a better understanding of the required tasks and time to complete this phase.

The project sponsor is responsible for plan preparation, environmental documentation, and other design-related activities including required reviews. See Environmental Clearance discussion below for timeline information on that process. If consultant services are proposed as an in-kind contribution toward the local match for construction, then the pre-procurement activities must be overseen/reviewed and approved by the department for compliance with state and federal requirements in order to be considered eligible. These requirements are outlined in the department's LGP LGP Management Guide.

If in-kind contributions for engineering/environmental services are authorized, the project sponsor is required to submit plans to the department for review at progressive stages of development to ensure that state and federal standards are met (e.g., 30%, 60%, 90%, and 100% completion). For all other projects, design reviews at agreed-upon stages of development. Contact your local TxDOT district office to establish expectations.

If the estimated construction cost of the project is \$50,000 or greater, the project must be reviewed by a RAS that is licensed by the Texas Department of Licensing and Regulation (TDLR). This may require an additional two months in the review

process. As a result, include a minimum of three months for TxDOT's final plan review.

- **Environmental Clearance** (minimum six months)
(Complete the Project Scoping Tool, environmental documentation, and appropriate resource studies; consider environmental mitigation, permits, and review by resource agencies). All documentation and exhibits must meet state and federal standards. See LGP Management Guide, Chapter 5 *Environmental Compliance*.

For projects with minimal environmental impact, like most bicycle and pedestrian projects, the environmental evaluation can be initiated at the same time as design development. In general, for federally funded projects, the environmental document **MUST** be approved prior to any right-of-way acquisitions.

Completion of TxDOT's NEPA Scope Development Tool is highly recommended to identify the level of environmental documentation and any resource assessments/agency coordination needed for the proposed project. If the project is located within or adjacent to a potentially eligible National Register historic site/district or protected species habitat, include additional time (from a few weeks to several months) for review by appropriate resource agencies. For more information on environmental documentation requirements review topic **15. Environmental Documentation** in this guide. Consult with local TxDOT district environmental staff for clarification.

Right-of-Way (ROW) Acquisition (acquisitions should occur after environmental clearance)
(Include time for surveying, appraisals, title transfer, etc. Only incidental utility adjustments may be eligible for federal participation.) Refer to the department's LGP Management Guide, Chapter 6 *Right of Way and Utilities*.

In general, environmental clearance occurs prior to ROW acquisition for federally funded projects. Once the ROW boundaries are established, preliminary steps toward acquisition, such as surveying and appraisals, can begin. After environmental clearance is obtained, ROW acquisition can be completed. However, if a local government project sponsor chooses to use its own funds for advance property acquisition (i.e. prior to environmental approval) without seeking federal reimbursement, the local government can do so subject to the guidance in Chapter 3, Section 8 of the department's [Right of Way Manual Vol. 2](#).

Consult with your local TxDOT TA Set-Aside Coordinator for additional clarification. All project ROW acquisitions must be evaluated in an appropriate environmental document. Additionally, all acquisitions must comply with the 1971 Uniform Act. For

additional property acquisition guidance, review topic **16. Property Ownership and Acquisition Information** in this program guide.

Only minor, incidental utility adjustments (e.g. relocation of a street light, fire hydrant, or surface drainage inlet) will be considered eligible costs. Major utility adjustments (e.g. installation of a drainage system, relocation of power lines) should be completed in advance of project construction letting. The total of incidental costs may not exceed 30% of the project's total estimated construction cost.

Note: Projects that include state-maintained right-of-way or have a direct effect on an existing state-maintained roadway **must have a recent letter of consent, addressed to the project sponsor, and signed by the current TxDOT District Engineer (DE)**; this consent cannot be delegated down. The DE letter should be attached under topic **16. Property Ownership and Acquisition Information**.

Note: A project that will require acquisition of real property through the exercise of eminent domain or condemnation is not eligible for participation in the department's 2017 TA Set-Aside Call for Projects.

- **Project Construction/Implementation** (Construction letting, award, construction, project close-out, and maintenance)
(Include time for advertising, procurement of construction contractor, contract negotiations, site preparation, construction, inspection, project close-out, etc.) Refer to the department's **LGP Management Guide**, Chapter 8 *Letting and Award*, Chapter 9 *Construction*, and Chapter 10 *Project Close-Out and Maintenance* to better understand required tasks and durations.

The project sponsor should incorporate a minimum of two months in advance of construction letting to finalize bid documents, advertise, and award the construction project.

Construction costs eligible for reimbursement can only be incurred after federal authorization (i.e., Federal Project Authorization and Agreement (FPAA)) and the department's state letter of authority to proceed have been issued. The department in coordination with the project sponsor will establish a **"Period of Performance End Date"** for each "phase of work." The performance end date for construction establishes the date after which costs incurred are no longer eligible for federal reimbursement. Time estimates provided by the project sponsor in the nomination form should be reasonable projections; however, these time estimates may need to be adjusted based on project activities. Project Sponsors are encouraged to discuss anticipated project timelines with their local TxDOT district office prior to submitting the nomination form. For selected projects, an appropriate timeline will be agreed

upon between the department and the project sponsor and made part of the local agreement.

- **Other** – Describe briefly in the nomination form any additional project milestones not already identified.

- **Total Projected Time Estimate in Months**

Due to an overlapping of some project activities, the total projected time estimate will be less than the total of the time estimated for each individual project activity. Below are example timeline charts (A, B, and C) that outline milestone activities from very simple as shown in Chart A to more detailed as seen in Charts B and C. Example **Chart A** will be available on the department's website at:

<http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>.

In addition to completing item **21. Project Timeline** in the nomination form, project sponsors **MUST** provide a timeline chart as an attachment. **Chart A** below shows the minimum level of detail that should be provided. The detail of the project timeline should be consistent with the status of project development. Development of a timeline chart demonstrates that the project sponsor understands the process and is willing to establish a proposed construction letting date.

Label attachment(s) as **Project Timeline - Attachment L** - No more than 2 pages.

Chart A

[illegible]

Chart B

[illegible]

Chart C

1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16		17		18		19		20		21		22		23		24		25		26		27		28		29		30		31		32		33		34		35		36		37		38		39		40		41		42		43		44		45		46		47		48		49		50		51		52		53		54		55		56		57		58		59		60		61		62		63		64		65		66		67		68		69		70		71		72		73		74		75		76		77		78		79		80		81		82		83		84		85		86		87		88		89		90		91		92		93		94		95		96		97		98		99		100	
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22. Maintenance and Operation

Estimate the annual maintenance and operation costs of the project. If applicable, determine any anticipated annual income that may be derived from the project. Refer to the department's LGP Management Guide, Chapter 10 *Project Closeout and Maintenance*.

In the boxes provided below this topic, provide the estimated annual maintenance and operation costs, and identify the entity responsible for project maintenance and operation after construction. Also, indicate where an income will be derived from the project and the proposed use for that income.

Note: Any income derived from the project **MUST** be used for project maintenance and operation.

A project selected by the commission shall be maintained and operated by the project sponsor for the purpose for which it was approved and funded, and for a period of time that is commensurate with the amount of federal investment in the project. A project selected by the commission shall be dedicated for public use for the greater of: (1) a period that is commensurate with the amount of federal investment in the project; or (2)

- 10 years, if the amount of federal investment in the project is \$1 million or less
- 20 years, if the amount of federal investment is more than \$1 million.

If at any time the project sponsor can no longer maintain and operate the project for its intended purpose, the project sponsor shall consult with the department and FHWA as to disposal or alternate uses consistent with the project's original intent.

Itemized Budget Section

23. Itemized Construction Cost Estimate

Provide a detailed cost estimate of all construction costs - use appropriate units such as square yards (SY), square feet (SF), linear feet (LF), lump sum (LS), each (EA), etc.

The total amount of TA Set-Aside funds awarded to a project by the commission is fixed, based on the estimated construction budget provided in the nomination form. Therefore, the budget must be comprehensive and consider all phases of construction. Actual construction activities and quantities are expected to be refined during the design phase of project development. To ensure funding is adequate to construct the project, guidance from a professional experienced in Texas, delivering the type and scale of projects similar to the proposed activity is recommended.

The department maintains a list of average low bid unit prices on its website for highway construction projects. Costs are presented in multiple formats allowing the public to evaluate regional and seasonal trends in prices. Visit:

<http://www.txdot.gov/business/letting-bids/average-low-bid-unit-prices.html>

Most TA Set-Aside projects will be smaller in scale than typical roadway construction projects; consultation with experienced professionals may provide insight regarding cost

differences. Inflation of bid item costs to the year of expenditure **MUST** be considered. Consult suppliers, construction contractors, or other professionals as needed to develop a comprehensive estimate.

Work activities in the itemized construction cost estimate should demonstrate how the project meets evaluation criteria. For safety projects, items such as pavement markings (e.g., bike lanes, crosswalks, and painted bicycle symbols), traffic calming measures (e.g., speed humps, traffic circles, and pedestrian refuge islands), traffic control devices (e.g. signage, traffic signals, pavement markings, accessible pedestrian signals, pedestrian hybrid beacons, etc.) should be itemized. Projects may include ADA compliant curb ramps, detectable warning panels, driveway modifications, etc. to improve accessibility. Barrier crossing infrastructure could include items such as railroad planks, rehabilitation/modification of existing bridges, or new bridges/culverts for non-motorized users. Material type, construction method (e.g., reinforced concrete, steel beam, wood beam, truss), and dimensions (e.g., length, width and thickness) help demonstrate the use of durable, low maintenance materials. A well-developed budget demonstrates an understanding of the scope of work proposed, as well as material and construction activity costs. This information helps the project sponsor gain a better understanding of the project costs and activities and minimize project overruns.

Note: For funded projects, the project sponsor is responsible for 100% of the cost overruns.

The proposed budget should be inclusive of all stages of construction. Items that should not be overlooked include mobilization, site preparation, erosion control, lighting, and traffic control. For areas where substandard conditions will be upgraded to meet current standards, include costs associated with demolition of deficient elements. Consider environmental mitigation, such as stormwater control or remediation of hazardous conditions (e.g., lead paint removal or stabilization, excavation of contaminated material). Environmental remediation costs not identified in the nomination form and approved as part of a project will not be eligible for federal reimbursement.

Incidental items, such as landscaping, minor drainage improvements, minor environmental mitigation, and minor utility adjustments, may not exceed 30% of the project's total itemized construction budget. In order to be reimbursed by TA Set-Aside funds, these incidental items **MUST** be included in the Itemized Construction Cost Estimate in the nomination form.

24. Additional Construction-Related Costs

Additional construction-related costs may differ depending on whether the project is let for construction by the project sponsor or by the department. For projects let by the project sponsor, construction engineering and inspection, construction-phase project administration, or contract administration may be appropriate; whereas the project sponsor may have fewer responsibilities for projects let for construction by the department. Additional services supporting construction may be necessary, such as land survey for

right-of-way demarcation, materials testing, permitting, or geotechnical work. Items ineligible for reimbursement should not be included, such as contingency cost, field survey for design, activities associated with right-of-way acquisition (e.g., appraisal, parcel survey, title transfer), or legal services.

25. In-Kind Contributions

Eligible cost(s) proposed to reduce the Local Government's Cash Match.

Identify proposed in-kind contribution costs to be incurred by the project sponsor after project selection and after authorization to proceed. An authorized in-kind contribution may include only actual and documented costs incurred by the project sponsor for the development of project plans, specifications, & estimates (PS&E) including environmental documentation. In-kind contributions cannot be used as local match for the department's administrative costs. Provide documentation of estimated in-kind costs.

Note: In-kind contributions must be reviewed and authorized by the department.

Label attachments **In-Kind Contributions - Attachment M** - No more than 2 pages.

If the project sponsor will be hiring a consultant engineer or architect, the hiring process **MUST** meet federal procurement requirements outlined in the LGP Management Guide, Chapter 4 *Preliminary Engineering and Design*. Some of the requirements include TxDOT approval of the procurement process, documentation, and contract. State and federal regulations must be followed in order for costs to be eligible for consideration as an in-kind match.

The project sponsor will be required to report eligible in-kind expenses using the forms prescribed by the department. Once the local agreement is fully executed, the project sponsor will be required to report in-kind costs quarterly (due in January, April, July, and October for the previous three-month period) up until the time the project is let for construction. For in-kind reporting instructions, visit: <http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>

If at the time the project is let for construction, the project sponsor's total in-kind contribution is less than the allowable amount identified in the project agreement, then the project sponsor will be required to pay the outstanding in-kind contribution balance in cash.

Budget Summary

26. Project Budget Summary

The project Budget Summary on page 9 will automatically fill-in total construction costs on lines 1-3, based on the itemized construction costs entered on pages 6 through 8 of the project nomination form. A 15% administrative cost for the department will automatically fill-in on line 4 (based on the *Total Construction Cost Estimate* on line 3).

For projects without in-kind contributions or allowable Economically Disadvantaged Counties Program (EDCP) reduction, the total project cost will automatically fill in on line 5 and the 80% federal and 20% local match will automatically fill in on lines 6 and 7. If no in-kind contributions or EDCP reduction is proposed, then the project sponsor has the option to increase the local match. To increase the local match, click on the percentage shown in the box next to Local Match Required on line 7 and enter an adjustment above 20%. The federal percentage will adjust automatically and the federal and local match participation amounts on lines 6 and 7 will automatically adjust.

For projects eligible for EDCP, in the box on line **8a. Allowable EDCP Adjustment**, click on the down arrow and select the county where the project is proposed; for projects that include multiple counties, identify the county where a majority of the work will be done.

If either (1) an in-kind contribution is entered under topic **25. In-kind Contributions** on page 8 of the nomination form, or (2) an EDCP reduction is requested on line 8a on page 9 of the nomination form, then the local match on line 7 will be fixed at 20%. It may be necessary to click on another page of the nomination form and return to page 9 for the spreadsheet to automatically update.

Note: Not all TA Set-Aside project activities qualify for TxDOT's Economically Disadvantaged Counties Program (EDCP) reduction. Visit TxDOT's EDCP website:

<http://www.txdot.gov/inside-txdot/division/transportation-planning/disadvantaged-county.html>.

Discuss potential use of EDCP with the local district office. The department reserves the right to deny an EDCP reduction when the project activities do not qualify.

The Excel nomination form will automatically calculate total project costs, as well as local, state, and federal participation amounts. Review the costs on page 9 in conjunction with the Cost Participation Summary on the top of page 10.

Cost Participation Summary

The cost participation summary for federal, state, local in-kind, local cash participation, and total project value/estimated cost will automatically populate on the top of page 10 of the nomination form.

27. Did the project sponsor complete the checklist in this guide? In the nomination form in the box provided click on the down arrow and select Yes or No.

Refer to topic **W. Project Nomination Checklist** to complete the checklist.

Note: This step is recommended not required; however, the project sponsor may include the checklist as part of the nomination package.

Label as: **Nomination Checklist - Attachment N**

Project Commitment

28. Project Commitment

By submitting an application, the project sponsor commits to execute the local agreement and forward to the department its local match for plan review within one year of selection. For selected projects, the project sponsor agrees to produce the complete plan set as outlined in topic **21. Project Timeline** or an appropriate timeline agreed upon between the department and the project sponsor and made part of the local agreement.

Project sponsors are encouraged to discuss anticipated project timelines with their local TxDOT district office prior to submitting the nomination form.

Note: TA Set-Aside funding is time-sensitive; each project must advance to construction within three years from the date of selection by the commission or the project will be terminated.

The nomination form must be signed by a representative of the local government who has signature authority. In addition to signing the form, print the signatory's name, title, date, and telephone number.

The complete project nomination package must be received by the department no later than **5:00 p.m., CDT, on Monday, May 22, 2017.**

G. ALLOWABLE COSTS

Costs are allowable only if they are necessary construction-related project expenditures that are eligible for reimbursement under applicable statutes and regulations. The costs of preliminary engineering, including planning, design, and preparation of construction plans, specifications, estimates, and the environmental document are not allowable costs. Eligible pre-construction costs incurred by the department are reimbursable (e.g. department review of design and environmental documentation). All other pre-construction costs are the responsibility of the project sponsor. Expenditures for routine operation and maintenance are not allowable costs unless specifically allowed under the individual federal category for which the project qualifies.

H. LOCAL FUNDING MATCH

The local funding match is a cash match or a combination of cash and in-kind contributions provided by or through the project sponsor. An in-kind contribution may include only actual, documented costs incurred by the project sponsor for the development of project plans, specifications, and estimates, including environmental documentation.

- Costs incurred prior to execution of the local agreement or prior to federal and state approval and authorization to proceed are not eligible for consideration as in-kind contributions.

- Funds from other federal programs may be used as local funding match only when specifically authorized by federal law or regulation.
- Donated services may not be accepted as local funding match, but may be used to reduce the overall cost of the project.
- If a project selected by the commission is implemented by the department, the project sponsor must provide the local funding match prior to the commencement of project activities for each phase of work as outlined in the local agreement.
- Projects selected by the commission will include an administrative fee for the cost of department oversight. The local funding match associated with the department's administrative cost must be provided in cash.

I. ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM (EDCP)

If the project is located in a county that has been certified by the commission as an economically disadvantaged county, the nomination package for those projects eligible for relief may include a request for adjustment to the minimum local funding match requirement. If an adjustment is granted, the adjustment percentage in effect for the county at the time the program call is initiated will be used. The county must remain eligible for the adjustment until the date the project sponsor enters into the local agreement for a project awarded as a result of the 2017 TA Set-Aside Call for Projects.

The Budget Summary (page 9) of the TA Set-Aside Nomination Form includes identification of counties that may be eligible for the department's Economically Disadvantaged Counties Program reduction. In the box next to **Allowable EDCP Adjustment**: click on the down arrow and select the county where the project is proposed; for projects that include multiple counties, identify the county where a majority of the work will be done. The county may or may not be eligible for an EDCP reduction. If the project is eligible and authorized for funding, department staff will assist the project sponsor to complete and submit a separate application to the department's Economically Disadvantaged County Program to receive approval for EDCP funding. EDCP approval is needed prior to execution of the local agreement.

For current EDCP guidance visit:

<http://www.txdot.gov/inside-txdot/division/transportation-planning/disadvantaged-county.html>

J. ADDITIONAL PROGRAM INFORMATION

This topic includes information that may not be covered in the nomination form or is repeated here for emphasis. In addition, review the department's TA Set-Aside program rules at:

<http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>

1. The commission will select TA Set-Aside projects through a competitive process administered by the department.
2. The local agreement must be executed by the project sponsor within one year from the date of selection by the commission or risk loss of federal funding.
3. The commission will specify a fixed amount of TA Set-Aside funding for each project. Project costs in excess of this amount are the responsibility of the project sponsor. The project sponsor may seek additional funds through the TA Set-Aside Program in subsequent program calls; however, 2017 funded projects **MUST** be let for construction within three years from date of selection by the commission or the project will be terminated.
4. Projects, or substantially similar projects, submitted in an MPO-administered TA Set-Aside Call for Projects, are not eligible for consideration in the department's 2017 TA Set-Aside Call for Projects.
5. Proposed improvements may be located on state-maintained roadway right-of-way (on-system) or on property owned by the project sponsor (off-system).
6. Projects that include state-maintained right-of-way or have a direct effect on an existing state-maintained roadway **MUST have a recent letter of consent, addressed to the project sponsor, and signed by the current TxDOT District Engineer**; this consent cannot be delegated down.
7. In the department's 2017 TA Set-Aside Call for Projects, federal TA Set-Aside funds are available for construction only. Costs not eligible for federal reimbursement include, but are not limited to, the following:
 - Planning activities
 - Preliminary engineering and design, including preparation of construction plans, specifications, and estimates (PS&E)
 - Environmental documentation
 - Environmental mitigation (unless incidental to the project and approved as part of the project scope and itemized budget)
 - Utility adjustments (unless incidental to the project and approved as part of the project scope and itemized budget)
 - Landscape improvements (unless incidental to the project and approved as part of the project scope and itemized budget)
 - Planning survey work for design and/or ROW acquisitions
 - Acquisition of right-of-way and other property purchases
8. In-kind contribution(s) must be determined eligible by the department and FHWA. In-kind contributions proposed as matching funds for construction must be clearly identified in the

2017 TA Set-Aside nomination form (page 8) at the time of project submission. The project sponsor must provide an estimate of proposed in-kind costs to be incurred. No substitutions or additional in-kind contributions will be considered after the TA Set-Aside project nomination deadline has expired.

9. In-kind contributions and EDCP reduction cannot be applied to the local match for the department's administrative costs.
10. Donated services may not be accepted as a local funding match but may be used to reduce the overall project cost.
11. Private cash donations may be accepted, if authorized by law.
12. A project that will require the acquisition of real property through the exercise of eminent domain or condemnation is not eligible for the department's 2017 TA Set-Aside Call for Projects.
13. Whether proposed as an independent project or as an element of a larger transportation project, the project must be limited to a logical unit of work and be constructible as an independent project.
14. Federal guidance states that *"projects must be principally for transportation rather than purely recreational and must have logical endpoints."* (For example, if a project proposes a looped trail system within a city park, this would be considered recreational and would not be eligible for consideration.)
15. If any activity/element in a project nomination fails to meet federal and state requirements, the activity/element will not be considered eligible for reimbursement or as an in-kind contribution towards local match. A project construction budget must have a minimum of 75% of its cost items eligible for reimbursement in order to remain in competition. Ineligible items will not be funded. The project sponsor will need to demonstrate a willingness and ability to pay ineligible costs or demonstrate that the TA Set-Aside project is constructible as an independent project without the ineligible items.
16. The total amount necessary for incidental construction activities (such as minor utility adjustment, minor drainage modification, minor environmental mitigation, landscape placement/restoration, etc.) may not exceed 30% of the project's total itemized construction budget.
17. Department policy dictates that lighting on state-maintained right-of-way for adjacent paths must be adequate to illuminate the roadway system. It is essential that the project sponsor consult with the department's district personnel to make sure that the project budget allows for this additional cost and that the proposed lighting meets the department's requirement. Refer to section **R. TxDOT District Map** and section **S. TxDOT District TAP/TASA Coordinators** for district contact information.
18. For projects within the boundaries of an MPO, project sponsors must obtain a letter from the MPO indicating the MPO's willingness to include the project in the local TIP. Early coordination with the MPO is strongly recommended.
19. Additional interagency coordination may be necessary. Most agencies request a minimum of 30 days to review a project proposal and provide a letter of support. Contact agencies

early to allow sufficient time to acquire any supporting documentation that may be required/desired as part of a project nomination package.

K. IMPORTANT PROGRAM DATES

- **January 27, 2017** – The department’s Transportation Alternatives Set-Aside (TA Set-Aside) Call for Projects published in the Texas Register. The TA Set-Aside 2017 Program Guide and Nomination Form are available for downloading at:
<http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>
- **February 7, 2017 through March 9, 2017** – Statewide TA Set-Aside Program workshops conducted by department staff. Attendance is open to potential project sponsors and interested parties at no cost. Refer to topic **L. 2017 TA Set-Aside Workshop Schedule** in this guide.
- **May 22, 2017 (5:00 PM CDT)** – Submission deadline for project nomination(s) to the department. Nominations **MUST** be submitted to the department via the department’s online dropbox. Nominations **MUST** be received by the department on or before **May 22, 2017 at 5:00 p. m. CDT**. No exceptions will be granted. Refer to topic **N. Submittal Deadline & Delivery Requirements** in this guide.
- **May - August 2017** – TA Set-Aside project evaluation by the department. The department will evaluate all TA Set-Aside projects submitted at one time.
- **Fall 2017** – Proposed selection of TA Set-Aside projects by the commission.

L. 2017 TA SET-ASIDE WORKSHOP SCHEDULE

TxDOT Districts will host workshops throughout the state to provide information and guidance on its **TA Set-Aside Program Call for Projects**. Potential project sponsors, consultants, and others interested in the program are invited to attend any scheduled workshop listed below. Registration is not required; however, a courtesy call to the District TA Set-Aside Coordinator identified below will allow us to plan for attendees. If special accommodations are needed, please contact the responsible District TA Set-Aside Coordinator at least five business days in advance of the meeting. Click the TA Set-Aside Coordinator's name to send an email. The workshop location map on the following page includes a web link to an interactive map providing workshop details. The map allows the viewer to zoom in and see the project location in relation to smoothed urbanized area boundaries of TMAs and state-maintained roadways.

February 7, 2017 (1:30PM – 4:30PM)

TxDOT San Angelo District Office, Bldg E Training Rm
4502 Knickerbocker Rd, San Angelo, TX 76904
Coordinator: [Kristan Hereford](#) (325) 947-9242

February 8, 2017 (9:00AM – 12:00PM)

TxDOT Abilene District Office, Media Room
4250 North Clack, Abilene, TX 79604
Coordinator: [Kristi Harwell](#) (325) 676-6811

February 9, 2017 (1:30PM – 4:30PM)

TxDOT Paris District Office, District Training Center
1365 North Main Street, Paris, TX 75460
Coordinator: [Sydney Newman](#) (903) 737-9285

February 10, 2017 (9:00AM–12:00 & 1:30PM–4:30)

North Central Texas Council of Governments
Transportation Council Meeting Room
616 Six Flags Dr., Centerpoint Two
Arlington, TX 76011
Coordinator: TxDOT Fort Worth District
[Phillip Hays](#) (817) 370-6591

February 14, 2017 (9:00AM – 12:00PM)

Nacogdoches County Exposition & Civic Center
3805 NW Stallings Drive, Nacogdoches, TX 75964
Coordinator: TxDOT Lufkin District
[Jennifer Adams](#) (936) 633-4383

February 15, 2017 (8:00AM – 12:00PM)

TxDOT Beaumont District Office, Dist Assembly Rm
8350 Eastex Freeway, Beaumont, TX 77708
Coordinator: [Lisa Collins](#), P.E. (409) 898-5816

February 16, 2017 (9:00AM – 11:30PM)

Jourdanton Library
1101 Campbell Ave., Jourdanton, TX 78026
Coordinator: TxDOT San Antonio District
[Mark Mosley](#) (210) 615-5812

February 16, 2017 (2:30PM – 5:00PM)

Kronkosky Center
17 Old San Antonio Rd, Boerne, TX 78006
Coordinator: TxDOT San Antonio District
[Mark Mosley](#) (210) 615-5812

February 22, 2017 (9:00AM – 12:00PM)

TxDOT Corpus Christi District, Bldg 2 Regional Trng Ctr
1701 So Padre Island Dr, Corpus Christi, TX 78416
Coordinator: [Jason Alvarez](#) (361) 808-2495

February 23, 2017 (9:00AM – 12:00PM)

TxDOT Pharr District Office, Conference Center
600 West Interstate 2, Pharr, TX 78577
Coordinator: [Joseph Leal](#) (956) 702-6247

February 24, 2017 (9:00AM – 12:00PM)

TxDOT Laredo District Office, Large Meeting Room
1817 Bob Bullock Loop, Laredo, TX 78043
Coordinator: [Gustavo Elizondo](#) (956) 712-7462

February 27, 2017 (9:00AM – 12:00PM)

TxDOT Yoakum District Office, Training Room A
403 Huck Street, Yoakum, TX 77995
Coordinator: [Barbara Grahmann](#) (361) 293-4371

March 1, 2017 (9:00AM – 12:00PM)

TxDOT Odessa District Office, Large Conference Room
3901 East US Hwy 80, Odessa, TX 79761
Coordinator: [Kelli Williams](#) (432) 498-4752

March 6, 2017 (9:00AM – 12:00PM)

TxDOT Austin District Office, Bldg 7 Hearing Room
7901 North IH 35, Austin, TX 78753
Coordinator: [Angela Gil](#) (512) 832-7109

March 7, 2017 (9:00AM – 12:00PM)

TxDOT Childress District Office, Bldg A Training Room
7599 US 287, Childress, TX 79201
Coordinator: [Chris Reed](#) (940) 937-7251

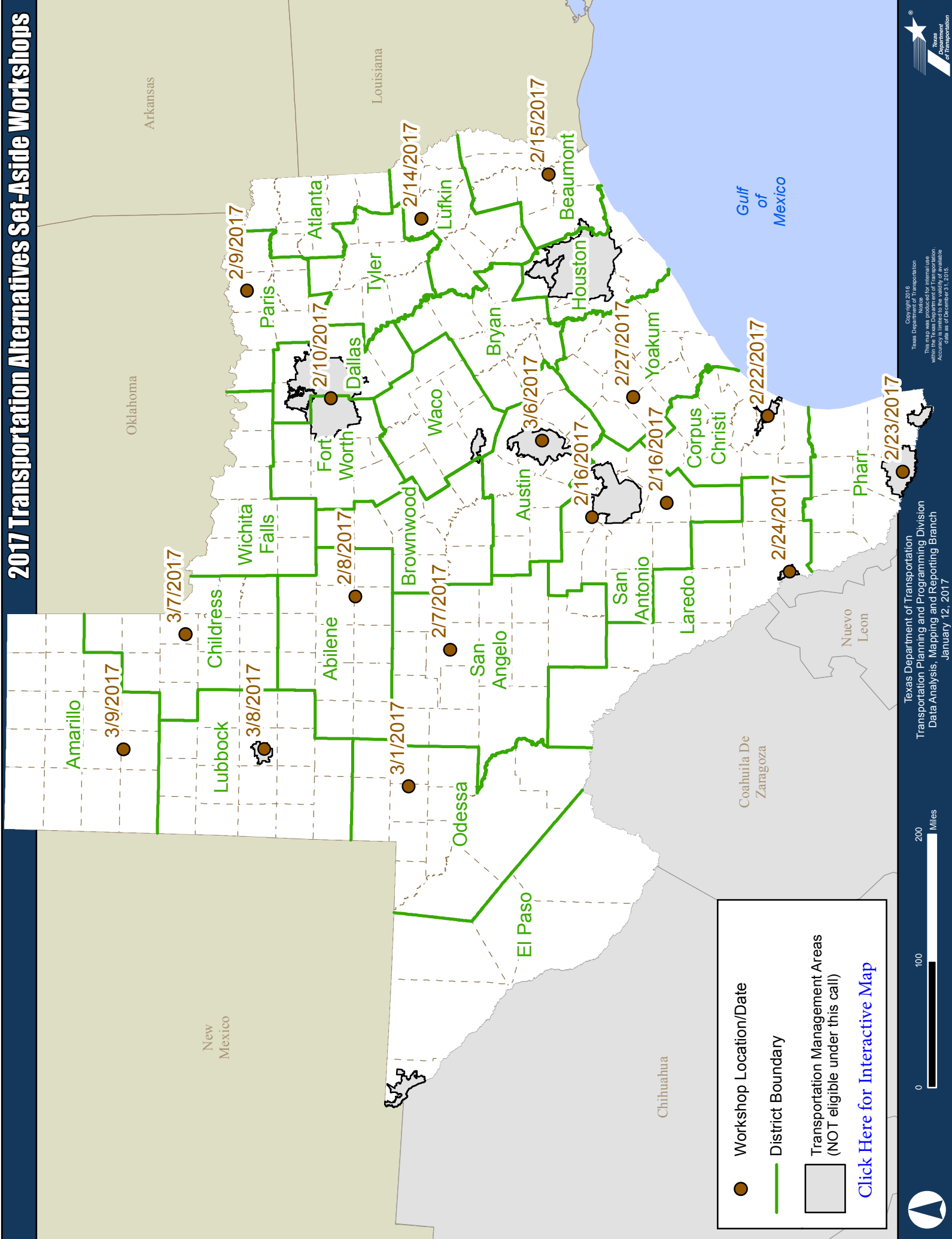
March 8, 2017 (9:00AM – 12:00PM)

TxDOT Lubbock District Hdqtrs, Windmill Conf Rm
135 Slaton Road, Lubbock, TX 79404
Coordinator: [Kylan Francis](#) (806) 748-4490

March 9, 2017 (9:00AM – 12:00PM)

TxDOT Amarillo District Office, Bldg H Conference Ctr
North and South HR Conference Rooms
5715 Canyon Drive, Amarillo, TX 79110
Coordinator: [John Wimberley](#) (806) 356-3249

2017 Transportation Alternatives Set-Aside Workshops



M.PROJECT SUBMITTAL DEADLINE/DELIVERY INSTRUCTIONS

On January 27, 2017, the department announced a Call for Projects under the TA Set-Aside Program in the *Texas Register*. Project nominations must be submitted in the form prescribed by the department in accordance with the program rules and this program guide. The complete project nomination package must be received by the department, via TxDOT's Dropbox, no later than **5:00 p.m., CDT, on Monday, May 22, 2017**. A complete nomination form, with attachments, is required for each TA Set-Aside project proposed. Supporting documents must be in 8 ½" X 11" formats. Label nomination attachments in the upper right hand corner as outlined in this guide and in the nomination form. The 2017 TA Set-Aside Nomination Form is available at:

<http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>

Note: The department recommends submitting project nomination(s) to TxDOT's Dropbox early to ensure delivery before the submission deadline.

Project Nomination Package:

1. The original 2017 TA Set-Aside Nomination Form completed in Microsoft Windows Excel 2010 (.xlsm) and delivered to the department in its original 2010.xlsm format.
Deliverable: One Excel File in its original format.
2. The completed TA Set-Aside 2017 Nomination Form (pages 1-10) plus all of the nomination's supporting documents converted to an Adobe Portable Document Format (PDF) and combined into one complete file. The complete PDF file MUST include a copy of page 10 of the nomination form signed by the local government. (Note: All original documents must be provided in a color Adobe PDF format 8 ½" X 11".)

Deliverable: One complete PDF file in color (10-page 2017 TA Set-Aside project nomination form plus attachments).

Project Submission to the Department:

The complete TA Set-Aside project nomination package (Excel file plus PDF file) must be submitted to TxDOT using the department's online dropbox.

Dropbox Instructions:

Access TxDOT's online dropbox at: <https://ftp.dot.state.tx.us/dropbox/?action=mainmenu>

The above web address is provided as a hyperlink in the PDF version of this program guide. On the Dropbox landing page (rectangular tabs on the left side) click the **Drop-off** rectangle and enter the information requested.

1. Information about the Sender

Your Name:

Your Organization:

Your email address:

- a. **Within Box 1 at the bottom, be sure a check mark appears in front of the line reading: “Send an email to me when the recipient picks up the file(s)”**
2. **Information about the Recipient**
Name: TA Set-Aside Manager
Email: PTN_PlanningandTechSppt@txdot.gov
3. **Choose the File(s) you would like to upload**
Use the Browse button to locate the files on your computer to open and load.
 - a. Submit only one project nomination per Dropbox submission.
 - b. You should only upload two files per project nomination package (one Excel file and one PDF file); refer to previous section for details.
 - c. Once the two files are attached, click the **Drop-off the File(s)** button located at the bottom in Box 3.

Once you have clicked the **Drop-off the File(s)** button, you will be directed to a completion page with confirmation information, including the date and time of your drop-off. The confirmation may take a few minutes to process. **Save a copy of the confirmation page for your records.** The confirmation page may be requested by the department in the event there are questions concerning project submission(s). Again, submit only one complete TA Set-Aside project nomination package per Dropbox submission.

The drop-off confirmation does not constitute receipt of the files. You will receive an automatic follow-up email when the files are retrieved from Dropbox by the department’s representative. **The follow-up email will be your confirmation that the files were officially received by the department.** If you do not receive a follow-up confirmation email within a few days, verify the package was submitted to the correct email address and contact the department’s TA Set-Aside Program Manager. Refer to **S. TxDOT District/Division TA Set-Aside Coordinators**, as needed.

N. SELECTION OF TA SET-ASIDE PROJECTS BY THE TEXAS TRANSPORTATION COMMISSION

The commission, by written order, will select projects for funding under the TA Set-Aside Program based on:

1. Recommendations from the director of the division responsible for administering the TA Set-Aside Program
2. The project’s potential benefit to the state
3. The project’s potential to enhance the surface transportation system

The commission is not bound by project recommendations provided by the department. The commission will specify a fixed amount of TA Set-Aside funds for each project selected. Project

costs in excess of this are the responsibility of the project sponsor. The department will notify the sponsors of selected projects.

O. PROJECT ELIMINATION

A project will be eliminated from participation in the TA Set-Aside Program if, prior to the execution of the local agreement, the governing body of a municipality or county in which project activities are proposed, by resolution, order, or other official action, notifies the department of its opposition to the project.

The executive director may eliminate a project or a portion of a project from participation in the TA Set-Aside Program if:

- The project sponsor fails to meet requirements established in the TA Set-Aside rules
- Implementation of the project would involve significant deviation from the activities proposed in the nomination package and approved by the commission
- The project sponsor withdraws from participation in the project
- A local agreement is not executed between the local entity and the department within one year after the date that the commission selected the project
- A construction contract has not been awarded or construction has not been initiated within three years after the date that the commission selected the project
- The executive director determines that federal funding may be lost because the project has not been implemented or completed

P. FINDING OF INELIGIBILITY AND REQUEST FOR RECONSIDERATION

The department will notify the project sponsor of ineligible activities proposed and the reason for the determination by certified mail, return receipt requested. A request for reconsideration may be initiated only by a letter from the project sponsor (setting forth reasons in support of a finding of eligibility) to the department's executive director. The letter requesting reconsideration **MUST** be received by the department no later than 15 days after the day that the project sponsor received the department's notification of ineligibility, as established by the certified mail return receipt. A request for reconsideration **MUST** be mailed to the executive director:

To: TxDOT Executive Director
125 E. 11th Street
Austin, Texas 78701

Copy To: TXDOT – PTN Director
125 E. 11th Street
Austin, Texas 78701

The determination of the executive director in response to a project sponsor's request for reconsideration will be final.

Q. PROJECT IMPLEMENTATION

The project sponsor shall implement or arrange for implementation of each project selected by the commission in accordance with statutory requisites and contracting procedures applicable to the type and character of the project. In accordance with 23 CFR 635.105, TxDOT ensures that a project sponsor “is adequately staffed and suitably equipped to undertake and satisfactorily complete” a project and therefore the department, in its sole discretion, may decide to perform certain phases or otherwise complete a project on behalf of a project sponsor. In rare instances, the department, in its sole discretion, may agree to implement a project on behalf of a project sponsor. All projects shall be developed to current standards and specifications established or recognized by the federal government, the department, and the TA Set-Aside rules.

Adding TA Set-Aside projects to the Statewide Transportation Improvement Program (STIP)

If a project selected by the commission is to be implemented in a metropolitan area, the department will request that the Metropolitan Planning Organization (MPO) for that area immediately begin the process required to include the selected project in its TIP; however, **it is the project sponsor’s responsibility to make sure the project is included in the MPO’s local TIP.** For projects in population areas outside the boundaries of an MPO, the department will immediately begin the process to include projects in its rural TIP and STIP. Projects must be identified in the MPO’s TIP or in the department’s rural TIP before the project can be added to the STIP. The STIP is updated quarterly and requires FHWA approval.

Execution of local agreement with the department

All TA Set-Aside project sponsors must enter into a local agreement with the department and comply with all federal and state procedures applicable to development of federal-aid transportation projects. The local agreement must be executed by the project sponsor within one year of the date of selection by the commission or risk loss of federal funding.

Development of the local agreement can begin immediately after project selection; however, TA Set-Aside projects must be identified in the federally approved STIP before the department can fully execute the local agreement for the project. As part of the agreement process, a determination will be made as to whether the project’s construction letting (advertisement for bids and contract management) will be done by the department or by the project sponsor. At the department’s discretion, TA Set-Aside projects on the state highway system may be let for construction by the department. However, a majority of the TA Set-Aside projects are expected to be off-system (not on state-maintained right-of-way). Project sponsors of off-system projects may seek department authorization for a local construction letting of their project(s).

In accordance with federal and state rules, the department will perform a Local Government Risk Assessment to determine the project sponsor’s qualifications to perform one or more elements of the project development process. For additional information refer to:

<http://www.txdot.gov/government/programs/local-government-projects.html>.

This determination dictates many subsequent steps in the project development process. A project sponsor requesting a local construction letting will need to demonstrate adequate cash flow to

accommodate the payment of 100% of construction costs pending reimbursement of up to 80% of allowable costs. The department's local district office will make the final letting determination after consultation with division staff and the project sponsor.

Regardless of whether the project is let for construction by the department or by the project sponsor, the department will have oversight responsibilities and will incur administrative costs associated with project development, plan review (generally conducted at 30, 60, 90, and 100% complete), and construction oversight. The Budget Summary, on page 9 of the TA Set-Aside nomination form, automatically adds 15% for the department's administrative costs, based on the total estimated cost for construction. The department's administrative costs are eligible for federal reimbursement up to 80%.

Example:

A project with an estimated construction cost of \$1,000,000 with 80% federal funding and a 20% local match, will have a 15% administration cost of \$150,000, which will be added to the total project cost. The local government would be responsible for 20% of the administrative cost. The 20% local match for a \$150,000 administrative cost would be \$30,000. The local match for administrative costs must be paid in cash.

Local deposit to the department for review of Plans, Specifications, and Estimates (PS&E)

As outlined in the local agreement, the project sponsor will be required to advance the local match for engineering review in cash within 30 days of signing the local agreement. The department will not begin project reviews until the cash advance is received.

Federal Project Authorization and Agreement (FPAA)

The department is responsible for securing the federal funding for each phase of work. The environmental document must be cleared and the construction plans complete before the department submits an FPAA to FHWA to obligate the federal funding for construction.

Construction letting by the project sponsor

If the project sponsor is authorized for a local construction letting, then the project sponsor will be required to pay 100% of the construction costs as the work is done and request reimbursement through the department for up to 80% of allowable costs incurred. Allowable costs will be reviewed and approved by the department.

To be eligible to administer a federally funded project, the project sponsor must have a "Qualified" person actively performing project activities and project implementation who has completed the department's *Local Government Project Procedures* (LGPP) training taught through the department. Before the project sponsor can advertise for construction bids, the project must have environmental clearance (in accordance with current department procedures) and the project sponsor **MUST** have a state letter of authority from the department to proceed. For state and federal guidance, refer to the department's Local Government Project Management Guide at: <http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/guide.pdf>.

Construction letting by the department

If the project is let for construction by the department, the outstanding local match and 100% of any estimated cost overages will be due to the department 60 days prior to advertising for construction.

Note: The project sponsor is not required to have LGPP training if the department will be advertising and letting the project for construction, unless the project sponsor is using PS&E development and environmental documentation as an in-kind contribution towards construction.

Contractor for construction

The construction contractor will be chosen through a competitive bidding process approved by the department. The construction contract will be awarded to the lowest responsive and responsible bidder, in accordance with 23 CFR Part 635.

Note: The department has oversight and monitoring responsibilities for transportation projects when project costs are wholly or partially paid using FHWA or state transportation funds.

Scope modifications

Projects must be developed as approved by the commission. Any change to the scope of work specified in the nomination package and approved by the commission must have the advance written approval of the executive director. Changes in items of work or project scope that occur without advance departmental approval will not be reimbursed.

Payment of costs

If the project sponsor is authorized for a local construction letting, the project sponsor will be required to pay 100% of the construction costs as the work is done and request reimbursement through the department of up to 80% of the allowable costs incurred. A project sponsor **MUST** use the forms and procedures specified by the department to request reimbursement of allowable costs incurred. The department will submit all requests for reimbursement of allowable costs to FHWA. For locally let projects, the entire project cost is borne by the project sponsor until reimbursement can be obtained from FHWA for eligible activities.

Costs incurred prior to the inclusion of the project in the STIP, execution of the local agreement, or prior to federal and state approval and authorization to proceed are not eligible for federal reimbursement.

Project inspection and acceptance

Upon completion of construction, the project sponsor must have a Professional Engineer registered in Texas certify that the project was constructed in substantial compliance with project specifications and requirements. The department is responsible for the inspection and final acceptance of all projects selected by the commission and for certification of project completion. If the project sponsor does not complete the project as originally approved by the commission, the department may seek reimbursement of the expended federal funds from the sponsor.

Right-of-Way (ROW)

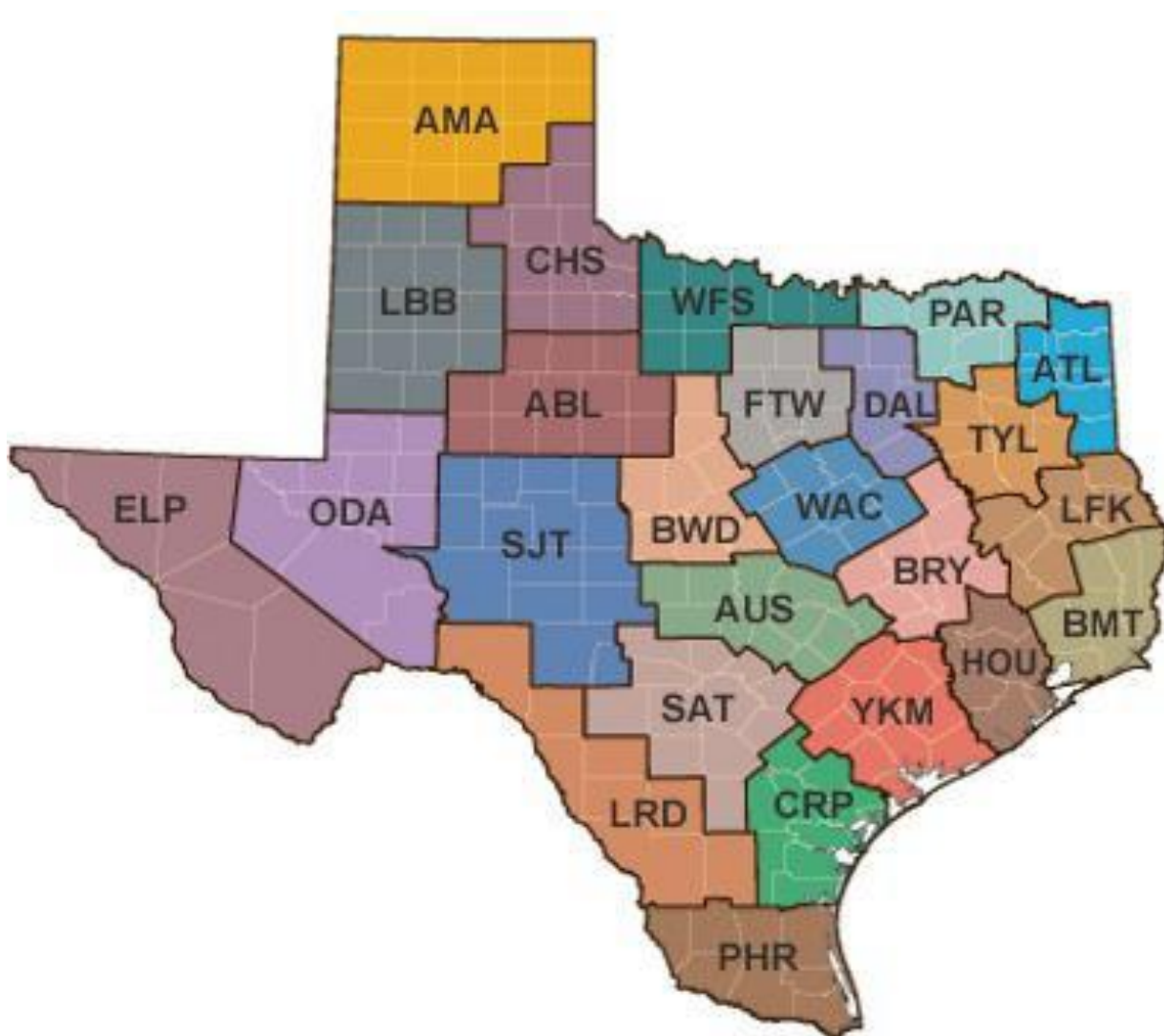
If a project is proposed on state right-of-way, the project sponsor is responsible for securing a land-use permit (e.g. multiple use agreement) from the department prior to construction.

Period of Performance End Date

The period of performance end date is required to be included in the local agreement, after which time additional costs incurred are not eligible for reimbursement. Recipients are required to submit all eligible incurred costs and required performance and financial reports or project records specified in the local agreement or stewardship and oversight procedures within 90 days after the agreement end date. The project should be closed within one year after receipt and acceptance of all required final reports.

R. TXDOT DISTRICT MAP

To locate the TxDOT District Office in your area, visit <http://www.txdot.gov/inside-txdot/district.html>. The state map at this website includes hyperlinks to TxDOT's 25 district office websites. Click on the project county and the hyperlink will redirect to the web page of the TxDOT district that includes that county. Take note of the full name of the **TxDOT District Office** that appears at the top of the online district landing page. On the following page in this guide, use the TxDOT district name to identify the local **TA Set-Aside Coordinator** for that district.



S. TXDOT DISTRICT/DIVISION TA SET-ASIDE COORDINATORS

TxDOT's District TA Set-Aside Coordinator (may be referred to as TASA Coordinators) will be your first point-of-contact to discuss TxDOT's 2017 TA Set-Aside Call for Projects and the project nomination process. Click the TA Set-Aside Coordinator's name to send an email.

Abilene District Office

[Kristi Harwell](#)

4250 North Clack
Abilene, TX 79604-0150
(325) 676-6811

Amarillo District Office

[John Wimberley](#)

5715 Canyon Drive
Amarillo, TX 79110-7368
(806) 356-3249

Atlanta District Office

[Deanne Simmons](#)

701 East Main
Atlanta, TX 75551
(903) 799-1308

Austin District Office

[Angela Gil](#)

7901 North IH 35
Austin, TX 78753
(512) 832-7109

Beaumont District Office

[Lisa Collins, P.E.](#)

8350 Eastex Freeway
Beaumont, TX 77708
(409) 898-5816

Brownwood District Office

[Andrew Chisholm](#)

2495 Hwy. 183 North
Brownwood, TX 76802
(325) 643-0442

Bryan District Office

[Allison Kurwitz](#)

2591 N. Earl Rudder Freeway
Bryan, TX 77803-5190
(979) 778-9788

Childress District Office

[Chris Reed](#)

7599 US 287
Childress, TX 79201-9705
(940) 937-7251

Corpus Christi District Office

[Jason Alvarez](#)

1701 South Padre Island Drive
Corpus Christi, TX 78416 (361)
808-2495

Dallas District Office

[Godfrey Sendawula](#)

4777 East Highway 80
Mesquite, TX 75150
(214) 320-6266

El Paso District Office

[Blanca Serrano-Rivera](#)

13301 Gateway Blvd West
El Paso, TX 79928
(915) 790-4328

Fort Worth District Office

[Phillip Hays](#)

2501 SW Loop 820
Fort Worth, TX 76133
(817) 370-6591

Houston District Office

[Ana Ramirez Huerta](#)

7600 Washington Avenue
Houston, TX 77007
(713) 802-5810

Laredo District Office

[Gustavo Elizondo](#)

1817 Bob Bullock Loop
Laredo, TX 78043
(956) 712-7462

Lubbock District Office

[Kylan Francis](#)

135 Slaton Road
Lubbock, TX 79404-5201
(806) 748-4490

Lufkin District Office

[Jennifer Adams](#)

1805 North Timberland
Lufkin, TX 75901
(936) 633-4383

Odessa District Office

[Kelli Williams](#)

3901 East US Hwy. 80
Odessa, TX 79761
(432) 498-4752

Paris District Office

[Sydney Newman](#)

1365 North Main Street
Paris, TX 75460-2697
(903) 737-9285

Pharr District Office

[Joseph Leal](#)

600 West Expressway 83
Pharr, TX 78577-1717
(956) 702-6247

San Angelo District Office

[Kristan Hereford](#)

4502 Knickerbocker Road
San Angelo, TX 76904
(325) 947-9242

San Antonio District Office

[Mark Mosley](#)

4615 N.W. Loop 410
San Antonio, TX 78284-3601
(210) 615-5812

Tyler District Office

[Mary Fletcher](#)

2709 West Front Street
Tyler, TX 75702
(903) 510-9246

Waco District Office

[Kris Long](#)

100 South Loop Drive
Waco, TX 76704-2858
(254) 867-2763

Wichita Falls District Office

[Darell Johnson, P.E.](#)

1601 Southwest Parkway
Wichita Falls, TX 76302-4906
(940) 720-7840

Yoakum District Office

[Barbara Grahmann](#)

403 Huck Street
Yoakum, TX 77995-2973
(361) 293-4371

Public Transportation Division (PTN):

[Teri Kaplan](#)

TxDOT - PTN

TAP/TASA Program Manager
125 E. 11th Street
Austin, TX 78701
(512) 486-5973

T. BIKEWAY TERMINOLOGY

Shared Roadway – 2012 AASHTO Definition: “A roadway that is open to both bicycle and motor vehicle travel.”

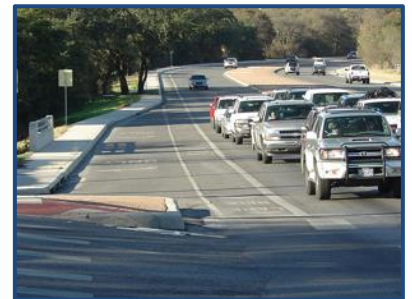
2011 Texas MUTCD Definition: “A roadway that is officially designated and marked as a bicycle route, but which is open to motor vehicle travel and upon which no bicycle lane is designated.”

A Signed Shared Roadway shall include posted bike route signs & may include pavement markings.



Bicycle Lane - 2012 AASHTO and 2011 Texas MUTCD Definitions are the same: “A portion of a roadway that has been designated for preferential or exclusive use by bicyclists by pavement markings and, if used, signs. However, AASHTO definition includes: “It is intended for one-way travel, usually in the same direction as the adjacent traffic lane, unless designated as a contra-flow lane.”

Note: May include **BikeStripe** infrastructure. For guidance, refer to: <http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>



Shoulder - 2012 AASHTO Definition:

“The portion of roadway contiguous with the travel way that accommodates stopped vehicles, emergency use, and lateral support for sub base, base, and surface course. Shoulders, where paved, are often used by bicyclists.”

A Signed Shoulder Bike Route shall include posted bike route signs and may include pavement markings.



Shared Use Path - 2012 AASHTO and 2011 Texas MUTCD Definitions are basically the same:

“A bikeway outside the traveled way and physically separated from motor vehicle traffic by an open space or barrier and either within the highway right-of-way or within an independent right-of-way or within an independent alignment. Shared use paths may also be used by pedestrians (including skaters, users of manual and motorized wheelchairs, and joggers) and other authorized motorized and non-motorized users. Most shared use paths are designed for two-way travel.”



Cycle Track – Defined by the National Association of City Transportation Officials (NACTO) in 2011:

“A Cycle Track is an exclusive bicycle facility that has elements of a separated path and on-road bike lane. A Cycle Track, while still within the roadway, is physically separated from motor traffic and is distinct from the sidewalk.”



U. WEBLINKS

TxDOT's 2017 TA Set-Aside Call for Projects contains program information, including the Program Rules, Program Guide, Nomination Form, In-Kind Contribution Guidance, Detailed Project Timeline Examples, and other program related downloads at:

<http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>

2017 TA Set-Aside Workshops Interactive Map:

http://maps.dot.state.tx.us/AGO_Template/TxDOT_Viewer/?appid=9772fb8e53a9400b9c4578bb0494ecf5

TxDOT's Project Submission Dropbox: <https://ftp.dot.state.tx.us/dropbox/?action=mainmenu>

TA Set-Aside Rules (Texas Administrative Code, Title 43, Chapter 11, Subchapter G):

[http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=5&ti=43&pt=1&ch=11&sch=G&rl=Y](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=43&pt=1&ch=11&sch=G&rl=Y)

TxDOT's Local Government Projects Office (LGP):

<http://www.txdot.gov/government/programs/local-government-projects.html>

LGP Toolkit: <http://txdot.gov/government/processes-procedures/lgp-toolkit.html>

Project Risk Assessment: <http://ftp.dot.state.tx.us/pub/txdot/lgp/funding/guidance.pdf>

Project Management Guide: <http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/guide.pdf>

Local Government Project Procedures Training and Qualification:

<http://www.txdot.gov/government/programs/local-government-projects/training.html>

TxDOT Environmental Resources:

Environmental Handbook for Categorical Exclusions: <http://ftp.dot.state.tx.us/pub/txdot-info/env/toolkit/610-01-gui.pdf>

Environmental Handbook for Environmental Assessments: <http://ftp.dot.state.tx.us/pub/txdot-info/env/toolkit/620-05-gui.pdf>

TxDOT's Environmental Compliance Toolkits: <http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits.html>

TxDOT's Local Government Project Management Guide, Chapter 5:

<http://ftp.dot.state.tx.us/pub/txdot/lgp/procedures/guide.pdf>

TxDOT's Scope Development Tool (for environmental documentation): <http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits/nepa.html>

TxDOT's Right of Way Manual Vol 2:

http://gsd-ultraseek/txdotmanuals/acq/advance_acquisition_of_right_of_way_for_lpa.htm

TxDOT's Average Low Bid Unit Prices:

<http://www.txdot.gov/business/letting-bids/average-low-bid-unit-prices.html>

TxDOT's Economically Disadvantaged Counties Program (EDCP):

<http://www.txdot.gov/inside-txdot/division/transportation-planning/disadvantaged-county.html>

TxDOT District Office Information: <http://www.txdot.gov/inside-txdot/district.html>

U.S. Census Information:

http://www.fhwa.dot.gov/planning/census_issues/urbanized_areas_and_mpo_tma/geographic_resources/

2010 Decennial Population https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml

Adventure Cycling Association, US Bicycle Route System (USBRS):

<http://www.adventurecycling.org/routes-and-maps/us-bicycle-route-system/national-corridor-plan/>

FHWA TA Set-Aside Guidance:

http://www.fhwa.dot.gov/environment/transportation_alternatives/guidance/guidance_2016.cfm

AASHTO Guide for the Development of Bicycle Facilities: <http://www.transportation.org/>

https://bookstore.transportation.org/item_details.aspx?ID=1943

NACTO Urban Bikeway Design Guide:

<http://nacto.org/publication/urban-bikeway-design-guide/>

NACTO Urban Street Design Guide:

<http://nacto.org/publication/urban-street-design-guide/>

Texas Accessibility Information - TDLR: <https://www.tdlr.texas.gov/>

ADA Standards for Accessible Design: www.ada.gov

V. DEFINITIONS

AFA – Advance Funding Agreement

AASHTO – American Association of State Highway and Transportation Officials

Bikeway terminology – See Section T of this guide

Commission - Texas Transportation Commission

Department – Texas Department of Transportation (TxDOT)

Executive director – The executive director of the Texas Department of Transportation or the executive director's designee

FHWA – Federal Highway Administration

FPAA – Federal Project Authorization and Agreement

Local Agreement – An agreement between the project sponsor and the department which includes a commitment for the required local funding, describes the total scope and course of project activities, and outlines the responsibilities and duties of the participants.

Metropolitan Planning Organization (MPO) – The organization or policy board of an organization created and designated under 23 U. S. C. §134, and 49 U. S. C. §5303 to make transportation planning decisions for the metropolitan planning area and carry out the metropolitan planning process.

Project – An undertaking to implement or construct an eligible activity at a specific location or locations, or, if the context so implies, the particular activity so implemented or constructed.

Project sponsor – An eligible entity as described by 23 U.S.C. §113(h), that nominates a particular project for consideration, exercises jurisdiction over the geographic area in which that project is located, and commits to the project's development, implementation, construction, maintenance, management, and financing.

State – The State of Texas or any of its political subdivisions

Statewide Transportation Improvement Program (STIP) – A four year short-range program developed by the department as a compilation of all metropolitan transportation improvement programs, together with rural transportation improvement programs, that include recommendations from rural planning organizations and department districts for the areas of the state that are outside of the boundaries of a metropolitan planning organization, including transportation between cities.

Surface transportation system – An interconnected surface transportation network for moving people and goods using various combinations of transportation modes

TDLR – Texas Department of Licensing and Regulation

Transportation Improvement Program (TIP) – A short-range program developed by each metropolitan planning organization in cooperation with the department and public transportation operators that covers a four-year period and contains a prioritized listing of all projects proposed for federal funding, and regionally significant projects proposed for state, federal, and local funding in a metropolitan area.

Transportation Management Area – FHWA defines TMAs as “all urbanized areas (UZAs) with populations greater than 200,000 as determined by the 2010 Census”

TxDOT – Texas Department of Transportation

W.PROJECT NOMINATION CHECKLIST

Project sponsors **MUST** utilize and complete the 2017 TA Set-Aside Project Nomination Form in Microsoft Windows Excel (.xlsm) format to submit a project nomination in the department's Call for TA Set-Aside Projects. Download the nomination form from the department's website at:

<http://www.txdot.gov/inside-txdot/division/public-transportation/bicycle-pedestrian.html>

Below is a list of required attachments that MUST be included as part of the TA Set-Aside 2017 project nomination package and additional attachments that may be necessary. The need for *additional attachments* should be determined by the characteristics of the project, its location, and the status of project development. In addition to submitting the completed nomination form in Excel, the project sponsor **MUST** provide a single color PDF to include the completed nomination form, a signed copy of the signature page (page 10 of the nomination form), all required attachments, and any necessary optional attachments.

Required attachments:

- Project Details – **Attachment B**
- Certification of LG Funding – **Attachment C**
- Public Involvement/Support – **Attachment E**
- Property Ownership/Acquisition – **Attachment G**
 - Note: Projects that include state-maintained right-of-way or have a direct effect on an existing state-maintained roadway **MUST** have a recent letter of consent, addressed to the project sponsor, and signed by the current TxDOT District Engineer, this cannot be delegated down.
- Project Timeline – **Attachment L**

Additional attachments that may be necessary:

- Project Location Information – **Attachment A**
 - Note: an attachment may be required, when multiple improvement locations are proposed.
- MPO TIP Letter – **Attachment D**
- Environmental Documentation – **Attachment F**
- RR Right-of-Entry/Support Letter – **Attachment H**
- Local Plan/Support – **Attachment I**
- SRTS Plan/Coordination – **Attachment J**
- ADA Transition Plan – **Attachment K**
- In-kind Contributions – **Attachment M**
- Nomination Checklist – **Attachment N**

The department recommends completing the checklist on the following pages and including the completed checklist as part of the project nomination package. Refer to Topic **F. Project Nomination Form** in this guide for additional details on each attachment.

Label attachment as **Project Nomination Checklist - Attachment N**.

Project Nomination Checklist:

- ☐ **Required:** A completed **2017 TA Set-Aside Project Nomination Form** in Microsoft Windows Excel (.xlsm) format with all text boxes filled-in and dropdown selections completed. Type N/A for not applicable, where appropriate.
- ☐ **Required: A single color PDF document that includes:**
 - ☐ Completed 2017 TA Set-Aside project nomination form (required)
 - ☐ Signed copy of signature page (required)
 - ☐ Required attachments (refer to page 56)
 - ☐ Additional attachments that may be necessary (refer to page 56)
- ☐ **Attachment A (optional)**

Refer to **7. Project Location Information**

Attach a complete list of all improvement locations using descriptive limits and longitude/latitude.

Label attachment as **Project Location Information - Attachment A** - No more than 2 pages.
- ☐ **Attachment B (required)**

Refer to **10. Project Details**

Attach the following exhibits:

 - ☐ Location map (required)
 - ☐ Project layout map (required)
 - ☐ Typical section(s) (recommended)
 - ☐ Representative construction plan sheets (as applicable)
 - ☐ Additional bridge details (as applicable)
 - ☐ Photographs (recommended)
 - ☐ Additional maps, charts, diagrams, drawings, etc. (recommended)

Label attachment(s) as **Project Details-Attachment B** - No more than 15 pages.
- ☐ **Attachment C (required)**

Refer to **12. Official Project Sponsor Funding Resolution or Ordinance**

Attach the project sponsor's resolution or ordinance.

Label attachment(s) as **Certification of LG Funding - Attachment C** - No more than 10 pages.
- ☐ **Attachment D (as applicable)**

Refer to **13. Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) Inclusion Letter**. Attach a letter from the MPO if the project is located within the boundaries of an MPO.

Label attachment(s) as **MPO TIP Letter - Attachment D** - No more than 2 pages.

☐ **Attachment E (required)**

Refer to **14. Public Involvement and Support**

Attach the following exhibits, as appropriate:

- ☐ Supplemental public engagement summary (as needed)
- ☐ Evidence of public/stakeholder support (required)
- ☐ Evidence of support from affected/adjacent property owners (required)

Label attachments as **Public Involvement/Support - Attachment E** - No more than 10 pages.

☐ **Attachment F (optional)**

Refer to **15. Environmental Documentation**

Attach the following exhibits, as appropriate:

- ☐ TxDOT's NEPA Project Scope Development Tool (if completed)
- ☐ Prior environmental approval documentation (if completed)
- ☐ Prior resource agency coordination letters (if completed)

Label attachment(s) as **Environmental Documentation-Attachment F** - No more than 10 pages.

☐ **Attachment G (required)**

Refer to **16. Property Ownership and Acquisition Information**

Attach the following exhibits, as appropriate:

- ☐ Evidence of property rights by title of ownership, lease, or easement (required)
- ☐ Commitment letter(s) from affected property owners demonstrating a willingness to transfer property (as applicable)
- ☐ Letter from TxDOT District Engineer consenting to project on state ROW (as applicable)

Label attachments as **Property/Ownership/Acquisition-Attachment G** - No more than 10 pages.

☐ **Attachment H (optional)**

Refer to **17. Railroad Support/Right-of-Entry Letter**

Attach documentary evidence of coordination with railroad.

Label attachment(s) as **RR Right of Entry/Support Letter-Attachment H** - No more than 10 pages.

- ☐ **Attachment I (optional)**
Refer to **18. Local Bicycle, Pedestrian, or other Transportation Plan**
Attach the cover and pages from the plan referring to this project.
Label attachment(s) as **Local Plan/Support-Attachment I** - No more than 10 pages.
- ☐ **Attachment J (optional)**
Refer to **19. Safe Routes to School (SRTS) Plan**
Attach the cover and pages from the plan referring to this project.
Label attachment(s) as **SRTS Plan/Coordination-Attachment J** - No more than 10 pages.
- ☐ **Attachment K (optional)**
Refer to **20. Transition Plan for ADA Compliance**
Attach the cover and pages from the plan that are relevant to this project.
Label attachment(s) as **ADA Transition Plan-Attachment K** - No more than 10 pages.
- ☐ **Attachment L (required)**
Refer to **21. Project Timeline**
Attach a chart documenting the project development and implementation timeline.
Label attachment(s) as **Project Timeline-Attachment L** - No more than 2 pages.
- ☐ **Attachment M (optional)**
Refer to **25. In-Kind Contributions**
Attach documentation of estimated in-kind costs.
Label attachments **In-Kind Contributions - Attachment M** - No more than 2 pages.
- ☐ **Attachment N (optional)**
Refer to **27. Nomination Checklist**
Attach the completed checklist.
Label as: **Nomination Checklist-Attachment N**.

PHASE A – Scope of Services

Public Engagement and Concept Development

Halff shall engage the stakeholders and prepare preliminary concepts defining the general nature of the proposed design and develop a budgetary opinion of probable construction costs (OPCC) based upon the concept. Halff will use the existing conceptual streetscape plan as the beginning point. Halff will identify additional program elements throughout the public engagement process to incorporate into the conceptual development. This process will produce a plan that is conceptual in nature so to affix the design character and image of the Project to be approved by city council in a final presentation. City is responsible for establishment and coordination of project “Steering Committee” prior to initial steering committee meeting. This process shall include:

- Project kick-off meeting: Review project goals and objectives with design team, City Staff, and Steering Committee - (1 meeting).
 - Conduct a reconnaissance of the corridor and note potential constraints, opportunities and unique character or design opportunities
 - Development of refined project time-line and delivery schedule (to be included in meeting above).
- Preliminary input meeting and stakeholder Open House: Prepare for and facilitate a preliminary input meeting with steering committee, staff and stakeholders. A come and go Open House is part of the input meeting to provide opportunities for other area property owners and the public at large to provide input - (1 meeting).
- Preliminary concept design: Develop preliminary concepts and supporting imagery for the proposed Chadbourne Street roadway and sidewalk improvements. The drawings will build on the existing plan and define the general character, layout and essentials of the project as necessary to effectively communicate the proposed concept.
- Concept review meeting and Open House: Prepare for and facilitate presentation and review discussion of concepts and with steering committee, staff, and stakeholders. A come and go open house as part of the meeting will provide opportunities for other area property owners and the public at large to provide input - (1 meeting).
- Refined concept design: Prepare and deliver summary of comments received and propose revisions of preliminary concept and imagery based on comments received during review.
- Final concept review meeting: Prepare for and facilitate presentation to staff and steering committee of revised preliminary drawings based upon the conceptual design comments. Prepare a budgetary opinion of probable construction costs, including appropriate escalation factors and contingencies for the concept - (1 meeting).
- Final conceptual plan: Revise final concept and OPCC based on last meeting with

steering committee and staff.

- City Council Presentation: Present preliminary design and OPCC to City Council for approval to proceed with finalizing 30% schematic design - (1 meeting).

Halff will provide the city illustrative boards, pdf files, and cost estimates at each phase of the conceptual design.

Funding Application Preparation and Submittal Assistance

Halff will assist the City in the preparation of the Transportation Alternatives Set-Aside Program application submittal to TxDOT for funding. The funding application and preliminary design will be developed to optimize the maximum potential score. Halff will complete the application based on the approval of the Concept Review Meeting comments. Halff will prepare the project layout, typical sections, estimates of probable construction cost, estimates of administration costs, and any additional supporting documentation.

Halff will submit the grant application to the City for review and comment. Halff will address the comments and present the plan at the City Council for approval prior to submitting the application to TxDOT for review.

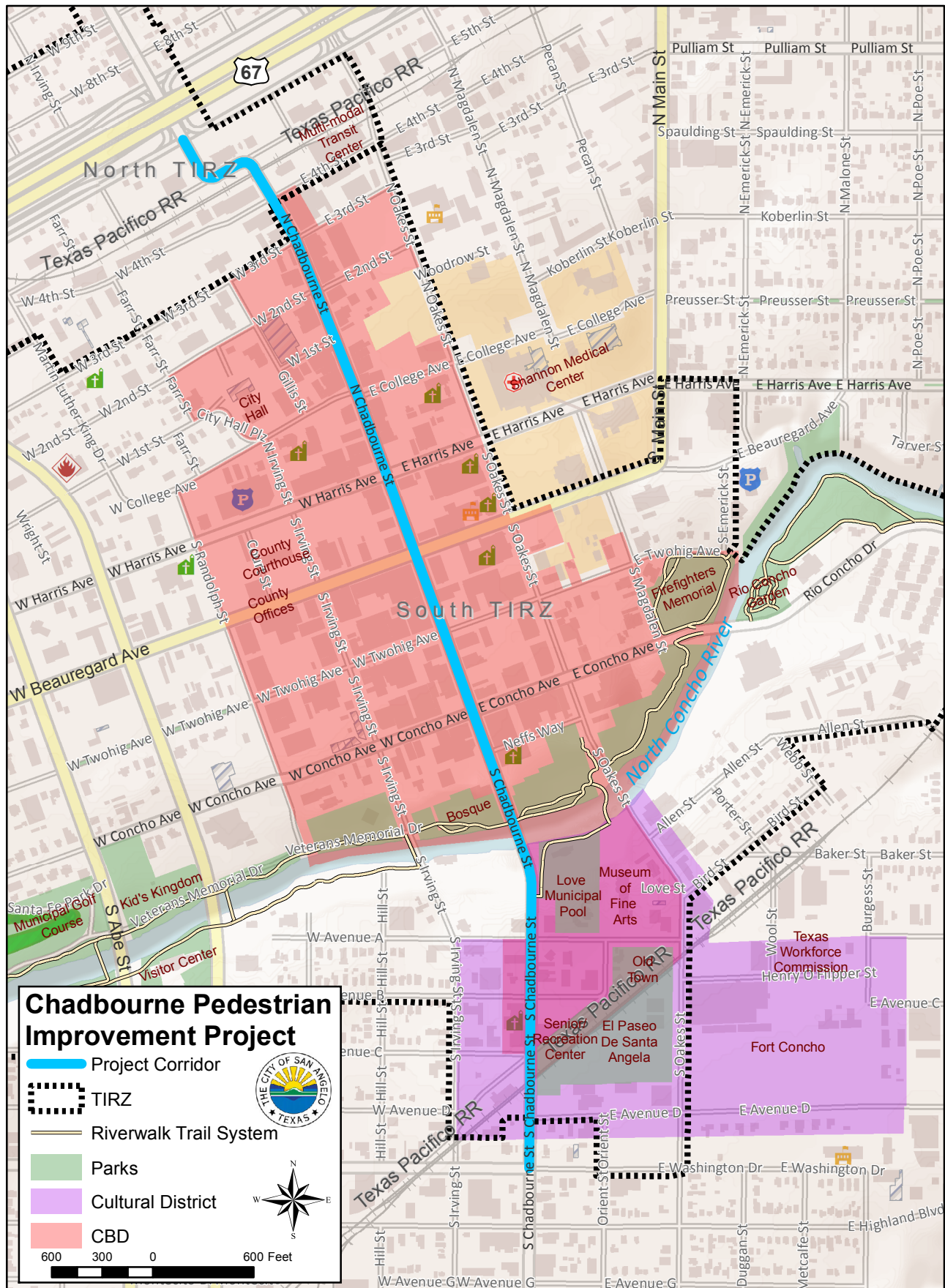
Schedule:

Halff will complete the projects in accordance with the following schedule:

Date	Activity
March 7	Notice to Proceed
March 13	Kickoff Meeting
March 20	Preliminary Input Meeting and Open House (Critical date cannot be later)
April 17	Submit Preliminary Concept Design to City
May 1	Concept Review Meeting and Open House
May 8	Submit TA Set-Aside Application to City Staff for review. The application includes Project Layout, Typical Sections, Cost Estimate, and other supporting documentation
May 16	Present Application to City Council for Approval
May 22	Submit TA Set-Aside Application to TxDOT

Fee Summary:

	TASK	TOTAL
	Phase A – Grant Application	
A1	Public Engagement / Conceptual Design	\$64,000
A2	Funding Application Preparation and Submittal Assistance	\$15,000
	Phase A Total	\$79,000





March 1, 2017
1008-17-0050

Mr. Russell Pehl, P.E., C.F.M.
City Engineer
Engineering Services Department
City of San Angelo
72 West College
San Angelo, TX 76903

RE: Halff Associates, Inc. Qualification Statement for Funding Applicaitons

Dear Mr. Pehl:

Halff Associates, Inc. have assisted multiple municipalities and other clients in completing funding applications from different sources. Lenny Hughes will head this effort for Halff Associates. I have attached Mr. Hughes's resume that provides a portion of our corporate experience in applying for and receiving different funding sources similar to the Transportation Alternatives Set-Aside Program.

Please review the qualifications. Please let me know if you have any questions or need any additional information. We look forward to working with you on this project.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "D. Haar", with a horizontal line extending to the right.

Dennis W. Haar, P.E.
Senior Project Manager

LENNY HUGHES, PLA
HALFF ASSOCIATES, INC.

Bachelor of Science/Landscape Architecture Oklahoma State University (1995)

Licenses and Registrations

Professional Landscape Architect
State of Texas – No. 2067 (2001)

Mr. Hughes, Vice President and Director of Landscape Architecture, joined Halff Associates in 1995. He has more than 22 years of experience in Urban Planning and Design, Landscape Architectural Design, Park Design and Park Planning, Project Management, and Grant Writing. Mr. Hughes is engaged in understanding the need for creative, yet sustainable design, and has an extensive background in project fund raising. These attributes are extremely import to the City San Angelo as it relates to the Chadborne Street Roadway and Sidewalk Improvement Project.

Mr. Hughes has been involved in securing more than \$50M dollars in Federal, State and private grants and donations in the last 5 years. These include:

- Developing and establishing non-profit 5013C organizations
- Private donor programs, pledge levels and naming rights
- Volunteer Programs
- Master plan development, prioritization, and business plans
- City Bond Programs, CIP projects and land acquisition
- Grant development, administration and implementation for:
 - USACE
 - FHWA
 - TxDOT
 - NCTCOG
 - TPWD

Representative projects include:

- **Trinity Trust Foundation, Dallas, TX** – 2015, 2016 Trinity Forest Spine Trail - \$10M
- **City of Lewisville** – 2015 Texas Access Program Project (Lewisville Lake Park) \$12M
- **City of Lewisville** – 2013 Texas Access Program Project (Lewisville Lake Park) \$8M
- **Town of Little Elm** – 2014 Transportation Alternative Program \$1.5M
- **Town of Little Elm** – 2014 Safe Routes to School Program \$500K
- **City of Lewisville** – 2014 Transportation Alternative Program \$1.7M
- **City of Ft. Worth** – 2014 Transportation Alternative Program \$2.2M
- **City of Cedar Hill** – 2014 Transportation Alternative Program \$1.8M
- **City of Cedar Hill** – 2012 Transportation Enhancement Program (FM 1382 Bike Trail) \$1.5M

- **City of Frisco – 2012 Transportation Enhancement Program (Three Cities Trail) \$1.2M**
- **City of Pflugerville 2014 Parks Bond Program – \$25M**
- **City of Lewisville 2015 Parks Bond Program – \$53M**
- **Haltom City – TPWD Grant (Little Fossil Creek 2010)**

Grants and Funding Programs

- **Lewisville Lake Environmental Learning Area (LLELA) Federal Land Access Program (F.L.A.P.) Grant, Lewisville, Texas** – Project Manager that lead a team to prepare site analysis, develop supporting graphics and prepared grant application packet. LLELA is USACE land leased by the Friends of LLELA to preserve/restore habitats, provide education and research opportunities, and offer unique recreation options for the city. The project includes roadway improvements to and within LLELA, on-street bicycle facilities, soft-surface trails, parking lot improvements, and re-design of LLELA's entrance. The grant is provided through the Federal Lands Access Program under Moving Ahead for Progress in the 21st Century as a method of supporting projects that provide access to Federal Lands.
- **Katy Trail TAP Fund, Denison, Texas** – Project Manager that lead a team to prepare site analysis, graphic development, and grant fund application development. Katy Trail improvements include up to 3.8 miles of off-street hike and bike trail improvements. The Transportation Alternatives Program (TAP) is a federal MAP-21 funding program under North Central Texas Council of Governments that focuses support funding on regional or local transportation corridors and connections to public transportation.
- **Burkburnett Small Communities TAP Grant Trail Fund, Burkburnett, Texas** – Project Manager that lead a team to prepare site analysis, graphic development, and fund procedure review and application development. Burkburnett trail improvements include up to 1.5 miles of on-street bicycle facilities, off-street trail and walk improvements, access point connections and updating ADA facilities. The Transportation Alternatives Program (TAP) is a federal MAP-21 funding program under North Central Texas Council of Governments that focuses support funding on regional or local transportation corridors and connections to public transportation.
- **Lewisville Lake Park Grant, Lewisville, Texas** – Project Manager that lead a team to prepare site analysis, grant procedure review and grant application development, and development of supporting graphics. Lewisville Lake Park is an existing park with recreation facilities and infrastructure in need of renovation, and need for additional amenities to serve the needs of the growing community. The grant is provided through the Federal Lands Access Program under Moving Ahead for Progress in the 21st Century as a method of supporting projects that provide access to Federal Lands.

- **Garden Ridge Boulevard TAP Fund, Lewisville, Texas** – Project Manager that lead a team to prepare site analysis, graphic development, and fund procedure review and application development. Garden Ridge Boulevard trail improvements include up to 3.5 miles of on-street bicycle facilities, off-street trail and walk improvements, providing connections at trail access points, and updating ADA facilities. The Transportation Alternatives Program (TAP) is a federal MAP-21 funding program under North Central Texas Council of Governments that focuses support funding on regional or local transportation corridors and connections to public transportation.
- **Trinity Trails Extension TAP Fund, Fort Worth, Texas** – Project Manager that lead a team to prepare site analysis, graphic development, and fund procedure and application review. The Trinity Trails Extension is a +/- 9.5 mile long multi-modal trail connection located in the southeast sector of the city of Fort Worth extending eastward to Arlington city limits. It provides access along the Trinity River to new residential developments and public transportation. The land in which the trail resides is public donated land and private land reserved specifically for public trails and park land. The Transportation Alternatives Program (TAP) is a federal MAP-21 funding program under North Central Texas Council of Governments that focuses support funding on regional or local transportation corridors and connections to public transportation.

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR ALTERNATIVES SET-ASIDE (TA Set-Aside) FUNDING FOR CITY OF SAN ANGELO CHADBOURNE STREET PEDESTRIAN CORRIDOR PROJECT.

WHEREAS, the City of San Angelo five year Capital Improvement Plan (CIP) includes street improvements on Chadbourne Street, from Houston Hart to Washington streets; and,

WHEREAS, the City of San Angelo desires to include within the scope of its CIP for improvements relating to Chadbourne Street, certain pedestrian infrastructure, including on and off-road pedestrian accommodations; and,

WHEREAS, prior to May 22, 2017, the City of San Angelo intends to submit a transportation alternative project application to the Texas Department of Transportation under its Transportation Alternatives Set-Aside (TA Set-Aside) Program for areas of 200,000 or less population for a grant funding the Chadbourne Street Pedestrian Corridor Project; and,

WHEREAS, a City Council resolution of support is required as part of the application process in response to the Texas Department of Transportation, Transportation Alternatives Set-Aside Call for Project applications; and,

WHEREAS, the City of San Angelo Development Corporation has resolved by resolution adopted on February 22, 2017, to provide funding in an amount not to exceed \$100,000, in support of the City's application; and,

WHEREAS, the City of San Angel Tax Increment Financing Zone Board has resolved by resolution adopted on February 28, 2017, to provide funding in an amount not to exceed \$50,000, in support of the City's application; and,

WHEREAS, the City Council for the City of San Angelo shall provide additional sources of funding in support of the application;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1. The foregoing recitals are true and correct and are adopted as a part of this Resolution.
- Section 2. The City of San Angelo supports funding this project as described in the 2017 TA Set-Aside Nomination Form (including the construction budget, the department's 15% administrative cost, and the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing.

- Section 3. The City of San Angelo will serve as the public sponsor and lead project contact on this project.
- Section 4. The City of San Angelo is willing and able to enter into an agreement with the Texas Department of Transportation by resolution or ordinance, should the project be selected for funding.
- Section 5. The City of San Angelo will designate a Responsible Person in Charge, a Project Manager, and a Qualified Person before beginning any work on the project.
- Section 6. The City of San Angelo authorizes staff to proceed to secure such professional and consultant services as are requisite to develop and submit an application for the Chadbourne Street Pedestrian Corridor Project to the Texas Department of Transportation prior to May 22, 2017, in response to the Texas Department of Transportation, Transportation Alternative Set-Aside Call for Projects.

PASSED, APPROVED, and ADOPTED on this the 7th day of March, 2017.

THE CITY OF SAN ANGELO

Attest: _____
Bryan Kendrick, City Clerk

Dwain Morrison, Mayor

Approved As to Form:

Theresa James, City Attorney

A RESOLUTION OF THE CITY OF SAN ANGELO TAX INCREMENT REINVESTMENT ZONE (TIRZ) BOARD AFFIRMING SUPPORT FOR THE CITY’S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR ALTERNATIVES SET-ASIDE (TA Set-Aside) FUNDING FOR CITY OF SAN ANGELO CHADBOURNE STREET PEDESTRIAN CORRIDOR PROJECT (“PROJECT”); PROVIDING FOR THE ALLOCATION OF UP TO FIFTY THOUSAND DOLLARS IN TIRZ FUNDS IN SUPPORT OF THE PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to V.T.C.A., Tax Code, Chapter 311, the Tax Increment Financing Act (“Act”) the City Council of the City of San Angelo, Texas, adopted an ordinance on December 19, 2006, creating a tax increment reinvestment zone named “Reinvestment Zone Number One, City of San Angelo” (TIRZ) to preserve the near and long term integrity of the economic and social investment in the designated area and needed to encourage additional new development projects within the designated area of the City; and,

WHEREAS, the City of San Angelo proposes to include within the scope of its Capital Improvement Plan (CIP), the City of San Angelo Chadbourne Street Pedestrian Corridor Project (the “Project”) providing for certain pedestrian infrastructure, including on and off-road pedestrian accommodations; and,

WHEREAS the TIRZ Final Project Plan and Reinvestment Zone Financing Plan adopted February 21, 2012, acknowledges the need for municipal support to generate a new vision and development along the Chadbourne corridor; and,

WHEREAS, prior to May 22, 2017, the City of San Angelo intends to submit a transportation alternative project application to the Texas Department of Transportation under its Transportation Alternatives Set-Aside (TA Set-Aside) Program for areas of 200,000 or less population for a grant funding the Project; and,

WHEREAS, the TIRZ Board adopts this resolution in support of the City of San Angelo application to the Texas Department of Transportation for Alternatives Set-Aside (TA Set-Aside) funding for the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO TAX INCREMENT REINVESTMENT ZONE BOARD THAT;

SECTION ONE. The foregoing recitals are determined by this Board to be true and correct, and are adopted as part of this Resolution.

SECTION TWO. The Board finds that the Project relates to development of infrastructure necessary to promote or develop new or expanded business enterprises and that provides related transportation facilities, including pedestrian transportation improvements along the Chadbourne Corridor consistent with the vision plan described in the 2012 Final Project Plan and Reinvestment Zone Financing Plan.

SECTION THREE. The TIRZ Board supports the City of San Angelo application to the Texas Department of Transportation for Alternatives Set-Aside (TA Set-Aside) funding for the City Chadbourne Street Pedestrian Corridor Project.

SECTION FOUR. The TIRZ Board shall fund one-half of the costs relating to the application in a sum not to exceed the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) in TIRZ funds allocated as a commitment in support of the Project pursuant to a memorandum of understanding and subject to approval of the City Council for the City of San Angelo.

SECTION FIVE. the Board Chairman is hereby authorized to prepare a memorandum of understanding with the City of San Angelo as approved by the City Attorney, and the TIRZ Board Chairman shall be authorized to execute said agreement.

SECTION SIX. This resolution shall be effective upon its adoption.

PASSED, APPROVED, and ADOPTED on this the 28th day of February, 2017.

CITY OF SAN ANGELO TAX INCREMENT
REINVESTMENT ZONE

BY: _____
William Dendel, Board Chairman

ATTEST:

, Vice Chair

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney

APPROVED AS TO CONTENT

Jon James, Director of
Development Services

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION (COSADC) AFFIRMING SUPPORT FOR THE CITY'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR ALTERNATIVES SET-ASIDE (TA Set-Aside) FUNDING FOR CITY OF SAN ANGELO CHADBOURNE STREET PEDESTRIAN CORRIDOR PROJECT ("PROJECT"); PROVIDING FOR THE ALLOCATION OF UP TO ONE HUNDRED THOUSAND DOLLARS IN ONE HALF CENT SALES TAX REVENUES IN SUPPORT OF THE PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the voters of the City of San Angelo on November 2, 2010 approved the use of sales and use tax proceeds for the continued economic development projects authorized under Section 4B of the Development Corporation Act (the "Act"), including but not limited to: the development, promotion, creation, retention, or expansion of business enterprises that create or retain primary jobs, including suitable infrastructure; and,

WHEREAS, the City of San Angelo proposes to include within the scope of its Capital Improvement Plan (CIP), the City of San Angelo Chadbourne Street Pedestrian Corridor Project (the "Project") providing for certain pedestrian infrastructure, including on and off-road pedestrian accommodations; and,

WHEREAS, prior to May 22, 2017, the City of San Angelo intends to submit a transportation alternative project application to the Texas Department of Transportation under its Transportation Alternatives Set-Aside (TA Set-Aside) Program for areas of 200,000 or less population for a grant funding the Project; and,

WHEREAS, the board of directors for the City of San Angelo Development Corporation (COSADC) adopts this resolution in support of the City of San Angelo application to the Texas Department of Transportation for Alternatives Set-Aside (TA Set-Aside) funding for the Project; and,

WHEREAS, the Act authorizes the support of projects that are found by the Board to be suitable for infrastructure necessary to promote or develop new or expanded business enterprises

and projects that provide for recreational and transportation infrastructure for Chadbourne Corridor Pedestrian improvements and related effects on streets and roads, rail spurs, water and sewer utilities, electric utilities, gas utilities, drainage, or other improvements.

WHEREAS, at least sixty (60) days prior to undertaking a project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION THAT;

SECTION ONE. The foregoing recitals are determined by this board to be true and correct, and are adopted as part of this Resolution.

SECTION TWO. the Board finds that the Project relates to development of infrastructure necessary to promote or develop new or expanded business enterprises and that provides for recreational and transportation infrastructure improvements.

SECTION THREE. The City of San Angelo Development Corporation supports the City of San Angelo application to the Texas Department of Transportation for Alternatives Set-Aside (TA Set-Aside) funding for the City Chadbourne Street Pedestrian Corridor Project.

SECTION FOUR. The City of San Angelo Development Corporation shall allocate up to the amount of ONE HUNDERED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in ½ cent sales tax revenues as a commitment in support of the Project pursuant to a development agreement and subject to approval of the City Council for the City of San Angelo.

SECTION FIVE. At least sixty (60) days prior to undertaking a project, a public notice of the specific project shall be published and at least one public hearing shall be held by the Development Corporation prior to expending funds on the Project in compliance with the requirements of the Development Corporation Act, Sections 505.159 and 505.160 of the Local Government Code.

SECTION SIX. This resolution shall be effective upon its adoption.

PASSED, APPROVED, and ADOPTED on this the 22ND day of February, 2017.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

BY: _____
Tommy Hiebert, President

ATTEST:

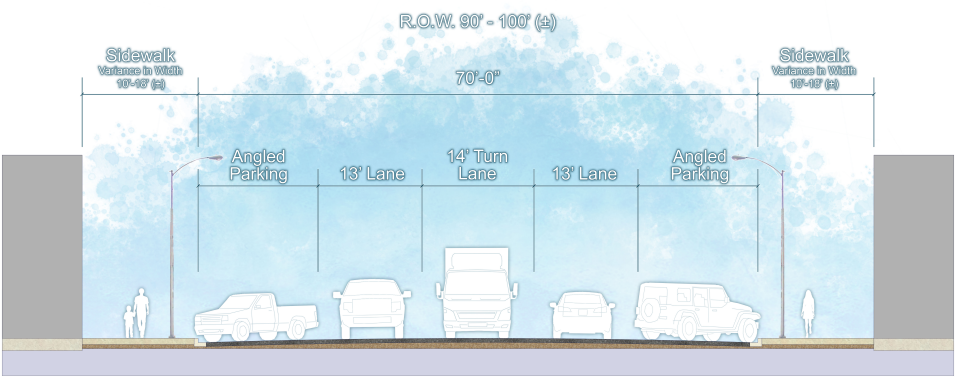
Bryan Kendrick, Corporate Secretary

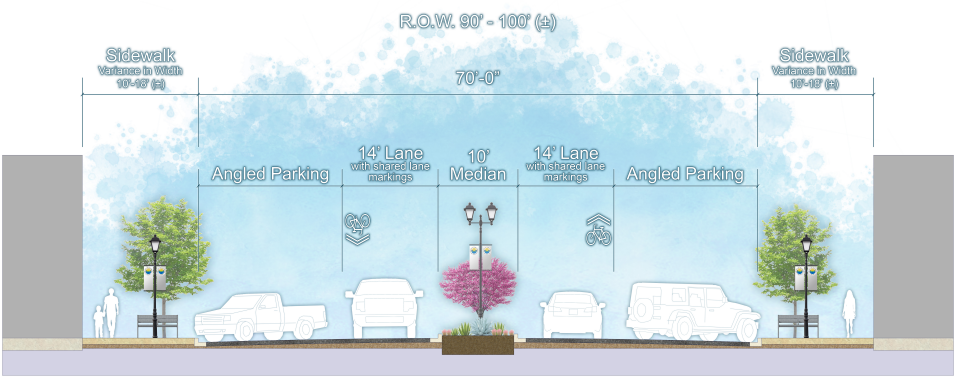
APPROVED AS TO FORM:

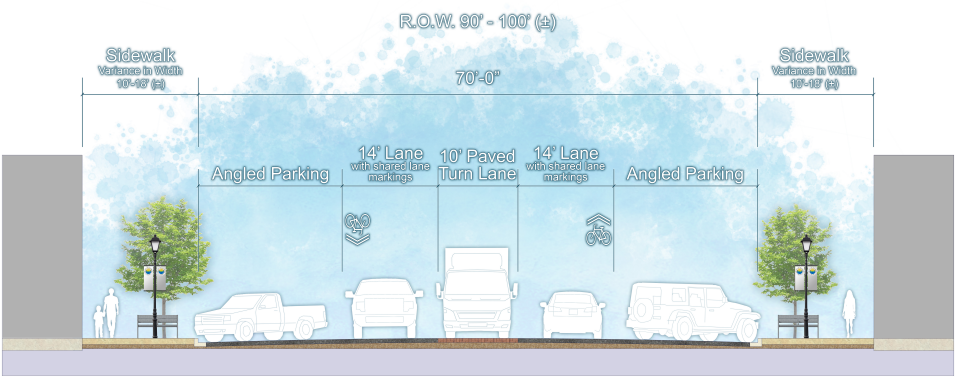
Dan T. Saluri, Deputy City Attorney











HALFF ASSOCIATES, Inc
4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422

CLIENT: The City of San Angelo
PROJECT: Chadbourne Street and Sidewalk Improvements
DATE: 5/10/2017

FILE NAME: 2017-04-26 SW Imp. 6th St to Concho
PREPARED BY: DWH
AVO: 31528A

OPTION A
6TH STREET TO CONCHO RIVER CONCEPTUAL
ESTIMATE OF PROBABLE COST

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	6th to RR		RR TO 4TH ST		4TH TO 3RD ST		3RD TO 2ND ST		2ND TO 1ST ST		1ST TO COLLEGE		COLLEGE TO HARRIS		HARRIS TO BEAUEGUARD		BEAUEGUARD TO TWOHIG		TWOHIG TO CONCHO		CONCHO TO BRIDGE		QUANTITY	TOTAL
				QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL		
PEDESTRIAN FACILITIES																											
1	REMOVE SIDEWALK AND DRIVEWAYS	SY	\$19.00	602	\$11,442	463	\$8,797	1,137	\$21,603	914	\$17,362	1,193	\$22,667	1,200	\$22,800	1,624	\$30,856	2,524	\$47,956	1,866	\$35,454	1,899	\$36,081	1,801	\$34,211	15,223	\$289,229
2	REMOVE CURB AND GUTTER	LF	\$6.00	700	\$4,200	350	\$2,100	600	\$3,600	800	\$4,800	700	\$4,200	800	\$4,800	1,100	\$6,600	1,100	\$6,600	1,200	\$7,200	1,100	\$6,600	1,200	\$7,200	9,650	\$57,900
3	CONCRETE SIDEWALK (4" THICK)	SY	\$99.00	556	\$55,000	359	\$35,530	1144	\$113,300	971	\$96,140	1049	\$103,840	1150	\$113,850	1520	\$150,480	2067	\$204,600	1908	\$188,870	1933	\$191,400	1634	\$161,766	14,291	\$1,414,776
4	DRIVEWAY APPROACH	SY	\$106.00	102	\$10,836	140	\$14,840	107	\$11,342	40	\$4,216	249	\$26,394	165	\$17,490	256	\$27,136	664	\$70,384	149	\$15,794	159	\$16,854	330	\$34,980	2,361	\$250,266
5	INTERSECTION STAMPED PAVEMENT	SY	\$99.00	0	\$0	181	\$17,897	286	\$28,358	157	\$15,518	202	\$20,020	281	\$27,841	214	\$21,142	401	\$39,743	296	\$29,271	336	\$33,242	0	\$0	2,354	\$233,032
6	HANDICAP ACCESSIBLE RAMPS	EA	\$1,863.00	3	\$5,589	8	\$14,904	8	\$14,904	8	\$14,904	4	\$7,452	8	\$14,904	10	\$18,630	12	\$22,356	10	\$18,630	8	\$14,904	4	\$7,452	83	\$154,629
7	CURBS (ALONG SIDEWALKS AND CORNER ISLANDS)	LF	\$50.00	790	\$39,500	451	\$22,550	701	\$35,050	1102	\$55,100	917	\$45,850	1179	\$58,950	1518	\$75,900	1181	\$59,050	1783	\$89,150	1733	\$86,650	1296	\$64,800	12,651	\$632,550
8	CONCHO STREET PEDESTRIAN BRIDGE	SF	\$373.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1,280	\$477,440
9	RAILROAD PEDESTRIAN CROSSING - Paseo at Old Town	LS	\$124,200.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$124,200
10	PEDESTRIAN SIGNAL HEADS	EA	\$745.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$5,960	8	\$5,960	8	\$5,960	8	\$5,960	8	\$5,960	0	\$0	40	\$29,800
11	PEDESTRIAN PUSH BUTTON STATIONS	EA	\$1,242.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$4,968	4	\$4,968	4	\$4,968	4	\$4,968	4	\$4,968	0	\$0	20	\$24,840
PEDESTRIAN FACILITIES SUBTOTAL					\$126,567		\$116,618		\$228,157		\$208,040		\$230,423		\$271,563		\$341,672		\$461,617		\$395,297		\$396,659		\$310,409		\$3,688,663
SITE FURNISHINGS																											
12	TRASH AND RECYCLE RECEPTACLES	EA	\$1,739.00	0	\$0	2	\$3,478	4	\$6,956	6	\$10,434	6	\$10,434	6	\$10,434	10	\$17,390	10	\$17,390	10	\$17,390	10	\$17,390	10	\$17,390	74	\$128,686
13	BENCHES, 6 FT LONG	EA	\$2,484.00	0	\$0	2	\$4,968	4	\$9,936	6	\$14,904	6	\$14,904	6	\$14,904	10	\$24,840	10	\$24,840	12	\$29,808	12	\$29,808	12	\$29,808	80	\$198,720
14	BIKE RACKS	EA	\$1,118.00	0	\$0	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	40	\$44,720
15	MISCELLANEOUS DISPLAY PADS	EA	\$18,630.00	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	11	\$204,930
16	ENTRY MONUMENTS	EA	\$124,200.00	1	\$124,200		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$124,200	2	\$248,400
SITE FURNISHINGS SUBTOTAL					\$142,830		\$31,548		\$39,994		\$48,440		\$48,440		\$48,440		\$65,332		\$65,332		\$70,300		\$70,300		\$194,500		\$825,456
LANDSCAPING																											
17	PLANT BEDS AND TREE WELLS WITH GROUND COVER INCLUDING SOIL, PLANTS, AND MULCH. (ENGINEERED SOIL AND PAVERS NOT INCLUDED)	SF	\$9.00	6000	\$54,000	6000	\$54,000	6000	\$54,000	8000	\$72,000	8000	\$72,000	9000	\$81,000	11700	\$105,300	11700	\$105,300	11700	\$105,300	11700	\$105,300	11700	\$105,300	101,500	\$913,500
18	HARDSCAPE TEXTURES	SF	\$12.00	500	\$6,000	323	\$3,876	1030	\$12,360	874	\$10,488	944	\$11,328	1035	\$12,420	1368	\$16,416	1860	\$22,320	1717	\$20,604	1740	\$20,880	1471	\$17,647	12,862	\$154,339
19	WAYFINDING SIGNAGE	EA	\$869.00	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	66	\$57,354
20	SHADE TREES	EA	\$621.00	6	\$3,726	12	\$7,452	12	\$7,452	16	\$9,936	16	\$9,936	19	\$11,799	23	\$14,283	23	\$14,283	23	\$14,283	23	\$14,283	23	\$14,283	196	\$121,716
21	ORNAMENTAL TREES	EA	\$248.00	6	\$1,488	13	\$3,224	13	\$3,224	18	\$4,464	18	\$4,464	20	\$4,960	25	\$6,200	25	\$6,200	25	\$6,200	25	\$6,200	25	\$6,200	213	\$52,824
22	IRRIGATION	SF	\$3.00	6000	\$18,000	6000	\$18,000	6000	\$18,000	8000	\$24,000	8000	\$24,000	9000	\$27,000	11700	\$35,100	11700	\$35,100	11700	\$35,100	11700	\$35,100	11700	\$35,100	101,500	\$304,500
LANDSCAPING SUBTOTAL					\$88,428		\$91,766		\$100,250		\$126,102		\$126,942		\$142,393		\$182,513		\$188,417		\$186,701		\$186,977		\$183,744		\$1,604,233
UTILITIES																											
23	18" STORM DRAIN PIPE	LF	\$62.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	420	\$26,040	420	\$26,040	2320	\$143,840	3,160	\$195,920
24	GRATE INLETS	EA	\$7,452.00		\$0		\$0		\$0		\$0		\$0		\$0	2	\$14,904	4	\$29,808	2	\$14,904	2	\$14,904	2	\$14,904	12	\$89,424
25	WATER IMPROVEMENTS	LS	\$171,396.00	1	\$171,396		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$171,396
26	SANITARY SEWER IMPROVEMENTS	LS	\$337,824.00	0	\$0	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$337,824
27	STREET LAMPS - ORNATE	EA	\$4,968.00	10	\$49,680	8	\$39,744	8	\$39,744	10	\$49,680	10	\$49,680	10	\$49,680	12	\$59,616	10	\$49,680	10	\$49,680	12	\$59,616	12	\$59,616	110	\$546,480
28	UNDERGROUND ELECTRIC	LF	\$621.00	750	\$465,750	330	\$204,930	330	\$204,930	450	\$279,450	450	\$279,450	450	\$279,450	560	\$347,760	520	\$322,920	520	\$322,920	520	\$322,920	520	\$322,920	5,400	\$3,353,400
29	TRAFFIC SIGNALS - COLLEGE, HARRIS, BEAUREARD, TWOHIG, CONCHO	EA	\$290,628.00		\$0		\$0		\$0		\$0		\$0	1	\$290,628	1	\$290,628	1	\$290,628	1	\$290,628	1	\$290,628		\$0	5	\$1,453,140
30	ADJUST WATER VALVE BOX	EA	\$373.00		\$0	2	\$746	4	\$1,492	2	\$746	1	\$373	4	\$1,492	4	\$1,492	9	\$3,357	6	\$2,238	3	\$1,119		\$0	33	\$12,309
31	ADJUST SANITARY SEWER, GAS, AND COMMUNICATION MANHOLES	EA	\$621.00		\$0		\$0	2	\$1,242	3	\$1,863	2	\$1,242	3	\$1,863	2	\$1,242	2	\$1,242	3	\$1,863	1	\$621		\$0	18	\$11,178
UTILITY SUBTOTAL					\$686,826		\$279,202		\$281,190		\$365,521		\$364,527		\$655,776		\$749,424		\$728,433		\$743,174		\$740,813		\$576,181		\$ 6,171,071
CONCRETE PAVING																											
32	REMOVE ASPHALT PAVING	SY	\$9.00	3583	\$32,247	1746	\$15,718	1828	\$16,450	2437	\$21,933	2437	\$21,933	2843	\$25,588	3737	\$33,630	3412	\$30,706	3412	\$30,706	3412	\$30,706	3737	\$33,630	32,583	\$293,247
33	FLEXIBLE BASE (TYPE A, GRADE 2, COMPLETE IN PLACE)	SY	\$37.00	3583	\$132,571	1852	\$68,524	1831	\$67,747	2236	\$82,732	1822	\$67,414	2800	\$103,600	3564	\$131,868	2990	\$110,630	3720	\$137,640	3567	\$131,979	2302	\$85,174	30,267	\$1,119,879
34	CONCRETE PAVING - 8-INCH	SY	\$75.00	3583	\$268,725	1852	\$138,900	1831	\$137,325	2236	\$167,700	1822	\$136,650	2800	\$210,000	3564	\$267,300	2990	\$224,250	3720	\$279,000	3567	\$267,525	2302	\$172,650	30,267	\$2,270,025
35	PAVEMENT MARKINGS AND SIGNAGE	LS	\$40,986.00	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$40,986
36	STORM WATER POLLUTION PREVENTION PLAN	MO	\$621.00	1.5	\$932	1.5	\$932	1.5	\$932	1.5	\$932	1.5	\$932	1.5	\$932	1.5	\$932	1.5	\$932	1.5	\$932	1.5	\$932	1.5	\$932	17	\$10,247
37	TRAFFIC CONTROL	MO	\$10,557.00	1.5	\$15,836	1.5	\$15,836	1.5	\$15,836	1.5	\$15,836	1.5	\$15,836	1.5	\$15,836	1.5	\$15,836	1.5	\$15,836	1.5	\$15,836	1.5	\$15,836	1.5	\$15,836	17	\$174,191
38	MOBILIZATION (5% CONSTRUCTION COST)	LS	\$784,500.00	1	\$74,900	1	\$38,100	1	\$44,600	1	\$52,000	1	\$73,900	1	\$89,600	1	\$91,500	1	\$92,300	1	\$92,300	1	\$92,300	1	\$92,300	1	\$784,500
CONCRETE PAVING SUBTOTAL					\$528,936		\$281,735		\$286,615		\$344,858		\$297,290		\$433,581		\$542,891		\$477,579		\$561,039		\$543,003		\$390,747		\$4,693,074
CONSTRUCTION SUBTOTAL					\$1,573,587		\$800,870		\$936,206		\$1,092,962		\$1,067,622		\$1,551,754		\$1,881,833		\$1,921,378		\$1,956,511		\$1,937,752		\$1,655,582		\$ 16,982,497
DESIGN FEES					\$66,182		\$66,182		\$66,182		\$66,182		\$66,182		\$66,182		\$66,182		\$66,182		\$66,182		\$66,182		\$66,182		\$728,000
TXDOT ADMINISTRATION FEES FOR GRANT- 15% OF GRANT CONSTRUCTION COST -					\$53,670		\$35,990		\$55,260		\$57,390		\$60,870		\$69,360		\$88,430		\$107,300		\$99,840		\$98,090		\$103,300		\$918,000
MATERIAL TESTING - 3%					\$47,210		\$24,030		\$28,090		\$32,790		\$32,030		\$46,550		\$56,450		\$57,640		\$58,700		\$58,130		\$49,670		\$509,000
CITY INSPECTION - 4%					\$62,940		\$32,030		\$37,450		\$43,720		\$42,700		\$62,070		\$75,270		\$76,860		\$77,510		\$76,260		\$67,900		\$679,000
PERMITTING FEES - 0.5%					\$7,870		\$4,000		\$4,680		\$5,460		\$5,340		\$7,760		\$9,410		\$9,610		\$9,780		\$9,690		\$8,280		\$85,000
PROJECT TOTAL (ROUNDED)					\$ 1,811,000		\$ 963,000		\$ 1,128,000		\$ 1,299,000		\$ 1,275,000		\$ 1,804,000		\$ 2,178,000		\$ 2,239,000		\$ 2,267,000		\$ 2,247,000		\$ 1,949,000		\$ 19,901,000
GRANT EL																											

This statement was prepared utilizing standard cost estimate practices. It is understood and agreed that this is an estimate only, and that Engineer shall not be liable to Owner or to a third party for any failure to accurately estimate the cost of the project, or any part thereof.

HALFF ASSOCIATES, Inc.
4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422

CLIENT: The City of San Angelo
PROJECT: Chadbourne Street and Sidewalk Improvements
DATE: 5/10/2017

FILE NAME: 2017-04-26 SW Imp. 6th St to Concho
PREPARED BY: DWH
AVO: 31528A

OPTION A
6TH STREET TO CONCHO RIVER CONCEPTUAL
ESTIMATE OF PROBABLE COST

				6th to RR		RR TO 4TH ST		4TH TO 3RD ST		3RD TO 2ND ST		2ND TO 1ST ST		1ST TO COLLEGE		COLLEGE TO HARRIS		HARRIS TO BEAUEGUARD		BEAUEGUARD TO TWOHIG		TWOHIG TO CONCHO		CONCHO TO BRIDGE		QUANTITY	TOTAL	
ITEM NO.	DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	
	PEDESTRIAN FACILITIES																											
1	REMOVE SIDEWALK AND DRIVEWAYS	SY	\$19.00	602	\$11,442	463	\$8,797	1,137	\$21,603	914	\$17,362	1,193	\$22,667	1,200	\$22,800	1,624	\$30,856	2,524	\$47,956	1,866	\$35,454	1,899	\$36,081	1,801	\$34,211	15,223	\$289,229	
2	REMOVE CURB AND GUTTER	LF	\$6.00	700	\$4,200	350	\$2,100	600	\$3,600	800	\$4,800	700	\$4,200	800	\$4,800	1100	\$6,600	1100	\$6,600	1200	\$7,200	1100	\$6,600	1200	\$7,200	9,650	\$57,900	
3	CONCRETE SIDEWALK (4" THICK)	SY	\$99.00	556	\$55,000	359	\$35,530	1144	\$113,300	971	\$96,140	1049	\$103,840	1150	\$113,850	1520	\$150,480	2067	\$204,600	1908	\$188,870	1933	\$191,400	1634	\$161,766	14,291	\$1,414,776	
4	DRIVEWAY APPROACH	SY	\$106.00	102	\$10,836	140	\$14,840	107	\$11,342	40	\$4,216	249	\$26,394	165	\$17,490	256	\$27,136	664	\$70,384	149	\$15,794	159	\$16,854	330	\$34,980	2,361	\$250,266	
5	INTERSECTION STAMPED PAVEMENT	SY	\$99.00	0	\$0	181	\$17,897	286	\$28,358	157	\$15,518	202	\$20,020	281	\$27,841	214	\$21,142	401	\$39,743	296	\$29,271	336	\$33,242	0	\$0	2,354	\$233,032	
6	HANDICAP ACCESSIBLE RAMPS	EA	\$1,863.00	3	\$5,589	8	\$14,904	8	\$14,904	8	\$14,904	4	\$7,452	8	\$14,904	10	\$18,630	12	\$22,356	10	\$18,630	8	\$14,904	4	\$7,452	83	\$154,629	
7	CURBS (ALONG SIDEWALKS AND CORNER ISLANDS)	LF	\$50.00	790	\$39,500	451	\$22,550	701	\$35,050	1102	\$55,100	917	\$45,850	1179	\$58,950	1518	\$75,900	1181	\$59,050	1783	\$89,150	1733	\$86,650	1296	\$64,800	12,651	\$632,550	
8	CONCHO STREET PEDESTRIAN BRIDGE	SF	\$373.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1,280	\$477,440	
9	RAILROAD PEDESTRIAN CROSSING - Paseo at Old Town	LS	\$124,200.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$124,200	
10	PEDESTRIAN SIGNAL HEADS	EA	\$745.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$5,960	8	\$5,960	8	\$5,960	8	\$5,960	8	\$5,960	0	\$0	40	\$29,800	
11	PEDESTRIAN PUSH BUTTON STATIONS	EA	\$1,242.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$4,968	4	\$4,968	4	\$4,968	4	\$4,968	4	\$4,968	0	\$0	20	\$24,840	
	PEDESTRIAN FACILITIES SUBTOTAL				\$126,567		\$116,618		\$228,157		\$208,040		\$230,423		\$271,563		\$341,672		\$461,617		\$395,297		\$396,659		\$310,409		\$3,688,663	
	SITE FURNISHINGS																											
12	TRASH AND RECYCLE RECEPTACLES	EA	\$1,739.00	0	\$0	2	\$3,478	4	\$6,956	6	\$10,434	6	\$10,434	6	\$10,434	10	\$17,390	10	\$17,390	10	\$17,390	10	\$17,390	10	\$17,390	74	\$128,686	
13	BENCHES, 6 FT LONG	EA	\$2,484.00	0	\$0	2	\$4,968	4	\$9,936	6	\$14,904	6	\$14,904	6	\$14,904	10	\$24,840	10	\$24,840	12	\$29,808	12	\$29,808	12	\$29,808	80	\$198,720	
14	BIKE RACKS	EA	\$1,118.00	0	\$0	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	4	\$4,472	40	\$44,720	
15	MISCELLANEOUS DISPLAY PADS	EA	\$18,630.00	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	1	\$18,630	11	\$204,930	
16	ENTRY MONUMENTS	EA	\$124,200.00	1	\$124,200		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$124,200	2	\$248,400	
	SITE FURNISHINGS SUBTOTAL				\$142,830		\$31,548		\$39,994		\$48,440		\$48,440		\$48,440		\$65,332		\$65,332		\$70,300		\$70,300		\$194,500		\$825,456	
	LANDSCAPING																											
17	PLANT BEDS AND TREE WELLS WITH GROUND COVER INCLUDING SOIL, PLANTS, AND MULCH. (ENGINEERED SOIL AND PAVERS NOT INCLUDED)	SF	\$9.00	6000	\$54,000	6000	\$54,000	6000	\$54,000	8000	\$72,000	8000	\$72,000	9000	\$81,000	11700	\$105,300	11700	\$105,300	11700	\$105,300	11700	\$105,300	11700	\$105,300	101,500	\$913,500	
18	HARDSCAPE TEXTURES	SF	\$12.00	500	\$6,000	323	\$3,876	1030	\$12,360	874	\$10,488	944	\$11,328	1035	\$12,420	1368	\$16,416	1860	\$22,320	1717	\$20,604	1740	\$20,880	1471	\$17,647	12,862	\$154,339	
19	WAYFINDING SIGNAGE	EA	\$869.00	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	6	\$5,214	66	\$57,354	
20	SHADE TREES	EA	\$621.00	6	\$3,726	12	\$7,452	12	\$7,452	16	\$9,936	16	\$9,936	19	\$11,799	23	\$14,283	23	\$14,283	23	\$14,283	23	\$14,283	23	\$14,283	196	\$121,716	
21	ORNAMENTAL TREES	EA	\$248.00	6	\$1,488	13	\$3,224	13	\$3,224	18	\$4,464	18	\$4,464	20	\$4,960	25	\$6,200	25	\$6,200	25	\$6,200	25	\$6,200	25	\$6,200	213	\$52,824	
22	IRRIGATION	SF	\$3.00	6000	\$18,000	6000	\$18,000	6000	\$18,000	8000	\$24,000	8000	\$24,000	9000	\$27,000	11700	\$35,100	11700	\$35,100	11700	\$35,100	11700	\$35,100	11700	\$35,100	101,500	\$304,500	
	LANDSCAPING SUBTOTAL				\$88,428		\$91,766		\$100,250		\$126,102		\$126,942		\$142,393		\$182,513		\$188,417		\$186,701		\$186,977		\$183,744		\$1,604,233	
	UTILITIES																											
23	18" STORM DRAIN PIPE	LF	\$62.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	420	\$26,040	420	\$26,040	2320	\$143,840	3,160	\$195,920	
24	GRATE INLETS	EA	\$7,452.00		\$0		\$0		\$0		\$0		\$0		\$0	2	\$14,904	4	\$29,808	2	\$14,904	2	\$14,904	2	\$14,904	12	\$89,424	
25	WATER IMPROVEMENTS	LS	\$171,396.00	1	\$171,396		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$171,396	
26	SANITARTY SEWER IMPROVEMENTS	LS	\$337,824.00	0	\$0	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	1	\$33,782	
27	STREET LAMPS - ORNATE	EA	\$4,968.00	10	\$49,680	8	\$39,744	8	\$39,744	10	\$49,680	10	\$49,680	10	\$49,680	12	\$59,616	10	\$49,680	10	\$49,680	10	\$49,680	12	\$59,616	110	\$546,480	
28	UNDERGROUND ELECTRIC	LF	\$621.00	750	\$465,750	330	\$204,930	330	\$204,930	450	\$279,450	450	\$279,450	450	\$279,450	560	\$347,760	520	\$322,920	520	\$322,920	520	\$322,920	520	\$322,920	5,400	\$3,353,400	
29	TRAFFIC SIGNALS -COLLEGE, HARRIS, BEAUREARD, TWOHIG, CONCHO	EA	\$290,628.00		\$0		\$0		\$0		\$0		\$0	1	\$290,628	1	\$290,628	1	\$290,628	1	\$290,628	1	\$290,628		\$0	5	\$1,453,140	
30	ADJUST WATER VALVE BOX	EA	\$373.00		\$0	2	\$746	4	\$1,492	2	\$746	1	\$373	1	\$373	4	\$1,492	1	\$373	9	\$3,357	6	\$2,238	3	\$1,119	33	\$12,309	
31	ADJUST SANITARY SEWER, GAS, AND COMMUNICATION MANHOLES	EA	\$621.00		\$0		\$0	2	\$1,242	3	\$1,863	2	\$1,242	3	\$1,863	2	\$1,242	2	\$1,242	3	\$1,863	1	\$621		\$0	18	\$11,178	
	UTILITY SUBTOTAL				\$686,826		\$279,202		\$281,190		\$365,521		\$364,527		\$655,776		\$749,424		\$728,433		\$743,174		\$740,813		\$576,181		\$ 6,171,071	
	CONCRETE PAVING																											
32	REMOVE ASPHALT PAVING	SY	\$9.00	3583	\$32,247	1746	\$15,718	1828	\$16,450	2437	\$21,933	2437	\$21,933	2843	\$25,588	3737	\$33,630	3412	\$30,706	3412	\$30,706	3412	\$30,706	3737	\$33,630	32,583	\$293,247	
33	FLEXIBLE BASE (TYPE A, GRADE 2, COMPLETE IN PLACE)	SY	\$37.00	3583	\$132,571	1852	\$68,524	1831	\$67,747	2236	\$82,732	1822	\$67,414	2800	\$103,600	3564	\$131,868	2990	\$110,630	3720	\$137,640	3567	\$131,979	2302	\$85,174	30,267	\$1,119,879	
34	CONCRETE PAVING - 8-INCH	SY	\$75.00	3583	\$268,725	1852	\$138,900	1831	\$137,325	2236	\$167,700	1822	\$136,650	2800	\$210,000	3564	\$267,300	2990	\$224,250	3720	\$279,000	3567	\$267,525	2302	\$172,650	30,267	\$2,270,025	
35	PAVEMENT MARKINGS AND SIGNAGE	LS	\$40,986.00	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$3,726	1	\$40,986	
36	STORM WATER POLLUTION PREVENTION PLAN	MO	\$621.00</																									

ITEM NO.	DESCRIPTION	UNIT
	PAVEMENT MARKINGS	
	REFL PAV MRK TY I (WHITE) 4" (SOLID) (100 MIL)	LF
	REFL PAV MRK TY I (WHITE) 4" (BRK) (100 MIL)	LF
	REFL PAV MRK TY I (YELLOW) 4" (SOLID) (100 MIL)	LF
	REFL PAV MRK TY I (YELLOW) 4" (BRK) (100 MIL)	LF
	REFL PAV MRK TY II (RED) 4" (SOLID)	LF
	REFL PAV MRK TY II-A-A	EA
	REFL PAV MRK TY II-C-R	EA
	REFL PAV MRK TY I (W) (RR XING) (100 MIL)	EA
	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF
	REFL PAV MRK TY I (W) (ONLY) (100 MIL)	EA
	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	EA
	REFL PAV MRK TY I (W) (SYMBOL) (100 MIL) - HANDICAP	EA

PAVEMENT MARKING
PAVEMENT MARKING

UNIT COST	QUANTITY	TOTAL
\$0.50	4,063	\$2,031
\$0.50	3,780	\$1,890
\$0.50	9,494	\$4,747
\$0.50	1,648	\$824
\$0.50	716	\$358
\$5.00	114	\$570
\$5.00	90	\$450
\$500.00	3	\$1,500
\$8.00	3,129	\$25,032
\$150.00	13	\$1,950
\$130.00	13	\$1,690
\$150.00	4	\$600

\$41,642

\$42,000

4063			
3780			
9494			
1648			
716			
114			
90			
		3	
3129			
13			
13			
4			

[illegible]

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[illegible]

[illegible]

PHASE 2 - WATER & SEWER IMPROVEMENTS
IN THE AREA OF CHADBOURNE'S STREET AND SIDEWALK IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT
WATER LINE IMPROVEMENTS		
1	ABANDON EXISTING WATER LINE (CUT, GROUT, AND PLUG)	LF
2	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA
3	REMOVE EXISTING VALVES, TEES, AND CROSSES	EA
4	2-INCH DUCTILE IRON WATER LINE	LF
5	4-INCH C-900 PVC WATER LINE DR18	LF
6	6-INCH C-900 PVC WATER LINE DR18	LF
7	8-INCH C-900 PVC WATER LINE DR18	LF
8	10-INCH C-900 PVC WATER LINE DR18	LF
9	12-INCH C-900 PVC WATER LINE DR18	LF
10	8-INCH C515 GATE VALVE	EA
11	10-INCH C515 GATE VALVE	EA
12	12-INCH X 8-INCH TAPPING SLEEVE AND VALVE	EA
13	CONNECT TO EXISTING WATER LINE	EA
14	FIRE HYDRANT ASSEMBLY	EA
15	SAWCUT, REMOVE HMAC, AND PERMENANT TRENCH REPAIR	SF
	WATER LINE SUBTOTAL	
SANITARY SEWER LINE IMPROVEMENTS		
16	ABANDON EXISTING SANITARY SEWER LINE (CUT, GROUT, AND PLUG)	LF
17	REMOVE EXISTING SANITARY SEWER LINE	LF
18	REMOVE EXISTING SANITARY SEWER MANHOLE	EA
19	6-INCH SDR-35 PVC SEWER LINE	LF
20	8-INCH SDR-35 PVC SEWER LINE	LF
21	8-INCH C-900 PVC SEWER LINE	LF
22	4-FT DIAMETER TYPE-B SEWER MANHOLE	EA
23	4-FT DIAMETER TYPE-B SEWER DROP MANHOLE	EA
24	4-FT DIAMETER TYPE-B SEWER DOUBLE DROP MANHOLE	EA
25	RECONNECT EXISTING SERVICES (SERVICE LINE AND CLEANOUTS)	EA
26	CONNECT TO EXISTING SANITARY SEWER LINE	EA
	SANITARY SEWER LINE SUBTOTAL	

UNIT COST	QUANTITY	TOTAL
\$4.00	291	\$1,164
\$500.00	-	\$0
\$400.00	1	\$400
\$30.00	-	\$0
\$40.00	9	\$360
\$50.00	9	\$450
\$60.00	282	\$16,920
\$70.00	-	\$0
\$80.00	-	\$0
\$1,400.00	-	\$0
\$1,800.00	-	\$0
\$2,400.00	4	\$9,600
\$800.00	4	\$3,200
\$5,000.00	-	\$0
\$10.00	400	\$4,000
		\$36,094
\$4.00	3,193	\$12,772
\$15.00	702	\$10,530
\$400.00	9	\$3,600
\$35.00	69	\$2,415
\$40.00	3,459	\$138,360
\$60.00	452	\$27,120
\$3,000.00	11	\$33,000
\$3,500.00	2	\$7,000
\$4,000.00	1	\$4,000
\$500.00	12	\$6,000
\$500.00	8	\$4,000
		\$248,797

211	400	401	500	501
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	0	0		
	0	9		
	0	9		
	0	282		
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	0	4		
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	0	0		
	0	400		
			701	340
			0	109
			1	2
			25	0
			700	304
			0	163
			3	1
			0	2
			0	0
			3	0
			3	1

502	503	504	505
0	901	900	351
593	0	0	0
1	3	1	1
0	44	0	0
593	900	839	123
0	0	61	228
1	2	2	2
0	0	0	0
0	1	0	0
0	5	4	0
0	4	0	0

PHASE 3 - WATER & SEWER IMPROVEMENTS
IN THE AREA OF CHADBOURNE'S STREET AND SIDEWALK IMPROVEMENTS

Item No.	Description	Unit
WATER LINE IMPROVEMENTS		
36	ABANDON EXISTING WATER LINE (CUT, GROUT, AND PLUG)	LF
37	REMOVE EXISTING WATER LINE	LF
38	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA
39	REMOVE EXISTING VALVES, TEES, AND CROSSES	EA
40	4-INCH C-900 PVC WATER LINE DR18	LF
41	6-INCH C-900 PVC WATER LINE DR18	LF
42	8-INCH C-900 PVC WATER LINE DR18	LF
43	14-INCH C-905 PVC WATER LINE DR18	LF
44	18-INCH C-905 PVC WATER LINE DR18	LF
45	4"x4" TAPPING SLEEVE AND VALVE	EA
46	6"x6" TAPPING SLEEVE AND VALVE	EA
47	CONNECT TO EXISTING WATER LINE	EA
48	FIRE HYDRANT ASSEMBLY	EA
49	SAWCUT, REMOVE HMAC, AND PERMANENT TRENCH REPAIR	SF
50	SAWCUT, REMOVE CONCRETE, AND PERMANENT TRENCH REPAIR	SF
51	REMOVE CONCRETE SIDEWALK	SY
52	CONCRETE SIDEWALK (4" THICK)	SF
53	CONCRETE CURB AND GUTTER (6" HEIGHT)	LF
54	BLOCK SODDING	SF
	WATER LINE SUBTOTAL	
SANITARY SEWER LINE IMPROVEMENTS		
55	REMOVE EXISTING SANITARY SEWER MANHOLE	EA
56	8-INCH HDPE SEWER LINE BY PIPE ENLARGEMENT METHOD	LF
57	12-INCH HDPE SEWER LINE BY PIPE ENLARGEMENT METHOD	LF
58	4-FT DIAMETER TYPE-B SEWER MANHOLE	EA
59	RECONNECT EXISTING SERVICES (SERVICE LINE AND CLEANOUTS)	EA
60	SAWCUT, REMOVE HMAC, AND PERMENANT TRENCH REPAIR	SF
61	SAWCUT, REMOVE GRAVEL, AND PERMANENT TRENCH REPAIR	SF
	SANITARY SEWER LINE SUBTOTAL	

Unit Cost	Quantity	Total
\$4.00	96	\$384
\$15.00	-	\$0
\$500.00	-	\$0
\$400.00	-	\$0
\$45.00	66	\$2,970
\$50.00	9	\$450
\$60.00	27	\$1,620
\$130.00	-	\$0
\$150.00	-	\$0
\$1,200.00	-	\$0
\$1,600.00	2	\$3,200
\$800.00	4	\$3,200
\$5,000.00	-	\$0
\$10.00	94	\$940
\$15.00	45	\$675
\$7.00	2	\$14
\$70.00	20	\$1,400
\$50.00	4	\$200
\$30.00	43	\$1,290
		\$16,343
\$400.00	6	\$2,400
\$120.00	1,017	\$122,040
\$150.00	-	\$0
\$3,000.00	7	\$21,000
\$500.00	9	\$4,500
\$10.00	972	\$9,720
\$8.00	180	\$1,440
		\$161,100

400	401	500	501	502
0	96			
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0				
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0	66			
0	9			
0	27			
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0	2			
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0	94			
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	20			
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		0	0	0
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			0	

[illegible]

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR ALTERNATIVES SET-ASIDE (TA Set-Aside) FUNDING FOR CITY OF SAN ANGELO CHADBOURNE STREET PEDESTRIAN CORRIDOR PROJECT.

WHEREAS, the City of San Angelo five year Capital Improvement Plan (CIP) includes street improvements on Chadbourne Street, from Houston Hart to Washington streets; and,

WHEREAS, the City of San Angelo desires to include within the scope of its CIP for improvements relating to Chadbourne Street, certain pedestrian infrastructure, including on and off-road pedestrian and bicyclist accommodations; and,

WHEREAS, prior to May 22, 2017, the City of San Angelo intends to submit a transportation alternative project application to the Texas Department of Transportation under its Transportation Alternatives Set-Aside (TA Set-Aside) Program for areas of 200,000 or less population for a grant funding the Chadbourne Street Pedestrian Corridor Project; and,

WHEREAS, a City Council resolution of support is required as part of the application process in response to the Texas Department of Transportation, Transportation Alternatives Set-Aside Call for Project applications; and,

WHEREAS, the City of San Angelo Development Corporation has resolved by resolution adopted on February 22, 2017, to provide funding in an amount not to exceed \$100,000, in support of the City's application; and,

WHEREAS, the City of San Angelo Tax Increment Financing Zone Board has resolved by resolution adopted on February 28, 2017, to provide funding in an amount not to exceed \$50,000, in support of the City's application; and,

WHEREAS, the City Council for the City of San Angelo shall provide additional sources of funding in support of the application;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1. The foregoing recitals are true and correct and are adopted as a part of this Resolution.
- Section 2. The City of San Angelo supports funding this project as described in the 2017 TA Set-Aside Nomination Form (including the construction budget, the department's 15% administrative cost, and a 30% local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing.
- Section 3. The City of San Angelo will serve as the public sponsor and lead project contact on this project.

Section 4. The City of San Angelo is willing and able to enter into an agreement with the Texas Department of Transportation by resolution or ordinance, should the project be selected for funding.

Section 5. The City of San Angelo will designate a Responsible Person in Charge, a Project Manager, and a Qualified Person before beginning any work on the project.

PASSED, APPROVED, and ADOPTED on this the 16th day of May, 2017.

THE CITY OF SAN ANGELO

Attest: _____
Bryan Kendrick, City Clerk

Dwain Morrison, Mayor

Approved As to Form:

Theresa James, City Attorney

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL APPROVING THE FUNDING PLAN FOR CITY OF SAN ANGELO CHADBOURNE STREET PEDESTRIAN CORRIDOR PROJECT.

WHEREAS, the City of San Angelo five year Capital Improvement Plan (CIP) includes street improvements on Chadbourne Street, from Houston Hart to Washington streets; and,

WHEREAS, the City of San Angelo desires to include within the scope of its CIP for improvements relating to Chadbourne Street, certain pedestrian infrastructure, including on and off-road pedestrian and bicyclist accommodations; and,

WHEREAS, the City of San Angelo anticipates funding to be received for the project from the Metropolitan Planning Organization, the TIRZ North and the TIRZ South, the COSADC, and various sources of grants.

WHEREAS, the City Council for the City of San Angelo supports this project through the allocation of City funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City of San Angelo supports funding this project through the expenditure of funds as depicted in the funding plan attached as Exhibit A to this resolution.

PASSED, APPROVED, and ADOPTED on this the 16th day of May, 2017.

THE CITY OF SAN ANGELO

Attest: _____
Bryan Kendrick, City Clerk

Dwain Morrison, Mayor

Approved As to Form:

Theresa James, City Attorney

EXHIBIT "A"

Chadbourne Street Project

Estimated Funding:

	S. TIRZ - 25%	S. TIRZ - 50%	***
	N. TIRZ - 25%	N. TIRZ - 25%	
	No Assessment	SA - \$10/ft/yr	
Streets:	2,500,000.00	2,500,000.00	
MPO:	4,000,000.00	4,000,000.00	(3 year allocation)
TIRZ North:	957,411.00	957,411.00	(8 year allocation of 25%)
TIRZ South:	547,349.00	1,125,101.00	(8 year allocation of 25%)
COSADC:	3,750,000.00	3,750,000.00	(5 year allocation of \$750,000 each year)
River:	200,000.00	200,000.00	Complete ADA access along river trail
Storm Water:	300,000.00	300,000.00	(Approximate amount of project pertaining to stromwater)
Sewer Fund:	300,000.00	300,000.00	(Approximate amount of project pertaining to sewer)
Water Fund:	200,000.00	200,000.00	(Approximate amount of project pertaining to water)
HOT Fund:	50,000.00	50,000.00	(Way Finding)
TxDot Grant:	4,925,273.00	4,925,273.00	
Other Grants:	35,000.00	35,000.00	(Estimate of possible grant)
Special Assessment:	-	600,000.00	
Estimated Total:	17,765,033.00	18,942,785.00	

Project Estimates:

Projected Cost	19,901,000.00	19,901,000.00	
Projected Funding	17,765,033.00	18,942,785.00	
City Inspection Credit	500,000.00	500,000.00	
Permitting Fees Credit	50,000.00	50,000.00	
Approximate Shortfall	1,585,967.00	408,215.00	Shortfall to come from street funding or other sources as they become available.

***First year commitment of 25%

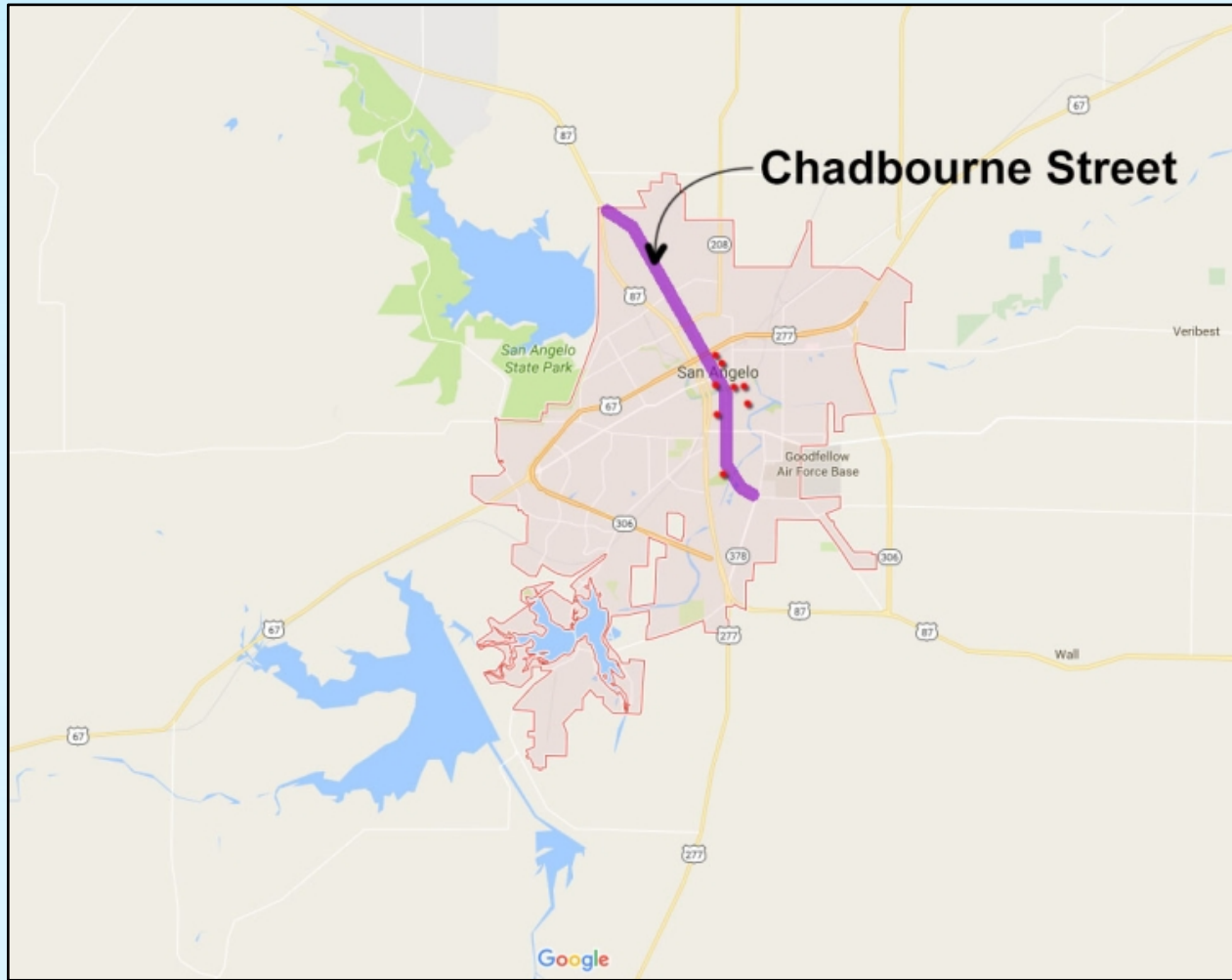


City Council

May 16, 2017



Why Chadbourne Street?



Central location, north/south connection into town

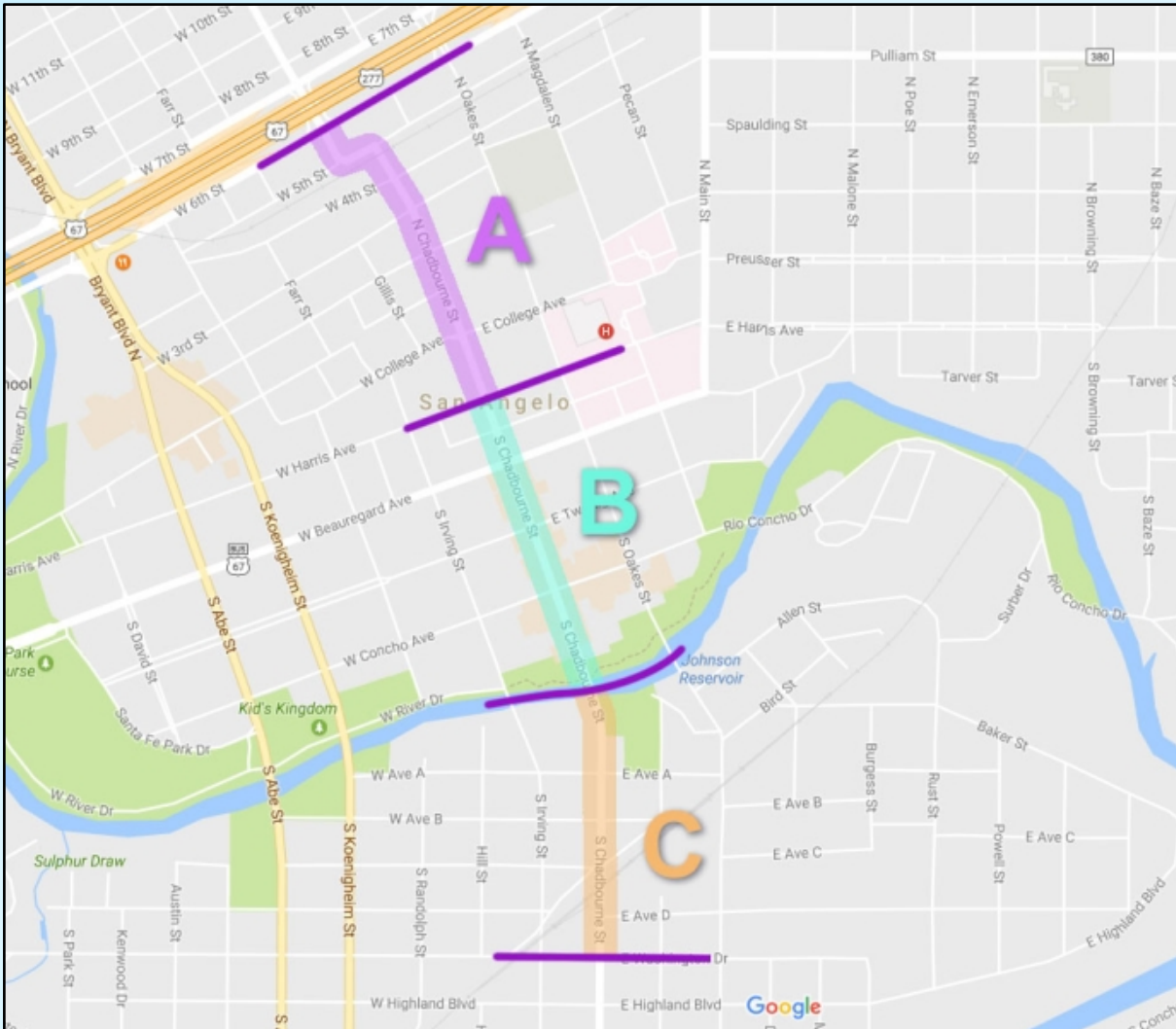
Proximity to hospital, dining & entertainment, bus station, cultural & heritage facilities, parks & recreation

Connection to Concho River

Opportunities for funding



What part of Chadbourne Street?



3 areas:

- U.S. Highway 67 / 277 to Harris Avenue
- Harris Avenue to Concho River
- Concho River to Washington Drive



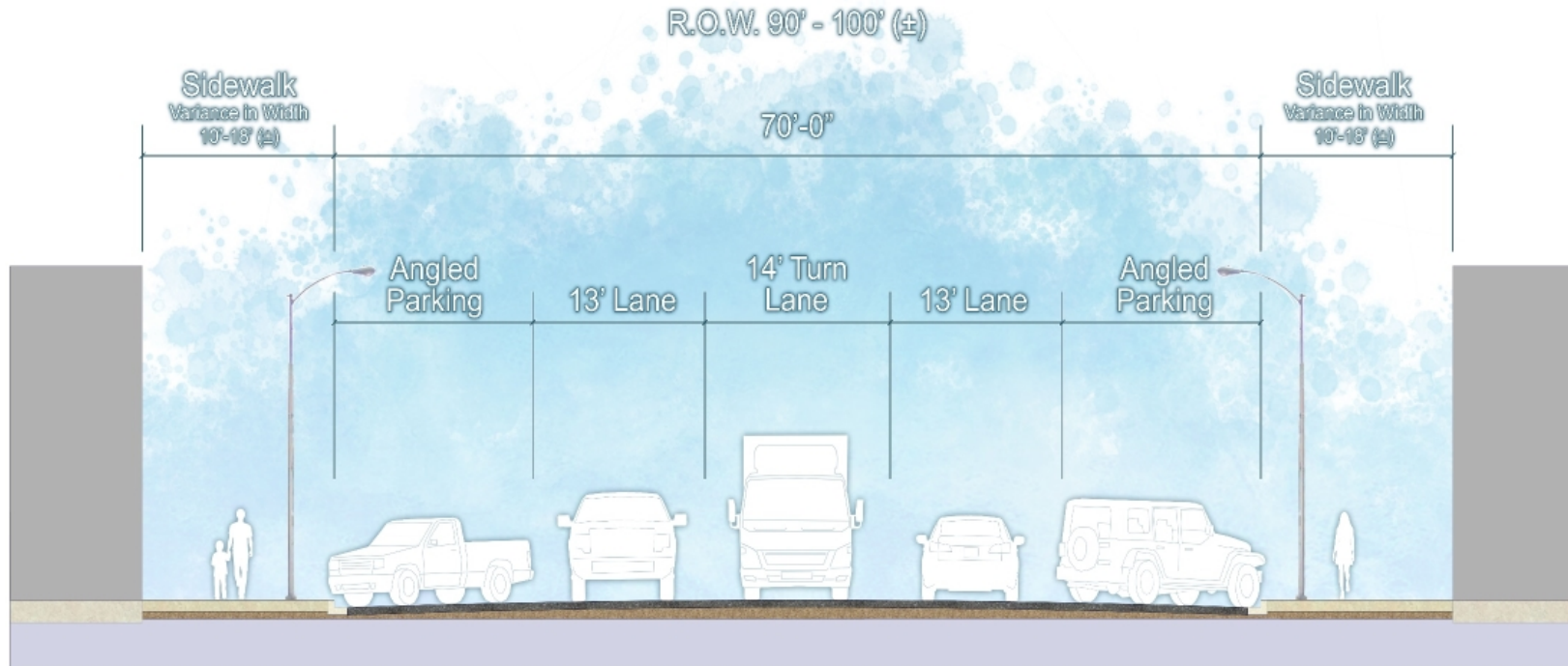
Chadbourne St. corridor project



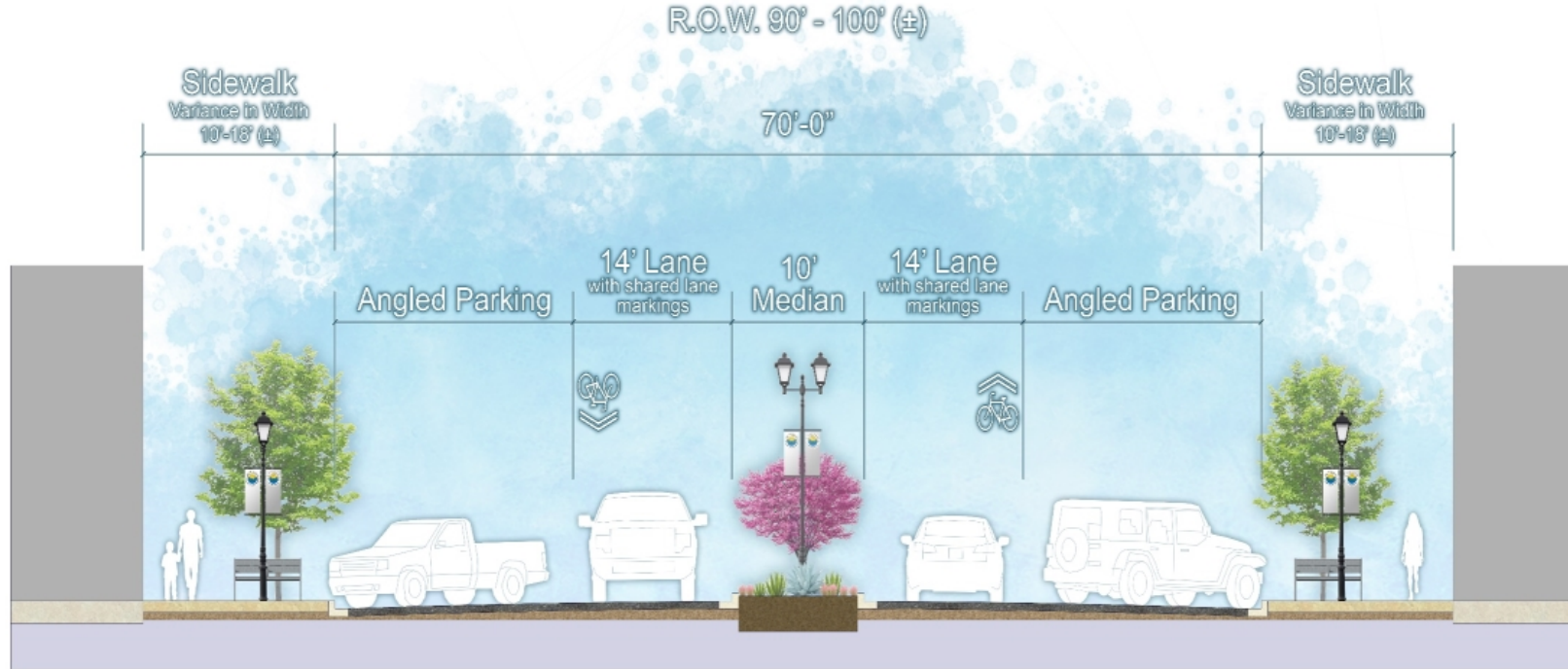
Chadbourne St. corridor project



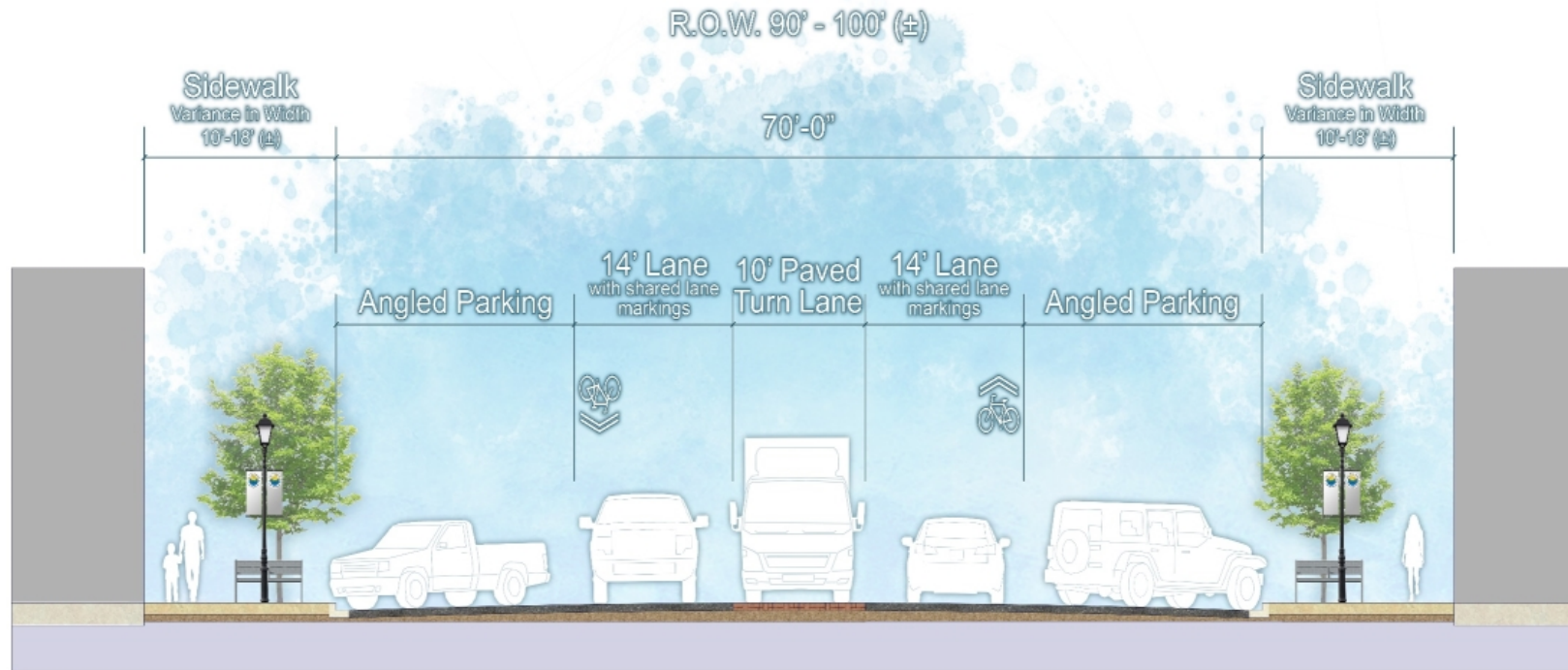
Chadbourne St. corridor project



Chadbourne St. corridor project



Chadbourne St. corridor project



Funding options

	A	B
Streets	\$2,500,000	\$2,500,000
Metropolitan Planning Org.	4,000,000	4,000,000
TIRZ North	957,411	957,411
TIRZ South	547,349	1,125,101
COSADC	3,750,000	3,750,000
River	200,000	200,000
Sewer	300,000	300,000

Funding options are estimated amounts.



Funding options

	A	B
Stormwater	300,000	300,000
Water	200,000	200,000
Hotel Occupancy Tax	50,000	50,000
TxDOT grant	4,925,273	4,925,273
Other grants	35,000	35,000
Assessment	0	600,000
Total	\$17,765,033	\$18,942,785

Funding options are estimated amounts.



Funding options

Projected cost	\$19,901,000	\$19,901,000
Projected funding	17,765,033	18,942,785
City inspection credit	500,000	500,000
Permitting fees credit	50,000	50,000
Approximate shortfall	\$1,585,967	\$408,215

Funding options are estimated amounts.





City Council

May 16, 2017



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Shannon Scott, Economic Development Specialist, Planning and Development Services, 325.653.7197

Meeting Date: May 16, 2017

Item type: Regular Item

Caption:

Consider approving TIRZ Board recommendation of 3 projects totaling \$152,413.32 for incentives under the North TIRZ incentive program - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

At the monthly TIRZ Board meeting conducted on April 25th, 2017, the TIRZ Board unanimously voted 6-0 to approve funding 3 TIRZ North Projects for a total of \$152,413.32

A number of other North projects, as well as all submitted South projects, were tabled for additional consideration and will be considered at the Board's May 23rd meeting.

Below is a summary of each of the three recommended incentive projects:

La Carbonera located at 1313 N. Bryant. The funding amount requested from the applicant was \$9,825 and the TIRZ Board approved funding the project at the full 100% for a total of \$9,825. The summary of work to be performed by the applicant includes upgrades to the façade by enclosing their outdoor garden/patio area as well as installing ground and upper walls made out of wood and installing a misting system for summer dining and solar screens for winter dining.

Western Sky Steakhouse located at 2024 N. Chadbourne. The funding amount requested from the applicant was \$69,046.32 and the TIRZ Board approved funding a portion of the project for a total of \$67,588.32. The summary of work to be performed by the applicant that was approved by the Board will include improvements to the façade by removing the exterior wall coverings and canopy and framing new metal awnings and wall coverings. They will also install stucco and cast stone as well as 2 new, larger front entry doors, new lighting and a new metal fence. The total of these expenditures is \$67,588.32. The portion of funding that was denied included the removal and installation of a sign, which totaled \$1,458.

Wendland Manufacturing located at 601 W. 11th. The funding amount requested from the applicant was \$75,000 and the TIRZ Board approved funding the project at the full 100% for a total of \$75,000. The summary of work to be performed by the applicant includes upgrades to the façade of their building by removing the old metal and replacing it with new, tan colored metal to match the color of their "blast room" which was recently upgraded.

Financial Impact:

The 3 TIRZ North projects will have a minimum capital investment of:

La Carbonera: \$9,825

Western Sky Steakhouse: \$67,588.32

Wendland Manufacturing: \$75,000

For a total of: \$152,413.32

These funds are set aside from the Tax Increment Reinvestment Zone (TIRZ) with no impact to the City's General Fund.

Other Information/Recommendation:

At the monthly TIRZ Board meeting conducted on April 25th, 2017, the TIRZ Board unanimously voted 6-0 to approve funding 3 TIRZ North Projects for a total of \$152,413.32.

Attachments:

- | | | |
|----|---|---|
| 1. | 1313 N. Bryant (La Carbonera TIRZ Application Packet) | La Carbonera TIRZ Application Packet.pdf |
| 2. | 2024 N. Chadbourne (Western Sky Steakhouse TIRZ Application Packet) | Western Sky TIRZ Application Packet.pdf |
| 3. | 601 W. 11th St. (Wendland Manufacturing TIRZ Application Packet) | Wendland Mfg. TIRZ Application Packet.pdf |

Presentation:

Jon James

Approvals/Reviews:

Shannon Scott	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: La Carbonera Date: 3-30-17

Business Owner (if different from above): Growing Together Company, LLC

Business Address: 1313 N. Bryant Mailing Address: 4333 Shefferson
San Antonio, 78204

Business Phone: 325-227-6802 Secondary Phone: 432-488-6233

Email: contact@lacarbonerachicken.com Fax: ---

Property Owner: Lay & Bowman Investments, LLC

Remit incentive payment(s) to: ☐ Property Owner ☒ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☒ TIRZ - North Eligibility Area ☐ TIRZ - South Eligibility Area

NOTE: See attached maps)

Indicate if your project fits into one or more of these development categories & how it meets the description of that category:

- ☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____
- ☒ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____
- ☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy adopted 07/21/15, specifically pages 4 & 5, and familiarize yourself with each type of incentive category. Please indicate below which item(s) you propose the amount in Item 4C below (& included in more detail in Worksheet A) be utilized for.

- | | | |
|--|---|--|
| ☐ Sales Tax | ☐ Development Fee Reductions | ☐ Secondary Egress |
| ☐ Asbestos Abatement | ☐ Sprinkler & Monitored Smoke Alarm System | ☐ Paving |
| ☐ Outside Storage Screening | ☐ New Sign Installation | ☒ Landscape Installation |
| ☒ Facade Improvement | ☐ Property Tax | |

SECTION 4: FUNDING LEVEL

The funding level, as described on pages 2 & 3 of the TIRZ Incentive Policy adopted 07/21/15 outlines the various procedures required for each proposal, determines the procedure for consideration and action.

4A. This proposed project is submitted, with a request for funding:

- ☒ Which is less than \$10,000;
- ☐ Which is equal to or more than \$10,000.

4B. The total estimated project cost is: \$9,825.⁰⁰, as detailed on Worksheet A, attached. This includes any match required as outlined in the TIRZ Incentive Policy.

4C. The amount of funding requested is: \$9,825.⁰⁰, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 07/21/15 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☒ Provide connections between activities?
- ☐ Improve pedestrian & vehicular infrastructure?
- ☐ Provide or reinforce usable & defined open space?
- ☒ Strengthen the focus area's identity?
- ☐ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☐ Improve the utilities and/or drainage infrastructure?
- ☐ Remediate environmental deficiencies or enhance public safety?
- ☒ Promote mixed-use development?
- ☐ Utilize architectural styles that compliment to historic areas already in existence?
- ☐ Help to mitigate or eliminate undesirable views or outside storage?
- ☒ Reduces the visual impact of parking areas?
- ☒ Preserve or provide natural landscaping?
- ☐ Implement environmentally-friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☐ Include an aggressive match by the applicant, in excess of what is minimally required?

Specific to Category A, does the proposed project:

- ☐ Attract energy sector employers to the district?
- ☐ Utilize existing buildings already equipped for infill development?
- ☐ Generate activity on north side of downtown and around rail line, as suggested in the Downtown Master Development Strategic Plan?

Specific to Category B, does the proposed project:

- ☒ Provide a type of cuisine not already provided in the district?
- ☒ Generate daytime - as well as nighttime - activity?
- ☒ Provide unique dining experiences that not only provide a service, but act as a draw for tourism?

Specific to Category C, does the proposed project:

- ☐ Utilize public-private financing?
- ☐ Enhance the historic features of adjacent areas?
- ☐ Provide connections from downtown to Arts/Historic District?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

The following documents - in addition to a completed application - are minimum requirements. Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received (see page 2 of the TIRZ Incentive Policy adopted 07/21/15).

- ☒ SUMMARY: a written summary outlining the overall scope of work to be performed;
- ☒ APPLICATION: completed & signed application (this document);
- ☒ W-9: used for establishing an account for payment by the City of San Angelo;
- ☒ NARRATIVE: used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5
- ☒ PROJECT BUDGET: a detailed accounting, using Worksheet A, of how the amount requested in Item 4C on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the amount listed in Item 4B on the previous page.

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program, and acknowledge that I have reviewed and understand the current policy (adopted 07/21/15 by City Council).
2. I understand that no work on the proposed project may begin until and unless an official Letter to Proceed is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
3. I understand that neglecting to provide all information required in and by this application will invalidate my application entirely.
4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget, and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge the deadlines outlined on page 2 of the TIRZ Incentives Policy and realize that my funding proposal may be denied, partially approved, or approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected and returned immediately.

Signature of Property Owner

Janet Gay, MGR
Gay 3 Bauman Inc.
 Date: 3-30-17

SECTION 6: REPRESENTATIVE:

I hereby designate Sergio Gardea as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: 432-486-6233.

After you have completed this application and submitted the required bids and exhibits, please mail or deliver this information to the Economic Development Department at 69 N. Chadbourne St. Within seven business days, we will contact you regarding any additional information and make arrangements to provide you with a written agreement for signature between you and the City of San Angelo.

FOR OFFICE USE ONLY:

COMPLETED BY

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST

DATE

Diana Scott

3-31-17

[illegible]

TIRZ Application
Narrative
La Carbonera
1313 N Bryant

We are planning to add an outdoor dining under the existing pavilion to the restaurant we are opening in April. We are putting tables and planters inside. We are asking for funding from TIRZ to define the space with a 3' high horizontal wood wall from the bottom and a 2' high wall down from the pavilion to tie it in and provide a place to attach solar screens for winter dining. This will serve a dual purpose. It will provide additional dining and improve the exterior and the overall look of the property.

We checked the following criteria that we are meeting:

1. We will provide connection between activities two ways. We are bringing the inside dining out and our restaurant will connect downtown to north San Angelo.
2. We will strengthen the focus area's identity by adding a business to the area where there is not much there.
3. We are promoting mixed-use development by providing food and drinks to an area that the immediate neighbors are a hotel, manufacturing plant, daytime only eating and a recycling center.
4. We are reducing visual impact of our parking area. Right now, there's a lot of concrete extending around the building and under the pavilion. This extension to the building will minimize the concrete, breaking up the concrete view with an attractive addition.
5. We are preserving or providing natural landscaping. This is why we chose the garden theme for our patio. With a landscaped, misted patio, we will provide an place to eat or drink with ambience.
6. We are providing a type of cuisine no already provided in the district. We are serving authentic Mexican food from Mexico which is different from the Tex Mex food that is served in San Angelo. It is a healthier alternative (see summary).
7. We will generate daytime-as well as nighttime- activity. We will be serving beer and wine which is unique to this particular area. Most restaurants on Hwy 87 in San Angelo are daytime restaurants.
8. We will provide unique dining experiences that not only provide a service, but act as a draw for tourism. Hopefully, being on Hwy 87, we will attract people to stop and dine with us. Our cuisine is not typical in Texas. They will have to go to Mexico to get it.

We look forward to doing business in San Angelo and appreciate your help in making our business the best it can be.

Sergio and Yasmin Gardea
Owners
La Carbonera

TIRZ Application
Summary
For
La Carbonera
1313 N Bryant

We are bringing a unique dining experience to San Angelo. The edgy décor with the black, white and gray interior will compliment the cuisine that is authentic from Mexico, not Tex Mex. We will have a healthier option where the meat is grilled. Customers can even watch. Our meat will be grilled with grilling charcoal from Mexico made from mesquite. They are made from all natural ingredients. The taste is like none other. To enhance our dining experience, we will also serve beer and wine.

We chose the building at 1313 N Bryant because it is a bridge between downtown and north San Angelo drawing from both areas and hopefully will soon have more businesses there. We hope our unique cuisine will attract people passing through on Highway 87. We like that it was an old gas station providing our customers a fun environment. Our interior has limited seating so we would like to expand that seating to a garden area outside under the existing pavilion. We chose the garden theme to provide a good dining experience for our customers.

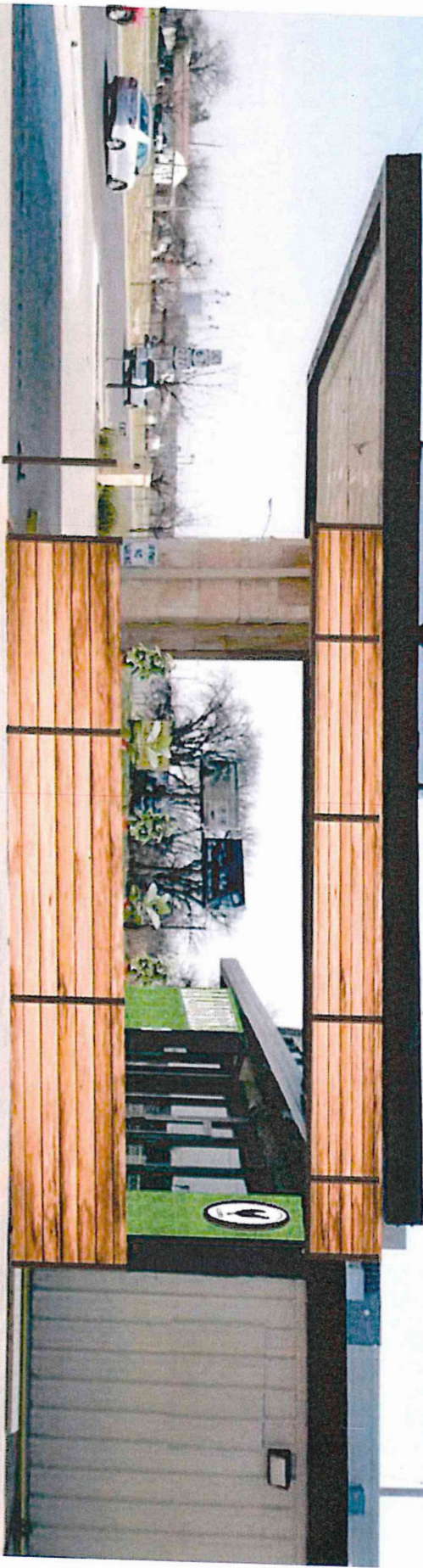
We are asking for funding for façade improvements where we are enclosing the garden area. It will be out of wood on the bottom and top to tie in with our theme of wood and grass on the building. (See pictures) Also, we are asking for money for solar screens for winter dining on the patio. We are paying for the interior garden furniture, planters and landscaping but are asking for money to pay for a misting system.

We are excited about bringing a taste of old Mexico to San Angelo. We are from El Paso and had a restaurant in Juarez, Mexico until it became dangerous for us to have one there. Having a college degree, I got a job in the oil industry and moved to San Angelo a year ago. We decided to put our roots down here and open a restaurant.

Thank you for your consideration,
Sergio and Yasmin Gardea
Owners
La Carbonera
1313 N Bryant



LA CARBONERA
Charcoal Grilled
& Red Beer









TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: M3ASO Operating LLC Date: March 27, 2017
Business Owner (If different from above): Western Sky Steakhouse
Business Address: 2024 N Chadbourne Mailing Address: 2024 N Chadbourne
Business Phone: 325-655-3610 Secondary Phone: 325-374-3756
Email: yolanda@westernskysteakhouse.com Fax: _____
Property Owner: Yolanda Franco

Remit incentive payment(s) to: ☒ Property Owner ☐ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the: ☒ TIRZ - North Eligibility Area ☐ TIRZ - South Eligibility Area
(NOTE: See attached maps)

Indicate if your project fits into one or more of these development categories & how it meets the description of that category:

- ☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____
- ☒ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____
- ☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy adopted 07/21/15, specifically pages 4 & 5, and familiarize yourself with each type of incentive category. Please indicate below which item(s) you propose the amount in Item 4C below (& included in more detail in Worksheet B) be utilized for.

- | | | |
|---|---|---|
| ☐ Sales Tax | ☐ Development Fee Reductions | ☐ Secondary Egress |
| ☐ Asbestos Abatement | ☐ Sprinkler & Monitored Smoke Alarm System | ☐ Paving |
| ☒ Outside Storage Screening | ☒ New Sign Installation | ☐ Landscape Installation |
| ☒ Facade Improvement | ☐ Property Tax | |

SECTION 4: FUNDING LEVEL

The funding level, as described on pages 2 & 3 of the TIRZ Incentive Policy adopted 07/21/15 outlines the various procedures required for each proposal, determines the procedure for consideration and action.

4A. This proposed project is submitted, with a request for funding:

- ☐ Which is less than \$10,000;
- ☒ Which is equal to or more than \$10,000.

4B. The total estimated project cost is: 92,182.05, as detailed on Worksheet A, attached. This includes any match required as outlined in the TIRZ Incentive Policy.

4C. The amount of funding requested is: 69,046.32, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 07/21/15 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☐ Provide connections between activities?
- ☐ Improve pedestrian & vehicular infrastructure?
- ☐ Provide or reinforce usable & defined open space?
- ☒ Strengthen the focus area's identity?
- ☒ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☐ Improve the utilities and/or drainage infrastructure?
- ☐ Remediate environmental deficiencies or enhance public safety?
- ☐ Promote mixed-use development?
- ☐ Utilize architectural styles that compliment to historic areas already in existence?
- ☒ Help to mitigate or eliminate undesirable views or outside storage?
- ☐ Reduces the visual impact of parking areas?
- ☐ Preserve or provide natural landscaping?
- ☐ Implement environmentally-friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☐ Include an aggressive match by the applicant, in excess of what is minimally required?

Specific to Category A, does the proposed project:

- ☐ Attract energy sector employers to the district?
- ☐ Utilize existing buildings already equipped for infill development?
- ☐ Generate activity on north side of downtown and around rail line, as suggested in the Downtown Master Development Strategic Plan?

Specific to Category B, does the proposed project:

- ☒ Provide a type of cuisine not already provided in the district?
- ☒ Generate daytime - as well as nighttime - activity?
- ☒ Provide unique dining experiences that not only provide a service, but act as a draw for tourism?

Specific to Category C, does the proposed project:

- ☐ Utilize public-private financing?
- ☐ Enhance the historic features of adjacent areas?
- ☐ Provide connections from downtown to Arts/Historic District?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

The following documents - in addition to a completed application - are minimum requirements. Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received (see page 2 of the TIRZ Incentive Policy adopted 07/21/15).

- ☐ SUMMARY: a written summary outlining the overall scope of work to be performed;
- ☐ APPLICATION: completed & signed application (this document);
- ☐ W-9: used for establishing an account for payment by the City of San Angelo;
- ☐ NARRATIVE: used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5
- ☐ PROJECT BUDGET: a detailed accounting, using Worksheet A, of how the amount requested in Item 4C on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the amount listed in Item 4B on the previous page.

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program, and acknowledge that I have reviewed and understand the current policy (adopted 07/21/15 by City Council).
2. I understand that no work on the proposed project may begin until and unless an official Letter to Proceed is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
3. I understand that neglecting to provide all information required in and by this application will invalidate my application entirely.
4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget, and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge the deadlines outlined on page 2 of the TIRZ Incentives Policy and realize that my funding proposal may be denied, partially approved, or approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected and returned immediately.

Signature of Property Owner

Granda Franco

Date:

March 27, 2017

SECTION 6: REPRESENTATIVE:

I hereby designate Dusty Crooks as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: 325-656-7475

After you have completed this application and submitted the required bids and exhibits, please mail or deliver this information to the Economic Development Department at 69 N. Chadbourne St. Within seven business days, we will contact you regarding any additional information and make arrangements to provide you with a written agreement for signature between you and the City of San Angelo.

FOR OFFICE USE ONLY:

COMPLETE? Y N

Dana Scott
SIGNATURE OF PLANNING & DEVELOPMENT ADMINISTRATOR

3-30-17
DATE

[illegible]

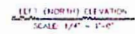
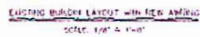


Western Sky Steakhouse has been in operation since the early 1960's and is one of several landmark restaurants in San Angelo. We were fortunate to buy the restaurant in January 2016 and purchase the building in December 2016. When our customers come to Western Sky they talk fondly about their grandparents, parents and other family members bringing them to eat during their childhood.

A renovation to the inside of the building was done in 2014 and 2015 and now we feel it is time for a renovation to the outside. We plan to add a new façade on three sides of the building that are visible to the public. We will be removing the wood shingles and replacing it with a metal awning. We intend to add lights under the metal awning to provide not only a lighted pathway but safety to our customers in the evening. Also, we are looking forward to replacing the wood façade with stucco and cast stone to give the building a new updated look. We will also be adding a metal fence which will provide outside screening to the CO2 canister, all the electrical panels and grease trap receptacles. We aim to make the entrance larger to give our wheelchair bound customers an easier accessibility into the restaurant. In addition, we will install a new sign on the building with sign lights.

We believe in Western Sky Steakhouse and feel a sense of obligation to San Angelo to keep this landmark restaurant in business. We have no doubt all these improvements will be beneficial to North Chadbourne. Our belief is when events are held at the Foster Communications Coliseum or the Spur Arena, the citizens or the out of town visitors will take notice on the improvements being made to the area. We are certain this project will complement the beautification previously done by the city up to the corner of North Chadbourne and 19th Street.

With this project, we are hopeful that our neighbors on North Chadbourne will take note and improve their properties also.



EXTERIOR REMODEL
FOR
WESTERN SKY STEAKHOUSE

20

2004
2005

EST 21st STREET

EXISTING
STORAGE
BUILT ON

[illegible]

SAIT FLAM

SCATF: $\approx 10^{-6}$

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TIRZ INCENTIVES APPLICATION & CHECKLIST



Fill in all blanks below and check applicable boxes for each item. All fields must be completed; "see attached" is not an appropriate response. Incomplete applications will not be processed.

SECTION 1: PROPERTY INFORMATION

Business Name: Wendland MFG. Date: 3-6-17
Business Owner (if different from above): David Hirschfeld
Business Address: 601 W. 11th St '03 Mailing Address: P.O. Box 808 76802
Business Phone: 655-6778 Secondary Phone: _____
Email: thoyd@wendlandmfg.com Fax: 655-6325
Property Owner: David Hirschfeld

Remit incentive payment(s) to: ☐ Property Owner

☒ Business Owner

NOTE: A W-9 for the applicable party checked above is a requirement of this application. Applications will not be accepted without this information.

SECTION 2: ELIGIBILITY INFORMATION

This property falls within the:
(NOTE: See attached maps)

☒ TIRZ - North Eligibility Area

☐ TIRZ - South Eligibility Area

Indicate if your project fits into one or more of these development categories & how it meets the description of that category:

☐ CATEGORY A - OFFICE/WORKFORCE - contributes new jobs and/or significant floor space for offices. _____

☐ CATEGORY B - RESTAURANT - contributes an additional type of cuisine or dining opportunity. _____

☐ CATEGORY C - HOUSING/HOTEL - contributes housing units for residential living. _____

SECTION 3: INCENTIVE CATEGORIES

Below are the various types of incentives to which the requested funding may be applied. Carefully review the TIRZ Incentive Policy adopted 07/21/15, specifically pages 4 & 5, and familiarize yourself with each type of incentive category. Please indicate below which item(s) you propose the amount in Item 4C below (& included in more detail in Worksheet A) be utilized for.

☐ Sales Tax

☐ Development Fee Reductions

☐ Secondary Egress

☐ Asbestos Abatement

☐ Sprinkler & Monitored Smoke Alarm System

☐ Paving

☐ Outside Storage Screening

☐ New Sign Installation

☐ Landscape Installation

☒ Facade Improvement

☐ Property Tax

SECTION 4: FUNDING LEVEL

The funding level, as described on pages 2 & 3 of the TIRZ Incentive Policy adopted 07/21/15 outlines the various procedures required for each proposal, determines the procedure for consideration and action.

4A. This proposed project is submitted, with a request for funding:

- ☐ Which is less than \$10,000;
- ☒ Which is equal to or more than \$10,000.

4B. The total estimated project cost is: \$ 105,970.73, as detailed on Worksheet A, attached. This includes any match required as outlined in the TIRZ Incentive Policy.

4C. The amount of funding requested is: \$ 75,000, as detailed on Worksheet A, attached.

SECTION 5: CRITERIA FOR EVALUATION OF APPLICATION

These criteria are also outlined on pages 2 & 3 of the TIRZ Incentive Policy adopted 07/21/15 and are to be utilized in the preparation of required documents as outlined in Section 6 of this application. Applicant is responsible for demonstrating which criteria are applicable to the proposed project and why. Proposed projects submitted during the application window will be ranked and the highest ranked will be considered for funding first. Rankings will be determined as outlined on page 2 of the TIRZ Incentives Policy

Does the proposed project:

- ☐ Provide connections between activities?
- ☐ Improve pedestrian & vehicular infrastructure?
- ☐ Provide or reinforce usable & defined open space?
- ☒ Strengthen the focus area's identity?
- ☐ Support the goals of making the area a cultural, leisure, and tourist destination?
- ☐ Improve the utilities and/or drainage infrastructure?
- ☐ Remediate environmental deficiencies or enhance public safety?
- ☐ Promote mixed-use development?
- ☐ Utilize architectural styles that compliment to historic areas already in existence?
- ☒ Help to mitigate or eliminate undesirable views or outside storage?
- ☐ Reduces the visual impact of parking areas?
- ☐ Preserve or provide natural landscaping?
- ☐ Implement environmentally-friendly features, such as green building materials, rainwater harvest, or low-energy heating and cooling?
- ☒ Include an aggressive match by the applicant, in excess of what is minimally required?

Specific to Category A, does the proposed project:

- ☐ Attract energy sector employers to the district?
- ☒ Utilize existing buildings already equipped for infill development?
- ☒ Generate activity on north side of downtown and around rail line, as suggested in the Downtown Master Development Strategic Plan?

Specific to Category B, does the proposed project:

- ☐ Provide a type of cuisine not already provided in the district?
- ☐ Generate daytime - as well as nighttime - activity?
- ☐ Provide unique dining experiences that not only provide a service, but act as a draw for tourism?

Specific to Category C, does the proposed project:

- ☐ Utilize public-private financing?
- ☐ Enhance the historic features of adjacent areas?
- ☐ Provide connections from downtown to Arts/Historic District?

SECTION 6: CHECKLIST OF REQUIRED DOCUMENTS

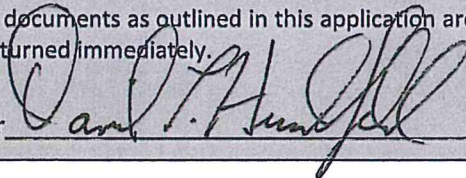
The following documents - in addition to a completed application - are minimum requirements. Incomplete submittals WILL NOT BE REVIEWED for funding. Work may not begin until a Letter to Proceed is received (see page 2 of the TIRZ Incentive Policy adopted 12/17/13)

- ☒ SUMMARY: a written summary outlining the overall scope of work to be performed;
- ☒ APPLICATION: completed & signed application (this document);
- ☒ W-9: used for establishing an account for payment by the City of San Angelo;
- ☒ NARRATIVE used to demonstrate how the proposed project meets the criteria you selected as applicable in Section 5
- ☒ PROJECT BUDGET: a detailed accounting, using Worksheet A, of how the amount requested in Item 4C on the previous page would be applied to the incentive categories identified in Section 3 above, and how the match would be utilized. Note that the total must match the amount listed in Item 4B on the previous page.

SECTION 7: STATEMENT OF UNDERSTANDING:

1. I agree to comply with guidelines and procedures of the TIRZ Incentives Program, and acknowledge that I have reviewed and understand the current policy (~~XXXXXXXXXXXXXXXXXXXX~~)
2. I understand that no work on the proposed project may begin until and unless an official Letter to Proceed is provided to me. Any other work done is ineligible for funding. I further understand that no such document will be issued until an agreement reiterating the requirements of this policy is executed by all parties.
3. I understand that neglecting to provide all information required in and by this application will invalidate my application entirely.
4. I understand that I must submit cost documentation - including evidence of estimated costs as part of the budget, and including paid invoices and/or receipts from contractors after the work is complete - in order to comply with the requirements of this program. I further understand that the City may contact contractors and subcontractors to ensure they have been paid.
5. I acknowledge the deadlines outlined on page 2 of the TIRZ Incentives Policy and realize that my funding proposal may be denied, partially approved, or approved, and is subject to funding availability.
6. I acknowledge that all documents as outlined in this application are minimum requirements and that incomplete applications will be rejected and returned immediately.

Signature of Property Owner



Date:

3-27-17

SECTION 6: REPRESENTATIVE:

I hereby designate Ted Boyd as my representative on this project and prefer that any communication regarding this project be addressed to them directly. They may be reached at: 655-6778

After you have completed this application and submitted the required bids and exhibits, please mail or deliver this information to the ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ at ~~XXXXXXXXXXXXXXXXXXXX~~ Within seven business days, we will contact you regarding any additional information and make arrangements to provide you with a written agreement for signature between you and the City of San Angelo.

FOR OFFICE USE ONLY:

COMPLETE? Y N

SIGNATURE OF ECONOMIC DEVELOPMENT SPECIALIST

DATE



3-31-17

tended Match (money to be provided by applicant): 30,970.73

Total Estimated Project Cost: \$ 105,970.73

[illegible]

Wendland Mfg. is wanting to upgrade the exterior façade of their building by removing the old metal and replacing with tan colored metal facing Houston Harte and Bryant/Hwy 87. The current metal on the building is over 65 years old. About 5 years ago Wendland built a new blast room facing Bryant and Houston Harte colored tan. Wendland now would like to replace all of the old sheet metal facing Bryant and Houston Harte with new sheet metal matching the same tan color as the new blast room. I have included before and after pictures showing the new façade with views from Bryant and Houston Harte.

We request that the TIRZ Board would consider help funding this project for the following reasons:

1. Houston Harte and Bryant/HWY 87 are 2 of San Angelo's main highways for residents as well as visitors. A new building façade dramatically improves the aesthetic view for the City, residents and visitors.
2. The current building façade, with the exception of our new tan blast room, is over 65 years old.
3. A new façade that matches the tan blast room will give continuity to the entire building with major views from North and South Bryant and Houston Harte.
4. The new façade will greatly improve the views for residents and visitors on two of our main highways as seen on the before and after pictures we have provided as well as provide the area with a better identity.
5. Wendland Mfg. match will be very aggressive. We anticipate spending the full matching amount of 25%.
6. An improvement to Wendland's façade can incentivize other businesses in our area to improve their building façade, parking lots, roofs and businesses in general.

M&M Erectors Construction

Monte Merriman, Owner/DBA

Home Office:

Coleman(Mailing):

Monte Cell: 325-650-2639

5616 S. Gas Plant Road
San Angelo, TX 76904
325-650-2639

603 College
Coleman, TX 76834
325-650-1637

Email: mmcranes@verizon.net
Fax: 325-651-2616

Wendland Manufacturing
Attn: Dan Holguin
San Angelo, Texas

March 23, 2017

Estimate For Upgrade of Building Exterior

Remove and add new tan colored sheetmetal and trim.
This job is for the East, North and South sides of the building.
Prices good for 60 Days

\$97,444.35
Tax \$8,039.15
TOTAL \$105,970.73

If you have any questions, please call.

Thank You,
Monte Merriman

Serving the Concho Valley for Forty Two Years!

















REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Ward, Traffic Operations Superintendent, Traffic Operations, (325) 657-4377

Meeting Date: May 16, 2017

Item type: Regular Item

Caption:

Second reading and consider adopting an ordinance amending Chapter 10, "Traffic controls", Article 10.03 "Operation of motor vehicles", Section 10.03.091 "One-way streets and alleys" of the code of ordinances adding the alley east of Bonham Elementary School and west of Southern Oak Lane, from Southland Boulevard to Laurel Oak Drive (south to north), between the hours of seven o'clock (7:00) a.m. until four o'clock (4:00) p.m. on school days - (Presentation by Traffic Operations Superintendent Ryan Ward)

Summary/History:

Due to Bonham Elementary pick-up and drop-off access for parents and students, this alley is used as one-way alley currently. There is also teacher parking on the west side of this alley, with it also being the only ingress - egress access point as well.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

1. 17-161 Ordinance Change One-Way Alley 17-436_TR_Ordinance Changes 2017 10 03 091 c 6 update.docx

Presentation:

Approvals/Reviews:

Ryan Ward	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

**AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CONTROLS",
ARTICLE 10.03 "OPERATION OF MOTOR VEHICLES", SECTION
10.03.091 "ONE-WAY STREETS AND ALLEYS" OF THE CODE OF
ORDINANCES, CITY OF SAN ANGELO TEXAS, PROVIDING FOR
SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE**

BE IT ORDAINED BY THE CITY OF SAN ANGELO:

1) THAT, Chapter 10, Article 10.03, Section 10.03.091(c)(6) is amended as follows:

“(c) One-way alleys. The following alleys or parts of alleys are hereby declared to be one-way:

“(6) The alley east of Bonham Elementary School and west of Southern Oak Lane, from Southland Boulevard to Laurel Oak Drive (south to north), between the hours of seven o'clock (7:00) a.m. until four o'clock (4:00) p.m. on school days.”

2) THAT all remaining provisions not amended by this ordinance remain in full force and effect.

3) THAT, the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

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

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

INTRODUCED on the XX day of XX, 2017, and finally PASSED, APPROVED and ADOPTED on this the XX day of XX, 2017.

CITY OF SAN ANGELO

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James
City Attorney

8. Follow Up and Administrative Issues

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

No action was taken on this item.

- b. Approval of the following Board nomination:

Airport Advisory Board: Fred Key (SMD1) to a 6th full term ending October 2020

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

- c. Approval of the re-appointment of Council Member Charlotte Farmer for a two year term to the Ports-to-Plains Advisory Board

Motion: Council Member Self made a motion, seconded by Council Member Thomas, to approve the re-appointment, with the additions of naming Council Member Thomas as the backup, and a re-evaluation in May 2017. The motion carried unanimously (7) ayes to (0) nays.

- d. Approval of appointing a member of the City Council to the MHMR Nominating Committee

Motion: Council Member Self made a motion, seconded by Council Member Farmer, to appoint Council Member Lucy Gonzales. The motion carried unanimously (7) ayes to (0) nays.

- e. Announcements and consideration of Future Agenda Items

Council Member Thomas asked for an item to discuss the possibility of postponing the Short Term Rental Ordinance until the first meeting in March.

Council Member Richardson asked for a joint photo to be taken of the Current City Council.

Council Member Farmer asked for City Manager Daniel Valenzuela set a meeting date with the Finance Director, the Internal Auditor, Council Member Gonzales and herself to review fund balances.

City Clerk Bryan Kendrick asked Council if they wanted to discuss the cancellation of the December 20th Meeting. Consensus of Council was to bring that discussion back at the next council meeting.

9. Adjournment

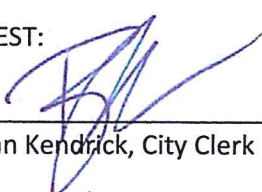
Motion: Council Member Self made a motion, seconded by Council Member Gonzales, to adjourn the meeting. The motion carried unanimously seven (7) ayes to zero (0) nays.

There being no further business, the meeting was adjourned at 2:06 p.m.

THE CITY OF SAN ANGELO


Dwain Morrison, Mayor

ATTEST:


Bryan Kendrick, City Clerk

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: May 16, 2017

Item type: Regular Item

Caption:

Consider adopting a resolution canvassing returns and declaring the results of the General and Special Elections held on the 6th day of May, 2017; providing a severability clause; and providing for an effective date - (Presentation by Mayor Morrison and City Clerk Bryan Kendrick)

Summary/History:

The canvassing of the General Election is a routine action required by the election code.

Financial Impact:

The expense of the election was shared on a prorata basis with the Wall ISD. The base estimate is \$30,000.

Other Information/Recommendation:

Staff recommends adoption of the resolution

Attachments:

- | | | |
|----|---|---|
| 1. | Code of Ordinances Sec 1.02.021 - 1.02.026 | Code of Ordinances Sec 1.02.021 - 1.02.026.pdf |
| 2. | Code of Ethics and Conduct Member Statement | Code of Ethics Policy and Member Stmt.doc |
| 3. | Canvassing Resolution May 2017 | CC_CANVASS_5-06-17_ELECTION_RESO_DRAFT+-
+Finalized.docx |
| 4. | Exhibit A Precinct by Precinct Report | 05062017 canvass.pdf |

Presentation:

Approvals/Reviews:

Bryan Kendrick	Created/Initiated
Theresa James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

ARTICLE 1.02 CITY COUNCIL*

Sec. 1.02.021 Purpose of code of conduct

(a) The citizens and businesses of the city are entitled to have fair, ethical and accountable local government. Such government requires that public officials:

- (1) Comply with both the letter and the spirit of the laws and policies affecting operations of the government;
- (2) Be independent, impartial and fair in their judgment and actions;
- (3) Use their public office for the public good, not for personal gain; and
- (4) Conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect and civility.

(b) Recognizing that stewardship of the public interest must be their primary concern, councilmembers shall work for the common good of the people of the city and not for any private or personal interest. Councilmembers must endeavor to treat all members of the public and issues before them in a fair and equitable manner.

(c) Councilmembers shall comply with the laws of the nation, the state and the city in the performance of their public duties. These laws include, but are not limited to: the United States and Texas Constitutions; the city charter; and laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open meetings and public information acts.

(d) The city council has adopted a code of ethics to encourage public confidence in the integrity of local government and its fair and effective operation.

(e) The city council code of conduct shall be considered to be the definitive document relating to ethical conduct by city council members.

(1996 Code, sec. 2.121; Ordinance adopted 3/11/08)

ARTICLE 1.02 CITY COUNCIL*

Sec. 1.02.022 Code of conduct and rules of procedure during city council meetings

City council members retain their rights guaranteed by the United States and Texas Constitutions to freely speak on matters of public importance. However, while the council is in session, the members must preserve order and decorum and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council, use personal, impertinent, or slanderous remarks, nor disturb any member while speaking or refuse to obey the orders of the council or the presiding officer, except as otherwise herein provided.

(1) Rules of procedure.

(A) A city council member desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine discussion to the question under debate, avoid discussion of personalities and indecorous language, and refrain from personal attacks and verbal abuse.

(B) A city council member desiring to question the administrative staff shall address

questions to the city manager or staff member presenting the information, who shall be entitled either to answer the inquiries or to designate some member of city staff for that purpose. City council members shall not berate nor admonish staff members.

(C) A city council member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer, unless a point of order is raised by another member, or unless the speaker chooses to yield to questions from another member. If a city council member is called to order while speaking, that member shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall remain silent or make additional remarks so as to comply with rules of the city council.

(D) City council members shall confine their questions to the particular matters before the assembly and in debate shall confine their remarks to the issues before the city council.

(E) When there is more than one speaker on the same subject, city council members will delay their comments until after all speakers on the subject have been heard.

(F) No councilmember shall speak on any given subject twice unless everyone else has been given an opportunity to speak.

(2) Chair and duties.

(A) Chair. The mayor, if present, shall preside as chair at all meetings of the city council. In the absence of the mayor, the mayor pro tem shall preside. In the absence of both, the council shall elect a chair. If the mayor vacates the chair during a meeting, and the mayor pro tem is not available, the mayor may, subject to the approval of the city council, appoint a temporary chair. The first adjournment puts an end to this appointment.

(B) Call to order. The meetings of the city council shall be called to order by the mayor or, in the mayor's absence, by the mayor pro tem. In the absence of the mayor and mayor pro tem, the meeting shall be called to order by the city clerk.

(C) Preservation of order. The chair shall preserve order and decorum, and shall call upon the sergeant-at-arms as necessary to enforce compliance with the rules, and confine members in debate to the question under discussion.

(D) Questions to be stated. The chair shall state all questions submitted for a vote and announce the result. A roll call shall be taken when requested by a member.

(E) Call for recess. The chair may call for a recess at regular intervals with the consent of the council.

(F) Sergeant-at-arms. The city manager, in the absence of a designated law enforcement officer, shall act as sergeant-at-arms for the council and shall furnish whatever assistance is needed to enforce the rules of decorum herein established.

(3) Enforcement.

(A) A member who violates any of the rules stated herein shall be immediately warned by the chair that he or she is in violation.

(B) After three (3) warnings to the offending member during the discussion of a particular agenda item, the city council may, by a majority vote of the members present at the meeting, or four (4) votes, whichever number is larger, order the member ejected from the meeting for the duration of the meeting or any portion thereof. The sergeant-at-arms shall escort the member from the meeting.

(1996 Code, sec. 2.122; Ordinance adopted 3/11/08)

ARTICLE 1.02 CITY COUNCIL*

Sec. 1.02.023 General policy role

- (a) Councilmembers shall respect and adhere to the council-manager structure of city government as provided in state law and the city charter.
- (b) Councilmembers shall support the maintenance of a positive and constructive environment for residents, businesses and city employees.
- (c) It is the responsibility of councilmembers to publicly share substantive information that is relevant to a matter under consideration that they have received from sources outside of the public decision-making process with all other councilmembers and the public prior to taking action on the matter.
- (d) Appropriate city staff should be involved when councilmembers meet with officials from other agencies and jurisdictions to ensure proper staff support as needed and to keep staff informed.
- (e) Councilmembers shall not attend internal staff meetings or meetings between city staff and third parties unless invited by city staff or directed by the council to do so.

(1996 Code, sec. 2.123; Ordinance adopted 3/11/08)

ARTICLE 1.02 CITY COUNCIL*

Sec. 1.02.024 Implementation of ethics standards

Ethics standards shall be included in the regular orientations for city council candidates. Councilmembers entering office shall sign a statement affirming they have read and understand the city council code of ethics. (1996 Code, sec. 2.124; Ordinance adopted 3/11/08)

ARTICLE 1.02 CITY COUNCIL*

Sec. 1.02.025 General conduct

- (a) Councilmembers must avoid behavior that could constitute an act of disorder or misbehavior. Specifically, they must avoid conduct that:
 - (1) Contravenes the Act, associated regulations and the council's relevant administrative requirements;
 - (2) Is detrimental to the pursuit of the charter of a council;
 - (3) Is improper or unethical;
 - (4) Is an abuse of power or otherwise amounts to misconduct;
 - (5) Causes, comprises or involves intimidation, harassment or verbal abuse;
 - (6) Causes, comprises or involves discrimination, disadvantage or adverse treatment in

relation to employment;

(7) Causes, comprises or involves prejudice in the provision of a service to the community.

(b) Councilmembers must act lawfully, honestly and exercise a reasonable degree of care and diligence in carrying out the functions under the Act or any other act.

(c) Councilmembers must treat others with respect at all times.

(1996 Code, sec. 2.125; Ordinance adopted 3/11/08)

ARTICLE 1.02 CITY COUNCIL*

Sec. 1.02.026 Harassment

(a) Harassment of another member, staff or any member of the public is misconduct. It is the policy of the city that all persons be treated fairly in the workplace in an environment free of discrimination and of personal and sexual harassment.

(b) Harassment may be defined as any behavior by any person that is directed at or is offensive to another person on the grounds of race, color, disability, religion, sex, sexual preference, national origin, age, or any other legally protected characteristics. This is compliant with title VII of the Civil Rights Act of 1964, and chapter 21 of the Texas Labor Code.

(1996 Code, sec. 2.126; Ordinance adopted 3/11/08)

Code of Ethics for members of The San Angelo City Council

Preamble

The citizens and businesses of San Angelo are entitled to have fair, ethical and accountable local government which has earned the public's full confidence for integrity. In keeping with the City of San Angelo commitment to excellence, the effective functioning of democratic government therefore requires that:

public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; public officials be independent, impartial and fair in their judgment and actions; public office be used for the public good, not for personal gain; and public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the San Angelo City Council adopted this Code of Ethics for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. The members of the City Council and its boards and commissions shall be collectively referred to as "members" unless otherwise designated herein.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of San Angelo and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the San Angelo City Council, boards and commissions.

2. Comply with the Law

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. These laws include, but are not limited to: the United States and Texas constitutions; the San Angelo City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of City Council, boards and commissions, the staff or public.

4. Respect for Process

Members shall perform their duties in accordance with the laws of the state and the processes and rules of order established by the City Council and board and commissions governing the deliberation of public policy issues, meaningful

Code of Ethics

involvement of the public, and implementation of policy decisions of the City Council by City staff.

5. Conduct of Public Meetings

Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

6. Decisions Based on Merit

Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

7. Communication

Members shall publicly share substantive information that is relevant to a matter under consideration by the City Council or boards and commissions, which they may have received from sources outside of the public decision-making process.

8. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members shall comply with Texas Local Government Code Chapter 176.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist.

9. Gifts and Favors

Members will abide by state law, Charter provisions and City Ordinance with regard to accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

10. Confidential Information

Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests. They shall not reveal the contents of discussions in executive session to person not legally entitled to such information.

11. Use of Public Resources

Code of Ethics

Members shall not use public resources not available to the public in general, such as city staff time, equipment, supplies or facilities, for private gain or personal purposes.

12. Advocacy

Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of San Angelo, nor will they allow the inference that they do.

13. Policy Role of Members

Members shall respect and adhere to the City Council-manager structure of San Angelo city government as outlined by the San Angelo City Charter. In this structure, the City Council determines the policies of the city with the advice, information and analysis provided by the public, boards and commissions, and city staff.

Except as provided by the city charter, members therefore shall not direct or interfere with the administrative functions of the city or the professional duties of city staff; nor shall they impair the ability of staff to implement City Council policy decisions.

14. Independence of Boards and Commissions

Because of the value of the independent advice of boards and commissions to the public decision-making process, members of City Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

15. Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place environment for city employees and for citizens and businesses dealing with the city. Members shall recognize their special role in dealings with city employees so that they in no way create the perception of inappropriate direction to staff.

16. Implementation

As an expression of the standards of conduct for members expected by the city, the San Angelo Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of San Angelo code of ethics. In

Code of Ethics

addition, the Code of Ethics shall be annually reviewed by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

17. Compliance and Enforcement

The San Angelo Code of Ethics expresses standards of ethical conduct expected for members of the San Angelo City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The chairs of boards and commissions and the mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention.

The City Council may impose sanctions on members whose conduct does not comply with the city's ethical standards, such as reprimand, formal censure, or loss of committee assignment. The city council also may remove members of boards and commissions from office as provided by the city ordinance.

A violation of this code of ethics shall not be considered a basis for challenging the validity of a City Council, board or commission decision.

**Model of Excellence / Code of Ethics
San Angelo City Council, Boards and Commissions
MEMBER STATEMENT**

As a member of the City of San Angelo City Council or of a board or commission, I agree to uphold the Code of Ethics for elected and appointed officials adopted by the City and conduct myself by the following model of excellence. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of San Angelo; and
- Treat all people with whom I come in contact in the way I wish to be treated.

I affirm that I have read and understood the City of San Angelo Code of Ethics.

	<u>City Council</u>
_____ Name	_____ Office

_____ Signature	_____ Date
--------------------	---------------

A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS, CANVASSING RETURNS OF THE GENERAL ELECTION AND THE SPECIAL ELECTION HELD IN SAID CITY ON THE 6TH DAY OF MAY, 2017, FOR THE PURPOSE OF ELECTING MUNICIPAL OFFICERS; DECLARING RESULTS OF THE GENERAL ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution No. 2017-01-001 of the City of San Angelo, Texas, adopted on the 17th day of January, 2017, a General Election was duly held on the 6th day of May, 2017, for the purpose of electing municipal officers to the following positions: Mayor and City Council Members for Single Member Districts Two, Four and Six to Four year terms; and

WHEREAS, pursuant to Resolution No. 2017-03-0032 of the City of San Angelo, Texas, adopted on the 2nd day of March, 2017, a Special Election was duly held on the 6th day of May, 2017, for the purpose of electing a municipal officer to fill a vacancy for the following position: City Council Member for Single Member District One to the remainder of an unexpired three year term ending in May 2019; and

WHEREAS, both the said General Election and Special Elections were held with the solemnities and formalities necessary to make a valid election, all notices having been posted in the manner and for the length of time required by law; and

WHEREAS, only duly qualified resident voters of the City of San Angelo, Texas, voted at the General and Special Elections called and held on May 6, 2017; and

WHEREAS, section 67.003 of the Texas Election Code, as amended, generally provides that each local canvassing authority shall not convene for the purpose of canvassing the election results earlier than the later of the third day after the uniform election day in May, or the date on which the early voting ballot board has verified and counted all provisional ballots, if any, or the date on which all timely received ballots cast from addresses outside of the United States are counted, if any; and, not later than the eleventh day after the election day; and

WHEREAS, section 67.004(a) of the Texas Election Code, as amended, establishes the quorum level required to canvass election results to be two members of the canvassing authority; and

WHEREAS, a quorum of the City Council met on Tuesday, May 16, 2017, and duly canvassed the election returns of the above described General Election and Special Election, attached hereto as **Exhibit "A"**;

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

Section 1. The findings set forth above are incorporated into the body of this resolution for all purposes as if fully set forth herein.

Section 2. The City Council officially finds and determines that the said elections were duly ordered

to be held in the City of San Angelo, Texas on the 6th day of May, 2017, for the purpose of electing municipal officers to the following positions: Mayor, City Council Members for Single Member Districts Two, Four, and Six to Four year terms, and City Council Member for Single Member District One to the remainder of an unexpired three year term ending in May 2019, respectively; and that proper notices of said elections were duly given; that proper election officers were duly appointed prior to said elections; that said elections have been duly made and election returns delivered; and that the City Council has duly canvassed said returns all in accordance with law.

Section 3. The City Council officially finds and determines that only qualified resident voters of the City of San Angelo were allowed to vote at said elections, and the following votes were cast at said elections, and that the canvass of the votes cast in said elections and returns thereof, which is attached hereto as **Exhibit “A”**, were made in accordance with the law.

Office/Candidate	Early/Absentee		Election Day		Total	
Mayor						
Brenda Gunter	2402	62.44%	2193	68.57%	4595	65.22%
Charlotte Farmer	507	13.18%	295	9.22%	802	11.38%
Zach Taylor	171	4.45%	161	5.03%	332	4.71%
Tony Villarreal	767	19.93%	549	17.17%	1316	18.68%
City Council Member, SMD 1						
Bill Richardson	37	3.76%	37	4.14%	74	3.94%
Darrin Fentress	49	4.98%	47	5.26%	96	5.12%
Tommy Hiebert	606	61.65%	573	64.17%	1179	62.85%
Anna Bartosh	291	29.60%	236	26.43%	527	28.09%
City Council Member, SMD 2						
Tom Thompson	328	100.00%	250	100.00%	578	100.00%
City Council Member, SMD 4						
Chris Giroux	96	33.10%	124	42.76%	220	37.93%
Lucy Gonzales	194	66.90%	166	57.24%	360	62.07%
City Council Member, SMD 6						
Rebekah Coffman	189	20.75%	199	27.11%	388	23.59%
Billie F. Dewitt	336	36.88%	275	37.47%	611	37.14%
Steve Hampton	386	42.37%	260	35.42%	646	39.27%

Section 4. Pursuant to the applicable provisions of the Texas Local Government Code, Texas Election Code, and the City of San Angelo, Texas Home-Rule Charter, the City Council officially finds, determines, and declares the results of said General Election to be that:

- (1) Brenda Gunter is elected Mayor to a four (4) year term of office by majority vote of the votes cast for Mayor; and

- (2) Tom Thompson is elected City Council Member for Single Member District Two to a four (4) year term of office by majority vote of the votes cast for Council Member Single Member District Two; and
- (3) Lucy Gonzales is elected City Council Member for Single Member District Four to a four (4) year term of office by majority vote of the votes cast for Council Member Single Member District Four; and
- (4) No candidate for the position of City Council Member for Single Member District Six received a majority of votes cast and a runoff election is called for July 8th, 2017, between Steve Hampton and Bille F. DeWitt, the two candidates having received the highest and second highest number of votes cast for the position of City Council Member for Single Member District Six; and

Section 5. Pursuant to the applicable provisions of the Texas Local Government Code, Texas Election Code, and the City of San Angelo, Texas Home-Rule Charter, the City Council officially finds, determines, and declares the results of said Special Election to be that:

- (1) Tommy Hiebert is elected City Council Member for Single Member District One to the remainder of an unexpired three year term expiring May 2019 by majority vote of the votes cast for Council Member Single Member District One.

Section 6. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this resolution, since the same would have been enacted by the City Council without the incorporation of this resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7. This Resolution shall be effective immediately upon its adoption.

The above Resolution was, upon motion made by _____ and seconded by _____, duly passed and adopted by the City Council

of the City of San Angelo, Texas on the 16th day of May, 2017.

THE CITY OF SAN ANGELO, TX

ATTEST:

Dwain Morrison, Mayor

Bryan Kendrick, City Clerk

Approved as to Content:

Bryan Kendrick, City Clerk

Approved as to Form:

Theresa James, City Attorney

EXHIBIT A

(Election Returns)

Canvass Report — Total Voters — Unofficial
CITY OF SAN ANGELO/SCHOOL DISTRICTS — OFFICIAL BALLOT — May 06, 2017

Page 1 of 8

05/15/2017 12:02 PM

Total Number of Voters : 7,286 of 54,656 = 13.33%

Precincts Reporting 35 of 35 = 100.00%

City Council Member, Single Member District 2

Precinct	Absentee Ballots Cast	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Tom Thompson	Totals
107BS3	5	22	32	59	449	13.14%	43	43
304BS20	17	112	120	249	1652	15.07%	189	189
304BS21	15	49	48	112	1545	7.25%	76	76
308BS24	4	11	8	23	335	6.87%	14	14
327BS26	34	110	92	236	2510	9.40%	186	186
434BS33	6	51	45	102	1119	9.12%	70	70
Totals	81	355	345	781	7610		578	578

Canvass Report — Total Voters — Unofficial
CITY OF SAN ANGELO/SCHOOL DISTRICTS — OFFICIAL BALLOT — May 06, 2017

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Total Number of Voters : 7,286 of 54,656 = 13.33%

Precincts Reporting 35 of 35 = 100.00%

City Council Member, Single Member District 4

Precinct	Absentee Ballots Cast	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Chris Giroux	Lucy Gonzales	Totals
106BS1	19	31	32	82	973	8.43%	21	57	78
106BS2	4	18	23	45	537	8.38%	23	18	41
124BS6	0	3	3	6	55	10.91%	3	3	6
124BS7	14	33	22	69	1457	4.74%	6	54	60
144BS10	12	53	67	132	1497	8.82%	46	84	130
144BS11	0	1	0	1	90	1.11%	0	1	1
306BS23	8	59	106	173	1561	11.08%	78	92	170
435BS34	14	35	49	98	1154	8.49%	43	51	94
Totals	71	233	302	606	7324		220	360	580

Canvass Report — Total Voters — Unofficial
CITY OF SAN ANGELO/SCHOOL DISTRICTS — OFFICIAL BALLOT — May 06, 2017

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Total Number of Voters : 7,286 of 54,656 = 13.33%

Precincts Reporting 35 of 35 = 100.00%

City Council Member, Single Member District 6

Precinct	Absentee Ballots Cast	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Rebekah Coffman	Billie F. Dewitt	Steve Hampton	Totals
215BS15	29	186	222	437	2363	18.49%	89	142	159	390
319BS25	110	264	233	607	3171	19.14%	92	219	223	534
421BS30	43	212	257	512	3196	16.02%	109	162	193	464
424BS32	38	129	122	289	2107	13.72%	98	88	71	257
Totals	220	791	834	1845	10837		388	611	646	1645

Canvass Report — Total Voters — Unofficial
CITY OF SAN ANGELO/SCHOOL DISTRICTS — OFFICIAL BALLOT — May 06, 2017

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Total Number of Voters : 7,286 of 54,656 = 13.33%

Precincts Reporting 35 of 35 = 100.00%

City Council Member, Mayor

Precinct	Absentee Ballots Cast	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Brenda Gunter	Charlotte Farmer	Zach Taylor	Tony Villarreal	Totals
106BS1	19	31	32	82	973	8.43%	34	15	5	28	82
106BS2	4	18	23	45	537	8.38%	28	3	1	13	45
107BS3	5	22	32	59	449	13.14%	28	11	5	14	58
114BS5	3	28	32	63	943	6.68%	14	1	0	46	61
124BS6	0	3	3	6	55	10.91%	4	1	0	1	6
124BS7	14	33	22	69	1457	4.74%	18	12	7	30	67
137BS8	7	38	55	100	1146	8.73%	53	10	5	32	100
137BS9	38	76	31	145	1326	10.94%	72	22	6	44	144
144BS10	12	53	67	132	1497	8.82%	67	13	5	46	131
144BS11	0	1	0	1	90	1.11%	0	0	1	0	1
146BS12	29	40	20	89	1362	6.53%	39	19	6	25	89
146BS13	7	65	55	127	1862	6.82%	67	12	10	38	127
215BS15	29	186	222	437	2363	18.49%	290	53	19	74	436
228BS16	55	162	133	350	2421	14.46%	252	34	16	48	350
230BS17	40	334	326	700	5095	13.74%	502	66	28	100	696
230BS18	2	19	11	32	190	16.84%	26	1	2	3	32
241BS19	82	505	553	1140	4467	25.52%	859	102	27	147	1135
304BS20	17	112	120	249	1652	15.07%	155	34	17	42	248
304BS21	15	49	48	112	1545	7.25%	61	16	6	25	108
305BS22	1	3	4	8	46	17.39%	5	1	0	1	7
306BS23	8	59	106	173	1561	11.08%	94	22	13	44	173
308BS24	4	11	8	23	335	6.87%	5	4	0	14	23
319BS25	110	264	233	607	3171	19.14%	411	78	31	85	605
327BS26	34	110	92	236	2510	9.40%	120	30	16	70	236
401BS27	7	19	5	31	137	22.63%	18	6	2	5	31
402BS28	41	160	166	367	2933	12.51%	245	44	7	71	367
420BS29	2	18	24	44	453	9.71%	35	1	1	7	44
421BS30	43	212	257	512	3196	16.02%	341	78	29	62	510
424BS32	38	129	122	289	2107	13.72%	181	38	11	59	289
434BS33	6	51	45	102	1119	9.12%	53	11	13	25	102
435BS34	14	35	49	98	1154	8.49%	51	19	9	19	98
436BS35	34	294	321	649	3545	18.31%	467	45	34	98	644
Totals	720	3140	3217	7077	51697		4595	802	332	1316	7045

Canvass Report — Total Voters — Unofficial
CITY OF SAN ANGELO/SCHOOL DISTRICTS — OFFICIAL BALLOT — May 06, 2017

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Total Number of Voters : 7,286 of 54,656 = 13.33%

Precincts Reporting 35 of 35 = 100.00%

School Board Trustee - Single Member District 2

Precinct	Absentee Ballots Cast	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Art G. Hernandez	Eli Cruz Esquivel	Totals
106BS1	19	31	32	82	973	8.43%	48	16	64
124BS6	0	3	3	6	55	10.91%	4	1	5
137BS8	7	38	55	100	1146	8.73%	66	21	87
144BS10	12	53	67	132	1497	8.82%	88	31	119
146BS13	7	65	55	127	1862	6.82%	84	29	113
304BS21	15	49	48	112	1545	7.25%	63	19	82
Totals	60	239	260	559	7078		353	117	470

Canvass Report — Total Voters — Unofficial
CITY OF SAN ANGELO/SCHOOL DISTRICTS — OFFICIAL BALLOT — May 06, 2017

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Total Number of Voters : 7,286 of 54,656 = 13.33%

Precincts Reporting 35 of 35 = 100.00%

Unopposed Candidates Declared Elected

Precinct	Absentee Ballots Cast	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	No Candidate for Race	Totals
106BS1	0	0	0	0	973	00.00%	0	0
124BS6	0	0	0	0	55	00.00%	0	0
137BS8	0	0	0	0	1146	00.00%	0	0
144BS10	0	0	0	0	1497	00.00%	0	0
146BS13	0	0	0	0	1862	00.00%	0	0
304BS21	0	0	0	0	1545	00.00%	0	0
Totals	0	0	0	0	7078		0	0

Canvass Report — Total Voters — Unofficial
CITY OF SAN ANGELO/SCHOOL DISTRICTS — OFFICIAL BALLOT — May 06, 2017

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Total Number of Voters : 7,286 of 54,656 = 13.33%

Precincts Reporting 35 of 35 = 100.00%

SCHOOL BOARD TRUSTEE

Precinct	Absentee Ballots Cast	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	David Kubenka	Steven Brooks	Brandon Braden	Doug Dusek	Totals
112BS4	7	1	5	13	627	2.07%	12	0	13	12	37
144BS11	0	1	0	1	90	1.11%	1	0	0	0	1
213BS14	11	22	163	196	2307	8.50%	178	37	173	167	555
230BS18	2	19	11	32	190	16.84%	12	20	16	12	60
423BS31	0	0	0	0	25	00.00%	0	0	0	0	0
Totals	20	43	179	242	3239		203	57	202	191	653

Canvass Report — Total Voters — Unofficial
CITY OF SAN ANGELO/SCHOOL DISTRICTS — OFFICIAL BALLOT — May 06, 2017

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Total Number of Voters : 7,286 of 54,656 = 13.33%

Precincts Reporting 35 of 35 = 100.00%

City Council Member, Single Member District 1

Precinct	Absentee Ballots Cast	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Bill Richardson	Darrin Fentress	Tommy Hiebert	Anna Bartosh	Totals
230BS17	40	334	326	700	5095	13.74%	27	32	397	231	687
230BS18	2	19	11	32	190	16.84%	1	4	18	9	32
241BS19	82	505	553	1140	4467	25.52%	44	55	741	275	1115
420BS29	2	18	24	44	453	9.71%	2	5	23	12	42
Totals	126	876	914	1916	10205		74	96	1179	527	1876

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, John Doe, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of San Angelo City Council - Single Member District Number of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

State of Texas)
County of Tom Green)

Sworn to and subscribed before me
this

16th day of May, 2017.

(seal)

Signature of Notary Public or Other Officer
Administering Oath
Judge Jane Doe

Printed or Typed Name

PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, Jane Doe, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Date

Affiant's Signature

San Angelo City Council – SMD Number
Texas

Position to Which Elected/Appointed

San Angelo, Tom Green County,

City and/or County

SWORN TO and subscribed before me by affiant on this ____ day of _____, 2017.

Signature of Person Authorized to Administer Oaths/Affidavits

Bryan Kendrick
Printed Name

City Clerk
Title

SAMPLE

Certificate of Election

In the name and by the Authority of the

State of Texas

***THIS IS TO CERTIFY, that at a general election held on the
6th of May, 2017***

John Doe

was duly elected

***City Council Member
Single Member District #
of the
City of San Angelo***

*In testimony whereof, I have hereunto
signed my name and caused the Seal of
City of San Angelo to be affixed, this
the 16th day of May, 2017*

Jane Doe

Mayor of the City of San Angelo

Attest:

Bryan Kendrick, City Clerk

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: May 16, 2017

Item type: Regular Item

Caption:

Consider a resolution ordering that a Runoff Election be held on July 8, 2017, for the purpose of electing a Council Member for Single Member District Six; ordering publication; making provisions for the conduct of the election (una Resolución, convocando una segunda votación (elección de desempate) se celebrará en dicha ciudad el 8 de Julio, 2017, para la elección de un miembro unico del consejo de la ciudad para distrito seis; ordenando publicación, haciendo provisiones relacionadas al motivo de esta ordenaza - (Presentation by City Clerk Bryan Kendrick)

Summary/History:

Section 45 of the City Charter States:

"Where in any election for elective office no candidate receives the majority of all the votes cast for such office at such election, the Council shall, immediately upon declaring the official results of the election, issue a call for a run-off election for each position to which no one was elected. Such run-off election shall be held on a day to be set by the Council which will comply with State Law, and, in such run-off election, the two candidates who received in the preceding election the highest number of votes for each place to which no one was elected shall be voted on again and the candidate who receives the majority of the votes cast for such place in the run-off election shall be declared elected to such office. Each person elected at a City election shall take office immediately upon completion of the official canvass and issuance of a certificate of election to such person."

Therefore, Mr. Steve Hampton and Mrs. Billie F. Dewitt are deemed the candidates for the runoff election to be held on July 8th, 2017.

Financial Impact:

We are expecting a cost savings of approximately \$10,000 from the reduction of polling locations. Expected cost of the runoff will be \$20,000. A budget amendment memo has been submitted for the remaining costs and will come before council for action at a future meeting.

Other Information/Recommendation:

City Charter and State Law require adoption of these resolutions (English/Spanish).

Attachments:

1. Resolution - Runoff Election Order (English) 17-052_CC_RUNOFF_7-08-17_ELECTION_RESO_DRAFT_Final (1).docx
2. Resolution - Runoff Election Order (Spanish) 17-526_CC_Election_Runoff Order_Reso SPANISH - 2017.doc

Presentation:

Approvals/Reviews:

Bryan Kendrick	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN ANGELO, TEXAS, ORDERING THAT A RUNOFF ELECTION BE HELD IN SAID CITY ON SATURDAY, THE 8TH DAY OF JULY, 2017, FOR THE PURPOSES OF ELECTING A COUNCIL MEMBER FOR SINGLE MEMBER DISTRICT SIX TO A FOUR YEAR TERM; ORDERING PUBLICATION; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSE OF THIS ORDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution No. 2017-01-001 of the City of San Angelo, Texas, adopted on the 17th January, 2017, a General Election was duly held on the 6th day of May, 2017, for the purpose of electing municipal officers;

WHEREAS, the City Council on canvassing the returns of the general election for City Council Member Single Member District Six has determined that no candidate received a majority of votes cast for that office, and that Steve Hampton and Billie F. DeWitt are the two candidates having received the highest and second highest number of votes cast for the position of Council Member Single Member District Six; and,

WHEREAS, the City Charter for the City of San Angelo provides that where in any election for elective office no candidate receives the majority of all the votes cast for such office, the Council shall, immediately upon declaring the official results of the election, issue a call for a runoff election for each position to which no one was elected; and,

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

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

Section 1. All of the above recitals are found to be true and correct, are incorporated into the body of this Order, and shall have the same force and effect as if set forth in their entirety in this Section.

Section 2. The City Council orders a runoff election for the City of San Angelo, Texas, to be held on Saturday, July 8th, 2017, between the hours of 7:00 A.M. and 7:00 P.M., which is not earlier than the twentieth (20th) day after the final Order canvassing the returns of the General Election in compliance with Section 2.025(b) of the Texas Election Code and pursuant to Section 45 of the City Charter.

Section 3. Voting at and on said election shall be by use of digital scan ballots, and 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 4. Early voting by personal appearance shall be conducted each weekday, June 26th, 2017 through June 29, 2017, from 8:00 A.M. to 5:00 P.M.; June 30, 2017 and July 3, 2017, from 7:00 A.M. to 7:00 P.M. The City of San Angelo will utilize the early voting branch locations, shown on [Exhibit "A"](#).

adopted as part of this order, 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 in the early voting clerk's office on Tuesday, June 27, 2017.

Section 5. Said elections shall be conducted and the results canvassed and announced as prescribed by the General Election and Special Election Laws of the State of Texas, as amended and only duly qualified electors shall be qualified to vote.

Section 6. The City Clerk is directed and required to publish and post notice of said elections as required by law.

Section 7. 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 8. This Order shall be effective from and after the date of adoption.

PASSED, APPROVED and ADOPTED on the 16th day of May, 2017.

THE CITY OF SAN ANGELO

ATTEST:

/s/ _____
Brenda Gunter, Mayor

/s/ _____
Bryan Kendrick, City Clerk

Approved as to Content:

Approved as to Form:

/s/ _____
Bryan Kendrick, City Clerk

/s/ _____
Theresa James, City Attorney

Exhibit “A”

City of San Angelo, Texas, July Run Off Election Polling Places

LOCATION(S) OF POLLING PLACES
(UBICACIONES DE VOTACIÓN)

Location	Address
Angelo Bible Church	3506 Sherwood Way
Community Medical Center	3501 Knickerbocker Rd.
MHMR	1501 W. Beauregard
Southland Baptist Church	4300 Meadow Creek
TxDOT	4502 Knickerbocker Rd Bldg E
West Texas Rehab	1925 University

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

Edd B. and Frances Frink Keyes Building, 113 W. Beauregard, First Floor (Primer Piso), San Angelo, Texas
(location) (ubicación)

June 26 – 29, 8 am to 5 pm (26 de junio hasta el 29 de junio, desde las 8:00 am hasta las 5:00 pm)
June 30 & July 3, 7 am to 7 pm (El 30 de junio, El 3 de julio, desde las 7:00 am hasta las 7:00 pm)

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE SAN ANGELO, TEJAS, CONVOCANDO UNA SEGUNDA VOTACIÓN (ELECCIÓN DE DESEMPATE) SE CELEBRARÁ EN DICHA CIUDAD EL 8 DE JULIO, 2017, PARA LA ELECCIÓN DE UN MIEMBRO UNICO DEL CONSEJO DE LA CIUDAD PARA DISTRITO SEIS, ORDENANDO PUBLICACIÓN, HACIENDO PROVISIONES PARA LA CONDUCTA DE DICHA ELECCION Y OTRAS PROVISIONES RELACIONADAS AL MOTIVO DE ESTA ORDENANZA; PREVIENDO POR DIVISIBILIDAD; Y PREVIENDO UNA FECHA DE VIGENCIA

EN TANTO QUE, de conformidad con la Resolución No. 2017-01-001 de la ciudad de San Angelo, Tejas, adoptada el día 17 de enero de 2017, la elección general fue debidamente celebrada el día 6 de mayo de 2017, con el propósito de elegir a los funcionarios municipales;

EN TANTO QUE, el Consejo de la Ciudad, en el escrutinio de los resultados de la elección general para el cargo de miembro único del concejal de la Ciudad, Distrito Seis ha determinado que ninguno de los candidatos obtuvo la mayoría de votos emitidos para ese cargo, y que Billie DeWitt y Steve Hampton son los dos candidatos que hayan recibido el número más alto y el de los votos emitidos para el cargo de miembro único del concejal de la Ciudad para Distrito Seis; y,

EN TANTO QUE, la Carta de la Ciudad de San Angelo dispone que cuando en una elección para un cargo electivo ningún candidato recibe la mayoría de todos los votos emitidos para dicho cargo, el Consejo, inmediatamente después de declarar los resultados oficiales de la elección, publique una llamada para una elección de la salida para cada posición a la cual nadie fue elegido; y,

EN TANTO QUE, la reunión en la cual se considera esta orden está abierta al público según los requisitos de ley, y al aviso público del tiempo, el lugar, y el propósito de las reuniones dichas fueron dados según los requisitos del título 5, capítulo 551, código del gobierno de Tejas.

POR LO TANTO, EL CONSEJO DE LA CIUDAD DE SAN ANGELO, TEJAS DECRETA:

Sección 1. Todas las premisas anteriores se encuentran para ser verdaderos y correctos y se han incorporado en el cuerpo de la presente Ordenanza y tendrán la misma fuerza y efecto como si estén dispuestos en su totalidad en esta sección.

Sección 2. El consejo de la Ciudad pide una elección de segunda vuelta para la Ciudad de San Angelo, Tejas, que se llevará a cabo el sábado 8 de julio de 2017, entre las 7:00 AM Y 7:00 PM, que no es anterior al vigésimo (20) día después de de la orden final que solicita los retornos de la Elección General de conformidad con la Sección 2.025 (b) del Código de Elecciones de Texas y conforme a la Sección 45 de la Carta de la Ciudad.

Sección 3. Votación en y sobre dicha elección se realizará mediante el uso de boletas de escaneo digitales, y las boletas oficiales para dicha elección deberá ser conforme al Código Electoral de Tejas, según enmendada, a fin de permitir a los electores votar por el candidato de su opción, con la boleta oficial que contiene otras disposiciones, marcas y lenguaje como lo requiere la ley.

Sección 4. La votación adelantada en persona se llevará a cabo de lunes a viernes, 26 de junio 2017 al 29 de junio de 2017 de 8:00 AM hasta las 5:00 PM, 30 de junio 2017 y 3 de julio, 2017 de 7:00 AM hasta las 7:00 PM. La Ciudad de San Angelo utilizará las sucursales de votación anticipadas, que se muestra en el Anexo "A", adoptadas como parte de esta ordenanza, y conforme a la sección 42.002 del código de la elección titulada "Uso obligatorio de los precintos del Condado".

La solicitud para una boleta postal se debe mandar a:

Oficinista de la Municipal, La Ciudad de San Angelo
c/o Vona Hudson, Administradora Electoral del Condado de Tom Green
Judge Edd B. Keyes Building
113 W. Beauregard Ave
San Angelo, Texas 76903

Las solicitudes para las boletas postales se recibirán antes de que se cierren los negocios el martes, día 27 de junio del 2017, sin excepción alguna.

Sección 5. Que dicha elección se celebrara y que los resultados serán escrutados y anunciados como prescrito por la elección general y leyes especiales de la elección del Estado de Tejas, como enmendado, y sólo los votantes calificados serán permitidos a votar.

Sección 6. El Oficinista de la Municipal se dirige y debe publicar la notificación de dichas elecciones como lo exige la ley.

Sección 7. Que los términos y disposiciones de esta Ordenanza se considerará separable en cualquier parte de este Ordenanza se declarará nulo, el mismo no afectara la validez de disposiciones de esta Ordenanza.

Sección 8. La presente Orden entrará en vigor desde y después de la fecha de adopción.

PASADA, APROBADA y ADOPTADA en el día 16 de mayo, 2017.

LA CIUDAD DE SAN ANGELO, TEXAS

/s/ _____

Brenda Gunter, Alcalde

TESTIGO:

/s/ _____

Bryan Kendrick, Oficinista de la Municipal

Aprobado en Cuanto a Contenido

/s/ _____

Bryan Kendrick, Oficinista de la Municipal

Aprobado en Cuanto a Forma

/s/ _____

Theresa James, Abogada de la Ciudad

Exhibit "A"

**Ciudad de San Angelo, Tejas
Segunda Votación en Julio**

Lugares de Votacion

UBICACIONES DE VOTACIÓN

Location	Address
Angelo Bible Church	3506 Sherwood Way
Community Medical Center	3501 Knickerbocker Rd.
MHMR	1501 W. Beauregard
Southland Baptist Church	4300 Meadow Creek
TxDOT	4502 Knickerbocker Rd Bldg E
West Texas Rehab	1925 University

La votación adelantada en persona se llevará a cabo de lunes a viernes en:

Edd B. Keyes Building, 113 W. Beauregard, Primer Piso, San Angelo, Tejas
(ubicación)

26 de junio hasta el 29 de junio, desde las 8:00 am hasta las 5:00 pm
30 de junio y 3 de julio, desde las 7:00 am hasta las 7:00 pm

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Kramer, Fleet Services Superintendent, Fleet Services, (325) 657-4329

Meeting Date: May 16, 2017

Item type: Consent Item

Caption:

Consider award of items bid items related to Fuel System renovations:

1. FS-09-17 Fuel Management System, to AssetWorks Inc., utilizing GSA contract #GS-35F-317GA in an amount of \$129,816.46, budgeted in FY17 and authorizing City Manager or designee to execute any related documents.
2. RFB FS-08-17 Fuel Dispensers to Boler Equipment Services, Inc., in an amount of \$61,291.14, budgeted in FY17 and authorizing City Manager or designee to execute any related documents - (Presentation by Fleet Services Superintendent Ryan Kramer)

Summary/History:

Fleet Services has requested bids for the replacement of 11 fuel dispensers and a GSA contract price to replace the fuel management system. Fleet Services provides fueling services to all City divisions, as well as San Angelo ISD, Transit, MHMR, Region 15 Service Center, and Rust Street Ministries. It is critical that a functional fueling system is maintained to provide fuel for emergency responders, school busses, and City operational staff. Also as critical: fuel transactions, billing, and reconciliation must be preformed accurately for financial auditing and state required environmental purposes. TCEQ requirements must be met by tracking and storing quantities of fuel entering and leaving the City's fuel sites and are audited every three years. Fleet Services buys and sells just under 1,000,000 gallons of fuel each year.

While the current fuel management system is functional, major failures causing the entire fuel system to be out of service have occurred several times within the last two years. Each year, replacement components are more difficult to locate, or have become obsolete. The same is being experienced with the fuel dispensers. Currently, the City has one dispenser that is un-repairable due to the lack of available parts, which is a concern for the remaining dispensers as they are similar machines. the most recent failure of the fuel management system was eventually resolved by refurbishing an existing computer control board since the part was not available. Refurbishment of these control boards can only happen a limited number of times and may not always be successful. The dispensers at the City's two fueling locations (Saint Ann St. and Airport) are 25+ years old and the computerized fuel management system at both locations is 16+ years old resulting in antiquated technology in tracking, reporting, and delivery of fuel.

A replacement management system is requested to avoid catastrophic failures in fuel dispensing. Replacement fuel dispensers are needed to maintain efficient fueling system access for all using divisions.

Staff recommends 11 fuel dispensers/pumps to be purchased and installed by Boler Equipment Services, Inc. and the replacement fuel management system to be purchased from AssetWorks, Inc.

Financial Impact:

Staff recommends awarding FS-09-17 Fuel Management System to AssetWorks, Inc. in an amount of \$129,816.46.

Staff Recommends awarding FS-08-17 Fuel Dispensers to Boler Equipment Service, Inc. (Midland, TX) in an amount of \$61,291.14.

Both purchases are budgeted in FY17 and will be funded by Funds 502, 230, 240, 260, and 270.

Other Information/Recommendation:

Staff recommends awarding FS-09-17 Fuel Management System to AssetWorks, Inc. in an amount of \$129,816.46.

Staff Recommends awarding FS-08-17 Fuel Dispensers to Boler Equipment Service, Inc. (Midland, TX) in an amount of \$61,291.14.

Attachments:

- | | | |
|----|------------------|----------------------|
| 1. | FS-08-17 Bid Tab | FS-08-17 Bid Tab.pdf |
|----|------------------|----------------------|

Presentation:

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Shane Kelton	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



CITY OF SAN ANGELO

RFB Bid Tabulation * FS-08-17/ Fuel Dispensers

05/05/2017 at 11:00 a.m.

Ryken			
Description	Unit Cost	Quantity	Extended Cost
New/Unused Fuel Dispenser	4130.00	9.00	37170.00
New/Unused Fuel Pumping Dispenser	5215.00	2.00	10430.00
Optional:			
Hose Retractor System	850.00	11.00	9350.00
Stainless Steel Panels	225.00	11.00	2475.00
All Stainless Door Cabinet Only	950.00	11.00	10450.00
Lighted Register and Product Display	175.00	11.00	1925.00
Installation	1500.00	11.00	16500.00
			\$ 88,300.00
Optional:			
Hose Retractor System Installation	600.00	11.00	6600.00
One Year, No Deductible, Labor Warranty	890.00	11.00	9790.00
Total:			\$ 104,690.00

Boler		
Unit Cost	Quantity	Extended Cost
3567.61	9.00	32108.49
4298.79	2.00	8597.58
363.39	11.00	3997.29
308.98	11.00	3398.78
	11.00	0.00
1069.00	11.00	11759.00
		\$ 59,861.14
130.00	11.00	1430.00
	11.00	0.00
		\$ 61,291.14

DH United		
Unit Cost	Quantity	Extended Cost
3950.49	9.00	35554.41
4595.63	2.00	9191.26
344.51	11.00	3789.61
282.15	11.00	3103.65
	11.00	0.00
1319.70	11.00	14516.70
		\$ 66,155.63
50.00	11.00	550.00
	11.00	0.00
		\$ 66,705.63

Estimated completion of project (days)	60 days
Piggy Back	yes
Cooperative	no
P-Card	no
Payment Terms	net-30
Payment Discount	no

7 weeks
no
no
no
net-15
no

90 days
yes
no
no
net-30
no

Mailed to:

Boler Equipment	Midland	Tx
Rykin Pump	Odessa	Tx

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Asst. Director of Operations, Solid Waste, (325) 657-4206

Meeting Date: May 16, 2017

Item type: Consent Item

Caption:

Consider awarding HGAC Quote Q-00014404 to Stericycle Environmental Solutions in the amount of \$63,463, budgeted for purchase FY2017, and authorizing the City Manager or designee to execute any related documents (P.Frerich)

Summary/History:

The City of San Angelo requested quotes through the Houston Galveston Area Council (HGAC) purchasing co-op to conduct an on-site household hazardous waste (HHW) collection event and disposal of collected waste. Household hazardous waste is a special waste not accepted in the City's landfill, nor has any viable and appropriate disposal methods in the area.

On October 4, 2016, City Council approved staff to apply for a Concho Valley Council of Governments grant to provide funding for an HHW event of which \$13,463 was awarded. The grant will expire on August 31, 2017. On October 4, 2016, Council also approved \$50,000 from the City Solid Waste expense budget to support this event.

This is the second HHW collection event in as many years. The event is hosted, coordinated, and overseen by SAFE Recycling and is scheduled for June 3, 2017. Last year's event was very successful with the event closing over an hour early due to a complete exhaustion of allocated funding for the event.

As the grant recipient, the City is responsible for procurement of collection and disposal services.

Financial Impact:

Total budget for the event is \$67,463. \$50,000 will be paid from budgeted and approved funds from the City Solid Waste budget with the remaining \$13,463 paid from the awarded CVCOG grant.

Other Information/Recommendation:

Attachments:

- | | |
|---|--|
| 1. Stericycle HGAC Quote and Agreement | Stericycle Pricing & Agreement.pdf |
| 2. CVCOG Grant Award | CVCOG Grant- 10-04-16.pdf |
| 3. CVCOG Grant Application Agenda Item 10.04.16 | Grant Application Authorization - 10-04-16 - Council Report.pdf |
| 4. COSA HHW Event Funding Agenda Item 10.04.16 | COSA SW HHW Event Funding Authorization - 10-04-2016.pdf |
| 5. 10-04-16 Agenda Minutes w/ Approvals | Grant Application & COSA Funding Approval - Minutes 10.04.16.pdf |

Presentation:

Approvals/Reviews:

Patrick Frerich	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval



April 20, 2017

Mr. Patrick Frerich
Asst. Director of Operations,
City of San Angelo Texas
72 W. College Avenue
San Angelo, TX 76903

RE: Proposal-City of San Angelo Texas-HHW 2017
Quote #:Q-00014404

Dear Mr. Frerich:

Stericycle Environmental Solutions is pleased to present this proposal to City of San Angelo Texas. Stericycle Environmental Solutions has been providing the services specified in the Scope of Work (SOW) for over 30 years and has the resources necessary to provide the requested services in a safe, compliant, and efficient manner.

Based upon the information provided to Stericycle Environmental Solutions, the scope of work/pricing for the service(s) is offered below:

1. Scope Of Work: Onsite environmental services to conduct a household hazardous waste collection.

The pricing for the services is as follows:

Description:	Quantity:	UOM:	Weight (lbs):	2017 Unit Pricing	Extended Cost	Containers/Conversions
Aerosol cans	3	cubic yard	1224	\$ 426.00	\$ 1,278.00	
Aerosol cans		55-gal		\$ 202.35		
Pesticides Liquids/Flammable	28	55-gal	4494	\$ 207.67	\$ 5,814.76	
Flammable Liquids (bulked)	3	55-gal	1414	\$ 101.17	\$ 303.51	
Propane	11	lecture	26	\$ 93.19	\$ 1,025.09	2-5g
Propane	22	BBQ Size	363	\$ 15.98	\$ 351.56	each
Oil-Based Paint in Cans	15	cubic yard	11359	\$ 399.37	\$ 5,990.55	
Oil-Based Paint in Cans	3	55-gal	467	\$ 122.47	\$ 367.41	
Pesticides Solids	4	cubic yard	2197	\$ 654.18	\$ 2,616.72	
Nickel-Cadmium Batteries		16-gal		\$ 159.75	\$ -	30g
Lab Pack: Oxidizers	1	55-gal	114	\$ 213.00	\$ 213.00	
Lab Pack: Oxidizers	1	5-gal poly	4	\$ 53.25	\$ 53.25	
Lab Pack: Corrosives	2	55-gal	362	\$ 197.02	\$ 394.04	
Lab Pack: Corrosives	2	30-gal	114	\$ 147.77	\$ 295.54	
Lab Pack: Corrosives	1	20-gal	25	\$ 137.77	\$ 137.77	
Lab Pack: Corrosives		5-gal poly		\$ 53.25	\$ -	
Mercury (Elemental/Articles)	1	5-gal poly	4	\$ 236.21	\$ 236.21	
Straight Fluorescent Bulbs	3	4' bulb bx	57	\$ 45.60	\$ 136.80	
Straight Fluorescent Bulbs	6	8' bulb bx	241	\$ 385.60	\$ 2,313.60	
Compact Fluorescent Bulbs		55-gal		\$1.35/lb		Minimum = \$25
Total Weight of Hazardous Waste Materials:			22,465	Lbs.		
				Estimated Disposal		\$ 21,527.81
				Mobilization (includes travel, labor, transportation)		\$ 11,698.00
Non-Hazardous Waste Materials						
Description:	Quantity:	UOM:	Weight (lbs):			
Latex Paint in Cans	20	cubic yard	14,084		\$ 11,447.17	\$ 11,447.17
Solidified Non-Haz tars	2	55-gal dru	1,009		\$ 179.92	\$ 359.84
Antifreeze/Ethylene Glycol	1	55-gal dru	472		\$ 79.87	\$ 79.87
Total Weight of Non-Haz Waste Materials:			15,093	Lbs.		
Total Weight of Waste Collected:			37,558	Lbs.		
		Total Estimated Event Cost			\$	45,112.69

Assumptions and Conditions:

Prices quoted do not include the Texas Interstate Waste Fee.

A minimum charge of \$325.00 applies to all invoices .

- 1) Pricing includes fingerprint analysis, profiling, labeling, manifesting, and LDR's;
- 2) This is a price estimate based on data provided by the customer and HGAC disposal pricing. HGAC published mobilization rates do not apply to the City of San Angelo as the HGAC mobilization rates were calculated for HHW programs within the HGAC 13 county region. Final pricing is based on the actual specifications and quantity of the material collected and received at Stericycle's TSD facility or Stericycle approved facilities, and the final treatment code assigned for proper disposal;
- 3) Mobilization includes travel expenses, labor, transportation costs;
- 4) Disposal pricing includes supplies;
- 5) Municipal solid waste (trash) is generated from empty containers generated from material bulking, and containers used by event participants to transport HHW waste items to the collection site. This cost estimate does not include rolloff (RO) containers for disposal of municipal solid waste/trash. If the City of San Angelo can provide RO's, no additional charge will be invoiced. If Stericycle is requested to provide RO's, additional charge of \$447.31 plus transportation will be added.
- 6) City of San Angelo and Safe Recycling will provide staff to provide site traffic control
- 7) Pricing is offered for 30 days. Once accepted, prices remain in effect until customer is notified in writing 30 days in advance.

The disposal pricing as listed above is an estimate based on the information provided and will be confirmed following receipt of a completed waste profile. All invoices are subject to applicable Federal, State, and local taxes & fees as may be applicable.

Contact Information:

*Jack Ranney, HHW Account Manager, 512-663-2090, john.ranney@stericycle.com

*Josue Ventura, HHW/Field Operations Manager-Avalon TSDF, 214-301-1170 Josue.Ventura@stericycle.com

This proposal is valid until 5/20/2017.

All of the employees at Stericycle Environmental Solutions appreciate the opportunity to provide this proposal and are looking forward to being of service to City of San Angelo Texas. Please feel free to contact me at to discuss this proposal.

Regards,

John Ranney
Account Manager

Proposal and associated Scope of Work Acceptance:

Signature: _____

Date: _____

Printed: _____

Title: _____

Acceptance of this proposal (as indicated by a signature above) acknowledges that you, on behalf of the customer, have read the Stericycle Environmental Solutions Standard Terms and Conditions attached.

Appendix:

Non-Specified Container Conversions ¹	
Container Size	Conversion
1-5 gallon	35%
6-15 gallon	50%
16-30 gallon	75%
31-55 gallon	1x
85 gallon	1.5x
Cubic Yard Boxes	4x
250/275 gallon totes	5x
330/350 gallon totes	6x
550 gallon totes	10x

¹Conversion Notes

- These conversions will be apply to all disposal and transportation items unless provided in the above or an alternative quote
- Numbers are expressed as a factor of a 55 gallon drum (i.e., 55 gallon price x 35% = sell price)
- The greater of the conversion factor or location container minimum will be applied
- Some waste may have a different, typically lower, minimum which is reflected on Table 6

Ancillary Charges - All Regions
--

Description	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$150
24-48 Hour RUSH Profile Fee	ADMPIC48	Each	\$50
Delivery Fees			
Unscheduled or Late Delivery	ADMDLVY	Each	\$250
Scheduled Delivery Weekend/Afterhours	ADMDLAH	Each	\$500

Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$75
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$75
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	\$25
Transportation, Labor, and Other Fees			
Scheduled Pickup Cancellation	ADMCAN	Each	\$150
Repacking/Overpacking Fee	ADMREPK	Each	\$150
Overpack Handling Fee	ADMOVPK	Each	\$50
Technical Lab Pack Review "Flat Rate Fee - \$175.00 The flat fee criteria:	ADTECHRVW	Each	\$175
(1.) Excel submitted inventories;			
(2.) Maximum of 500 inventory items; (3.) <5% of items with Trade Names"			

ENVIRONMENTAL SERVICES AGREEMENT

1. **Purpose and Term of Agreement.** This Agreement sets forth the terms and conditions under which Contractor shall provide services to Customer ("Services"). The term of this Agreement shall commence on the Effective Date and shall continue in effect for three (3) years or until terminated in accordance with Paragraph 13 below ("Initial Term"). After the Initial Term, this Agreement will automatically renew for successive renewal terms ("Renewal Term") equal in length to the Initial Term unless either party gives written termination notice at least twelve months before expiration of the Initial Term or any subsequent Renewal Term. The parties agree that if any Services are performed prior to the Effective Date or the Initial Term, the terms and conditions of this Agreement shall govern.
2. **Services.** When Customer requires any Services covered by this Agreement, Customer may issue to Contractor, in writing, a purchase order, work authorization, notice to proceed, bid, or proposal (hereinafter "Work Order Authorization"). Any Work Order Authorization issued by Customer is subject to the terms and conditions of this Agreement and any other terms referenced herein. In the event of any conflict, the controlling order is this Agreement, any attachment(s) to, or references within, this Agreement, then the Work Authorization. Customer agrees to exclusively use Contractor for the Services at the locations and/or facilities indicated below during the Initial Term and any subsequent Renewal Term.
3. **Fees and Billing.** (a) Amount. Customer agrees to pay Contractor for the performance of the Services at the fees or rates set forth in a price sheet or in a Work Order Authorization, or, if not specified therein, at Contractor's standard fees or rates for such Services at the time the Services are rendered. Customer is responsible for all sales and use taxes associated with the Services. Any payments made by credit card will be assessed a 2.5% service fee; (b) Invoices. Contractor shall invoice Customer for the Services performed, and Customer shall pay such invoice within thirty (30) days after the date of the invoice. In the event Customer has a good-faith objection to an invoice, Customer shall pay the undisputed amount pursuant to the terms of this Agreement and notify Contractor of said objection in writing within fifteen days; failure to object in writing within fifteen days constitutes waiver of objections to invoices. (c) Late Payment. For any late payment received by Contractor, Contractor shall charge Customer a service charge of one and one-half percent per month of the amount of the invoice or the maximum percentage allowed by law, whichever is less. Customer shall pay all reasonable costs of collection, including attorneys' fees and expenses, incurred by Contractor in the collection of payment of invoices which are not timely paid by Customer; (d) Non-Payment of Invoices. If payment of Contractor invoices is not maintained on a 30-day current basis, Contractor may suspend further performance of any or all Services and/or withhold any and all materials, labor, work or data from Customer until full payment is made; (e) Change in Fees or Rates. Contractor shall have the right to revise any of the prices upon fifteen days' written notice to Customer. In the event that Contractor's energy costs relating transportation over a three month period increase by more

than ten percent on an annualized basis, Contractor shall be permitted to add an Energy Charge.

4. **Customer Site Access.** Customer shall provide access to Customer's property and/or worksite during regular business hours as necessary to perform Services hereunder. Customer shall provide Contractor, its employees and subcontractors a safe working environment for any Services performed. Contractor, its employees and subcontractors shall comply with Customer's safety procedures, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to Contractor prior to the commencement of Services. Customer grants to Contractor and warrants (if the project site is not owned by Customer) that permission has been granted by all persons necessary for Contractor, its employees, agents and subcontractors to enter the property on which the Services are to be performed for the purposes of performing the Services.
5. **Independent Contractor.** The relationship between Contractor and Customer under this Agreement shall be that of independent contractors. Each party shall exercise its own discretion in the method and manner of performing its duties, and neither party shall exercise control over the other except insofar as may be necessary to ensure performance and compliance with this Agreement. Employees, methods, equipment and facilities used by a party shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate either party, or any of its employees, as employees, agents, joint venturers or partners of the other party.
6. **Confidentiality.** Contractor and Customer shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as required by law or as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations, chemical constituents or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement ("Confidential Information"), without in each instance securing the prior written consent of the other party. Contractor, upon Customer's request, shall have its employees, agents, and subcontractors sign reasonable and customary confidentiality agreements furnished by Customer. Exceptions. Nothing above, however, shall prevent either party from disclosing to others or using in any manner Confidential Information which the disclosing party can show: (i) had, at the time of such disclosure or use, been published and become part of the public domain (other than by acts, omissions or fault of the disclosing party or their employees); (ii) had, at the time of such disclosure or use, been furnished or made known to the disclosing party by third parties (other than those acting directly or indirectly for or on behalf of the disclosing party) as a matter of legal right without restrictions on its disclosure; (iii) was in the disclosing party's possession prior to the disclosure of the Confidential Information by one party to the other; or (iv) was developed independently by the receiving party without use of Confidential Information of the other party.
7. **Warranties, Representations, and Standard of Care.** Contractor warrants and represents that (i) it possesses the business, professional, and technical expertise to perform the Services, (ii) it possesses the equipment, facilities, and employees to perform the Services, (iii) it shall perform the Services, within the limits prescribed by Customer, in a safe and workmanlike manner consistent with the care and skill ordinarily exercised for such services by other companies providing similar services under similar circumstances and conditions at the same time and in the same locality, (iv) it shall perform the Services in material compliance with all valid and applicable laws and regulations, and (v) its facilities have been issued, as of the date of this Agreement, all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services (hereinafter the "Standard of Care"). CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY, OR IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF USAGE), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Damage Limitations.** CONTRACTOR SHALL NOT BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY DAMAGES SHALL BE LIMITED TO, AT CONTRACTOR'S OPTION, THE REFUND OF THE PRICE FOR THE ASSOCIATED WORK ORDER OR RE-PERFORMANCE OF THE SERVICE(S) IN QUESTION. CUSTOMER MUST NOTIFY CONTRACTOR OF ANY CLAIM WITHIN FIFTEEN DAYS OF THE EVENT GIVING RISE TO SUCH CLAIM OR SUCH CLAIM IS WAIVED. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON

BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. AS USED IN THIS SECTION, THE TERM "CUSTOMER" AND "CONTRACTOR" SHALL INCLUDE ALL AFFILIATES OF EACH. THE PROVISIONS GOVERNING DAMAGE LIMITATIONS AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.

9. **Indemnification.** If there is any injury (including death), loss or damage to the person or property of any third party (including employees of either party), then, subject to the limitations set forth in this Agreement, each party agrees to indemnify and defend the other party to the extent of the indemnifying party's negligence.
10. **Insurance.** Contractor agrees to furnish to Customer insurance certificates upon request. In no event shall Contractor's liability under this Agreement, including the indemnity obligations contained herein, exceed the amount of Contractor's insurance.
11. **Delays.** In the event that Contractor's Services are interrupted due to causes outside of its control (except for Force Majeure), Contractor shall be compensated for the labor, equipment, and other costs (in accordance with Contractor's current Schedule of Fees) associated with maintaining the availability of its work force and equipment during the interruption or any other delay charges reasonably incurred by Contractor.
12. **Force Majeure.** Except for the obligation to pay for Services, any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent, caused by acts of God, action of a governmental authority (including, but not limited to, revocation of permits and changes in applicable laws, regulations, rules or administrative practices of any governmental authority), fire, flood, windstorm, explosion, riot, war, sabotage, labor problems (including lockouts, strikes and slowdowns), court injunction or order or other such causes that are beyond the reasonable control of the affected party and without its fault or negligence; provided, that prompt notice of such delay shall be given by the affected party to the other party. Each of the parties hereto shall be diligent in attempting to remove such cause or causes but shall not be under any obligation to settle strikes by its employees.
13. **Termination.** (a) Either party may terminate this Agreement or any Services under this Agreement upon five (5) days prior written notice if the other party has breached any material provision of this Agreement, including non-payment and/or partial payment of invoices. The notice of termination shall specify the date when this Agreement or Services terminates and the reasons for termination. (b) If this Agreement is terminated under this paragraph, Customer shall pay Contractor for the Services performed by Contractor up to the date of the termination of this Agreement or of any Services performed hereunder plus reasonable costs incurred by Contractor in terminating this Agreement or such Services, including but not limited to demobilization expenses.
14. **Waiver.** Any failure by either party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of either party at any time to avail itself of such remedies as it may have for any default in the performance of such terms or conditions.
15. **Disputes.** All claims, disputes, or controversies arising out of or relating to the interpretation, application, performance or enforcement of this Agreement shall be submitted to mediation (or, if the parties then agree, to arbitration) prior to initiating any court proceedings. Each party shall bear its own costs, including its own attorneys' and/or expert fees and costs. The cost of the mediation (or, if applicable, arbitration) service shall be borne equally by both parties unless otherwise agreed by the parties. If legal action is brought in connection with any dispute arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees (whether in-house or outside counsel is used), court costs, collection agency fees, and all other reasonable costs incurred in connection with the legal action.
16. **Miscellaneous.** (a) Customer represents that Customer is contractually free to enter into this Agreement and to perform hereunder and shall indemnify and defend Contractor against all allegations brought against Contractor if Customer's representation is not correct. (b) Except where otherwise expressly authorized, notice shall be by facsimile, by first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery and addressed as set forth on the signature page, unless changed in writing by the party to whom the notice is being sent. Notice shall be effective upon delivery, except that notice via facsimile shall be effective upon the next business day after receipt, provided that a confirming copy of the notice is also mailed via first class mail to

the applicable address. (c) Neither party shall assign its rights or obligations under this Agreement without prior written consent of the other party; provided however, that such consent shall not be unreasonably withheld. Notwithstanding, Contractor may assign its rights or obligations under this Agreement to its parent, corporate affiliates, or subsidiaries without the consent of Customer. Additionally, Contractor may subcontract, orally or in writing, for performance of some or all of the Services with any of its corporate affiliates, parent or subsidiaries without the consent of Customer. If Customer transfers a material part of its assets and/or its operations at any facility or its stock to a third party, Customer shall require the third party to accept an assignment of this Agreement, as it relates to any applicable Facility, in form and content acceptable to Contractor. (d) This Agreement shall be construed in all respects in accordance with laws of the state in which the Services were provided. (e) Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement. Capitalized terms in this Agreement, including Attachments, shall carry their meanings throughout as defined in this Agreement. All references to this Agreement shall include all Attachments hereto as amended and supplemented from time to time. (f) This Agreement shall apply to, inure to the benefit of, and be binding upon Contractor and Customer and their respective permitted successors and assigns. (g) This Agreement (including all Attachments, Work Plans, Work Order Authorizations, Online Terms and Conditions, or other documents incorporated into this Agreement) is the entire Agreement and understanding of Contractor and Customer regarding the Services. This Agreement supersedes any and all prior or contemporaneous contracts, agreements, purchase orders, representations, terms and conditions, whether oral or written relating to the Services. All previous representations relating to this Agreement or the Services, whether written or oral, are void. No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings, purchase orders, or agreements purporting to modify, vary, supplement or explain any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of each party. In no event shall the pre-printed terms or conditions in any Customer Work Order Authorization or similar document be considered an amendment or modification whether such terms conflict or not, with this Agreement, even if such documents are signed by representative of both parties. Except where this Agreement expressly provides for modification by one party, no modification of this Agreement shall be binding on either party unless it is specifically negotiated, in writing and signed by an authorized representative of each party. If any provision of this Agreement is prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any other provision of this Agreement.

Environmental Services Addendum
(Waste Management Services)

1. **Receipt or Delivery of Waste Materials.** (a) The term "Waste Materials" refers to the materials described in the Generator Waste Profile or Profile Acceptance Letter (collectively, the "Profile Acceptance Letter"). (b) Customer shall tender delivery of the Waste Materials to Contractor at those times and places, in those quantities, and in the manner agreed to by Contractor and Customer. Receipt by Contractor of the Waste Material at its processing facilities and the taking of possession and control of the Waste Materials shall not, in itself, constitute acceptance of the Waste Materials for processing. (c) Customer shall, at the same time and place, tender to Contractor those completed documents, shipping papers or manifests as are required for lawful transfer of the Waste Materials to Contractor, and applicable statutes, ordinances, orders, rules or regulations of the federal, state or local governments, including, but not limited to, the Hazardous Materials Transportation Act ("HMTA"), 49 U.S.C. §§1801, et seq., as amended, the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2601 et seq., as amended, and the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§ 6901 et seq., as amended. (d) Customer shall permit Contractor reasonable access to Waste Materials for purposes of sampling and testing, and Contractor may conduct such sampling and testing of the Waste Materials, before or after acceptance for processing, as it may determine to be appropriate in its sole discretion. Contractor's sampling and testing, or Contractor's failure to sample and test, shall not relieve Customer of any of its responsibility or liability under the Service Agreement. Contractor shall accept for processing conforming Waste Materials which have been

tendered and delivered in conformance with the Service Agreement.

2. **Acceptance, Rejection, or Revocation of Acceptance of Non-Conforming Waste Materials.** (a) If Contractor determines that any unit of the Waste Materials is non-conforming for any reason, Contractor may deem all units of such Waste Materials that are tendered or accepted at the same time as the non-conforming unit to be non-conforming for the same reason. Within a reasonable time after Contractor actually discovers the non-conformity, Contractor may, in its sole discretion, reject or revoke acceptance of all non-conforming Waste Materials or accept for processing all or any part of such Waste Materials. If Contractor accepts non-conforming Waste Materials, Contractor shall process the Waste Materials at its then prevailing rates for Waste Material of like character and description. Contractor shall give prompt notice of the nature of the non-conformity to Customer within five (5) business days of the discovery of the non-conformity. Waste Materials tendered by Customer, and their containers, shall be considered "non-conforming": (i) if the Waste Materials are not in accordance with the warranties, descriptions, specifications or limitations stated in this Agreement or Profile Acceptance Letter, or (ii) if they have constituents or components, not specifically identified in the applicable Profile Acceptance Letter, which increase the nature or extent of the hazard and risk undertaken by Contractor in agreeing to handle, load, transport, store, treat, process, recycle and/or dispose of the Waste Materials, insofar as such activity is to be performed by Contractor hereunder, or (iii) if the storage, treatment, processing, disposal, recycling facility or Contractor's Processing Facility is not permitted. (b) If Contractor rejects or revokes acceptance, of all or any units of Waste Materials and, at the time of such rejection or revocation, such Waste Materials are in Contractor's possession or control, Contractor shall, within a reasonable time after such rejection or revocation, prepare such Waste Materials for lawful transportation and return, or cause the return of such Waste Materials to Customer or to such other location as Customer may direct. In such case, Customer shall pay to Contractor the cost of transportation to Contractor's facility, the cost of return transportation to Customer's facility (or such other location as Customer may direct), and other reasonable charges incurred by Contractor for testing, storage, and other reasonable actions to manage the Waste Materials.
3. **Title and Risk of Loss.** Customer shall at all times retain title to and liability for the Waste Materials. The title to the Waste Materials transported to a treatment/storage/disposal facility shall transfer directly from Customer to the treatment/storage/disposal facility upon acceptance. Excluding any prior written agreements to the contrary, Contractor will have ownership rights in, title to, and risk of loss for, any products which Contractor reclaims from any Waste Materials which it has accepted from Customer. If Contractor revokes its acceptance of Waste Materials, title, risk of loss, and all other incidents of ownership to the Waste Materials, to the extent same were transferred to Contractor, shall be transferred from Contractor and re-vest in Customer at the time notice of such revocation of acceptance is received by Customer, provided that Contractor shall exercise reasonable care as long as it has possession of such rejected Waste Materials.
4. **Customer Warranties and Representations.** (a) Waste Materials. Customer warrants and represents that: i) the description of the Waste Materials in the Waste Profile Letters, manifests and shipping documents is true and correct in all material respects; ii) all Waste Materials to be delivered to Contractor by Customer hereunder shall conform to such description; iii) it shall fairly advise Contractor of the hazards and risks known by Customer to be incident to the handling, loading, transporting, storing, treating, processing, recycling and disposal of the Waste Materials; iv) containers of Waste Materials delivered to Contractor shall conform to the container specifications, marking and label requirements under the law; and are otherwise in full compliance with all material description requirements of applicable statutes, ordinances, orders, rules and regulations of the United States, state and local governments in whose jurisdictions such Waste Materials are tendered to Contractor. (b) New Information. Customer warrants and represents that it shall promptly inform Contractor of any information known or learned of by it during the term of this Agreement, including but not limited to whether the Waste Materials present or may present a hazard or risk to persons or the environment which was not apparent from the information or description provided to Contractor. Such information shall include, but not be limited to, any relevant notification of substantial risk required to be given by Customer pursuant to Section 8(e) of TSCA. (c) Title to Waste Materials. Customer further represents and warrants that it has sole title to Waste Materials which will be tendered to

Contractor and is under no legal restraint, statutory, regulatory, administrative or judicial, which prohibits the transfer of possession or title to such Waste Materials.

5. **Pharmaceutical Formulary.** If applicable, it shall be Customer's responsibility to provide to Contractor a classified formulary in accordance with federal, state and local requirements, including but not limited to the Resource Conservation and Recovery Act and any regulations promulgated by the Drug Enforcement Administration. It shall also be Customer's responsibility to maintain the accuracy of such formulary, updating it periodically to accurately reflect current pharmaceuticals used by Customer, and any applicable changes in the law. Alternatively, Customer may choose to have Contractor provide such a formulary. A Contractor-provided formulary shall be used by the Customer solely for the purpose of managing Customer's pharmaceutical waste in connection with the provision of Services by Contractor. Further, any Contractor- provided formulary, or other information related to the segregation and disposition of pharmaceutical waste, is Contractor's confidential business information and constitutes the intellectual property of Contractor. Customer does not have any rights in, nor does Customer possess a license to use such information, other than in connection with the provision of Services by Contractor.
6. **Medicare Disclosure/Access.** If required by law, the Comptroller General, Department of Health and Human Services and their duly authorized representatives shall have access to this Agreement and records for all times covered by this Agreement necessary to verify the nature, extent and costs of the Services provided by Contractor and included in Customer's cost report, both during and for four (4) years after this Agreement terminates. This access shall be provided in accordance with the provisions of Public Law 96-499, Omnibus Reconciliation Act of 1980, as amended. The Comptroller General and his/her duly authorized representative shall have similar access to agreements subject to 42 USC 1395 between Contractor and any organization related to Contractor and to books, documents and records of Contractor and such organizations solely as they relate to the performance of the Services under this Agreement.



CITY OF SAN ANGELO
CONTRACT ROUTING FORM

Please attach this routing form to all contracts/agreements that require execution by City Manager

ORIGINATING DEPARTMENT: Operations

DEPARTMENT CONTACT PERSON: Patrick Frerich EXT _____

NAME OF OTHER CONTRACTUAL PARTY/ENTITY: CVCOS

IS THIS AGREEMENT AS A RESULT OF A COMPETITIVE PROCUREMENT PROCESS? ☐ YES ☐ NO
TOTAL CONTRACT AMOUNT: \$ _____

TYPE OF AGREEMENT:

- | | |
|--|---|
| ☐ MANAGEMENT AGREEMENT | ☐ PUBLIC WORKS AGREEMENT |
| ☐ PROFESSIONAL SERVICES AGREEMENT | ☐ MAINTENANCE AGREEMENT |
| ☐ GRANT AGREEMENT | ☒ INTER-LOCAL AGREEMENT |
| ☐ EXPERT CONSULTANT AGREEMENT | ☐ LEASE AGREEMENT |
| ☐ LICENSE AGREEMENT | ☐ PURCHASE OR SALE AGREEMENT |
| ☐ MOU | ☐ OTHER |

COUNCIL APPROVAL DATE: 10/4/16 RESOLUTION NO. #2016-10-107

IF THIS DOES NOT REQUIRE COUNCIL APPROVAL, PLEASE EXPLAIN: Grant

ROUTING INFORMATION	Date	Initials
DEPARTURE FROM ORIGINATING DEPARTMENT	<u>3/2/17</u>	<u>PF</u>
SUBMIT TO PURCHASING	<u>/</u>	
SUBMIT TO RISK MANAGEMENT	<u>/</u>	
SUBMIT TO CITY ATTORNEY <u>16-649A</u>	<u>3/2/17</u>	<u>TJ</u> *
PICK UP BY ORIGINATING DEPARTMENT FROM CITY ATTORNEY	<u>3/3/17</u>	<u>PF</u>
SUBMIT TO CITY CLERK	* <u>3/3/17</u>	<u>PF</u>
SIGNED BY CITY MANAGER/MAYOR		
COPY OF EXECUTED DOCUMENT TO CITY ATTORNEY'S OFFICE		

NOTE: PLEASE ENSURE ALL FIELDS ARE COMPLETED IN ROUTING
INFORMATION BEFORE SUBMISSION TO CITY CLERK

* RETURN ORIGINAL to Patrick Frerich

for the following described Recreational and Agricultural Lease Agreements pursuant to lease terms and ratifying notices of default given: (C. Preas)

1. 19.96 Acres abutting Concho River
2. 1.07 Acres abutting Middle Concho River
- c. Adoption of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property: (C. Preas) (Pg. 665, #2016-10-106)
Lot 4, Block 2 Mineola Annex: 612 W. 15th St.: Filiberto and Maria Medellin (\$750)
- d. Adoption of a resolution allowing the City of San Angelo to apply for the Concho Valley Council of Governments FY 2016 Regional Solid Waste Grants Program in the amount of \$23,000 for the benefit of a Regional Household Hazardous Waste Event hosted by SAFE Recycling (P.Frerich) (Pg. 667, #2016-10-107)
- e. Adoption of a resolution finding a public purpose and approving financial assistance to the San Angelo Friends of the Environment (SAFE Recycling) to host a Household Hazardous Waste Collection Event in an amount not to exceed \$50,000 (J.Miller) (Pg. 669, 2016-10-108)
- f. Approval of awarding:
 1. RFB FD-02-15 Ambulance chassis to Jim Bass Ford in the amount of \$70,986.00 for two ambulance chassis, budgeted for purchase FY2017, and authorizing the City Manager or designee to execute any related documents
 2. FD-01-17 to Ambulance box remounts to Frazer, LTD, utilizing HGAC contract # AM10-16, budgeted for purchase in FY2017 for two (2) ambulance box remounts in the amount of \$166,900.00 and authorizing the City Manager or his designee to execute any necessary related documents (V.Hancock)
- g. Approval of awarding RFB FS-06-16 Truck Chassis with Dump System to Summit Truck Group (San Angelo, TX) in the amount of \$97,233, budgeted in FY17, for the purchase of one (1) unit and authorizing the City Manager or designee to execute any related documents (R.Kramer)
- h. Approval of awarding WU-02-16 Liquid Ammonium Sulfate to Chameleon Industries in the amount of \$20,000 annually for one (1) year with two (2) additional one (1) year term extensions, budgeted for purchase FY2017, FY2018, and FY2019, and authorizing the City Manager or designee to execute any related documents (A.Strube)
- i. Approval of awarding WU-03-16 Water Distribution / Wastewater Collection Warehouse Inventory bid to three (3) vendors (HD Supply Waterworks, Morrison Supply, & Western Industrial Supply) based on the lowest unit bid in compliance with the bid requirements for each specific item for one (1) year with two (2) additional one (1) year term extensions, budgeted for purchase FY2017, FY2018, and FY2019, and authorizing the City Manager or designee to execute any related documents (A.Strube)
- j. Approval of awarding WU-04-16 Liquid Chlorine to DPC Industries in the amount of \$68,400 annually for one (1) year with two (2) additional one (1) year term extensions, budgeted for purchase FY2017, FY2018, and FY2019, and authorizing the City Manager or designee to execute any related documents (A.Strube)
- k. Approval of authorizing the City Manager to execute a Memorandum of Understanding (MOU) with Tom Green County for the proposed Tom Green County Jail facility. City would be responsible for designing, inspecting construction and maintaining a sanitary sewer main and City street. Tom Green County would be responsible for extending said sanitary sewer main and City street to the proposed jail facility (R.Pehl)
- l. Approval of ratifying COSADC acceptance of an offer by AEP Texas North Company for the purchase of 52 acres more or less at the Business & Industrial Park at a sales price of \$1,196,000

CONCHO VALLEY COUNCIL OF GOVERNMENTS SOLID WASTE INTERLOCAL AGREEMENT

The Texas Commission on Environmental Quality has certified that it has the authority to contract with the Concho Valley Council of Governments by authority granted in the Current Appropriations Act; Texas Water Code, section 5.229 and Texas Health and Safety Code, Chapter 371. Funds for this subcontract are provided from the Solid Waste Disposal Fund.

Concho Valley Council of Governments has certified, and the SUBCONTRACTOR certifies that it has authority to perform the services contracted for by authority granted in The Interlocal Cooperation Act, Texas Government Code, Chapter 791.

This Interlocal Agreement is entered into by and between the parties named below. Neither TCEQ nor the State of Texas is a party to this Contract.

PROJECT NUMBER 17-10-03

I. CONTRACTING PARTIES:

The Council of Government: Concho Valley Council of Governments

The Subcontractor: City of San Angelo

II. SERVICES TO BE PERFORMED:

See Attachment A - Work Program of SUBCONTRACTOR

III. BUDGET AND PAYMENT PROCEDURES:

See Attachment B - Budget and Payment Procedures

IV. SCHEDULES OF DELIVERABLES:

See Attachment C - Schedule of Deliverables from SUBCONTRACTOR

V. ADDITIONAL CONTRACT PROVISIONS:

See Attachment D - Special Contract Provisions &

Attachment E - General Contract Provisions

Concho Valley Council of Governments

2801 West Loop 306, Suite A

San Angelo, TX 76904

X


John Austin Stokes

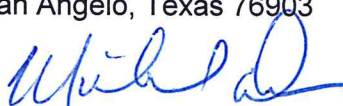
Date: February 13, 2017

City of San Angelo

72 West College

San Angelo, Texas 76903

X


Michael Dane

Date:

Approved as to Form:

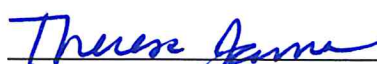

Theresa James, City Attorney

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Exhibit A-1

The CVCOG hereby designates the individual below as the person to give direction to the SUBCONTRACTOR as Project Representative of CVCOG:

Albert Rodriguez – Regional Services Director	
Concho Valley Council of Governments	
2801 West Loop 306, Suite A	
San Angelo, TX 76904	
Tel: (325) 944-9666	Fax: (325) 944-9925

The SUBCONTRACTOR hereby designates the individual named below as the person authorized to receive direction from the CVCOG, to manage the work being performed, and to act on behalf of the SUBCONTRACTOR as a Project Representative:

Patrick Frerich	
City of San Angelo	
72 West College	
San Angelo, TX 76903	
Tel: (325) 657-4206	Fax: (325) 657-4553

The SUBCONTRACTOR designates the following location for record access and review pursuant to Attachment A & Attachment E of this Contract or any other applicable provision:

Attachment A

Work Program of SUBCONTRACTOR

Objective: To collect Household Hazardous Waste at Safe Recycling Center.

- I. Receive notice of Grant Award
- II. Sign contract with Concho Valley COG
- III. Select service provider
- IV. File paperwork with TCEQ
- V. Implement Project
- VI. File reports as necessary

The City of San Angelo City Administrator will report to the CVCOG and TCEQ as required and/or requested.

Attachment B

SUBCONTRACTOR Budget and Authorizations

BUDGET CATEGORY	GRANT FUNDING
1. Personnel/salaries	\$0.00
2. Fringe Benefits	\$0.00
3. Travel	\$0.00
4. Supplies	\$0.00
5. Equipment	\$0.00
6. Construction	\$0.00
7. Contractual (other than for construction)	\$17,463.30
8. Other	\$0.00
Total direct charges (sum of 1-8)	\$17,463.30
9. Indirect charges*	\$0.00
Total grant funding requested (sum of 1-9)	\$17,463.30

* All indirect charges must be in accordance with an approved cost allocation plan, or in accordance with the Indirect Cost Computation Table contained in the current UGMS, which is available from CVCOG. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

NOTE: All expenditures under the Equipment, Construction, Contractual, or/and Other, budget categories must be approved in advance by CVCOG unless specifically spelled out in this agreement. Such approval shall be given in writing.

Attachment C

Schedule of Deliverables from SUBCONTRACTOR

Items to be purchased with funds for this contract are:

Funds will be used for the collection and disposal of Household Hazardous Waste including hauling, delivery and disposal and labor to oversee the disposal.

Attachment D - Special Contract Provisions

Article 1 Period of Performance

The period of performance of this agreement begins **2/13/2017** and ends **8/31/2017**.

Article 2 Scope of Services

All parties agree that the SUBCONTRACTOR, in consideration of compensation hereinafter described, shall provide the services specifically described in the Work Program and Special and General Provisions of this Solid Waste Interlocal Agreement.

The SUBCONTRACTOR agrees to implement the Project according to the agreed upon work program in Attachment A and the Budget shown in Attachment B of this agreement.

Article 3 CVCOG Obligations

(a). Measure of Liability

- (i) In consideration of full and satisfactory performance hereunder, CVCOG will be liable to reimburse the SUBCONTRACTOR in an amount equal to the actual costs, not to exceed the Budget in Attachment B, incurred by SUBCONTRACTOR in rendering such performance, subject to the following limitations:
- (ii) CVCOG is not liable for expenditures made in violation of General Provisions for Texas Commission on Environmental Quality's List of Supplemental Funding Standards, Article 8 which outlines prohibited activities as defined by the Texas Commission on Environmental Quality (TCEQ).
- (iii) CVCOG is not liable for any costs incurred by SUBCONTRACTOR in the performance of this agreement which have not been billed to CVCOG within thirty (30) days following termination of this agreement.
- (iv) CVCOG is not liable to SUBCONTRACTOR for costs incurred or performance rendered by SUBCONTRACTOR for costs incurred by SUBCONTRACTOR before commencement of this agreement or after termination of this agreement.
- (v) Except as specifically authorized by CVCOG in writing, CVCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular A-87.
- (vi) It is the understanding of the parties that the source of funds provided is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF). Due to the demands upon the source for funds necessary to protect the health and safety of the public, it is possible that the funds will be depleted prior to completion of this agreement. The SUBCONTRACTOR agrees that all funding arranged under this agreement is subject to sufficient funds in the MSWDTRF.

(b). Method and Schedule of Payment

- (i) Financial reporting. Any month in which the SUBCONTRACTOR has budgeted expenses, a report must be submitted no later than the tenth day following the end of the month during the period of performance for this agreement, to CVCOG detailing allowable expenditures incurred during the previous month. Expenditures which are not allowed are set forth in Section 8 of this agreement. These reports must include copies of invoices showing receipt of the invoiced materials or services and a copy of the check or payment record showing the invoice paid.
- (ii) Payments. Upon review and approval of each such financial report, CVCOG will make payment to SUBCONTRACTOR against CVCOG liabilities to be accrued hereunder.

(c). SUBCONTRACTOR Close Out Report

No later than thirty (30) days following the termination of this agreement, SUBCONTRACTOR must submit a CVCOG Contract Close Out Report according to written instructions from CVCOG.

Article 4 Reporting Requirements

- (a). The SUBCONTRACTOR shall prepare and submit to the CVCOG, a quarterly written progress report concerning performance under this Contract documenting accomplishments and units of work performed under Attachment A of this agreement. All progress reports shall be submitted within 10 days after the end of each period so that CVCOG may submit a consolidated report to TCEQ. A final progress report shall be provided prior to the final request for payment under this Contract, but, in no case later than 30 days after the end of the Contract period. Payments (reimbursements) required under this contract may be withheld by the CVCOG until such time as any past due progress reports are received.
- (b). The SUBCONTRACTOR quarterly progress reports required under Part (a) of this Section contain descriptions of activities and costs for the CVCOG to ensure that the provisions of this Contract are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly progress reports in order to assure the CVCOG that the activities are not prohibited under Article 8 of this contract (relating to Supplementing Funding Standards). The SUBCONTRACTOR shall comply with any reasonable request by the CVCOG for additional information on activities conducted in order for the CVCOG to adequately monitor the SUBCONTRACTOR'S progress in completing the requirements of and adhering to the provisions of this Contract. Forms shall be provided by CVCOG for these reports.
- (c). The SUBCONTRACTOR'S failure to comply with the requirements of this Article shall constitute a breach of this Contract.
- (d). The SUBCONTRACTOR agrees to monitor the results of the project for the life of the funded program or activity. The SUBCONTRACTOR shall report results on the project goals beginning with the time the activity is operational and continuing for a minimum of 24 months or other times as specified by the CVCOG, to include additional updates that may be requested after the term of this Contract. The reports during the 24 month period shall be made quarterly on forms provided by CVCOG, and any additional requests for information by CVCOG shall be responded to in the format requested.
- (e). The SUBCONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services and other work furnished by the SUBCONTRACTOR under this Contract. The CVCOG may require the SUBCONTRACTOR to correct or revise any errors, omissions or other deficiencies in any reports or services provided.

Article 5 Monitoring Requirements

- (a). CVCOG may periodically monitor SUBCONTRACTOR for:
 - (i) The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
 - (ii) The administrative and operational effectiveness of the project.
- (b). CVCOG shall conduct periodic analysis of SUBCONTRACTOR'S performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by SUBCONTRACTOR.

Article 6 Equipment and Constructed Facilities

- (a). Subject to the obligations and conditions set forth in this Agreement, title to all equipment and/or facilities (hereafter, property) acquired under this Agreement will vest, upon acquisition or construction, in the SUBCONTRACTOR.

- (b). The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property, shall be in accordance with Section 361.014 (b) of the TEX. HEALTH & SAFETY CODE ANN., which directs that a project or service funded under this program must promote cooperation between public and private entities and may be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.
- (c). The SUBCONTRACTOR shall conduct physical property inventories, to maintain property records and the necessary control procedures, and to provide adequate maintenance with respect to all property acquired under this Agreement for which the SUBCONTRACTOR retains title, as further set forth in Subsections (i) through (x) below.
 - (i) The SUBCONTRACTOR shall develop and use a property management system that conforms to all applicable state and local laws, rules, and regulations. If an adequate system for accounting for personal property is not in place or currently in use, the Property Accounting System Manual issued by the State Comptroller of Public Accounts shall be used as a guide.
 - (ii) A physical inventory of all property acquired or replaced under this Agreement having an initial per-unit purchase price of one thousand dollars (\$1,000) or more, shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the SUBCONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. The SUBCONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such equipment or property is sold.
 - (iii) All property acquired or replaced under this Agreement shall be used by the SUBCONTRACTOR to support the purposes of this Agreement, for as long as the equipment or facilities are needed for such purposes, whether or not the original projects or programs continue to be supported by State funds.
 - (iv) For property with a current fair market, per-unit value of five thousand dollars (\$5,000) or less, the SUBCONTRACTOR may for the purpose of replacing the property acquired under this Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
 - (v) For property with a current fair market, per-unit value in excess of five thousand dollars (\$5,000), the SUBCONTRACTOR shall, for the purpose of replacing the property acquired under this Agreement within six years of the initiation date of this Agreement, obtain written authorization from the COUNCIL prior to trading in or selling the property and using the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
 - (vi) Property with a current fair market, per-unit value of five thousand dollars (\$5,000) or less, if no longer needed for the support of the authorized projects or programs under this Agreement, whether original or replacement, may be used in support of other activities currently or previously supported by the Solid Waste Program of the Concho Valley Council of Governments.
 - (vii) For property with a current fair market, per-unit value in excess of five thousand dollars (\$5,000), if no longer needed for support of the authorized projects or programs under this Agreement, whether original or replacement, and within six years of the initiation date of this Agreement, the SUBCONTRACTOR shall obtain written authorization from the Concho Valley Council of Governments prior to changing the use of the property, to include selling or transferring ownership of the property. In requesting authorization for a change in use of the property, the SUBCONTRACTOR shall provide information as requested by the CVCOG, to include information to assure that the new use of the property will adhere to the requirements of Section (b) of this Article. Prior to authorizing the SUBCONTRACTOR to change the use of the

property, the CVCOG may, at its discretion, require the SUBCONTRACTOR to notify and request input from private industry providers of recycling or solid waste services in the area of the proposed new use or activity, to determine that a competitive advantage issue does not exist. After six years of the initiation date of this Agreement, the SUBCONTRACTOR is not required to obtain authorization for a change in use of the property acquired under this Agreement, but the provisions of Section (b) of this Article shall still apply.

- (viii) If any property acquired or replaced under this Agreement is sold or transferred within six years of the initiation date of this Agreement, the CVCOG and TCEQ are entitled to a share of the proceeds from such sale or may require the transfer of ownership of the property to a third party, provided the fair market, per-unit value of the property at the time of the sale is in excess of five thousand dollars (\$5,000). The CVCOG's share of the sale proceeds shall be the same percentage as was the funding provided under this Agreement that enabled the original purchase or acquisition of the property in question.
- (ix) Property that is no longer needed and that has a fair market, per-unit value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the CVCOG or TCEQ, provided the other requirements set forth in this Article are met, including the requirements of Section (b).
- (x) If, prior to the termination date of this Agreement, the SUBCONTRACTOR determines that any property acquired with funds provided as a result of this Agreement is no longer needed for the original intended project, the CVCOG and TCEQ may require the SUBCONTRACTOR to transfer title and possession of such property to a third party named by the CVCOG.
- (xi) The SUBCONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement materials, equipment, or facilities purchased or constructed with funds made available under this Agreement.

Article 7 Compliance with Applicable Laws

The SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this Agreement, including, but not limited to, the laws referred to in this Agreement. If the SUBCONTRACTOR or CVCOG observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Agreement modifications. On request, the SUBCONTRACTOR shall furnish CVCOG modification.

If the SUBCONTRACTOR performs any work knowing or having reason to know that it is contrary to Laws or Regulations, the SUBCONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

The provisions of Uniform Grant and Contract Management Act, Texas Government Code, Chapter 783 applies to this agreement. Compliance with the conditions and requirements contained therein is necessary for the satisfactory performance of the services and work required under this agreement.

Neither the CVCOG's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Contract; the SUBCONTRACTOR shall be, and remain, liable in accordance to with applicable laws for all damages caused by the SUBCONTRACTOR's negligent performance of any of the services furnished under this agreement.

Article 8 Supplemental Funding Standards

Unless authorization is specifically provided in accordance with the provisions of this Attachment or in accordance with Attachment D of this Contract, the SUBCONTRACTOR shall ensure that funds provided under this contract are not used for the following activities, programs, or projects:

(a). Funding Limitations Per Category.

(i) Local Enforcement.

- a. Grant funds may not be used for enforcement activities related to the illegal disposal of industrial and/or hazardous waste. Instances where industrial or hazardous waste may be discovered at an investigation site do not preclude the investigation of that site, so long as the funded program is specifically aimed at the illegal disposal of municipal solid waste.
- b. Grant funds may not be used for either the cleanup of illegal disposal sites nor the transportation and/or disposal of wastes collected at those sites. Note that while this restriction applies to ongoing enforcement programs dealing with illegal dumping, general community cleanup events that may include the cleanup and transportation of general litter and materials may be authorized under a separate category.

(ii) Source Reduction and Recycling.

- a. Programs and projects funded under this category shall have as a goal and be designed to provide a measurable effect on reducing the amount of municipal solid waste being disposed of in landfills.
- b. Any program or project aimed at demonstrating the use of products made from recycled and/or reused materials shall have as its primary function the education and training of residents, governmental officials, and others, in order to encourage support for recycling efforts.
- c. Programs aimed at efficiency improvements in the local government's solid waste management system to increase the source reduction of solid waste must be coordinated with the TCEQ. Any program to develop a full-cost accounting system shall utilize the full-cost accounting guidance prepared by the TCEQ.
- d. Projects funded under this category may not include programs dedicated to the collection and/or recycling of automotive wastes, to include scrap tires, used oil, oil filters, antifreeze, or lead-acid batteries. This restriction includes the purchase of equipment to shred or split scrap tires. However, this restriction does not apply to the ancillary collection of these materials as part of a comprehensive Household Hazardous Waste collection facility or program.

(iii) Local Solid Waste Management Plans.

- a. The local planning area must be consistent with one or a combination of local solid waste management planning subregions identified by the COG in its regional solid waste management plan.
- b. All local solid waste management plans shall be consistent with the adopted regional solid waste management plan, and prepared in accordance with Subchapter O of the TCEQ Municipal Solid Waste regulations (30 TAC Chapter 330) and the Content and Format Guidelines provided by the TCEQ.
- c. Funding provided under this category may not be used for final engineering work, designs, or construction plans.
- d. At least one year should be allowed for the completion and adoption of the local plan.

(iv) Citizens' Collection Stations and "Small" Registered Transfer Stations.

- a. Transfer stations that require a permit from the TCEQ may not be funded.
- b. Municipal solid waste transfer stations that qualify for registration under '330.4(d) (1) - (3) of the Municipal Solid Waste regulations may be funded.
- c. Transfer stations that qualify for a registration solely due to their location within a permitted municipal solid waste facility, under '330.4(d) (4), may not be funded.
- d. Municipal solid waste transfer stations that qualify for a registration only under the provisions of '330.4(q) of the Municipal Solid Waste regulations allowing for registration of

facilities that recover 10% or more of the waste stream for reuse or recycling, but not also under the provisions of '330.4(d) of the Municipal Solid Waste regulations, may not be funded. However, those components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category.

- e. Municipal solid waste transfer stations that are used only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste, and which qualify for registration under '330.4(r) of the Municipal Solid Waste regulations may be funded under this category. Specifically, '330.4(r) of the Municipal Solid Waste regulations allows for registration of a liquid waste transfer facility that will receive 32,000 gallons a day or less.
 - f. Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded. Costs associated with operating a facility once it is completed may not be funded.
 - g. Transfer stations that require a registration must have already received that registration from the TCEQ before a grant may be awarded.
- (v) Household Hazardous Waste (HHW) Management.
- a. Projects under this category must be coordinated with the TCEQ's HHW program staff to ensure that all applicable regulations and guidelines are followed.
 - b. Funds may not be used for costs related to the disposal of collected wastes.
 - c. Funds may not be used for programs and activities for the collection and management of commercial, industrial, and hazardous wastes.
 - d. Funds may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other special wastes excluded from disposal in municipal solid waste landfills. However, collection of these materials may be included as part of a comprehensive Household Hazardous Waste collection and management program, so long as that is not the sole intent of the program.
- (vi) Technical Studies.
- a. All technical studies shall be consistent with the adopted regional solid waste management plan and any applicable adopted local solid waste management plan, and prepared in accordance with the Content and Format Guidelines provided by the TCEQ.
 - b. Funding may not be used for final engineering work, designs, or constructions plans.
 - c. A landfill or landfilling may be the topic of a technical study only if it is part of an overall, integrated solid waste management system. However, this restriction does not apply to research related to an inventory of closed municipal solid waste landfill sites.
- (vii) Community Cleanup Events.
- a. Funding under this category is for periodic events involving residents and the community to clean up litter and to collect materials for recycling. Funding may not be provided for ongoing activities aimed at cleanup of chronic illegal dumping sites, major debris removal from waterways, and similar activities that go beyond the scope of general community cleanup activities.
 - b. Lake and River Cleanups and Texas Country Cleanups must be closely coordinated with the appropriate TCEQ cleanup program staff. Prior to developing a proposal for these events, the applicant must contact the TCEQ program staff to discuss potential program activities. Lake and River Cleanup programs must be coordinated with the appropriate local or state Keep Texas Beautiful organization, which is coordinating the Lake and River Cleanup program under contract with the TCEQ.

- c. Agriculture and household chemicals must not be accepted under this program, unless a portion of the grant is also designated for a household hazardous waste collection event, in accordance with the standards and procedures under the HHW project category.
- d. Funds may not be used for the disposal of collected wastes.
- (viii) Educational and Training Projects.
 - a. Programs and projects funded under this category shall be primarily related to issues involved in the management of municipal solid waste. Education or training events that cover a broader range of environmental issues may be funded on a partial basis appropriate to the extent to which municipal solid waste issues are covered.
- (b). Payment of Fees. Recipients must not be in arrears on payments of their solid waste disposal fees to the Texas Commission on Environmental Quality at the time an implementation project is selected for funding.
- (c). Land Acquisition Costs. Funds may not be used to acquire land or an interest in land.
- (d). Municipal Solid Waste Related Programs Only. Funds provided under this Agreement may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW), including programs dealing with industrial or hazardous wastes.
- (e). Programs Solely Related to Collection of Certain Special Wastes. Funds provided under this Agreement may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other special wastes excluded from disposal in MSW landfills. However, collection of these materials may be included as part of a comprehensive household hazardous waste collection and management program, so long as that is not the sole intent of the program.
- (f). Activities Related to the Disposal of Municipal Solid Waste. Funds provided under this Agreement may not be used for activities related to the disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste. However, this provision does not apply to activities specifically included under an authorized project category, to include landfill scales, citizen's collection stations, and small registered transfer stations. In addition, activities that would otherwise be eligible for funding, such as recycling, but that are located at a disposal facility may be funded.
- (g). Projects Requiring a TCEQ Permit. Funds provided under this Agreement may not be used for expenses related to projects or facilities that require a permit from the TCEQ. This provision, however, does not apply to projects or activities that may be located at a permitted facility that, by themselves, would not require a permit and would be otherwise eligible for funding.
- (h). Projects Requiring TCEQ Registration. Projects or facilities that require registration with the TCEQ under state regulations, and which are otherwise eligible for funding, may be funded as an implementation project. However, only those expenses related to design and engineering work necessary prior to obtaining a registration may be reimbursed by the SUBCONTRACTOR before the registration is finally received. No actual site development, construction, equipment purchases, or similar expenses may be reimbursed prior to and until such time that a required registration is received.
- (i). Projects that Create a Competitive Advantage Over Private Industry. In accordance with Section 361.014 (b) of the Texas Health and Safety Code, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.

- (j). Supplanting existing Funds. Funds may not be used to supplant salaries of an existing staff position, where the functions assigned to that position will not change. Staff positions where the assigned functions will remain the same and that were active at the time of the grant application, and were funded from a source other than a previous solid waste grant, are ineligible for grant funding. This provision, however, does not apply to the salaries for staff of the SUBCONTRACTOR, in its conduct of activities under this Agreement.
- (k). Acquisition of Goods and Services. Recipients of funds under this Agreement must comply with all state and local laws and regulations pertaining to the acquisition of goods and services. In recognition of the requirement that projects not create a competitive advantage over a private industry, it is a goal of this program that competitive processes be used to the extent possible for all purchases using grant funds. In addition, grant recipients are encouraged to participate in the State Cooperative Purchasing Program.
- (l). Legislative and Lobbying Expenses. In accordance with state laws and regulations, funds provided under this Agreement may not be used for expenses to support political activity, either directly or indirectly. As required under '33, Article IX of H.B. 1, the standards set forth in '5, Article IX of H.B. 1, Shall apply to the use of funds provided under this Agreement.
- (m). Food/Entertainment Expenses. Funds provided under this Agreement may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
- (n). Use of Alcoholic Beverages. As required under '33, Article IX of H.B. 1, the standards set forth in '11, Article IX of H.B. 1, shall apply to the use of funds under this agreement. In accordance with those standards, no funds provided under this Agreement shall be used for the payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds shall be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
- (o). Funds to Law Enforcement Agencies. Funds provided under this agreement may not be provided to any law enforcement agency regulated by Chapter 415 of the Texas Government Code, unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Officers Standards and Education pursuant to Chapter 415 of the Texas Government Code, or the Commission on Law Enforcement Officers Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
- (p). Out-of-State Travel. Funds shall not be used toward the reimbursement of travel expenses for out-of-state travel, except where such travel is specifically authorized in writing by both the CVCOG and the TCEQ.
- (q). Energy Efficiency Standards. The SUBCONTRACTOR is encouraged to follow the standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 9 Authorized Representatives

- (a). The CVCOG hereby designates the person in Exhibit A-1, Project Representative, as the individual authorized to give direction to the SUBCONTRACTOR for the purposes of this Contract. The CVCOG Project Representative shall not be deemed to have authority to bind the CVCOG in contract unless the EXECUTIVE DIRECTOR of the CVCOG has delegated such authority.
- (b). Immediately upon receiving the Purchase Order or Notice of Award, the SUBCONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from the CVCOG, to manage the work being performed, and to act on behalf on the SUBCONTRACTOR. The SUBCONTRACTOR'S Project Representative shall be deemed to have authority to bind the

SUBCONTRACTOR in contract unless the SUBCONTRACTOR, in writing, specifically limits or denies such authority to the SUBCONTRACTOR'S Project Representative.

- (c). Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.
- (d). The SUBCONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with the CVCOG.

Attachment E

Article 1 Legal Authority

The SUBCONTRACTOR warrants and assures CVCOG that it possesses adequate legal authority to enter into this Agreement. The SUBCONTRACTOR'S governing body where applicable has authorized the signatory official(s) to enter into this Agreement and bind the SUBCONTRACTOR to the terms of this Agreement and any subsequent amendments hereto. The SUBCONTRACTOR agrees to adhere to all applicable laws and regulations, including but not limited to the provisions of the following standards:

- (a). '361.014, TEX. HEALTH & SAFETY CODE ANN. (as amended by H.B. 3072, 74th. Texas Legislature);
- (b). '330.569 of the TCEQ Municipal Solid Waste Regulations (30 TAC Chapter 330);
- (c). The Uniform Grant and Contract Management Act; TEX. GOVT CODE ANN., "783.001 et. seq., and the Uniform Grant Management Standards, 1 Texas Administrative Code (TAC), "5.141 et. seq. (Collectively, UGMS).

Article 2 Scope of Services

The services to be performed by the SUBCONTRACTOR are herewith outlined in the General Provisions and Change Orders which are hereby incorporated into and made a part of this Agreement as if set out word-for-word herein.

Article 3 Purpose

- (a). The purpose of this Contract (Agreement) is to accomplish the goals of House Bill 3072, 74th Texas Legislature (1995), as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.
- (b). Under the overall goals of the funding program established under House Bill 3072, the more specific purposes of this Agreement are:
 - (i) To enable the COG to carry out or conduct various municipal solid waste management-related services and support activities within the CVCOG's regional jurisdiction; and
 - (ii) To administer an efficient and effective, region-wide, pass-through (subgrantee) assistance grants program and/or, where authorized by the CVCOG in accordance with Article 4 of this Attachment, to conduct various CVCOG - managed projects.
- (c). Funds provided by the CVCOG pursuant to this agreement that are paid to the SUBCONTRACTOR shall be used solely to satisfy the purposes of the agreement.

Article 4 Licenses, Permits and Laws

The SUBCONTRACTOR shall, except as otherwise provided in this Contract, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the work required by this Contract.

Article 5 Assignability

This Contract is not transferrable or otherwise assignable by the SUBCONTRACTOR without the written consent of the CVCOG. Any attempted transfer is void without written consent of the CVCOG.

Article 6 Examination of Records and Financial Administration

- (a). The SUBCONTRACTOR shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Agreement, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBCONTRACTOR's Texas Office. The SUBCONTRACTOR shall also maintain and make available at its Texas office the financial information and data used by the SUBCONTRACTOR or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct or indirect), price or profit analysis for this Contract or any negotiated subagreement or change order and a copy of the cost summary submitted to CVCOG. CVCOG, the Texas Commission on Environmental Quality, the Texas State Auditor's Office, or any of CVCOG's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection, and/or audit. During the conduct of any such review, audit, or inspection, the SUBCONTRACTOR's books, records, and other pertinent documents may, upon prior conference with the SUBCONTRACTOR, be copied by the CVCOG or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The SUBCONTRACTOR shall provide proper facilities within the State of Texas for such access and inspection.
- (b). Audits conducted pursuant to this provision shall be in accordance with State law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
- (c). The SUBCONTRACTOR agrees to the disclosure of all information and reports resulting from access to records pursuant to section (a) above to the CVCOG. Where the audit concerns the SUBCONTRACTOR, the auditing agency will afford the Subcontractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- (d). Records under Section (a) above shall be maintained and made available during the entire period of performance of this Contract and until three (3) years from the date of final CVCOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- (e). Access to records is not limited to the required retention periods. The authorized representatives designated by the CVCOG shall have access to records at any reasonable time for as long as the records are maintained.
- (f). This audit/access to records Article applies to financial records pertaining to all subcontracts and all subcontract change orders and amendments. In addition, this right of access applies to all records pertaining to all subcontracts, subcontract change orders and subcontract amendments: to the extent the records reasonably pertain to subcontract performance; if there is any indication of fraud, gross abuse or corrupt practices may be involved; or if the subcontract is terminated for default or for convenience.
- (g). The CVCOG reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR on the work performed under this Contract.
- (h). The SUBCONTRACTOR agrees to establish and administer a financial management program to ensure that the expenditures connected to this Agreement are in fact incurred and are reasonable and necessary to the project. The SUBCONTRACTOR shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, or policies relating to accounting standards or principles. The SUBCONTRACTOR shall adhere to the specific standards and requirements set forth

in this Section, except that the requirements and processes may be more stringent than outlined below:

- (i) The SUBCONTRACTOR shall establish a process to make payments for authorized expenses.
- (ii) The SUBCONTRACTOR shall use either a cash or an accrual basis for requesting reimbursement of expenses, as defined and authorized under the UGCMA. A cost must have been incurred and either paid or incurred by the last day of the time period indicated on a request for reimbursement form and liquidated no later than forty-five (45) days after the end of that time period.
- (iii) SUBCONTRACTOR shall utilize a standard reimbursement and supplemental financial status report forms supplied by CVCOG to request funds.
- (iv) The SUBCONTRACTOR shall maintain records and documentation materials consistent with the records listed below:
 - a. SALARY/WAGES - Time sheets that have been signed and approved.
 - b. TRAVEL - Documentation which, at a minimum is consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, food and beverage receipts, etc.
 - c. EQUIPMENT - Purchase orders, invoices, and canceled checks.
 - d. SUPPLIES - Purchase orders (if issued), invoices, and canceled checks.
 - e. CONTRACTUAL - All of the above plus documentation that the costs were reasonable and necessary. The same standards should be applicable to subcontractors.
 - f. OTHER - All of the above apply.
- (v) If requested by the CVCOG or TCEQ the SUBCONTRACTOR agrees to provide the additional expense records and documentation materials listed above in a reasonable and timely manner.
- (i). The SUBCONTRACTOR agrees that all data and other information developed under this agreement shall be furnished to the CVCOG or TCEQ and shall be public data and information except to the extent that is exempted from public access by the Texas Public Information Act. Upon termination of this agreement, copies of data and information shall be furnished, at no charge, to the CVCOG and TCEQ, upon request, to include data bases prepared using funds provided under this agreement. Except as otherwise provided by the agreement or the Texas Public Information Act, the SUBCONTRACTOR shall not provide data generated or otherwise obtained in the performance of its responsibilities under this agreement to any party other than the State of Texas and its authorized agents.
- (j). The SUBCONTRACTOR shall be responsible for requiring subcontractors and subgrantees to maintain and supervise all necessary safety precautions and programs in connection with the work. The SUBCONTRACTOR shall take all necessary safety precautions.
- (k). The SUBCONTRACTOR shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The SUBCONTRACTOR must account for costs in a manner consistent with such standards or principles.

Article 7 Independent Financial Audit

The SUBCONTRACTOR engage an independent financial auditor and conduct an annual audit of the SUBCONTRACTOR's financial statements in accordance with the Single Audit provisions of UGMS and those items set forth in this section.

- (a) All terms used in connection with audits in this agreement shall have the definitions and meanings assigned in the Single Audit Circular in UGMS.

- (b) Provisions of the Single Audit Circular in Part IV of UGMS shall apply to all non-state entities expending the funds of this grant, whether they are recipients or subrecipients. In addition, the SUBCONTRACTOR shall require the independent auditor to supply all audit work papers substantiating the work performed, at the request of the CVCOG, the TCEQ or its designee.

Article 8 Hazardous Substances, Waste Disposal and Manifests

SUBCONTRACTOR must comply with all applicable Laws and Regulations, including but not limited to those relating to hazardous substances, waste disposal and manifests.

Article 9 Conflict of Interests

SUBCONTRACTOR shall notify the CVCOG immediately upon discovery of any potential or actual conflict of interest. SUBCONTRACTOR agrees that the CVCOG and TCEQ have discretion to determine whether a conflict exist and that the CVCOG and TCEQ may terminate the agreement at any time, on the grounds of actual or apparent conflict of interest.

Article 10 Insurance and Liability

SUBCONTRACTOR shall maintain insurance coverage for work performed or services rendered under this contract as specified in the Special Provisions. SUBCONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to CVCOG any amounts determined by CVCOG, its independent auditors, or any agency of state or federal governments to have been paid in violation of the terms of this Agreement.

Article 11 Amendments to Contract

Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the SUBCONTRACTOR may not legally comply with such change, SUBCONTRACTOR may terminate its participation herein as authorized by Article 9.

CVCOG may, from time to time, require changes in the Scope of the Services of the SUBCONTRACTOR to be performed hereunder. Such changes that are mutually agreed upon by and between CVCOG and the SUBCONTRACTOR in writing shall be incorporated into this Agreement.

SUBCONTRACTOR must require prior approval of items not specifically approved in this Agreement. Any change in personnel whose salaries will be funded under this Agreement must be approved prior to submission for reimbursement.

Article 12 Termination of Contract

The SUBCONTRACTOR acknowledges that this Agreement may be terminated under the following circumstances:

(a). Convenience

CVCOG may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the contractor whenever for any reason CVCOG determines that such termination is in the best interest of CVCOG. Upon receipt of notice of termination, all services hereunder of the SUBCONTRACTOR and its employees and subcontractees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the SUBCONTRACTOR shall prepare a final invoice within 30 days of such termination reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director or his designee which has not appeared on any prior invoice. CVCOG agrees to pay the SUBCONTRACTOR,

in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of CVCOG compensation previously paid.

The SUBCONTRACTOR may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to CVCOG. The SUBCONTRACTOR may not give notice of cancellation after it has received notice of default from CVCOG. In the event of such termination prior to completion of the contract provided for herein, CVCOG, agrees to pay services herein specified on a prorated bases for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

(b). Default

Concho Valley Council of Governments may, by written notice of default to the SUBCONTRACTOR, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (i) If the SUBCONTRACTOR fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (ii) If the SUBCONTRACTOR fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or so violates the Agreement in a manner which significantly endangers substantial performance of the Agreement or completion of the services herein specified within a reasonable time, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer periods of time as may be authorized by CVCOG in writing) after receiving written notice by certified mail of default from CVCOG. In the event of such termination, all services of the SUBCONTRACTOR and its employees and subconsultants shall cease and the SUBCONTRACTOR shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director of CVCOG or his designee which has not appeared on a prior invoice. CVCOG agrees to pay the SUBCONTRACTOR, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of CVCOG as reflected on said invoices, less payment of any compensation previously paid and less any costs or damages incurred by CVCOG as a result of such default, including an amount agreed to in writing by CVCOG and the SUBCONTRACTOR to be necessary to complete the services herein specified, in addition to that which would have been required had the SUBCONTRACTOR completed the services herein specified as required herein.

Article 13 Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Article 14 Notice

All notices, requests, reports, and other communications under this Contract shall be sent to the CVCOG Representative. All such notices and communications shall be deemed to be duly given if hand-delivered, delivered by nationally recognized courier service, or mailed by certified or registered mail, return receipt requested.

Article 15 Venue and Governing Law

The Parties to this Contract shall be governed by the laws of the State of Texas.

Nothing in this Contract is intended as any waiver by the CVCOG of any immunity from suit to which it is entitled under Texas law.

Article 16 Intellectual Property Requirements

For the purposes of this Contract, intellectual property refers to

- (a). Any discovery or invention for which patent rights may be acquired, and
- (b). any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials, and
- (c). any other materials in which intellectual property rights may be obtained.

If the SUBCONTRACTOR first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property during the course of its work under this Contract, it shall report that fact to the CVCOG.

The SUBCONTRACTOR may obtain governmental protection for rights in the intellectual property. However, the CVCOG and the TCEQ hereby reserves a nonexclusive, royal-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so.

In performing work under this Contract, the SUBCONTRACTOR shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third-party's intellectual property rights. It shall hold the CVCOG harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the CVCOG against, any claims for infringement related to its work under this Contract.

Article 17 Identification of the Funding Source

The SUBCONTRACTOR shall acknowledge the financial support of the Texas Commission on Environmental Quality and the CVCOG whenever work funded, in whole or in part, by this Contract is publicized or reported in news media or publications. All reports and other documents completed as a part of this Contract, other than documents prepared exclusively for internal use, shall carry the following notation on the front cover or title page:

PREPARED IN COOPERATION WITH THE
Texas Commission on Environmental Quality

Article 18 Schedule of Remedies

In accordance with Chapter 2259, Texas Government Code, the following Schedule of Remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this section.

- (a). Reject substandard performance and request corrections without charge to the CVCOG.
- (b). Issue notice of substandard performance or other non-conforming act or omission.
- (c). Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
- (d). Request and receive return of any overpayments or inappropriate payments.
- (e). Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
- (f). Reject reimbursement requested and withhold all or partial payments. Funds may be retained by the CVCOG for recovery or administrative costs or returned to the funding source as authorized by agreements with the funding source and by state or federal law.
- (g). Terminate the contract, demand and receive: return of all equipment purchased of contract funds, return of all unexpended funds, and repayment of expended funds.

Article 19 Cumulative Remedies

The CVCOG may avail itself of any remedy or sanction provided in this agreement or in law to recover any losses arising from or caused by the SUBCONTRACTOR's substandard performance or any non-conformity with the agreement or the law. The remedies and sanctions available to the CVCOG under this agreement shall not limit the remedies available to the CVCOG under law.

The duties and obligations imposed by this agreement and the rights and remedies available hereunder to the parties hereto, are in addition to, and not to be in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by laws or regulations, by special warranty or guarantee or by other provisions of the agreement.

Article 20 Dispute Resolution

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by Agreement shall be decided by the Executive Director of CVCOG or his designee, who shall reduce his decision to writing and provide notice thereof to the SUBCONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBCONTRACTOR requests a rehearing from the Executive Director of CVCOG. In connection with any rehearing under this Article, the SUBCONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. Pending final decision of a dispute hereunder, the SUBCONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with CVCOG's final decision.

Article 21 Oral and Written Agreements

All oral or written agreements between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

Article 22 ADA Requirements

The SUBCONTRACTOR shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101- 12213 (Pamph 1995).

Article 23 Utilization of Historically Underutilized Business Enterprises

The SUBCONTRACTOR agrees that qualified Historically Underutilized Businesses (HUBs) shall have maximum practicable opportunity to participate in the performance of this Agreement.

Article 24 Equal Employment Opportunity and Nondiscrimination

The SUBCONTRACTOR agrees that in the performance of this agreement, it will not discriminate against any employee or applicant because of race, color, sex, age, or national origin and it will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Relations (41 CFR Part 60). The SUBCONTRACTOR assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this agreement.

The SUBCONTRACTOR shall comply with all applicable state and federal statutes relating to nondiscrimination which include, but are not limited to, those listed in the Uniform Grant Management Standards.

Article 25 Subcontractors, Suppliers, and Others

All contractual expenditures using funds provided under this agreement shall meet all procurement laws and regulations applicable to the SUBCONTRACTOR and the Uniform Grant and Contract Management Act and the Uniform Grant Management Standards. Note that competitive bidding will generally be required.

The SUBCONTRACTOR shall be responsible for the management and fiscal monitoring of all subcontractors. The SUBCONTRACTOR shall monitor its subcontractors as necessary to ensure that the subcontractors are operating consistently with applicable laws and regulations, applicable contracting policies, and this agreement. The SUBCONTRACTOR shall ensure that all subcontractors comply with all record keeping and access requirements as set forth in this agreement. The CVCOG reserves the right to perform an independent audit of all subcontractors.

The SUBCONTRACTOR's contractual costs must comply with allowable costs requirements. SUBCONTRACTORS which are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If the SUBCONTRACTOR has no competitive procurement policy, the SUBCONTRACTOR must generally select contractors by evaluation and comparison of price, quality of goods and services and past performances. All subgrants awarded by the SUBCONTRACTOR shall be in accordance with Subpart C. Sec. 37, subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Article 26 Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the parties control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the Concho Valley Council of Governments.

Article 27 Entire Contract

This Agreement represents the entire Contract between the contracting parties and supersedes any and all prior contracts between the parties, whether written or oral.

Article 28 Survival of Obligations

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the agreement, as well as continuing obligations indicated in the agreement, will survive final payment, completion and acceptance of the work and termination or completion of the agreement.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Patrick Frerich, Asst. Director of Operations, Solid Waste, (325) 657-4206

Meeting Date: October 4, 2016

Item type: Consent Item

Caption:

Consider a resolution allowing the City of San Angelo to apply for the Concho Valley Council of Governments FY 2016 Regional Solid Waste Grants Program in the amount of \$23,000 for the benefit of a Regional Household Hazardous Waste Event hosted by SAFE Recycling (P.Frerich)

Summary/History:

The City of San Angelo Solid Waste Division seeks Council approval to apply for and accept a pass-through grant from the Concho Valley Council of Governments (CVCG) in cooperation with the Texas Commission on Environmental Quality to assist with a regional Household Hazardous Waste event. This event will be hosted by SAFE Recycling and will provide an appropriate means for homeowners to dispose of hazardous waste. This type of waste is prohibited in our landfill, and there are no other acceptable disposal avenues in the area.

SAFE Recycling hosted an event last year with financial support of \$50,000 from the City of San Angelo. This event was successful with the budget cap met an hour prior to the planned cut off point, forcing numerous homeowners to be turned away.

Another Household Hazardous Waste Event is planned for March 2017. However, this event cannot occur without financial assistance. The event falls within the allowable terms of the grant and the award will allow the event to occur.

Financial Impact:

This grant has no financial obligations on behalf of the City.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------|--|
| 1. | Grant Application | 2016-PassThruGrantApplication.rtf |
| 2. | Resolution | 16-649 Resolution Grant funds for HHW event.docx |

Presentation:

Approvals/Reviews:

Patrick Frerich	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved

Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jeremy Miller, Solid Waste Contract Manager, Solid Waste, (325) 486-3798

Meeting Date: October 4, 2016

Item type: Consent Item

Caption:

Consider a resolution finding a public purpose and approving financial assistance to the San Angelo Friends of the Environment (SAFE Recycling) to host a Household Hazardous Waste Collection Event in an amount not to exceed \$50,000 (J.Miller)

Summary/History:

Household hazardous waste such as light bulbs, oils/lubricants, batteries, pesticides, and paints can pose a significant threat to our environment if not properly disposed. Currently, there is a lack of options for the citizens of San Angelo to properly dispose of these items which leads to improper disposal. When these items are improperly disposed, they end up in our water sources and create an environmental and financial burden to the citizens. San Angelo Friends of the Environment (SAFE Recycling) is hosting a Household Hazardous Waste collection event that will provide an option for the citizens to properly dispose of their household hazardous waste. The cost associated with providing this type of event is substantial due to the required permits and licenses needed to handle and transport these materials. S.A.F.E Recycling is requesting the City of San Angelo's assistance with the cost of this event in the amount not to exceed \$50,000. The cost is based on the type and amount of materials that are collected at the event. The Solid Waste fund has budgeted the funds necessary to sponsor events of this nature. This event will provide a valuable service to the citizens and will reduce the cost associated with cleaning up improperly disposed hazardous waste.

Financial Impact:

Up to \$50,000 of budgeted funds

Other Information/Recommendation:

Staff recommends City Council find a public purpose in assisting S.A.F.E Recycling with hazardous waste collection and approve funding in an amount not to exceed \$50,000

Attachments:

1. Donation of Funds SAFE Recycling Resolution 16-xxx Donation of funds to SAFE Recycling resolution (2016).docx

Presentation:

Approvals/Reviews:

Jeremy Miller
Theresa James
Anthony Wilson
Tina Dierschke
Theresa James

Created/Initiated
Approved
Approved
Approved
Approved

Becky Dunn
Bryan Kendrick

Approved
Final Approval

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, October 4, 2016

Present:

Mayor Dwain Morrison
Mayor Pro tem Charlotte Farmer, SMD 6
Council Member Bill Richardson, SMD 1
Council Member Marty Self, SMD 2
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
Council Member Lane Carter, SMD 5

1. Call to Order

With a quorum of the City Council Members present, Mayor Morrison called the regular session of the San Angelo City Council to order at 8:38 a.m. on October 4, 2016, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Richard Evans with Lakeview Church; and the pledges were led by Fire Marshal Ross Coleman.

3. Proclamations/Recognitions

"Fire Prevention Week" October 9-15, 2016 was received by Arson Investigator/Inspector Thomas Truett.

"Medical Assistant Recognition Week" October 17-21, was received by Michelle Trubenstein, Dean of Health Professions/Program Chair Medical Assistant Program and Gina Brown, Instructor for the Medical Assistant Program.

"World Habitat Day" October 3, 2016 was received by Habitat for Humanity of San Angelo Executive Director Judy Sikes.

Recognition of the Finance Department for earning the Certificate of Achievement for Excellence in Financial Reporting for its 2015 comprehensive annual financial report from the Government Finance Officers Association of the United States and Canada was received by Finance Director Tina Dierschke and Accountant Jose Menchaca.

Recognition of the Public Information Office for winning six awards – including two first-place trophies – for video storytelling from the Texas Association of Telecommunications Officers and Advisors was received by Multimedia Coordinator Brian Groves.

4. Public Comment

Budget Manager Morgan Chegwidan invited everyone to participate in the CityFit 5k on October 6, 2016 at 6:00 p.m. in Unidad Park.

5. Consent Agenda

- a. Approval of the September 20, 2016 City Council regular meeting minutes (B.Kendrick)
- b. Approval of authorizing staff of the Real Estate Division of the Finance Department to commence non-judicial termination of leases for failure to pay annual rent on behalf of the City

for the following described Recreational and Agricultural Lease Agreements pursuant to lease terms and ratifying notices of default given: (C. Preas)

1. 19.96 Acres abutting Concho River
2. 1.07 Acres abutting Middle Concho River
- c. Adoption of a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the city and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following property: (C. Preas) (Pg. 665, #2016-10-106)
Lot 4, Block 2 Mineola Annex: 612 W. 15th St.: Filiberto and Maria Medellin (\$750)
- d. Adoption of a resolution allowing the City of San Angelo to apply for the Concho Valley Council of Governments FY 2016 Regional Solid Waste Grants Program in the amount of \$23,000 for the benefit of a Regional Household Hazardous Waste Event hosted by SAFE Recycling (P.Frerich) (Pg. 667, #2016-10-107)
- e. Adoption of a resolution finding a public purpose and approving financial assistance to the San Angelo Friends of the Environment (SAFE Recycling) to host a Household Hazardous Waste Collection Event in an amount not to exceed \$50,000 (J.Miller) (Pg. 669, 2016-10-108)
- f. Approval of awarding:
 1. RFB FD-02-15 Ambulance chassis to Jim Bass Ford in the amount of \$70,986.00 for two ambulance chassis, budgeted for purchase FY2017, and authorizing the City Manager or designee to execute any related documents
 2. FD-01-17 to Ambulance box remounts to Frazer, LTD, utilizing HGAC contract # AM10-16, budgeted for purchase in FY2017 for two (2) ambulance box remounts in the amount of \$166,900.00 and authorizing the City Manager or his designee to execute any necessary related documents (V.Hancock)
- g. Approval of awarding RFB FS-06-16 Truck Chassis with Dump System to Summit Truck Group (San Angelo, TX) in the amount of \$97,233, budgeted in FY17, for the purchase of one (1) unit and authorizing the City Manager or designee to execute any related documents (R.Kramer)
- h. Approval of awarding WU-02-16 Liquid Ammonium Sulfate to Chameleon Industries in the amount of \$20,000 annually for one (1) year with two (2) additional one (1) year term extensions, budgeted for purchase FY2017, FY2018, and FY2019, and authorizing the City Manager or designee to execute any related documents (A.Strube)
- i. Approval of awarding WU-03-16 Water Distribution / Wastewater Collection Warehouse Inventory bid to three (3) vendors (HD Supply Waterworks, Morrison Supply, & Western Industrial Supply) based on the lowest unit bid in compliance with the bid requirements for each specific item for one (1) year with two (2) additional one (1) year term extensions, budgeted for purchase FY2017, FY2018, and FY2019, and authorizing the City Manager or designee to execute any related documents (A.Strube)
- j. Approval of awarding WU-04-16 Liquid Chlorine to DPC Industries in the amount of \$68,400 annually for one (1) year with two (2) additional one (1) year term extensions, budgeted for purchase FY2017, FY2018, and FY2019, and authorizing the City Manager or designee to execute any related documents (A.Strube)
- k. Approval of authorizing the City Manager to execute a Memorandum of Understanding (MOU) with Tom Green County for the proposed Tom Green County Jail facility. City would be responsible for designing, inspecting construction and maintaining a sanitary sewer main and City street. Tom Green County would be responsible for extending said sanitary sewer main and City street to the proposed jail facility (R.Pehl)
- l. Approval of ratifying COSADC acceptance of an offer by AEP Texas North Company for the purchase of 52 acres more or less at the Business & Industrial Park at a sales price of \$1,196,000

- and authorizing the Board President to negotiate and execute a real estate sales contract in substantially the same form as attached. (R.Pena)
- m. Adoption of a resolution of the City of San Angelo City Council approving a project and ratifying the authorization of the City of San Angelo Development Corporation (COSADC) board for the negotiation and execution of a memorandum of understanding with the City of San Angelo providing funding not to exceed \$63,000, for air service marketing and recruitment services for the San Angelo Regional Airport—Mathis Field; authorizing Task Order No. 106 under the professional services agreement with KSA Engineers, Inc., RFQ NO. AP-02-15, for such services; and, authorizing the City Manager or his designee to execute Task Order No. 106 and the MOU on behalf of the City. (R. Peña) (Pg. 671, #2016-10-109)
 - n. Approval of ratifying COSADC's approval of the City of San Angelo Agreement for Provision of Administrative Services for FY 2016 and FY 2017 in the amount of \$471,273.59 for FY 2016 and \$513,677 for FY 2017 and authorizing the City Manager to execute the agreement in substantially the same form as the attached (R.Pena)
 - o. Approval of Second Reading for Case VP16-01, and adoption of an Ordinance approving a request to authorize an amendment to the Vision Plan component of the San Angelo Comprehensive Plan to change the Future Land Use designation from "Neighborhood Center" to "Neighborhood," on an approximately 0.14 acre tract, located at 14 South Bishop Street (J.James) (Pg. 673, #2016-10-110)
 - p. Approval of Second Reading for Case Z16-05, and adoption of an Ordinance approving a request to authorize a rezoning from General Commercial/Heavy Commercial (CG/CH) Zoning District to the Two-Family Residential (RS-2) Zoning District for property located at 14 South Bishop Street, on 0.14 acres (J.James) (Pg. 675, #2016-10-111)
 - q. Approval of Second reading and adoption of an ordinance amending Chapter 7, Article 7.02 "Property Maintenance" Section 7.02.070 "Abatement, expenses and lien" to allow citizens an option to request a judicial case review and recommendation prior to abatement (J.Flores) (Pg. 677, #2016-10-112)

Motion: Council Member Thomas made a motion, seconded by Council Member Farmer, to approve the consent agenda, with the exception of items 5k and 5m. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Richardson made a motion, seconded by Council Member Self, to approve item 5k, as presented. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Richardson made a motion, seconded by Council Member Carter, to approve item 5m. The motion carried unanimously (7) ayes to (0) nays.

6. Regular Agenda

- a. Approval of adopting a resolution amending the 2016-2021 Capital Improvement Plan to include a stormwater office building and the reconstruction of South Jackson Street (Pg. 681, #2016-10-113)
A presentation was made by Budget Manager Morgan Chegwidden.

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

- b. Discussion on an Ordinance and possible moratorium regarding Chapter 12, Exhibit "A," Zoning Ordinance, for Bed and Breakfast Establishments and Short Term Rentals
A presentation was made by Planning & Development Services Director Jon James
Several Public Comments were made expressing concerns about the allowance of Short Term Rentals and the possibility of any moratorium on enforcement.

Public Comments were also made in support of the allowance of Short Term Rentals and the possibility of any moratorium on enforcement.

Motion: Council Member Lucy Gonzales made a motion, seconded by Council Member Charlotte Farmer, to bring a proposed ordinance at the next meeting with the two additions presented, and allowing for a moratorium on enforcement until a decision is made on the proposed ordinance. The motion carried (6) ayes to (1) nay, with Council Member Richardson casting the dissenting vote.

- c. Recommendation to use unallocated funds for calendar year 2017 health insurance premiums in the amount of \$322,946

A presentation by Human Resources Director Lisa Marley

No action was taken on this item.

7. Closed Session

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

- a. Section 551.074(1) to deliberate the annual evaluation of the City Manager.
- b. ~~Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:~~
 - 1. ~~2013 Sealcoating Program Contract~~
 - 2. ~~Templeton Construction, Inc.~~
 - 3. ~~Alsay, Inc.~~
- c. Section 551.071(2) consult with attorney when the governmental body seeks the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, regarding:
 - 1. ~~Assignment of rights Hickory wellfield property~~
 - 2. The Martifer Hirschfeld agreement
- d. Section 551.072 Deliberations about Real Property

8. Follow Up and Administrative Issues

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

No action was taken on this item.

- b. Approval of various Board nominations:
Design & Historic Review Commission: Ashley Young Turner (SMD3) to a 2nd full term ending September 2018
Airport Advisory Board: Charles Powell (SMD3) to a 6th full term ending October 2019

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

- c. Announcements and consideration of Future Agenda Items

Council Member Farmer asked for a policy to be formalized regarding the enforcement of ordinances that are currently in a review process. Ms. Farmer also asked for a review of the West Texas Water Partnership.

Council Member Richardson asked for a review of the decision to move Fire Station #4.

Council Member Thomas asked for an update from Fleet Services on the savings realized from the Vehicle Software that was purchased previously.

City Clerk Bryan Kendrick asked for clarification on the timing of the first reading of the ordinance related to Short Term Rentals to allow staff to publish the appropriate notices in the paper.

Consensus of Council was to hold the first public hearing on December 6, 2016.

City Clerk Bryan Kendrick provided the scheduled dates for the January 2017 City Council Meetings and asked about the need for adjustment of the first meeting due to the holidays.

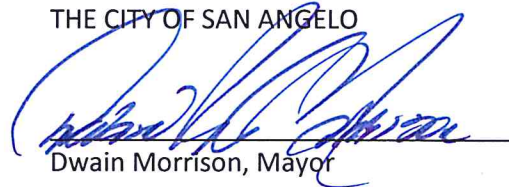
Consensus of Council was to cancel the January 3, 2017 Meeting and hold the one meeting on January 17, 2017.

9. Adjournment

Motion: Council Member Farmer made a motion, seconded by Council Member Self, to adjourn the meeting. The motion carried unanimously seven (7) ayes to zero (0) nays.

There being no further business, the meeting was adjourned at 11:22 a.m.

THE CITY OF SAN ANGELO



Dwain Morrison, Mayor

ATTEST:



Bryan Kendrick, 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 on 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.)