City Council Agenda
07/18/2017

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on July 18, 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 San Angelo Fire Department for receiving the 2017 EMS Recognition Award (Silver Level) from the American Heart Association
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 June 20, 2017 City Council regular and June 22, 2017 special meeting minutes (B.Kendrick)
   b. Consider authorizing the sale of the following Lake Nasworthy property to the current residential lot lease holder for the appraised value (C. Preas):
      1. 2177 Gun Club Rd, Lake Nasworthy Addition; $71,031
      2. 2650 Kings Rd; Lake Nasworthy Addition; $122,143
      3. 6429 Lincoln Park; Lake Nasworthy Addition; $28,700
   c. Consider a resolution authorizing the mayor, as trustee for the taxing units, to grant the City of San Angelo an easement to construct, install and maintain a utility easement (sanitary sewer) and right-of-way across a portion of Lot 10, Block 9, Mrs. J. E. Douglas Addition (C.Preas)
   d. Consider approval to pay Midwest Employers Casualty Company for $89,958 renewal premium for Excess Workers Compensation insurance for policy year 2017-2018. This Premium is budgeted for in current fiscal year (C.Hagen)
   e. Consider extending the award of WU-01-16 Water Reclamation Facility Liquid Ferrous Chloride to OFS, Inc. in the amount of $69,552 annually for the two one-year term extensions, budgeted for purchase in FY2017 and FY2018 and authorizing the City Manager or designee to execute any related documents (A. Strube)

f. Consider a resolution approving an emergency purchase pursuant to Texas Local Government Code Section 252.022(a)(2) and awarding RFB#OP-03-17 to Austin Wood Recycling (Austin, Tx) in the amount of $113,800 for grinding and chipping of storm-related debris, and authorizing the City Manager or designee to execute any related documents (P.Frerich)

g. Consider awarding SB-03-17 Emulsion Oil to Pavement Restoration, Inc. in the amount of $212,500, budgeted annually, for the purchase of emulsion oil, and authorizing the City Manager or designee to execute any related documents (P. Hathaway)

h. Consider authorizing the City Manger to negotiate and execute a Second Amendment to the lease agreement with El Camino Girl Scouts Council, now by merger Girl Scouts of Central Texas Inc., extending lease term and proving for approval of Lessee capital improvements. (C.White)

i. Consider approving an agreement with ATMOS Energy in the amount of $19,708.23 for the execution of a low income weatherization program for San Angelo citizens who are ATMOS customers and authorizing the City Manager or his designee to execute related documents (B.Salas)

j. Consider approving a Lease Agreement with First United Methodist Church in the amount of $500 monthly for rent of space to host WIC satellite clinic services and authorizing City Manager to negotiate and execute all related documents (B.Salas)

k. Consider a resolution authorizing City Manager to execute a Cancellation of Lease and Release Agreement with Lois Smith, d/b/a Town Room/Smith Real Estate, Ballinger, Texas, terminating lease of space for WIC Program (B.Salas)

l. Consider a resolution accepting the appointment of and enter into contract with Dr. James Vretis as the Local Health Authority to be compensated in the amount of $24,000 per year (S. Villarreal)

m. Consider a resolution approving an easement release of a 20-foot wide by 126.04-foot long water easement within the Third Replat in Tract 1, Section 29, Block 46, The Bluffs Addition, generally located approximately 740 feet northeast of FM 2288 and Houston Harte Expressway Frontage Road, on 0.057 acres (J. James)

n. Second reading of an ordinance approving a request for the vacation and abandonment of an approximate 0.416-acre (18,107 s.f.) segment of the North Harrison Street public street right-of-way, generally located between Woodlawn Drive and Forest Park Avenue (J. James)

o. Second reading of an ordinance for Case Z17-05, approving a request for a rezoning from the Single-Family Residential (RS-1) Zoning District to the Office Commercial (CO) Zoning District, located at 1920 South Johnson Street, on 0.431 acres (J. James)

p. Second reading of an ordinance for Case Z17-04, approving a request for a rezoning from the Single-Family Residence (RS-1) Zoning District to Manufactured Housing Subdivision (MHS), located at 2101 Marx Street, on 0.344 acres (J. James)

q. Second reading and adoption of an ordinance amending Chapter 11.02.043 raw water permit and Appendix A, Article A8.000 untreated water rates and raw water permit fee - (B. Riley)

6. **Special Agenda**

   a. Consider a resolution canvassing returns and declaring the results of the Runoff Election held on the July 8, 2017 - (Presentation by Mayor Gunter and City Clerk Bryan Kendrick)

   b. Administration of the Oath of Office and presentation of Certificate of Election - (Administered by City Clerk Bryan Kendrick and presentation by Mayor Gunter)

   c. Introduction of Special Guests

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

8. **Regular Agenda**

   a. Consider appointment of Mayor Pro-Tempore - (City Clerk Bryan Kendrick)

   b. Public hearing, discussion and deliberation on requested projects to be considered for funding with grant year 2017 Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) grant funds from the U.S. Department of Housing and Urban Development (Presentation by Neighborhood & Family Services Director Bob Salas)

   c. Consider a resolution approving an emergency contract in regards to installation and construction of the signalized intersection at Main Street and Pulliam Street (FM 380)/3rd Street pursuant to Texas Local Government Code §252.022(a)(2) and associated project costs; and authorizing the City Manager to execute related documents - (Presentation by Traffic Operations Superintendent, Ryan Ward)

   d. Discussion regarding late fee charges associated with the municipal statement - (Requested by City Council; Presentation by Water Utilities Director Bill Riley)

   e. Consider approving TIRZ incentive requests for seven South-TIRZ private projects totaling $112,920.62 and one South-TIRZ public project that totals $37,000 that were approved by the TIRZ Board on 5/23/17 and also Consider approving TIRZ incentive requests for two North-TIRZ private projects totaling $124,150 and one South-TIRZ private project that totals $38,030 that were approved by the TIRZ Board 6/27/17 - (Presentation by Planning & Development Services Director Jon James)

   f. Consider approving amendments to the TIRZ-North and TIRZ-South Incentives Policies - (Presentation by Planning & Development Services Director Jon James)

g. First reading and public hearing of ordinances approving:

1. An amendment to the Comprehensive Plan, changing certain lands from the “Neighborhood Center” to the “Neighborhood” Future Land Use Category, located at 6101-6118 Katie Lane, 3401-3437 School House Drive, and 3440 Twin Mountain Drive, on approximately 7.68 acres, and an amendment to the Comprehensive Plan, changing certain lands from the “Neighborhood” to the “Neighborhood Center” Future Land Use Category, generally located at the intersection of Twin Mountain Drive and Alamito Drive, on approximately 2.96 acres

2. A rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District, on properties located at 3440 Twin Mountain Drive, on approximately 3.24 acres - (Presentation by Planning & Development Services Director Jon James)

h. First reading and public hearing of ordinances approving:

1. An amendment to the City's Comprehensive Plan, changing certain lands from the “Neighborhood Center” to the “Commercial” Future Land Use Category, generally located northwest of the intersection of Glenna Street and Mercedes Street, on approximately 5.87 acres

2. A rezoning from the Neighborhood Commercial (CN), the Office/Warehouse (OW), the General Commercial/Heavy Commercial (CG/CH), and the General Commercial (CG) Zoning Districts to the Heavy Commercial (CH) Zoning District, on properties generally located at northwest of the intersection of Glenna Street and Mercedes Street, on approximately 5.87 acres - (Presentation by Planning & Development Services Director Jon James)

i. First reading and public hearing of ordinances approving:

1. an amendment to the City’s Comprehensive Plan, changing certain lands from the “Neighborhood” to the “Commercial” Future Land Use Category, generally located approximately 1,200 feet northeast of the intersection of South Bryant Boulevard and Cox Lane, on 3.311 acres

2. a rezoning from the General Commercial (CG) and Low Rise Multifamily Residential (RM-1) Zoning Districts to a Planned Development (PD) Zoning District to allow for a Plant Nursery with Retail Sales; Lawn and Landscaping Care and Maintenance; and accessory uses; generally located approximately 400 feet northeast of the intersection of South Bryant Boulevard and Cox Lane, on 6.774 acres - (Presentation by Planning & Development Services Director Jon James)

j. Cases Z17-08-A and Z17-08-B: Brewer / City of San Angelo

First reading and public hearing of an ordinance for a rezoning from the Light Manufacturing (ML) Zoning District to the Single-Family Residential (RS-1) Zoning District, generally located at the northwest corner of Baker Street and Rust Street, on approximately 5.08 acres - (Presentation by Planning & Development Services Director Jon James)

k. First reading and public hearing for Case Z17-06, an ordinance approving a rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1), generally located at the northeast corner of South Irving Street and West Avenue R, on 0.172 acres - (Presentation by Planning & Development Services Director Jon James)

l. First reading and public hearing for Case SU17-03, an ordinance approving a Special Use to allow for an Auto and Boat Dealer as defined in Section 315.B. of the Zoning Ordinance, in the Neighborhood Commercial (CN) Zoning District, generally located east of South Bryant Boulevard, between West Avenue Y and West Avenue Z, on 0.757 acres - (Presentation by Planning & Development Services Director Jon James)

m. First reading and public hearing for an ordinance amending the Planned Development (PD12-03) Zoning District to modify Section 6A to allow for building façade consistency amongst similar building types and eliminate Section 7G thereby allowing metal buildings anywhere within the site, on property located at 3501 North US Highway 67, encompassing the area known as the Howard College, on approximately 34.707 acres - (Presentation by Planning & Development Services Director Jon James)

n. Consider awarding RFCSP ES-08-17, 2017 Annual Sealcoat Project, to Ronald R. Wagner & Co., LP and authorizing the City Manager to negotiate and execute an agreement therefore in a sum not to exceed $2,440,000.00. - (Presentation by City Engineer Russell Pehl)

o. Consider authorizing City staff to negotiate a public right of way agreement with a telecommunications company, Mobilitie. (Presentation by City Engineer Russell Pehl)

p. Update on Sales Tax revenue performance - (Presentation by Finance Director Tina Dierschke)

q. Consider an appointment of a Council Member to Represent the City of San Angelo on the Ports-to-Plains Advisory Board - (City Clerk Bryan Kendrick)

r. Consider appointing Council Member representation on following Boards and Committees:
1) Audit Committee;
2) CVCOG Executive Committee;
3) CVCOG General Assembly;
4) CVCOG Transit Board; and
5) Investment Oversight Committee - (Presentation by City Clerk Bryan Kendrick)

9. 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. v. City of San Angelo, Texas Carollo Engineers, Inc.
   4. City of San Angelo v. Spillman Technologies, Inc.

b. Section 551.071(2) consultation with attorney regarding the expansion of the Hickory Well field

c. Section 551.072 Deliberations about Real Property regarding:
   1. 703 S. Chadbourne
   2. Lake Nasworthy residential lot leases

10. Follow Up and Administrative Issues

a. Consider items discussed in Executive Session, if needed

b. Consider approval of the withdrawal of a resignation and reinstatement of the Jenie Wilson (SMD2) to the Animal Services Advisory Committeee

c. Consider approving the following Board nominations:
   Animal Services Advisory Committee: Timothy Davenport-Herbst(SMD1) to an unexpired term ending January 2018; Ryan Smith(SMD4) to a first full term ending January 2019
   COSADC: Bill Dendle(SMD2) to a 1st full term ending February 2019
   Fort Concho Museum Board: Kathy Keane(SMD6) to a 1st full term ending January 2020
   Public Arts Commission: Suzanna Aguirre (SMD3) to a 1st full term ending April 2020
   TIRZ: Jim Cummings (Mayor) to an unexpired term ending July 2019

d. Consider appointing a chair of the Tax Increment Reinvestment Zone Board (TIRZ)

e. Discuss possible cancellation or rescheduling of the August 1, 2017 meeting due to the West Texas Legislative Summit (July 31-August 1, 2017)

f. 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 13th day of July 2017, at 4:00 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.

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, June 20, 2017

Present:

Mayor Brenda Gunter
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, 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 Gunter called the regular session of the San Angelo City Council to order at 8:32 a.m. on Tuesday, June 20, 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 Kathryn Rowoldt with the Christian Reporter News; and the pledges were led by Cub Scout Keith Manship.

3. Proclamations/Recognitions

The Lake Operations Crew was recognized for their work in conjunction with the Texas Parks & Wildlife community project at Twin Buttes Reservoir

COSADC was recognized for receiving the Texas Economic Development Council's Excellence Award for the Nursing Program

July 2017 was proclaimed "Kids Eat Free! Summer Meals Initiative Month"

4. Public Comment

Several Citizens expressed their concerns related to the Management Decisions of Animal Services.

Fleet Services Superintendant Ryan Kramer noted the upcoming city equipment auction beginning this week.

Council Member Carter asked for a future agenda item to discuss policies and fees related to Animal Services.

5. Consent Agenda

a. Approval of the June 6, 2017 City Council regular meeting and June 15, 2017 special meeting minutes
b. Adoption of a resolution authorizing the Mayor, on condition stated, to execute a tax-resale (quitclaim) deed conveying all right, title and interest of the City of San Angelo, Trustee and all other taxing entities interested in the tax foreclosure judgment to Lisa Villarreal for $3,000 **(Pg. 14, #2017-06-082)**
c. Approval Task Order No. 107 with KSA Engineers, Inc. (awarded under AP-02-15) in the amount of $132,212 and authorizing City Manager to negotiate and execute all related documents

DRAFT

d. Adoption of a resolution authorizing the City Manager to negotiate and execute a consent to assignment of the Lake Nasworthy Cruise Boat Concession and Lease Agreement by Wayne Nickell, d/b/a "Concho Cruises" as Concessionaire to buyers of the business. (C.White) **(Pg. 15, #2017-06-083)**

e. Authorization of the sale of the following Lake Nasworthy property to the current residential lot lease holder for the appraised value:
   1. 2702 Red Bluff Ramp Rd; $84,400
   2. 3141 Red Bluff Road East; $110,000

f. Adoption of resolution authorizing the conveyance of two small irregularly shaped parcels of land that because of shape and small area cannot be used independently, located on the west side of South Concho Drive, southeast of its intersection with Knickerbocker Road, in exchange for the public dedication of two other irregularly shaped parcels of land as additional right-of-way for South Concho Drive; finding a public purpose and benefit therein; finding fair market value; and, authorizing the Mayor for the City of San Angelo to execute deeds without warranty and such other documents as may be necessary or convenient to the stated purposes **(Pg. 17, #2017-06-084)**

g. Second reading and adoption of an ordinance amending Chapter 3 "Animal Control" Sections 3.01.003 "Appearance in Court Required" of the Code of Ordinances to outline and clarify authorization to issue citations for violation of Animal Control ordinances **(Pg. 23, #2017-06-085)**

h. Second reading and adoption of an ordinance amending various sections of the Zoning Ordinance in the Code of Ordinances regarding the definition of and regulations applicable to schools, including establishing different standards for Kindergarten through 9th grade and High Schools, defining both public and private schools as a school, and establishing development standards for schools including requirements for parking, vehicle stacking, and site development **(Pg. 25, #2017-06-086)**

i. Second reading and adoption of an ordinance amending the Zoning Ordinance in the Code of Ordinances regarding “Off-Street Parking Standards” by establishing a process for an Alternative Parking Plan and providing standards for off-site and reduced parking **(Pg. 29, #2017-06-087)**

j. Second reading and adoption of an ordinance amending Chapter 2, "Administration and Personnel," Article 2.07 "Boards, Committees and Commissions," Division 14 "Civic Events Board" of the Code of Ordinances **(Pg. 32, #2017-06-088)**

k. Second reading and adoption of an ordinance amending the 2016-2017 budget for incomplete projects, equipment replacement, and grants **(Pg. 35, #2017-06-089)**

l. Approval of awarding FS-10-17 Street Sweepers to TYMCO, Inc., utilizing HGAC contract #SW04-16 in an amount of $506,350, budgeted in FY17, for the purchase of two units, and authorizing the City Manager or designee to execute any related documents

Motion: Council Member Thomas made a motion, seconded by Council Member Thompson, to approve the consent agenda with the exception of item 5d. The motion carried unanimously (6) ayes to (0) nays.

Motion: Council Member Gonzales made a motion, seconded by Council Member Carter, to approve item 5d, as presented. The motion carried unanimously (6) ayes to (0) nays.

6. Regular Agenda

a. Approval of first reading and public hearing for Case Z17-05, an ordinance approving a request for a rezoning from the Single-Family Residential (RS-1) Zoning District to the Office Commercial (CO) Zoning District, located at 1920 South Johnson Street, on 0.431 acres - (Presentation was made by Planning & Development Services Director Jon James)

DRAFT

Motion: Council Member Carter made a motion, seconded by Council Member Thomas, to approve the ordinance, as presented. The motion carried unanimously (6) ayes to (0) nays.

b. Approval of first reading and public hearing for Case Z17-04, an ordinance approving a request for a rezoning from the Single-Family Residence (RS-1) Zoning District to Manufactured Housing Subdivision (MHS), located at 2101 Marx Street, on 0.344 acres - (Presentation was made by Planning & Development Services Director Jon James)

Motion: Council Member Gonzales made a motion, seconded by Council Member Carter, to approve the ordinance, as presented and direct staff to look at changes to the ordinance that allow for a case by case review and approval. The motion carried unanimously (6) ayes to (0) nays.

c. Denial of first reading and public hearing for Case Z17-03, an ordinance approving a request for a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the Heavy Commercial (CH) Zoning District, located at 1604 South Bryant Boulevard, on 0.583 acres - (Presentation was made by Planning & Development Services Director Jon James)

Motion: Council Member Thomas made a motion, seconded by Council Member Gonzales, to deny the ordinance. The motion carried unanimously (6) ayes to (0) nays.

d. Approval of first reading and public hearing of an ordinance approving a request for the vacation and abandonment of an approximate 0.416-acre (18,107 s.f.) segment of the North Harrison Street public street right-of-way, generally located between Woodlawn Drive and Forest Park Avenue - (Presentation was made by Planning & Development Services Director Jon James)

Motion: Council Member Gonzales made a motion, seconded by Council Member Thompson, to approve the ordinance, as presented. The motion carried unanimously (6) ayes to (0) nays.

e. Approval of first reading and public hearing of an ordinance amending Chapter 11.02.043 raw water permit and Appendix A, Article A8.000 untreated water rates and raw water permit fee - (Presentation was made by Water Utilities Director Bill Riley)

Motion: Council Member Carter made a motion, seconded by Council Member Thomas, to approve the ordinance, as presented. The motion carried unanimously (6) ayes to (0) nays.

f. Update on Sales Tax revenue performance - (Presentation was made by Finance Director Tina Dierschke)

No action was taken on this item.

g. Approval of the following:
   1. Second reading and adoption of an ordinance removing the purchasing policy from the Code of Ordinances and requiring the policy to be adopted by City Council through resolution **(Pg. 37, #2017-06-090)**
   2. Adoption of a resolution adopting the June 2017 Purchasing Policy **(Pg. 39, #2017-06-091)** (Presentation was made by Purchasing ManagerJulia Antilley)

Motion:Council Member Thomas made a motion, seconded by Council Member Gonzales, to adopt the ordinance (item 6g1), as presented. The motion carried unanimously (6) ayes to (0) nays.

DRAFT

Motion:Council Member Hiebert made a motion, seconded by Council Member Gonzales, to adopt the resolution (item 6g2), as presented. The motion carried unanimously (6) ayes to (0) nays.

7. Closed Session

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

a. Section 551.071(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. v. City of San Angelo, Texas Carollo Engineers, 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~~
   3. Lake Nasworthy residential lot leases

8. Follow Up and Administrative Issues

a. Consider items discussed in Executive Session, if needed

No action was taken on this item.

b. Approval of the following Board nominations:
Fort Concho Museum Board: Lori Barton (SMD3) to a 2nd term ending January 2020; Sherley Spears (SMD4) to 1st term ending January 2020

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve the nominations, as presented. The motion carried unanimously six (6) ayes to zero (0) nays.

c. Announcements and consideration of Future Agenda Items

No action was taken on this item.

9. Adjournment

Motion: Council Member Carter made a motion, seconded by Council Member Thompson, to adjourn the meeting. The motion carried unanimously six (6) ayes to zero (0) nays.

There being no further business, the meeting was adjourned at 11:59 a.m.

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

DRAFT

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.)

DRAFT

City of San Angelo, Texas
Special City Council Meeting
Tuesday, June 22, 2017

Present:

Mayor Brenda Gunter
Council Member Tommy Hiebert, SMD 1
Council Member Tom Thompson, 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 Gunter called the regular session of the San Angelo City Council to order at 6:07 p.m. on June 22, 2017, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Special Agenda

a. Discussion related to the following issues:
   1. Water Supply and Demand
   2. Water Infrastructure
   3. Water Utilities Financing
      (A presentation was made by City Water Rights Counsel Jason Hill and Water Utilities Bill Riley)
      Mr. Riley and Mr. Hill answered questions related to a discussion on the following topics:
      - Surface Water
      - Ground Water
      - Water Inventory & Demands
      - Water Planning Efforts
      - System Financing

3. Adjournment

Mayor Gunter Adjourned the meeting at 8: p.m.

THE CITY OF SAN ANGELO

_____
Brenda Gunter, 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.)

DRAFT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider authorizing the sale of the following Lake Nasworthy property to the current residential lot lease holder for the appraised value (C. Preas):
1. 2177 Gun Club Rd, Lake Nasworthy Addition; $71,031
2. 2650 Kings Rd; Lake Nasworthy Addition; $122,143
3. 6429 Lincoln Park; Lake Nasworthy Addition; $28,700

Summary/History:

If the sale is approved at the appraised value, 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.	2177 Gun Club Rd., Summary Appraisal	2177 Gun Club Rd..pdf
2.	2650 Kings Rd., Summary Appraisal	2650 Kings Rd..pdf
3.	6429 Lincoln Park, Summary Appraisal	6429 Lincoln Park.pdf

Presentation:

Approvals/Reviews:

Cynthia Preas	Created/Initiated
Tina Dierschke	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

APPRAISAL OF REAL PROPERTY

LOCATED AT

2177 Gun Club Rd
San Angelo, TX 76904
Lot 13, Block 1, Group 10, Lake Nasworthy Addition

FOR

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

AS OF

06/08/2017

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

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(325) 655-1278
www.halfmannrealty.com

06/13/2017

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

Re: Property:	2177 Gun Club Rd San Angelo, TX 76904
Borrower:	Joe (Dec) & Lynda Clark
File No.:	R17-0570

Opinion of Value: $	71,031
Effective Date:	06/08/2017

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: 04/30/2019
(325)655-1278
kevin@halfmannrealty.com

APPRAISAL OF REAL PROPERTY

LOCATED AT

2650 Kings Rd
San Angelo, TX 76904
Lot 47, Block 1, Section 1, Group Fishermans Rd, Lake Nasworthy Addition

FOR

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

AS OF

06/28/2017

BY

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

06/29/2017

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

Re: Property: 2650 Kings Rd
San Angelo, TX 76904
Borrower: Marcus L Halfmann
File No.: R17-0590

Opinion of Value: $ 122,143
Effective Date: 06/28/2017

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 though 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: 04/30/2019
(325)655-1278
kevin@halfmannrealty.com

APPRAISAL OF REAL PROPERTY

LOCATED AT

6429 Lincoln Park Rd E
San Angelo, TX 76904
Lot 8, Block 2, Group Lincoln Park, Lake Nasworthy Addition

FOR

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

AS OF

02/23/2017

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

03/10/2017

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

Re: Property:	6429 Lincoln Park Rd E San Angelo, TX 76904
Borrower:	Ismael & Dinah Navarrete
File No.:	R17-0110

Opinion of Value: $	28,700
Effective Date:	02/23/2017

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

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

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider a resolution authorizing the mayor, as trustee for the taxing units, to grant the City of San Angelo an easement to construct, install and maintain a utility easement (sanitary sewer) and right-of-way across a portion of Lot 10, Block 9, Mrs. J. E. Douglas Addition (C.Preas)

Summary/History:

The City has determined it is in the best interest of it's citizens to construct, install and maintain a sanitary sewer easement and right-of-way across a portion of Lot 10, Block 9, Mrs. J. E. Douglas Addition. Said lot was struck off to the City of San Angelo, as Trustee for the use and benefit of itself, Tom Green County and San Angelo Independent School District in Sheriff's Tax Deed dated March 16, 1987, recorded in Volume 13, Page 25, Official Public Records of Real Property, Tom Green County, Texas.

Financial Impact:

None

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. Resolution City as Trustee Easement — City Trustee Resolution.docx

Presentation:

Approvals/Reviews:

Cynthia Preas	Created/Initiated
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 AUTHORIZING THE MAYOR AS TRUSTEE FOR TAXING UNITS TO EXECUTE A UTILITY EASEMENT FOR SEWER MAIN TO THE CITY OF SAN ANGELO ACROSS A PORTION OF LOT 10, BLOCK 9, MRS. J. E. DOUGLAS ADDITION, SAN ANGELO, TOM GREEN COUNTY, TEXAS.

WHEREAS, Lot 10, Block 9, Mrs. J. E. Douglas Addition to the City of San Angelo, Tom Green County, Texas, was struck off to the City of San Angelo, as Trustee for taxing authorities, namely City of San Angelo, Tom Green County and the San Angelo Independent School District, in Sheriff's Tax Deed dated March 16, 1987, recorded as Instrument Number 269566, Official Public Records of Real Property of Tom Green County, Texas; and

WHEREAS, the City of San Angelo has determined that there is a health and safety need for extension of a municipal sewer main across said property;

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

Section 1. Brenda Gunter, Mayor, is hereby authorized to execute on behalf of the City of San Angelo, as Trustee for interested taxing entities, a Utility Easement and Right-of-Way conveying to the City of San Angelo a utility easement and right-of-way in substantially the attached form for a sanitary sewer main to be constructed and maintained across Lot 10, Block 9, Mrs. J. E. Douglas Addition, as more particularly described in the attached easement.

Section 2. Daniel Valenzuela, City Manager is hereby authorized to execute said utility easement on behalf of the City of San Angelo, Grantee.

Section 3. This Resolution is made subject to the approval of the interested taxing entities.

APPROVED AND ADOPTED ON THE _____DAY OF _____, 2017.

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

Attest:

_____
Bryan Kendrick, City Clerk

Approved As to Content:

_____
Cindy S. Preas, Real Estate Manager

Approved As to Form:

_____
Theresa James, City Attorney

KSA A·DYNAMIC·PERSPECTIVE

140 East Tyler Street, Suite 600
Longview, TX 75601
903.236.7700

METES AND BOUNDS DESCRIPTION
0.118 ACRES (5124 sq. ft.)
SAN ANGELO INDEPENDENT SCHOOL DISTRICT
GEO. SCHUBITZ SURVEY, A-1854
TOM GREEN COUNTY, TEXAS

Being 0.118 acres (5124 square feet) of land, situated in the Geo. Schubitz Survey, A-1854, Tom Green County, Texas, and being a portion of Lot10, Block 9 of the Mrs. J. E. Douglas Addition according to the plat recorded in Volume 48, Page 336, Tom Green County Deed Records (TGCDR), said 0.118 acres (5124 square feet) of land, in Two Parts, being more particularly described by metes and bounds as follows;

BEGINNING at a point in the south boundary line of the above mentioned Lot 10, the same being the north right-of-way line of Preusser Street, a ½" iron pipe found at the southeast corner of Lot 11, Block 10 of same said addition bears, S 89° 41' 56" E, 151.19 feet;

THENCE N 89° 41' 56" W, along said south boundary line and said north right-of-way line, 22.79 feet to a point for corner;

THENCE N 28° 20' 41" W, a distance of 105.95 feet to a point for corner;

THENCE N 70° 15' 58" W, a distance of 26.42 feet to the point of intersection with the west boundary line of said Lot 10, a ½" iron rod with a plastic cap stamped "KSA ENG" set at the southwest corner of said Lot 10 bears, S 00° 28' 05" W, 101.77 feet;

THENCE N 00° 28' 05" E, along said west boundary line, the same being he east boundary line of Lot 9, Block 9, a distance of 21.19 feet to a point for corner;

THENCE S 70° 15' 58" E, a distance of 18.24 feet to a point for corner;

THENCE N 14° 44' 17" W, a distance of 65.66 feet to the point of intersection with the west boundary line of said Lot 10;

THENCE N 00° 28' 05" E, along said west boundary line, 59.44 feet to a point for corner, a ½" iron rod with a plastic cap stamped "KSA ENG" set at the common north corner between said Lots 10 and 9, bears N 00° 28' 05" E, 109.71 feet;

THENCE S 63° 33' 18" E, a distance of 5.86 feet to a point for corner;

THENCE S 14° 44' 17" E, a distance of 136.97 feet to a point for corner;

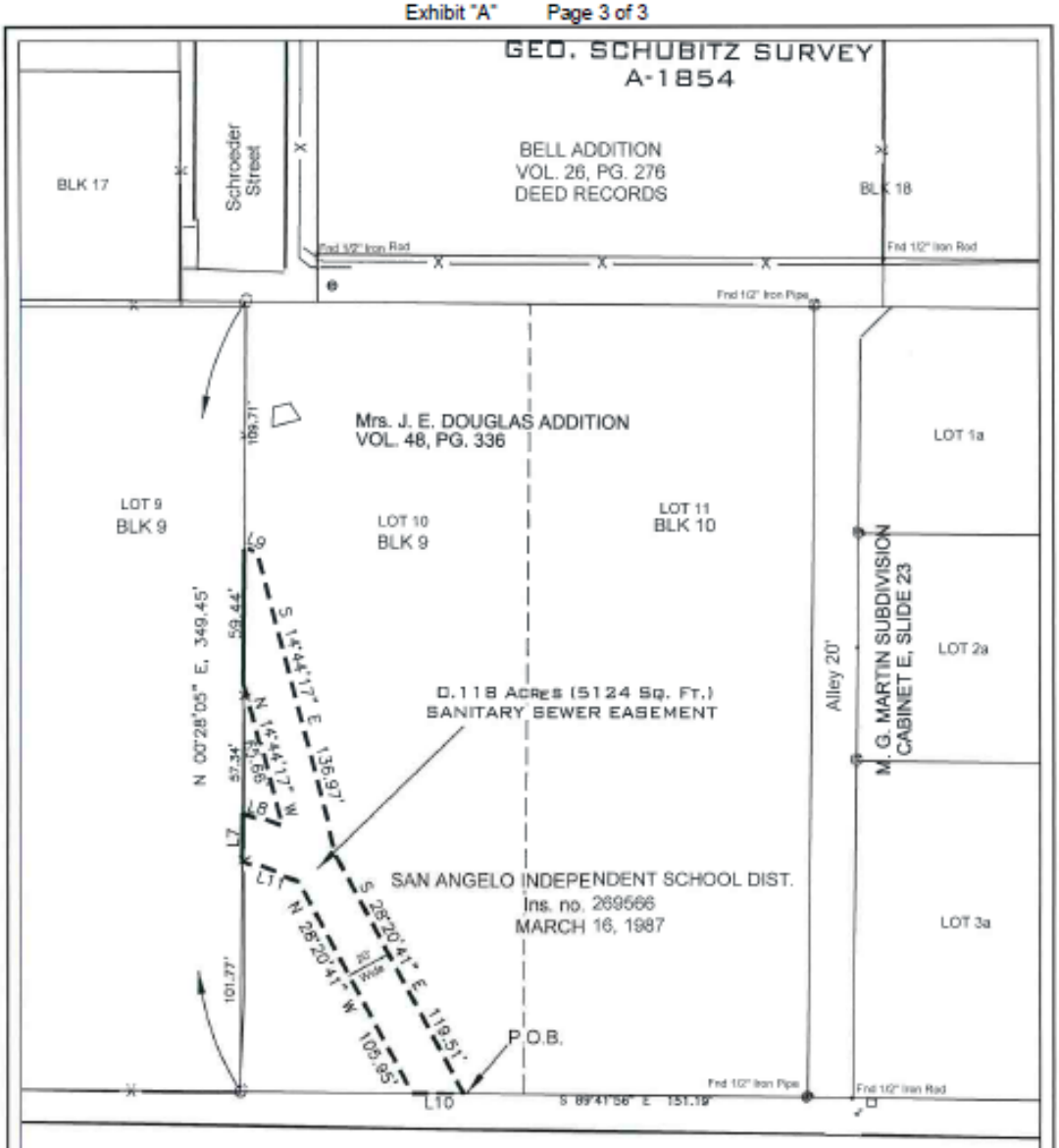
THENCE S 28° 20' 41" E, a distance of 119.51 feet to the **PLACE OF BEGINNING** and containing 0.118 acres (5124 square feet) of land, more or less.

The bearings recited herein are based on the Texas State Plane Coordinate System (NAD83) Central Zone using NGS Monuments TXSC (DM7157), TXEN (DM7143), and TXSA (DF7477). This description and corresponding plat were prepared from a survey made on the ground under my supervision.

31 May 2007

Jeffrey Elsworth Hudson Date
Registered Professional Land Surveyor
Texas Registration No. 4850

STATE OF TEXAS
REGISTERED
JEFFREY ELSWORTH HUDSON
4850
PROFESSIONAL
LAND SURVEYOR



LINE	BEARING	DISTANCE
L7	N 00°28'05" E	21.19'
L8	S 70°15'58" E	18.24'
L9	S 63°33'18" E	5.86'
L10	N 89°41'56" W	22.79'
L11	N 70°15'58" W	26.42'

Bearings based on the Texas State Plane Coordinate System (NAD 83) Central Zone using NGS monuments TXSC (DM7157), TXEN (DM7143), and TXSA (DF7477).

This plat and corresponding description were prepared from a survey made on the ground under my supervision.

10 May 2017

Jeffrey Elsworth Hudson
Registered Professional Land Surveyor
Texas Registration No. 4850

Date

STATE OF TEXAS REGISTERED JEFFREY ELSWORTH HUDSON 4850 PROFESSIONAL LAND SURVEYOR

0 60'
SCALE: 1"=60'

O INDICATES 1/2" IRON ROD WITH PLASTIC CAP STAMPED "KSA ENG" SET UNLESS OTHERWISE NOTED

KSA ENGINEERS

SAN ANGLEO INDEPENDENT SCHOOL DISTRICT
CITY OF SAN ANGELO

0.118 ACRES (5124 sq. ft.)
SANITARY SEWER EASEMENT
GEO. SCHUBITZ SURVEY A-1854
TOM GREEN COUNTY, TEXAS

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Charles Hagen, Risk Manager, Human Resources/Risk Management, (325)657-4359

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider approval to pay Midwest Employers Casualty Company for $89,958 renewal premium for Excess Workers Compensation insurance for policy year 2017-2018. This Premium is budgeted for in current fiscal year (C.Hagen)

Summary/History:

The City is self-insured for its workers compensation exposures. Claim exposures exceeding $650,000 are insured by the purchase of Excess Workers Compensation Insurance. The renewal premium for fiscal year 2018 will be $89,958 and is budgeted for in the current fiscal year.

City Code, Section 1.608 provides that the City Manager, "with approval of the City Council, is hereby authorized to purchase insurance as may be necessary to provide coverage to the extent that the loss exposure exceeds the reasonable capacity of the Self-Insurance Fund to afford adequate coverage. (1959 Code of Ordinances, Sec. 1-33-8)." USI (insurance broker) solicited quotes from other Excess WC Insurance sources but responses indicated premiums from the other sources would exceed $100,000 and provide less coverage than that currently provided by Midwest Employers Casualty Company (MECC). MECC has been our Excess Workers Compensation carrier since 2005. MECC is rated by A.M. Best to be A+ (Superior) in the XV Financial Size Category ($2 Billion or greater).

Financial Impact:

The premium for excess workers compensation is an annually budgeted item and paid from Risk Management fund 330-1604-500.05-23.

Other Information/Recommendation:

Consider approval to pay Midwest Employers Casualty

Attachments:

1. Binder Worker Comp Binder.pdf

Presentation:

Approvals/Reviews:

Charles Hagen	Created/Initiated
Lisa Marley	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

Excess Workers' Compensation Binder

Insurer: **Midwest Employers Casualty Company**

Insured: **City of San Angelo**

Policy Number: **EWC007308** **Effective Date:** **07/01/2017**
Quote Number: **0209023** **Expiration Date:** **07/01/2018**

Named States: Texas

Service Company: City of San Angelo
72 W. College Ave.
San Angelo, TX 76903-

Includes the following Endorsements: (see attached)

SPECIFIC:	Specific Limit:	STATUTORY
	Specific Retention:	$650,000
EMP LIABILITY:	Employers Liability Limit:	$1,000,000
AGGREGATE:	Aggregate Limit:	$1,000,000
	Aggregate Retention (Rate as a Percentage of Normal Premium):	247.22%
	Minimum Aggregate Retention:	$1,729,724
	Aggregate Loss Limitation:	$500,000
RATING BASE:	Policy Estimated Payroll:	$40,502,136
	Policy Estimated Worker Hours:	N/A
	Policy Estimated Per Capita:	N/A
	Policy Normal Premium:	$713,949
	Rate as a Percentage of Normal Premium:	12.60%
PREMIUM:	Total Estimated Policy Premium (including flat charges):	$89,958
	Policy Minimum Premium:	$80,962
	Deposit Premium:	$89,958
	Deposit Flat Charge(s):	N/A
	Total Deposit Due:	$89,958
	Terrorism Risk Insurance Act of 2002: (included in Total Deposit Due above)	$2,699

Jennifer Hayden

06/15/2017

Midwest Employers Casualty

Date

Midwest Employers Casualty Company
a W. R. Berkley Company

Endorsement Schedule
Binder

Insured: City of San Angelo
Policy #: EWC007308

Policy Effective Date: 07/01/2017
Policy Expiration Date: 07/01/2018

Policy Includes the following Endorsements:

CMB-11	Amendment to Schedule Item 11
CMB-197	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-262-BLK	Alternate Employer
ISI-TX-A	Texas - Governmental Entities
CMB-TX	Texas Important Notice
CMB-TX-EL	Texas Employers Liability

Date Printed: 06/15/2017

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Allison Strube, Water Utilities Assistant Director, Water Utilities, 325-657-4209

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider extending the award of WU-01-16 Water Reclamation Facility Liquid Ferrous Chloride to OFS, Inc. in the amount of $69,552 annually for the two one-year term extensions, budgeted for purchase in FY2017 and FY2018 and authorizing the City Manager or designee to execute any related documents (A. Strube)

Summary/History:

WU-01-16 bid was mailed to nine businesses and three responses were received. Low bid for Liquid Ferrous Chloride was submitted by OFS, Inc. of Oklahoma City, OK.

WU-01-16 Liquid Ferrous Chloride was bid out to allow for purchases for a one year period with two one year term extensions. City Council previously authorized the approval on February 2, 2016 for the first year. This item is requesting approval for the purchase of liquid ferrous chloride for the remaining term of this contract.

Liquid ferrous chloride is injected in the wastewater collection system and in the digestion process at the Water Reclamation Facility to suppress the production of hydrogen sulfide gases.

Financial Impact:

Budgeted within the Water Reclamation Facility operating budget. Estimated annual expenditure of $69,552.

Other Information/Recommendation:

Staff recommends the awarding of WU-01-16 Liquid Ferrous Chloride to OFS be extended for the full term of the contract.

Attachments:

1. Bid Tab WU-01-16 Bid Tab.pdf

Presentation:

Approvals/Reviews:

Allison Strube	Created/Initiated
Bill Riley	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

BID TABULATION * RFB NO: WU-01-16/WRF Liquid Ferrous Chloride * November 24, 2015

No.	Item	Estimated Liquid Pounds per Delivery	Kemira Price/lb	OFS, Inc. Price/lb	Pennco, Inc. Price/lb	Univar Price/lb
1	Liquid Ferrous Chloride X 46,000 Liquid Pounds per Delivery	**46,000**	1.16	0.900	1.190	NO BID
2	Percent Ferrous		10.5%	10.5%	10%	
	Total		$ 5,602.80	$ 4,347.00	$ 5,474.00	NO BID
	Delivery Days		3	2	5-7	NO BID
	P-Card		Yes	No	N/A	
	Piggy Back		No	Yes	No	
	Payment Terms		N30	N30	N30	
	Payment Discount		0	0	1.5% N10	

Bids Mailed To:

Ashland Inc.	Covington, KY
Brenntag Southwest	Houston, TX
Enviromental Chemical Corp	San Antonio, TX
Gulbrandsen Technologies, Inc.	Clinton, NJ
Hydro Plus	Abilene, TX
Kemira Water Solutions, Inc.	Lawrence, KS
OFS Inc.	Oklahoma City, OK
PENNCO, Inc.	Sealy, TX
PVS Chemical	Detroit, MI

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Patrick Frerich, Asst. Director of Operations, Operations, (325) 657-4206

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider a resolution approving an emergency purchase pursuant to Texas Local Government Code Section 252.022(a)(2) and awarding RFB#OP-03-17 to Austin Wood Recycling (Austin, Tx) in the amount of $113,800 for grinding and chipping of storm-related debris, and authorizing the City Manager or designee to execute any related documents (P.Frerich)

Summary/History:

The City of San Angelo and its residents received substantial damage from the June 23rd storm that crossed San Angelo. The City established three drop off sites to assist citizens with the disposal of the excessive quantity of trees and other vegetative debris resulting from this storm.

Award of this bid allows the Austin Wood Recycling to mobilize and consolidate the accumulated debris through chipping and grinding processes at each designated drop-off site.

Financial Impact:

A bid award of $113,800 will be paid from contingency money budgeted in the Solid Waste operating budget. Additional cubic yards (up to 25% of the Council approval), if needed should be paid at the quoted price of $1.20 per cubic yard.

Other Information/Recommendation:

Attachments:

1. Bid Tab OP-03-17 Bid Tab.pdf
2. Resolution 17-687 Resolution for emergency Purchase chipping and grinding for storm debris.docx

Presentation:

Approvals/Reviews:

Patrick Frerich	Created/Initiated
Shane Kelton	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 * OP-03-17/ Brush Grinding
7/12/2017 at 2:00 p.m.

				Austin Wood Recycling		Thelin Recycling	
Item No.	**Item Description**	**Quantity**	**Units**	**Unit Cost**	**Extended Cost**	**Unit Cost**	**Extended Cost**
1	Brush Grinding and Chipping	90,000	cu. yd.	$ 1.20	$ 108,000.00	$ 1.48	$ 133,200.00
2	Mobilization	1	Each	$ 5,800.00	$ 5,800.00	$ 5,000.00	$ 5,000.00
				Total:	**$ 113,800.00**	**Total:**	**$ 138,200.00**

Lead time after award to begin operations	+/- 10 days	1 week
Co-op	No	No
P-card	Yes	No
Payment Terms	Net 10	Net 30
Discounts	N/A	N/A

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL APPROVING AN EMERGENCY PURCHASE FOR GRINDING AND CHIPPING SERVICES FOR STORM DEBRIS PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §252.022(a)(2); AWARDING RFB NO. OP-03-17 FOR BRUSH GRINDING TO AUSTIN WOOD RECYCLING, LTD. AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A SERVICES AGREEMENT THEREFORE AND ALL RELATED DOCUMENTS.

WHEREAS, on June 23, 2017 the severe thunderstorms swept through the City of San Angelo causing a great deal of property damage; and

WHEREAS, the damage from the storm included city-wide tree damage; and

WHEREAS, Texas Local Government Code §252.022(a)(2) provides an exception to the competitive bidding requirements for a procurement necessary to protect the public health or safety of the municipality's residents; and,

WHEREAS, the storm debris causes multiple safety, nuisance and traffic concerns until cleared and disposed.

WHEREAS, City has solicited bids through email publication of RFB No. OP-03-17, for chipping and grinding brush collected at three sites within the City and AUSTIN WOOD RECYCLING, LTD submitted a bid, for ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED DOLLARS ($113,800.) which response has been determined to be the lowest bid submitted by a responsible bidder for the Project

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

PART 1: The storm damage to trees city-wide caused safety and nuisance concerns for the citizens of the City of San Angelo.

PART 2: The City Council hereby awards RFB#OP-03-17 to AUSTIN WOOD RECYCLING, LTD, pursuant to Texas Local Government Code §252.022(a)(2). The City Manager is authorized to negotiate and execute a services agreement and related documents for the brush grinding project.

PASSED and APPROVED THIS 18th DAY OF July, 2017.

CITY OF SAN ANGELO, TEXAS

_____
Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Paul Hathaway, Street & Bridge Superintendent, Street and Bridge, 325-657-4377

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider awarding SB-03-17 Emulsion Oil to Pavement Restoration, Inc. in the amount of $212,500, budgeted annually, for the purchase of emulsion oil, and authorizing the City Manager or designee to execute any related documents (P. Hathaway)

Summary/History:

City Staff sought bids for the purchase of emulsion oil used during the restoration processes of the city's streets. Bids were sent to three vendors and advertised in local and area media. Three responses were received with Pavement Restorations as the only vendor meeting the required specifications.

Bid award will secure vendor contracts and pricing for one year with the option to renew one additional year. Either party can cancel the contract with 90 days notification to the other party.

Financial Impact:

Monies for the purchase of emulsion oil are budgeted annually at $212,000 in the Street and Bridge operating budget.

Other Information/Recommendation:

We are requesting to purchase emulsion oil for the regeneration of city streets. This emulsion is needed to work in unison with our Phoenix repaver and our Bagela rejuvenation plant.

Attachments:

1. Street Paving Emulsion SB0317BidTab.pdf

Presentation:

Approvals/Reviews:

Paul Hathaway	Created/Initiated
Patrick Frerich	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 * SB-03-17/ Oil for Street Repairs

June 29, 2017 at 2:00 p.m.

		Ergon			Martin Asphalt			Pavement Restoration		
DESCRIPTION	**APPROXIMATE QUANTITY (GALLONS)**		**PRICE PER GALLON (INCLUDE DELIVERY AND ADMINISTRATIVE COSTS)**	**MINIMUM QUANTITY REQUIRED PER ORDER (GALLONS)**		**PRICE PER GALLON (INCLUDE DELIVERY AND ADMINISTRATIVE COSTS)**	**MINIMUM QUANTITY REQUIRED PER ORDER (GALLONS)**		**PRICE PER GALLON (INCLUDE DELIVERY AND ADMINISTRATIVE COSTS)**	**MINIMUM QUANTITY REQUIRED PER ORDER (GALLONS)**
Emulsion Type Quoted:	50,000	**Emulsion Type Quoted:** CSS-1H	**1.9454**	**5,500**	**Emulsion Type Quoted:** Cationic	**1.82**	**5,000**	**Emulsion Type Quoted:** Cyclogen ME	**4.25**	**5,000**
	Total	does not meet specs	$ 97,270.00	$ 10,699.70	does not meet specs	$ 91,000.00	$ 9,100.00		$ 212,500.00	$ 21,250.00

*federal environmental fee will be added to above prices at rate of $ .00150 per gallon for emulsion loads

*additional delivery and tarrif fees

	Ergon	Martin Asphalt	Pavement Restoration
Piggy-back	Yes	Yes	Yes
Cooperative	No	No	No
P-Card	No	Yes	No
Payment Terms/Discount	Net 30, no discount	Net 30, no discount	Net 30, no discount

	Mailed to:
1	Pavement Restoration
2	Martin Asphalt
3	Ergon

NOTE: Include this form with your Agenda Memo

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Carl White, Parks and Recreation Director, Parks and Recreation, 325-657-4450

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider authorizing the City Manger to negotiate and execute a Second Amendment to the lease agreement with El Camino Girl Scouts Council, now by merger Girl Scouts of Central Texas Inc., extending lease term and proving for approval of Lessee capital improvements. (C.White)

Summary/History:

The City has leased the property (building and grounds) at 304 W. Ave. A to the El Comino Girl Scouts, a Texas nonprofit organization for several years. The organization has been an excellent tenant and covers all their maintenance costs. They have also received grants to make improvements to the property from time to time and this is the reason for their lease renewal request.

The current lease expires December 3, 2019. They have a pending grant request for about $34,000 to replace 37 windows and exterior double doors of the building with more energy efficient glass. As they state, "All doors and windows will be energy efficient, period appropriate replacements, as not to change the building aesthetics." If granted, they will match these funds and affect other improvements including flooring renovation, asbestos abatement, rainwater collection system and outdoor landscaping for a total project cost of about $60,000.

The potential granting entity has expressed strong interest in funding the project but only if the lease is extended.

The El Camino Girl Scouts Council (now known as Girl Scouts of Central Texas, Inc.) is requesting a 15-year extension of their existing lease. Staff supports this request. Attached is a proposed second amendment that, if approved and executed, will achieve this.

Financial Impact:

The El Camino Girl Scouts Council pays a $1.00 a year lease but they also cover the cost of all maintenance and improvements.

Other Information/Recommendation:

Attachments:

1.	El Camino Girl Scouts lease renewal request	El Camino Girl Scouts lease renewal request.pdf
2.	Existing agreement and amendment	Girl Scout Agreement and Amendment.pdf
3.	Second Amendment Lease agreement with Girl Scouts	17-699_PARKS_GIRL_SCOUTS_LSE_2ND_AMENDMENT.doc

Presentation:

Approvals/Reviews:

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

girl scouts
of central texas

Charmaine Smith-Winters
Board Chair

Trish Coy
Vice Chair

Lisa Reifsnider
Secretary

Paul Pulley
Treasurer

Members-at-Large:
Shelley Clifford Brophy
Colette Burnette, Ed.D.
Suzanne Copeland
John Craddock
Ellen Fleming
Whitney Hammett-Purkle
Pauline Lewis
Suzi Marshall
Alison Meador
Leslie Midgley
Nicole Schwartz Nett
Rina Patel
Lauren Peters
Mischa Scales, Ph.D.
Mary Kennedy Thompson

Lynelle McKay
CEO

Advisory Board
Beverly Dale
Carole Keeton
Mary Scott Nabers
Curtis Page
Jare Smith

June 15, 2017

To: City of San Angelo Property Manager

Subject: El Camino Girl Scout Lease Agreement

Location: 304 W. Ave. A San Angelo, TX 76903

We are currently seeking to make some significant improvements to the building located at 304 W. Ave. A San Angelo, TX 76903 and have submitted an application to the San Angelo Area Foundation for grant funds in the amount of $33,700. The grant would cover replacement of 37 windows and exterior double doors of the building with more energy efficient glass. All doors and windows will be energy efficient, period appropriate replacements, as not to change the building ascetics.

The San Angelo Area Foundation has informed us that for our application to move forward, we need to seek a lease extension. Naturally there are no guarantees, but it does sound favorable to be awarded grant funding if we can secure an extension.

Other projects that we are looking to fund in the San Angelo Service Center but are not related to this grant include flooring renovation/asbestos abatement, installation of a rainwater collection system, and outdoor landscaping.

The estimated cost for projected work is $55,000 - $60,000.

Due to the amount of the projected investment, Girl Scouts of Central Texas respectfully requests your consideration of a 15-year lease extension.

Please feel free to contact me with any questions.

Jim Medlin
Director of Facilities
PH. 512.490.2348
Email: jimm@gsctx.org

Council Headquarters
Kodosky Program Center
12012 Park Thirty-five Circle
Austin, TX 78753
(800) 733-0011
www.gsctx.org

LEASE AGREEMENT (Amendment Attached)

THE CITY OF SAN ANGELO, a Texas home rule municipal corporation, acting by and through its duly authorized Mayor, hereinafter known as "Lessor", whose address is 72 West College, P.O. Box 1751, San Angelo, Texas 76902, hereby leases, under the following terms and conditions as hereinafter set out, unto EL CAMINO GIRL SCOUTS COUNCIL, a Texas nonprofit corporation acting by and through its duly authorized officers, hereinafter known as "Lessee", whose address is 304 West Avenue A., San Angelo, Texas 76903 the following:

That certain tract of land commonly known as the"Little House"
all of which property is located at 304 West Avenue A, San Angelo,
Tom Green County, Texas, 76903 as further identified as
being the southern portion of Lots 6, 7, 8, and 9, Block 5, Park Heights Addition
to the City of San Angelo, Tom Green County, Texas,
the total parcel being more fully described as
being bounded on the south by the southern boundary line of Lots 6, 7, 8, and 9;
and on the east by the eastern boundary of Lot 9;
extending north from the southeast corner of said Lot 9,
230 feet to its intersection with contour line 1812;
and bounded on the west by the western boundary of Lot 6,
extending from the southwest corner of said Lot 6,
110 feet north to its intersection with contour line 1812;
and bounded on the north by contour line 1812
running from the intersection of the western boundary line of Lot 6 with contour line 1812,
along contour line 1812 to the point where contour line 1812
intersects with the eastern boundary of Lot 9;
depicted on the drawing attached hereto as Exhibit "A" and
hereinafter referred to as "Premises" or "Leased Premises".

1. TERM.

1.1 The term of this Lease shall be for ten (10) years, beginning December 4, 1999, and ending on December 3, 2009.

2. RENT.

2.1 Amount. Rental for the Leased Premises and for the entire term shall be paid in advance beginning December 4, 1999, and shall be the sum of One Dollar ($1.00) per year.

2.2 Place of Payment. Said payments shall be made to the Finance Department of the City of San Angelo, P.O. Box 1751, San Angelo, Texas 76902.

2.3 Fee. A one time fee of Fifty Dollars ($50.00) shall be paid upon execution of this Lease for the preparation of the document as required by Resolution of the City Council dated January 21, 1986.

2.4 Further Consideration. City hereby grants and leases to Lessee the rights hereinafter specified to operate a Girl Scout program for the City which will be an affordable, value based, quality experience for girls ages 5-17 desiring to participate in such program, subject to the terms and conditions herein stated.

3. USE OF LEASED PREMISES.

3.1 Use. Leased Premises shall be used by Lessee only for activities associated with the Girl Scout program and for uses normally incident thereto and for no other purpose.

3.2 Termination. If at any time the Leased Premises and any improvements thereon shall cease to be used for such purpose, Lessor shall have the right to terminate this Lease by written notice given to Lessee.

3.3 Cancellation. Lessor shall also have the right to cancel this Lease for any use deemed more appropriate by the City Council after written notice is given to Lessee and the elapse of sixty (60) days. If cancellation occurs under this provision, Lessee shall have the right to remove improvements placed by Lessee, but in no event shall Lessor be required to reimburse Lessee for improvements or expenses incurred by Lessee in connection with the Lease.

4. CONDITION OF LEASED PREMISES.

4.1 No Warranty. LESSOR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE.

4.2 Improvements. It is agreed by the parties that Lessee, subject to the prior approval of the City Council of the City of San Angelo, shall have the right from time to time at its sole cost and expense, to construct on the Leased Premises such buildings and other improvements, and such alterations, additions and changes therein as is deemed necessary or convenient for the purpose of conducting activities associated with the Girl Scout program, the complete direction and control of which shall be the responsibility and prerogative of the Lessee.

4.3 Permits. Any permit for improvement to the property under this Lease must comply with the terms of this Lease Agreement, with the Building, Electrical, Mechanical and Plumbing Codes of the City of San Angelo, with other ordinances of the City of San Angelo, and with the laws of the State of Texas, so far as one or more of them may be applicable.

4.4 Maintenance. Lessee agrees to keep and maintain any and all structures in place, erected or caused to be erected or placed on the Leased Premises in good and tenantable condition and appearance, and further agrees to keep said Premises in a neat, clean and respectable condition by prompt removal of all

trash, litter, debris and junk, and will keep said Premises cleared of all objectionable matter.

4.5 Failure to Maintain. In the event Lessee shall fail to keep said Premises in a manner acceptable to the City of San Angelo, then the City Council, after reasonable notice and hearing, shall have the power and express authority to cause or require the Premises to be cleaned, cleared, mowed or repaired, and Lessee expressly authorizes the cost of any such cleaning, clearing, mowing or repairing to be added to the annual rental payment with interest at the rate of ten (10) percent per annum beginning thirty (30) days from the date on which the work was completed, until such cost is paid in full.

5. LIMITATIONS OF LESSEE IN LEASED PREMISES.

5.1 Reservations. Lessor, its agents or assigns, reserves the privilege and right at any time to execute and deliver valid oil, gas and other mineral leases upon the Premises, valid right-of-way easements for gas, oil or water pipelines, telephone, telegraph, or electric pole transmission lines on said Premises, or any part thereof, and in such event this Lease shall be subject and subordinate to the rights, terms and privileges of any such oil, gas and other mineral lease or such easements as may have been executed heretofore or hereafter by Lessor, its agents or assigns.

5.2 Easements. An easement across the Premises is hereby retained by Lessor for the purpose of laying sewer and water lines and/or for necessary rights-of-way for roads, alleys or other throughways.

5.3 No Assignment or Subletting. Lessee will not assign or sublet this Lease, in whole or in part, without the written consent of Lessor.

5.4 No Encumbrances. Lessee shall not have the right to encumber the Leased Premises leased hereunder without the consent of the City Council of the City of San Angelo; provided however, this provision shall not prohibit Lessee from encumbering its personal property which may be removed from the realty without injury to the realty.

5.5 Lessor's Right to Enter. At all times during the term of the Lease, Lessor or its agents shall have the right to enter said Premises during reasonable hours for the purpose of examining and inspecting the same and determining whether Lessee shall have complied with all of its obligations hereunder in respect to all the terms and conditions of this Lease.

6. DEBTS RELATED TO LEASED PREMISES.

6.1 Taxes. Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Lease may be levied on or assessed against the Leased Premises and all

interest therein and all improvements and other property thereon, whether belonging to Lessor or Lessee, or to which either of them may become liable. Lessee shall pay all such taxes, charges and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Lessee agrees to indemnify and save harmless Lessor from all such taxes, charges and assessments.

6.2 Incidental Charges. Lessee shall pay or cause to be paid all incidental charges, including, but not limited to, permit fees incurred in connection with its operations and use of the Leased Premises.

6.3 Utilities. Lessee shall pay or cause to be paid all charges for water, sewer, gas, electricity, telephone, trash pick-up, cable and any and all other utilities used on the Leased Premises throughout the term of this Lease, including any connection fees.

7. COVERAGES.

7.1 Indemnification.

7.1.1 General Indemnification. Lessee agrees to indemnify, defend and hold City, its councilmembers, 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 Lessee 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 Lessee, its agents or employees, or the joint negligence of Lessee and any other entity as a consequence of its execution or performance of this Lease or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by Lessee hereunder. This indemnification shall survive the term of this Lease as long as any liability could be asserted.

7.1.2 Prospective Application. Any and all indemnity provided for in this Lease shall survive the expiration of this Lease and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Lease but thereafter so long as any liability (including but not limited to liability for closure and post closure costs) could be asserted in regard to any acts or omissions of Lessee in performing under this Lease.

7.1.3 Retroactive Application. The indemnity provided for in this Lease shall extend not only to claims and assessments occurring during the term of this Lease but retroactively to claims and assessments which may have occurred during the term of previous agreements between City and

Lessee.

7.1.4 Application to Surrounding Property. The indemnification provisions of this Lease extend to claims and assessments relating to runoff, leachate, or other infiltration that may occur or has occurred at or near the site of landfills, transfer stations, or other solid waste facilities and surrounding areas which are or were used by the Lessee, during the term of this Lease or previous agreements between City and Lessee. This section does not make Lessee liable for any site it has never used, closed, managed or monitored.

7.2 Insurance.

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

7.2.1.1 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.

7.2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Lessee, with City, its councilmembers, officials, agents, and employees named as additional insureds, except on Workers' Compensation coverage.

7.2.1.3 Waiver of Subrogation. Lessee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its councilmembers, officials, agents, and employees.

7.2.1.4 Certificates of Insurance. At or before the time of execution of this Lease, Lessee 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, Lessee 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. Certificates of insurance and notices of cancellations, terminations or alternations shall be furnished to City's

Risk Manager at City Hall, 72 West College or P.O. Box 1751, San Angelo, Texas 76903.

7.2.1.5 Lessee's Liability. The procuring of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Lease. Lessee'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 Lessee to maintain adequate coverage shall not relieve Lessee of any contractual responsibility or obligation.

7.2.2 Types and Amounts of Insurance Required. Lessee shall obtain and continuously maintain in effect at all times during the term hereof, at Lessee's sole expense, insurance coverages as follows with limits not less than those set forth below:

7.2.2.1 Commercial General Liability. This policy shall be an occurrence-type policy, written in comprehensive form and shall protect the Lessee and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Lessee's employees) and damage to property of the City or others arising out of the act or omission of the Lessee or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Lessee under the paragraph of this Lease entitled "Indemnification", completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall be as follows:

$ 500,000.00	General Aggregate
$ 500,000.00	Products- Completed Operations Aggregate
$ 500,000.00	Personal & Advertising Injury
$ 500,000.00	Each Occurrence
$ 50,000.00	Fire Damage (any one fire)

8. ABANDONMENT OF LEASED PREMISES.

8.1 Deserted or Vacated. If the Leased Premises shall be deserted or vacated, Lessor may, if Lessor so elects, and any time thereafter, terminate the Lease and the term hereof, on giving Lessee reasonable written notice of Lessor's intention to do so, and this Lease and the term hereof shall expire and come to

an end on the date fixed in such notice as if the said date were the date originally fixed in the Lease for the expiration hereof.

9. SURRENDER OF PREMISES.

9.1 Restoration. The Leased Premises and any improvements and fixtures shall remain the property of Lessor and shall be restored to possession of Lessor in good condition (reasonable wear and tear, acts of nature, or casualties associated with civil disorders or military activities excepted).

9.2 Delivery. Lessee agrees to promptly and peacefully deliver possession of the Leased Premises and improvements to Lessor upon termination of this Lease.

9.3 Abandoned Property. All items of personal property, remaining in or on the Leased Premises after the expiration of sixty (60) days following the termination of this Lease shall be deemed abandoned by Lessee and shall become the property of Lessor.

10. MISCELLANEOUS.

10.1 Invalid or Illegal Provisions. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intent of the parties that the remainder of this Lease shall not be affected. It is also the intent of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there are added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible to be legal.

10.2 Terms of the Essence. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION AND RESTRICTION CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE AGREEMENT, THE VIOLATION OF WHICH SHALL ENTITLE LESSOR, AT ITS OPTION, TO TERMINATE THIS LEASE. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NEVER BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE.

10.3 Remedies.

10.3.1 Upon Termination. Any termination of this agreement shall not relieve Lessee from the payment of any sum or sums that then shall be due and payable to Lessor hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such sum or sums or claim for damages by any remedy provided by law, or from recovering damages from Lessee for any default thereunder.

10.3.2 Cumulative Remedies. All rights, options and remedies of Lessor

contained in this Lease Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease Agreement. No waiver by Lessor of a breach of any of the covenants, conditions, agreements or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

10.3.3 Reimbursement of Lessor's Expenses. Lessee shall pay on demand all of Lessor's expenses including, but not limited to, attorney's fees and court costs incurred in enforcing any of Lessee's obligations under this Lease, which include, but are not limited to, collection of annual rental fees, utility payments, taxes and other legitimate assessments.

10.4 Notices. Any notice or demand that either party desires or is required to be given by this Lease Agreement shall be in writing and shall be deemed sufficient if sent by United States certified mail, return receipt requested, postage prepaid to the following:

If to Lessor:
City of San Angelo
P.O. Box 1751
San Angelo, Texas 76902
Attn: City Manager

If to Lessee:
El Camino Girl Scout Council
304 West Avenue A
San Angelo, Texas 76903
Attn: Executive Director

10.5 Amendments. No modification of this Lease shall be binding unless it be in writing and executed in due form by all of the parties hereto.

10.6 Easements and Restrictions. Lessee takes this Lease Agreement and the Leased Premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to all statutes, ordinances and regulations of competent governmental authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.

10.7 Relationship of Lessor and Lessee. The relationship between Lessor and Lessee at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

10.8 Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provisions of this Lease Agreement.

10.9 Interpretation/Venue. This agreement shall be construed in accordance with the

laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.

10.10 Anti-Discrimination. Lessee agrees that it will not violate any federal, state or local civil rights or discrimination laws. A finding of violation of any such laws by a trial court or appropriate state or federal agency is a material breach of this agreement which may result in the termination of the agreement or such other remedy as Lessor may deem appropriate.

10.11 Compliance with ADA. Lessee agrees to comply fully with the provisions of the Americans with Disabilities Act and to make any and all displays, events or activities on Leased Premises accessible to individuals with disabilities. Lessee further agrees to provide participants with necessary impairment aids.

10.12 Hold Over. It is distinctly understood and agreed by and between Lessor and Lessee that any holding over by Lessee of the herein demised Premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of Lessor.

10.13 Entire Agreement. The Lease Agreement constitutes the entire agreement between the parties hereto, and Lessor is not bound by any agreement, stipulation or representation made by any agent, employee or official of Lessor.

EXECUTED in duplicate originals on this the 1st day of ~~January~~ February, 2000.

LESSOR
CITY OF SAN ANGELO, Texas

By: _____
Johnny Fender, Mayor

ATTEST:

_____
Kathy Keane, City Clerk

THE STATE OF TEXAS)(
COUNTY OF TOM GREEN)(

This instrument was acknowledged before me on the 1st day of ~~January~~ February, 2000, by Johnny Fender, Mayor of the CITY OF SAN ANGELO, a Texas Municipal corporation on behalf of said corporation.

Kathy A. Keane
Notary Public, State of Texas

KATHY A. KEANE
Notary Public, State of Texas
My Comm. Exp. Feb. 13, 2002

LESSEE:
EL CAMINO GIRL SCOUT COUNCIL

Nancy Henderson
By: Nancy Henderson
Its: Executive Director

THE STATE OF TEXAS)(
COUNTY OF TOM GREEN)(

This instrument was acknowledged before me on the 8th day of ~~January~~ February, 2000, by Nancy Henderson, Executive Director of EL CAMINO GIRL SCOUTS COUNCIL, a Texas non-profit corporation on behalf of said corporation.

Joanna L. Howell
Notary Public, State of Texas

JOANNA L. HOWELL
Notary Public, State of Texas
My Comm. Exp. Nov. 12, 2001

Approved as to Form:

PARK COMMISSIONERS

Pat Hall

Don Griffis

City of San Angelo
Legal Department

P.O. Box 1751
San Angelo, Texas 76902
915-657-4407
FAX: 915-655-4874

El Camino Girl Scout Council
304 West Avenue A
San Angelo, Texas 76903
Attn: Nancy Henderson, Executive Director

Date	Legal Services Rendered	Charge
12-15-99	Preparation of Lease Agreement between City of San Angelo and El Camino Girl Scouts Council for the property on 304 West Avenue A, San Angelo, Texas, as required by Resolution of the City Council dated January 21, 1986.	$50.00

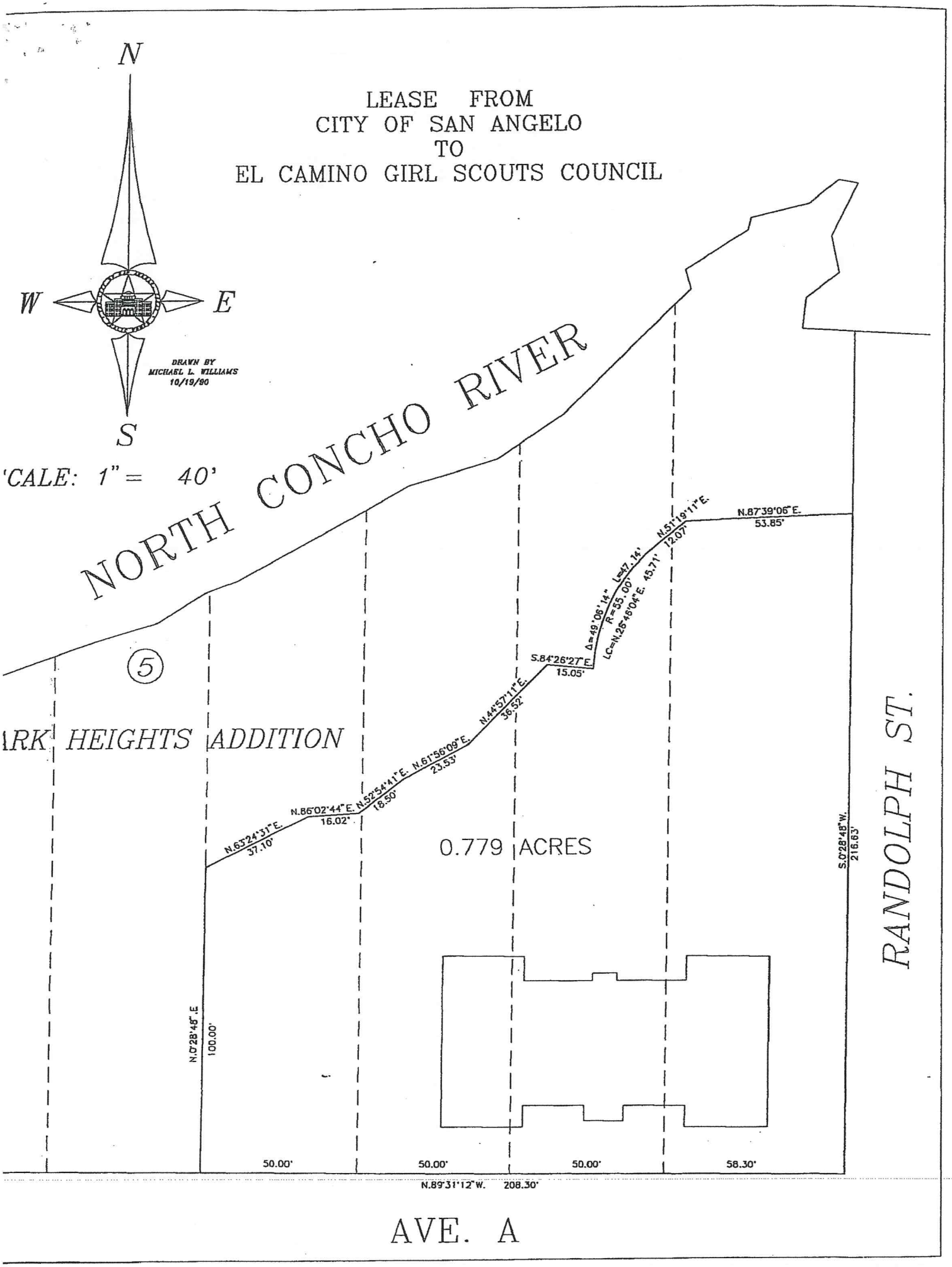

LEASE FROM
CITY OF SAN ANGELO
TO
EL CAMINO GIRL SCOUTS COUNCIL
N
W
E
S
DRAWN BY
MICHAEL L. WILLIAMS
10/19/90
'CALE: 1" = 40'
NORTH CONCHO RIVER
5
ARK HEIGHTS ADDITION
N.63°24'31"E.
37.10'
N.86°02'44"E.
16.02'
N.52°54'41"E.
18.50'
N.61°56'09"E.
23.53'
N.44°57'11"E.
36.52'
S.84°26'27"E.
15.05'
Δ=49°06'14"
L=47.14'
R=55.00'
LC=N.26°46'04"E. 45.71'
N.51°19'11"E.
12.07'
N.87°39'06"E.
53.85'
0.779 ACRES
S.0°28'48"W.
216.63'
RANDOLPH ST.
N.0°28'48".E
100.00'
50.00'
50.00'
50.00'
58.30'
N.89°31'12"W. 208.30'
AVE. A

EXHIBIT "A"

655-8961

AMENDMENT TO LEASE AGREEMENT
BETWEEN EL CAMINO GIRL SCOUTS COUNCIL
AND THE CITY OF SAN ANGELO

This Amendment to the Lease Agreement between El Camino Girl Scouts Council and the City of San Angelo dated February 1, 2000, (hereinafter the "Lease Agreement") is entered into on this the 17th day of November, 2004.

WHEREAS, the term of the Lease Agreement is ten (10) years ending on December 3, 2009; and

WHEREAS, Lessee is requesting an extension of said term until December 3, 2019 because they have received a grant from the San Angelo Health Foundation for certain improvements to the leased property and such grant is conditioned on the City approving a ten (10) year extension of the lease term;

NOW THEREFORE, in consideration of the mutual promises set forth herein, Lessor and Lessee agree to the following amendment to the Lease Agreement:

I. Article 1 entitled Term, shall be amended to read as follows:

1. TERM.

1.1 The term of this Lease shall be for twenty (20) years, beginning December 4, 1999, and ending on December 3, 2019.

II. Article 2, Section 2.4 shall be amended to read as follows:

2.4 Further Consideration.

2.4.1 Operation of Program. City hereby grants and leases to Lessee the rights hereinafter specified to operate a Girl Scout program for the City which will be an affordable, value based, quality experience for girls ages 5-17 desiring to participate in such program, subject to the terms and conditions herein stated.

2.4.2 Improvements to Leased Premises. Lessee shall build a pavilion on the back of the existing building and extend the landscaping down to the river.

III. Article 3, Section 3.3 shall be amended to read as follows:

3.3 Cancellation. Lessor shall also have the right to cancel this Lease for any use deemed more appropriate by the City Council after written notice is given to

Lessee and the elapse of sixty (60) days. If cancellation occurs under this provision, Lessee shall have the right to remove only those improvements placed by Lessee during the current term of this Lease, but in no event shall Lessor be required to reimburse Lessee for improvements which remain on the Leased Premises or expenses incurred by Lessee in connection with removal of improvements.

IV. Article 7, Section 7.1.1 shall be amended to read as follows:

7.1 Indemnification.

7.1.1 General Indemnification. Lessee agrees to indemnify, defend and hold Lessor, its councilmembers, officials, agents, park commissioners, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of Lessee or Lessor, 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 Lessee, its agents or employees, or the joint negligence of Lessee and any other entity as a consequence of its execution or performance of this Lease or sustained in or upon the Premises, or as a result of anything claimed to be done or admitted to be done by Lessee hereunder. This indemnification shall survive the term of this Lease as long as any liability could be asserted.

All of the remaining conditions and clauses of the Lease Agreement to the extent not changed, altered or amended by this instrument shall remain in full force and effect in all respects and are hereby ratified by the parties hereto.

EXECUTED in duplicate originals on this the 16th day of November, 2004

LESSOR:
CITY OF SAN ANGELO, Texas

By: _____
Joseph W. Lown, Mayor

ATTEST:

By: _____
Kathy Keane, City Clerk

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before on the 12th day of November, 2003, by Joseph W. Lown, as Mayor of the City of San Angelo, a Texas home rule municipal corporation on behalf of said corporation.

Kathy A. Keane
Notary Public, State of Texas

KATHY A. KEANE
Notary Public, State of Texas
My Commission Expires
February 13, 2006

LESSEE:
EL CAMINO GIRL SCOUTS COUNCIL

By: _____

Nancy Henderson
Executive Director

Nancy Henderson

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the 19 day of November, 2004, by Nancy Henderson, as Executive Director of El Camino Girl Scouts Council, a Texas non-profit corporation, on behalf of said corporation.

Tina M. Abbott
Notary Public, State of Texas

TINA M. ABBOTT
MY COMMISSION EXPIRES
MARCH 13, 2005

SECOND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN EL CAMINO GIRL SCOUTS COUNCIL AND THE CITY OF SAN ANGELO, TEXAS

This Second Amendment to Lease Agreement by and between GIRL SCOUTS OF CENTRAL TEXAS, INC., with which EL CAMINO GIRL SCOUTS COUNCIL has merged, is effective as of the date of execution by the last party to sign as indicated hereinafter ("Effective Date"), amends that certain Lease Agreement by and between City of San Angelo, a Texas Home Rule municipality ("Lessor") and EL CAMINO GIRL SCOUTS COUNCIL, a Texas nonprofit corporation ("Lessee"), pertaining to certain leased premises and building located at 304 West Avenue "A", within the City of San Angelo, as more particularly described in said Lease Agreement (the "Leased Premises").

WHEREAS, EL CAMINO GIRL SCOUTS COUNCIL, Lessee under the Lease Agreement, has merged with the GIRL SCOUTS OF CENTRAL TEXAS, INC., a Texas nonprofit corporation; and

WHEREAS, Lessee proposes to construct certain capital improvements to the Leased Premises to include asbestos abatement, new flooring, new windows, installation of a rainwater collection system, landscaping, and related capital improvements; and,

WHEREAS, Lessee anticipates the cost of the proposed capital improvements to be a minimum of $55,000. (the "Minimum Cost"), and ;

WHEREAS, the Lease Agreement as amended by first amendment shall expire on December 3, 2019, an insufficient time for Lessee to capitalize the cost of proposed capital improvements;

NOW THEREFORE Lessor and Lessee, in consideration of the mutual promises between them and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree as follows:

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

2. The Lease Agreement is amended to provide that from and after the effective date of this Second Amendment to Lease Agreement, Lessee under the Lease Agreement as amended hereby shall be GIRL SCOUTS OF CENTRAL TEXAS, INC.

2. Article number 1. of the Lease Agreement as amended by the first Amendment shall be restated to extend the expiration date of the lease term to December 1, 2033.

3. Extension of the lease term as amended hereby is subject to the following conditions:

A. On or before January 1, 2018, Lessee shall submit to Lessor for Lessor's approval, written plans for construction of the proposed capital improvements to the Leased Premises of the nature and estimated Minimum Cost set forth in the foregoing recitals, and,

B. On or before July 1, 2019, Lessee shall have completed the capital improvements pursuant to the approved plans and at a minimum cost incurred of $55,000. At the request of Lessor, Lessee shall provide Lessor with documentation sufficient under generally accepted accounting and audit principals of construction of the approved improvements and cost thereof.

3. In addition to cancellation rights of the Lessor under the Lease Agreement as amended by the first Amendment, Lessor shall have the additional right to terminate the Lease Agreement as amended in the event Lessee fails to timely perform any of Lessee's obligations under this Second Amendment. Such additional right of termination shall be exercised by Lessor providing Lessee with a written notice of termination of the Lease Agreement as amended at least thirty days prior to the effective date of termination; however such effective date shall not be prior to December 3 2019.

4. All provisions of the Lease Agreement as amended by the first Amendment not amended or restated by this Second Amendment shall remain and continue in full force and effect.

EXECUTED in duplicate originals on the dates specified below.

LESSOR:	LESSEE:
CITY OF SAN ANGELO	EL CAMINO GIRL SCOUTS COUNCIL, aka GIRL SCOUTS OF CENTRAL TEXAS
BY: _____ Daniel Valenzuela, City Manager	BY: _____ Lynelle McKay, Chief Executive Officer

ATTEST:

_____
Bryan Kendrick, City Clerk

STATE OF TEXAS §
§
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on _____, 2017, by Daniel Valenzuela, as City Manager of the City of San Angelo, a Texas home-rule municipal corporation, on behalf of such corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on _____, 2017, by LYNELLE MCKAY, as Chief Executive Officer of GIRL SCOUTS OF CENTRAL TEXAS, a of the City of San Angelo, a Texas home-rule municipal corporation, on behalf of such corporation.

_____
Notary Public, State of Texas

APPROVED AS TO CONTENT

_____

Carl White, Director of Parks and Recreation

APPROVED AS TO FORM

_____

Dan T. Saluri, Deputy City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bob Salas, Neighborhood Services Director, Community and Housing Support, 325-655-0824

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider approving an agreement with ATMOS Energy in the amount of $19,708.23 for the execution of a low income weatherization program for San Angelo citizens who are ATMOS customers and authorizing the City Manager or his designee to execute related documents (B.Salas)

Summary/History:

Community & Housing Support requests approval of an agreement between the COSA and ATMOS Energy in the amount of $19,708.23 to execute a low income housing weatherization program for citizens in financial distress. Over the past seven years, ATMOS has provided funds annually to the City in order to carry out the housing weatherization program. The program assists citizens in need of financial assistance to weatherize their homes free of charge for Atmos customers. The City receives 5% of the Atmos funds spent on projects on a quarterly basis.

Financial Impact:

The annual budget for Community & Housing Support will be increased by $19,708.23.

Other Information/Recommendation:

Attachments:

1.	Resolution - Atmos	Atmos contract resolution 2017.docx
2.	Atmos contract 2017	Atmos contract 2017.pdf

Presentation:

Approvals/Reviews:

Bob Salas	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

A RESOLUTION BY THE SAN ANGELO CITY COUNCIL RATIFYING THE AGREEMENT BETWEEN THE CITY OF SAN ANGELO AND ATMOS ENERGY FOR THE EXECUTION OF A LOW INCOME WEATHERIZATION PROGRAM KNOWN AS KEEPING THE WARMTH.

WHEREAS, Atmos Energy and the City of San Angelo recognize the need for providing charitable assistance to persons in financial distress to reduce energy related costs by installing weatherization measures improving energy efficiencies in the home; and

WHEREAS, Atmos Energy has developed the low-income Keeping the Warmth Program to help meet that need and to be utilized as a supplement to government and community aid programs designed to assist persons in financial distress weatherize their homes; and

WHEREAS, the City of San Angelo is organized to provide charitable assistance to persons in financial distress; and

WHEREAS, the City of San Angelo recognizes that Keeping the Warmth is a program for providing charitable weatherization assistance to the citizens of San Angelo.

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

THAT, the agreement between the City of San Angelo and ATMOS energy for the Keeping the Warmth Program is hereby ratified and the grant of funds in the sum of $19,708.23, is hereby accepted. The City Manager or his designee is hereby authorized to execute such documents as may be necessary or desirable to execute the agreement.

PASSED and APPROVED THIS 18th DAY OF July, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

_____
Brenda Gunter, Mayor

_____
BRYAN KENDRICK, City Clerk

APPROVED AS TO FORM

_____
Theresa James, City Attorney

KEEPING THE WARMTH AGREEMENT

This Keeping the Warmth Agreement ("**Agreement**") including exhibit (A) is made and entered into as of the 18th day of July 2017, ("**Effective Date**") by and between Atmos Energy Corporation, a Texas and Virginia corporation ("**Atmos Energy Energy**") and City of San Angelo, a Home Rule City ("**Agency**").

BACKGROUND:

Atmos Energy and Agency recognize the need for providing charitable assistance to persons in financial distress to reduce energy related costs by installing weatherization measures improving energy efficiencies in the home.

Atmos Energy has developed the low-income Keeping the Warmth Program ("**KTW**") to help meet that need and to be utilized as a supplement to government and community aid programs designed to assist persons in financial distress weatherize their homes.

Agency is organized, inter alia, to provide charitable assistance to persons in financial distress, and Agency recognizes that Keeping the Warmth is a program for providing charitable weatherization assistance to individuals.

Atmos Energy will act merely as a conduit for contributions made by others so that Agency and such other nonprofit charitable organizations can use and apply such contributions for the charitable purposes of the Keeping the Warmth Program.

AGREEMENT:

In consideration of the mutual covenants hereinafter set forth, Atmos Energy and Agency hereby agree as follows:

1. Keeping the Warmth

Agency acknowledges that Atmos Energy has established Keeping the Warmth and that said program is funded by contributions from Atmos Energy shareholders and its customers. Agency further acknowledges that the policies and procedures governing the collection and the disbursement of the funds contributed to Keeping the Warmth (KTW) shall be established and may be modified by Atmos Energy from time to time, provided that Keeping the Warmth Funds shall always be disbursed to one or more Agencies, and shall never be retained by Atmos Energy for any other purpose and must be used solely for Atmos Energy customers.

2. Funds

Any Keeping the Warmth Funds obtained by Atmos Energy are deemed to be collected on behalf of one or more Agencies for the purposed described above. Atmos Energy will act merely as a conduit for monies collected so that Agency and such other nonprofit charitable organizations can use and apply such funds for the charitable purposes of the Keeping the Warmth Program.

3. Fund Guidelines

The Agency shall have the sole right to determine who receives the Keeping the Warmth Funds (such person being the "**Resident**") subject, however, to the following conditions and restrictions:

3.1 KTW partner agencies and/or associated contractors are prohibited from using KTW funds for personal properties.

3.2 KTW partner agencies and/or associated contractors are prohibited from serving multi-family housing, and if the eligible Resident is renting, agency and/or associated contractor must secure no less than ten percent payment of the total cost for any and all natural gas appliances. Owner/landlord payment must be deducted and documented on the agency/contractor invoice.

3.3 Agency is required to process all Keeping the Warmth invoices and all other required information for payment using the MAACLINK web based software.

3.4 A Resident is eligible to receive a maximum of $1,800.00 in Keeping the Warmth weatherization assistance per 12 month program year.

3.5 Although a Resident does not have to meet federal low- income WAP guidelines in order to be eligible to receive Keeping the Warmth Funds, such Resident shall be at or below the Federal Poverty rate of 200%, a person experiencing higher than average energy burden and financial hardship that limit their ability to make weatherization improvements to their primary residence.

3.6 A Resident must be the named person or full-time resident on the Atmos Energy gas account for which weatherization assistance is being requested.

3.7 Keeping the Warmth Funds may only be used for energy efficient weatherization of the customer's primary residence and include such items as:

3.7.1 Natural Gas Piping – inside home repair
3.7.2 Customer owned natural gas yard line repair
3.7.3 Natural gas water heater replacement
3.7.4 Natural gas main heating source replacement
3.7.5 Insulation – Attic and Walls
3.7.6 Natural Gas water heater insulation blanket
3.7.7 Duct sealing, caulking, weather-stripping, wall outlet insulation covers, and aerators.

4 Keeping the Warmth Report

4.1 In the event Atmos Energy ceases to use the MAACLINK Web-based program for any reason, Agency agrees to complete a Keeping the Warmth Report in the form and content provided by Atmos Energy (the "**Keeping the Warmth Report**") for each month during the term of this Agreement. The Keeping the Warmth Report shall be sent to Atmos Energy no later than the tenth (10th) day of the month following the month for which the report was prepared. Atmos Energy may from time to time amend the form, content and information requested in the Keeping the Warmth Report by providing thirty (30) day advance written notice to Agency. The monthly report is not required during periods when Agency does not have Keeping the Warmth Funds available to disburse to Beneficiaries.

4.2 Any information provided by Agency relating to estimated thermal savings, whether entered through the MAACLINK web-based program or through a Keeping the Warmth Report, shall be solely for informational purposes. Atmos Energy acknowledges that Agency does not warrant the accuracy or completeness of any thermal savings estimates, and Atmos Energy uses such information at its own risk.

5 Right to Audit

Atmos Energy and its designated agents, representatives, accountants and attorneys shall have full access, at all reasonable times, to the properties, books and records of Agency for examination of Agency's administration of Keeping the Warmth Funds and compliance with Section 7 below; provided however, this Section shall not be interpreted as granting Atmos Energy the right to control how Agency determines which Beneficiaries will be entitled to receive Keeping the Warmth Funds or how Agency governs its day to day business.

6 Compliance with Codes

Agency represents and warrants that either:

6.1 It is a state, county, municipal agency who provides on a consistence basis weatherization assistance: or

6.2 it is and shall continue to be during the term of this Agreement an organization described in Section 501(c)(3) of the Internal Revenue Code and it Regulations as they now exist or as they may be amended from time to time (the "**Code**"), is exempt from federal income taxes under Section 501(a) of the Code, and contributions to Agency are deductible from federal income taxes of the donor, within limits and guidelines of Section 170 of the Code. Agency covenants and agrees that it will take no action or omit to perform any act that will prejudice its status under said provisions of the Code.

Agency will immediately notify Atmos Energy if at any time during the term of this Agreement any of the representations made in this Section cease to be true.

7 Non-exclusive Agreement

Agency acknowledges that Atmos Energy may enter into one or more agreements with other charitable organizations, including charitable organization located within Agency's service area, pursuant to which such organization will be eligible to participate in Keeping the Warmth.

8 Term and Termination

The term of this Agreement is for one program year beginning July 1st and ending on June 30th and becomes effective as of the date Atmos Energy and Agency executes the agreement. This Agreement shall automatically renew for successive one year periods. Either Agency or Atmos Energy may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

9 Miscellaneous

9.1 **Governing Law**. This Agreement will be governed by the laws of the State of Texas without regard to conflicts of laws principles.

9.2 **Waiver**. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege. No single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

9.3 **Binding Effect; Delegation of Duties Prohibited.** This Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any entity with which the Atmos Energy may merge or consolidate or to which all or substantially all of its assets may be transferred. The duties and covenants of the Agency under this Agreement, being personal, may not be delegated.

9.4 **Notices**. Whenever it is provided in this Agreement that any notice, demand, request, consent, approval, declaration or other communication be given to or served upon any of the parties by another, such notice, demand, request, consent, approval, declaration or other communication will be in writing and will be deemed to have been duly given (i) when received if personally delivered, (ii) when transmitted if transmitted by telecopy (except that telecopies transmitted after 5:00 p.m. in the recipient's time zone will be deemed delivered the next business day), electronic or digital transmission method, (iii) the business day after it is sent,

if sent for next business day delivery to a domestic address by a nationally recognized overnight delivery service (i.e. Federal Express) and (iv) three business days after it is sent, if sent by certified or registered mail, return receipt requested. In each case notice will be sent to:

If to Atmos Energy:
Atmos Energy Corporation
Attn: Keeping the Warmth Program
P.O. Box 650205
Dallas, TX 75265-0205

or at such other address as the intended recipient will from time to time designate by written notice delivered in accordance herewith.

9.5 **Entire Agreement; Amendments**. This Agreement contains the entire agreement between the parties with respect to subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an agreement in writing signed by each of the parties hereto.

9.6 **Section Headings and Construction**. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" refer to the corresponding Section of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

9.7 **Severability**. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.8 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

9.9 **Replacement of Existing Agreement**. This Agreement replaces the entire Keeping the Warmth Agreement entered into by the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

ATMOS ENERGY CORPORATION a Texas and Virginia corporation	_____ City of San Angelo
_____	_____
Energy Assistance Program Manager	City Manager

Exhibit A

Schedule of Payment to Administer the Keeping the Warmth (KTW) Program

In consideration for the strict adherence to the terms and conditions of the Agreement and subject to the Agency performance of the work set forth in the Agreement, to the satisfaction of Atmos Energy Corporation's authorized representative, Atmos Energy agrees to compensate the Agency in the following manner.

Quarterly, Agency will receive form Mid-America Assistance Coalition (MAAC) five (5) percent of the quarterly amount spent of KTW funds for low-income weatherization.

County	Number of Customers (May 2017 Count)	MID- TX Region	Poverty Rate %	Potential Customers in Poverty	Households Served FY 2016-2017 As of 6/21/17	Services Performed FY 2016-2017 As of 6/21/17	Suggested # of Households FY 2017-2018 ($1,500 MAX)	Suggested Agency	Allocation
TOM GREEN	19,778	SW	14.5	2,868	16	16	16	City of San Angelo	**TBD**
					16 Households	**16 for $19,708.23**	**16 Households**		

Suggested number of households reflects the average cost per household for the last fiscal year. We understand that some houses will cost more than others and this number might not be possible but it is merely a guide to let you know the areas that need the assistance.

Your allocation for FY 2017-2018 will appear in MAACLink shortly.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bob Salas, Neighborhood Services Director, WIC, 325-655-0824

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider approving a Lease Agreement with First United Methodist Church in the amount of $500 monthly for rent of space to host WIC satellite clinic services and authorizing City Manager to negotiate and execute all related documents (B.Salas)

Summary/History:

The current WIC lease agreement in Ballinger has been terminated due to landlord's unwillingness to repair infrastructure problems. In order to maintain a satellite clinic presence in the town, WIC staff has entered discussions with a the First United Methodist Church at 1501 N Broadway Street, Ballinger TX 76821 to provide rental space. The terms will be annual from July 1, 2017 thru July 31, 2018.

Financial Impact:

WIC will pay $500 per month for rental space in Ballinger for the WIC satellite clinic. The funds are within budget.

Other Information/Recommendation:

Attachments:

1. WIC rental lease agreement 17-555_WIC_METHODIST_CH__BALLINGER_LEASE_07-08-17 (2).docx

Presentation:

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

LEASE AGREEMENT BY AND BETWEEN
FIRST UNITED METHODIST CHURCH AT BALLINGER, TEXAS AND CITY OF SAN ANGELO

This Lease Agreement is between FIRST UNITED METHODIST CHURCH, Ballinger, Texas (hereinafter "Landlord") and City of San Angelo, a home-rule municipal corporation, through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) (hereinafter "Tenant").

WHEREAS, Tenant operates the WIC program serving clients at Ballinger, Texas; and,

WHEREAS, Landlord owns church facilities at Ballinger, Texas with facilities suitable for occupation by Tenant for providing WIC Program services; and,

WHEREAS, each party hereto has secured authorization from its governing body for the individuals executing this lease agreement to do so on behalf of the respective party,

NOW THEREFORE In consideration of the mutual covenants and promises made herein, and for the stated consideration, Landlord leases to Tenant and Tenant leases from Landlord the right to the quiet enjoyment and use of the Leased Premises for the uses and on the conditions herein provided.

1. **Incorporation of Recitals.** The parties agree that the foregoing recitals are true and correct and that the same are incorporated as part of this Lease Agreement.

2. **Term and Effective Date.** This Lease Agreement shall become effective July 1, 2017, the "Effective Date", and shall continue through June 30, 2018. This Lease Agreement may be extended by mutual written agreement of the parties.

3. **Leased Premises.** The Leased premises located at 1501 N. Broadway Street, Ballinger, Texas, 76821 and consist of the following rooms of Landlord's building and reasonable access thereto (hereinafter the leased Premises:

   A portion of the Southwest Wing of the building being rooms designated as the Pioneer Class, Intermediate Class 1, Intermediate Class 2 and Intermediate Class 3..

4. **Use.** Tenant's use of the leased Premises shall be limited to activities associated with nutrition, education, food benefits distribution, and the WIC Program; and, such use will be further limited for WIC client access on Mondays thru Wednesdays of each week during the term of this Lease Agreement and any extensions thereof.

5. **Rent.** Rent shall be FIVE HUNDRED AND NO/100 DOLLARS ($500.) for each month of the year. Rent shall be payable monthly on or before the 10th day of each month.

6. **Utilities.** Landlord shall be responsible for making provision for and all expenses relating to supplying adequate electricity, gas and water for the Tenant's use of the leased Premises.

7. **Maintenance.** Landlord shall be responsible for all expenses relating to regular maintenance and repair of the building and Leased Premises; provided however, that Tenant shall be responsible for repair of any damage caused by Tenant or Tenant's employees, agents, guests or clients.

8. **Insurance/Indemnification.** Landlord shall bear the sole responsibility for the cost of insurance on said facility, and Landlord shall be obligated to secure and maintain in effect Commercial General Liability Insurance in amounts sufficient to afford Tenant with reasonable protection, the sufficiency of which shall be determined by Tenant. Landlord agrees to supply adequate documentation of such insurance to Tenant. LANDLORD AGREES TO INDEMNIFY AND HOLD HARMLESS TENANT FOR ANY CLAIMS MADE BASED ON TENANT'S OPERATION OF THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREDN (WIC) AT SAID PREMISES.

9. **Taxes.** Tenant shall have no obligation with respect to property taxes, if any, due or payable for the leased Premises.

10. **Assignment.** This Lease Agreement may not be assigned by either party hereto without first securing the written consent of the other party.

11. **Notice.** Any notice required or permitted to be given to a party under this Lease Agreement, shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally recognized courier service for next-day delivery; or (iii) three (3) days after it is deposited in the U.S. certified mail, postage prepaid, return receipt requested, addressed as follows:

If to TENANT:	If to LANDLORD:
City of San Angelo	First United Methodist Church
Attn: WIC Department	Attn: Mike Dankworth, Board Chairman
52 W. College Avenue	1501 N. Broadway Street
San Angelo, Texas 76903	Ballinger, Texas 76821

12. **Termination.** Either Landlord or Tenant may terminate this Lease Agreement by delivering to the other party a written notice of intent to terminate the Lease Agreement at least ninety (90) days prior to the effective date of termination. By such termination, neither party may nullify obligations incurred prior to the effective date of termination.

13. **Default.** Notwithstanding any provision of this Lease Agreement to the contrary, in the event that Landlord defaults in the performance of one or more of its obligations under this Lease Agreement, Tenant shall give Landlord written notice describing the default and providing that Landlord shall have thirty (30) days from receipt of the notice to cure the default and avoid termination of the Lease Agreement.

14. **Contingency Clause.** Funding for this Lease Agreement is contingent on the availability of funds and continued authorization for program activities and the Lease Agreement is subject to amendments or termination due to lack of funds, reduction of funds and/or change in regulations, upon sixty (60) days notice.

15. **Successors.** This Lease shall be binding upon and inure to the benefits of the parties hereto and their respective successor and legal representatives.

DRAFT

16. **Amendments of Lease.** This Lease may be amended only by an instrument in writing signed by Tenant and Tenant.

17. **Entire Agreement.** This Lease Agreement constitutes the entire agreement of the parties concerning the lease of the leased Premises. There are no representations, warranties, agreements, or promises pertaining to the lease of the Premises that are not in this Lease Agreement and any.

EXECUTED on the dates indicated.

LESSOR:

FIRST UNITED METHODIST CHURCH, at Ballinger, Texas

_____

Mike Dankworth, Board Chairman

DATE: _____, 2017

EMAIL: _____

TENANT:

CITY OF SAN ANGELO, d/b/a WIC Program

_____

Daniel Valenzuela, City Manager

DATE: _____, 2017

ATTEST:

_____

Brian Kendrick, City Clerk

DRAFT

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bob Salas, Neighborhood Services Director, WIC, 325-655-0824

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider a resolution authorizing City Manager to execute a Cancellation of Lease and Release Agreement with Lois Smith, d/b/a Town Room/Smith Real Estate, Ballinger, Texas, terminating lease of space for WIC Program (B.Salas)

Summary/History:

Staff is requesting approval to cancel a lease agreement between WIC and Lois Smith, d/b/a Town Room/Smith Real Estate for rental property in Ballinger housing the WIC satellite clinic. Ms. Smith refuses to repair the HVAC system that provides air conditioning to the clinic causing a reduction of client services. Per agreement, she is responsible for the cost of repairs and her refusal violates the terms of the agreement. WIC has found a different location and is in the process of relocating to new spaces, but we need to cancel this agreement. Ms Smith has been notified of cancellation action by the City and her attorney has forwarded a request to cancel lease which is consistent with the mutual agreement from both parties to cancel lease.

Financial Impact:

Cancellation of agreement will allow WIC to redirect monthly rent to new rental spaces. The rent of $500 monthly will include all utilities which will save approximately $200 per month when compared to the previous location.

Other Information/Recommendation:

Attachments:

1.	Resolution - termination of lease	Resolution to terminate lease - Ballinger Clinic.pdf
2.	Request for lease cancellation - Lois Smith	17-555_NS_WIC_SMITH_LSE_TERMINATION_RELEASE_AGREE_PDF.pdf

Presentation:

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

A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE CITY MANAGER TO EXECUTE A CANCELLATION OF LEASE AND RELEASE AGREEMENT WITH LOIS SMITH FOR PURPOSES OF CANCELLING A LEASE OF SPACE UTILIZED BY THE CITY FOR WIC PROGRAM SERVICES AT BALLINGER, TEXAS.

WHEREAS, the City, Lessee, entered into a Lease Agreement with Lois Smith, d/b/a Town Room / Smith Real Estate, Lessor, for clinic space at Ballinger, Texas, for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC); and,

WHEREAS, the HVAC system that provides air conditioning to the clinic is in need of repair or replacement which under the Lease Agreement is the responsibility of Lessor. Lessor has refused to repair or replace the HVAC which has resulted in a reduction of WIC Program services; and,

WHEREAS, City has made arrangements for lease of alternate space in Ballinger that will permit continuation of WIC Program services at Ballinger; and,

WHEREAS, the WIC Program and Lois Smith are agreeable to terms set forth in the Cancellation of Lease and Release Agreement attached hereto which will permit an efficient transition of the Program into the improved facility;

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

1. All of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this resolution; and,

2. The City Manager for the City of San Angelo is hereby authorized to execute a Cancellation of Lease and Release Agreement with Lois Smith and such other documents as may be necessary or convenient for purposes of cancelling the City's lease of office space for operation of the WIC Program at Ballinger, Texas, and effecting an efficient transition of WIC Program services into improved facilities.

PASSED and APPROVED THIS _____ DAY OF _____, 2017.

THE CITY OF SAN ANGELO

_____
Brenda, Gunter, Mayor

ATTEST:

_____
Bryan Kendirck, City Clerk

Approved As to Form:

_____
Theresa James, City Attorney

Approved As to Content:

_____
Robert Salas, Director of Neighborhood
And Family Services

Law Office Of
GENE CLACK
711 Hutchings Avenue
P.O. Box 482
Ballinger, Texas 76821
Phone: (325) 365-4604
Fax: (325) 365-8375

June 28, 2017

Office of the City Attorney
Attn: Dan Saluri
72 W. College Ave.
Suite 310
San Angelo, Texas 76903

Re: Request for Execution of Cancellation and Release Document – Lois Smith

Dear Dan:

Enclosed please find the Cancellation and Release Agreement executed by my client. This document will confirm our agreement that this is in full and final settlement of any issues pertaining to Lois Smith and the lease of her building to WIC. If this is not your understanding, please contact my office immediately.

I appreciate your consideration in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

GENE CLACK
Attorney at Law

GC/pan
Enclosure

cc: Lois Smith

CANCELLATION OF LEASE AND RELEASE AGREEMENT

This LEASE CANCELLATION AND RELEASE AGREEMENT ("Agreement") is made by and between LOIS SMITH, d/b/a TOWN ROOM/SMITH REAL ESTATE, TEXAS ("Lessor"), and CITY OF SAN ANGELO, a home rule municipal corporation, through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) ("Lessee") under that certain Lease dated August 4, 2011, for a term commencing October 1, 2011, and continuing through September 30, 2021 ("Lease") demising certain leased premises described therein ("Leased Premises"), on property located at 702, 704 and 706 Strong Avenue, Ballinger, Texas.

Lessor and Lessee have agreed that the Lease shall be cancelled and terminated **effective July 8, 2017**, in consideration of the mutual covenants set forth below and in accordance with the terms and conditions set forth herein.

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference into this Agreement as though set forth at length.

2. Security Deposit. The parties acknowledge that the Lease does not call for a security deposit and that Lessee has not deposited a security deposit with Lessor.

3. Lease Modification. The term of the Lease shall expire and shall be deemed terminated and cancelled effective on July 8, 2017 ("Termination Date"). Except as modified herein, the Lease shall continue in full force and effect to the Termination Date.

4. Lease Termination and Rent Payment. Rent due under the Lease for July, 2017 shall be prorated on a thirty day month basis through July 8, 2017.

5. Compliance with Obligations. Lessee shall be responsible for all obligations of Lessee under the Lease through the Termination Date, including, without limitation, Lessee's obligation to pay monthly rent and utility charges owing under the Lease. Lessee may cause to be terminated effective July 8, 2017, or thereafter, any accounts that Lessee has for utilities servicing the Leased Premises, it being the obligation of Lessor to provide for utilities from and after the Termination Date.

6. Condition of Premises. On or before the Termination Date, Lessee shall remove all of its trade fixtures and personal property; repair all damage to the Premises caused by such removal; vacate the Premises; leave the Leased Premises in reasonably good, clean condition and repair; and, surrender physical possession thereof to Lessor. Lessor shall notify Lessee in writing of any claim that Lessor may have with respect to the condition of the vacated Leased Premises, except with respect to any heating or air conditioning equipment which are Lessor's responsibility under the Lease, on or before close of business on ~~Monday, June 12~~ Friday, July 14, 2017, or any such claim shall be deemed waived and released pursuant to this agreement. LL

7. Mutual Release. By this Agreement, effective from and after the Termination Date and so long as neither party shall be in default under its obligations hereunder, each party hereto releases the other party from all claims, demands, damages, rights, liabilities, and causes of action of any nature whatsoever, whether at law or equity, known or unknown, suspected or unsuspected, which are related or in any manner incidental to the Lease or the Leased Premises. Each party waives and relinquishes any right or benefit which it has or may have under applicable law regarding waiver of unknown claims to the full extent that it may lawfully waive such rights and benefits, it being the intention of each party to hereby fully, finally, and forever settle and release all of the claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist or may exist hereafter between each party with regard to the Lease or the Leased Premises. This Agreement shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts. Notwithstanding the foregoing to the contrary, this Mutual Release is not intended to release or offset actions by either party for claims arising as a result of a breach of this Agreement. The provisions of this mutual release shall survive completion of this agreement.

8. Knowing Release. In executing this Agreement, each party hereto acknowledges that the party has consulted with and received the advice of counsel and that the parties have executed this Agreement after independent investigation and without fraud, duress, or undue influence.

9. Authority of Lessee. The individual executing this Agreement on behalf of the City of San Angelo, Lessee, represents and warrants that on **July 18, 2017,** the City Council for the City of San Angelo authorized execution of this agreement on behalf of the City. Lois Smith, Lessor, by the execution of this agreement warrants that she is the owner and holder of the Leased Premises and has the power, right and authority to execute this Agreement and to carry out the intent hereof.

10. Attorney Fees. If any party initiates legal proceedings to enforce its rights under this Agreement, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney fees, costs, expenses and disbursements from the other parties.

11. Final and Complete Expression. This Agreement is the final and complete expression of the parties. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all of the parties hereto.

12. Severability. If any provision in this Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

EXECUTED on the dates indicated.

LESSOR:

LOIS SMITH, d/b/a TOWN ROOM/SMITH REAL ESTATE at Ballinger, Texas

Lois Smith

Lois Smith

DATE: June 28, 2017

c/o Gene Clack

EMAIL: gene@geneclack.com

TENANT:

ATTEST:

CITY OF SAN ANGELO, WIC Program

Brian Kendrick, City Clerk

Daniel Valenzuela, City Manager

DATE: _____, 2017

STATE OF TEXAS §
COUNTY OF RUNNELS §

This instrument was acknowledged before me on the 28 day of June, 2017, by LOIS SMITH.

PENNY NEELEY
Notary Public, State of Texas
My Commission Expires
OCT. 1, 2018

Penny Neeley Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2017, by DANIEL VALENZUELA, as City Manager of the CITY OF SAN ANGELO, a Texas home rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO CONTENT

Robert Salas, Director of Neighborhood and Family Services

APPROVED AS TO FORM

Dan T. Saluri, Deputy City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Sandra Villarreal, Director of Health, Health Services, 325.657.4493

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider a resolution accepting the appointment of and enter into contract with Dr. James Vretis as the Local Health Authority to be compensated in the amount of $24,000 per year (S. Villarreal)

Summary/History:

Texas Health and Safety Code, Chapter 121 of the "Local Public Health Reorganization Act" provides local governments with the authority to enforce public health laws as long as the government meets certain public health infrastructures. It is important that the local government continues to be represented by an appointed Local Health Authority. Subchapter B of Chapter 121 defines the role of the "Local Health Authority, appointed by the local/county government or state to administer state and local laws relating to public health with the appointing body's jurisdiction."

With the untimely death of the Local Health Director, Dr. Stephen Seifert who had served in this capacity since 1998, Health Services is seeking approval of the Appointment of Dr. James Vretis as the new Local Health Authority. With Dr. Vretis' appointment and subsequent approval from Council, he will uphold the duties as set forth in Chapter 121 of the Texas Health and Safety Code, as well as assist staff in relation to disease prevention and suppression and review of protocols and medical treatment provided by staff.

Financial Impact:

Compensation is in the amount of $24,000 per year, paid monthly. The funds are budgeted and thus do not seek additional funding from Council.

Other Information/Recommendation:

Attachments:

1.	Local Health Authority State Statute	HD Consent Local Health Authority_State Statute_6_23_16.docx
2.	Local Health Authority Appointment and Oath	HD_James Vretis Appointment and Oath_7_3_17.pdf
3.	Resolution	17-660_HS_DR_VRETIS_HEALTH_AUTHORITY_K_RESO.docx
4.	Contract	17-660_HS_VRETIS_HEALTH_AUTHORITY_K.docx

Presentation:

Approvals/Reviews:

Sandra Villarreal	Created/Initiated
Sandra Villarreal	Approved

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

SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the board.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Certificate of Appointment
for a
Health Authority

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

_____**Commissioners Court for** _____ **County**

_____**Governing Body for the Municipality of** _____

✓ **Director,** San Angelo - Tom Green Co. Health Dept. **Health Department**

_____**Director,** _____**Public Health District**

I, Sandra J. Villarreal**, acting in my capacity as:**
(*Check the appropriate designation below*)

_____**County Judge or Designee**
_____**Mayor or Designee**
✓ **Non-physician and the Local Health Department Director**
_____**Non-physician and the Public Health District Director**

do hereby certify the physician, Dr. James Vretis**, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),**

✓ **Health Authority**
_____ **Health Authority Designee**

for the jurisdiction of San Angelo & Tom Green Co.**, Texas.**

Date term of office begins July 3**, 20**17

Date term of office ends July 2**, 20**19**, unless removed by law.**

I certify to the above information on this the 3rd **day of** July**, 20**17

Sandra J. Villarreal
Signature of Appointing Official

Revised by DSHS Division of Regional and Local Health Services, July 13, 2016

OATH OF OFFICE

For Health Authorities in the State of Texas

I, James Vretis, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority 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.

James Vretis
Affiant

PO Box 188, Cadiz, Tx 76934
Mailing Address ZIP

880 431 1467
(Area Code) Phone Number (day and evening)

jvretis@c4tm.us
Email Address

SWORN TO and subscribed before me this 3rd day of July, 2017.

Bryan Kendrick
Notary Public,
State of Texas
Expires: 09/03/2019

(Seal)

Signature of Person Administering Oath

Bryan Kendrick
Printed Name

City Clerk
Title

THE CITY OF SAN ANGELO TEXAS

Revised by DSHS Division for Regional and Local Health Services, June 3, 2016

THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I James VRETIS 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.

Affiant's Signature

James VRETIS

Printed Name

Local Health Authority

Position to Which Elected/Appointed

San Angelo, TX

City and/or County

SWORN TO and subscribed before me by affiant on this 3rd **day of** July **20**17.

Signature of Person Authorized to Administer Oaths/Affidavits

(Seal)

Bryan Kendrick

Printed Name

City Clerk

Title

Bryan Kendrick
Notary Public,
State of Texas
Expires: 09/03/2019

Pursuant to Tex. Const. Art. XVI, §1(b). Revised by DSHS Division for Regional and Local Health Services, July 13, 2016

A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS, APPROVING THE APPOINTMENT OF DR. JAMES G VRETIS, DO, AS THE CITY HEALTH AUTHORITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES.

WHEREAS, The City Health Director has appointed Dr. James G Vretis, DO, as the City's Health Authority pursuant to Section 121.033 of the Texas Health and Safety Code and Section 2.06.211 of the Code of Ordinances of the City of San Angelo; and,

WHEREAS, appointment of the Health Authority for the City is subject to approval of City Council; and,

WHEREAS the duties of the municipal Health Authority are set forth in the Texas Health and Safety Code and shall be performed pursuant to a Professional Services Agreement between the City and the appointed Health Authority;

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

Section 1. The City of San Angelo City Council hereby approves the appointment of Dr. James G. Vretis, DO, as the Health Authority for the City pursuant to Section 121.033 of the Health and Safety Code, and Section 2.06.211 of the City of San Angelo Code of Ordinances.

Section 2. The appointment shall be for a period of two years from and after July 3, 2017.

Section 3. The City Manager is authorized to execute a Professional Services Agreement with Dr. James G. Vretis, DO, for services as the Health Authority for the City of San Angelo, in substantially the attached form.

APPROVED AND ADOPTED ON THE _____DAY OF _____, 2017.

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

Attest:

_____
Bryan Kendrick, City Clerk

Approved As to Content:

_____
Sandra Villarreal, Health Director

Approved As to Form:

_____
Theresa James, City Attorney

PROFESSIONAL SERVICES AGREEMENT
HEALTH AUTHORITY

This Agreement is entered into this ___ day of _____, 2017 by and between the City of San Angelo, a municipal corporation of the State of Texas ("City") and JAMES G. VRETIS, DO ("Provider"), in consideration of the mutual promises herein contained.

RECITAL

A. Pursuant to Section 121.033 of the Texas Health and Safety Code the city shall appoint a physician as the Health Authority for the City; and,

B. The City Health Director has appointed Provider as the City's Health Authority pursuant to Section 2.06.211 of the Code of Ordinances of the City of San Angelo; and,

C. City Council has ratified the appointment of JAMES G. VRETIS, DO as the City's Health Authority, and wishes to engage the services of Provider, and Provider wishes to perform Services for City, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and City agree as follows:

1. TERM

A. The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

B. The term of this Agreement shall be for two (2) years commencing on July 3, 2017 (the "Effective Date") and continuing through June 30, 2019, unless terminated earlier as provided for in this Agreement.

2. SCOPE OF SERVICE

A. Provider agrees to perform administrative services for City, which services include, but are not limited to, the following:

1. Serve as the Health Authority for City, performing the duties set forth in Texas Health and Safety Code, Chapter 121, Subchapter B as currently written or hereafter amended;

2. Assist City's Health Department in relation to disease prevention and suppression;

3. Review protocols of medical treatment and procedures;

4. Coordinate hours of service with the Health Services Director;

5. Perform other duties as prescribed by applicable state or federal law.

These services specifically do not include the provision of direct medical diagnosis or treatment of patients.

B. Provider represents and warrants to City that:

1. Provider is a competent physician with a reputable professional standing who is legally qualified to practice medicine in the State of Texas; and
2. Provider is a resident of the State of Texas.

3. COMPENSATION

In consideration of providing services under this Agreement, Provider shall be paid Two Thousand and No/100 Dollars ($2,000.00) per calendar month during the term of this Agreement, beginning July 2017. Payment shall be made on or before the 30th day of each month following the month in which the services were rendered.

4. RECORDS

City shall maintain any patient records, and such records shall remain the property of City unless an individual patient authorizes release of his or her medical records in writing to another party.

5. VENUE

Venue for any cause of action arising under this Agreement is Tom Green County, Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance. 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.

6. INDEMNIFICATION

Provider 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 Services contemplated by this Agreement 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 Provider or its employees, agents or sub-providers (collectively referred to as "Provider"), 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) of the Indemnitees, or any of them or (ii) the failure of Provider to comply with any of the provisions applicable to Provider herein or the failure of Provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, 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 Provider's sub-providers for which

Provider's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

7. 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 City, 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 City to Provider while Provider was in default shall be immediately returned to City. 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 the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by City in the re-procurement of the Services, including consequential and incidental damages.

8. RESOLUTION OF CONTRACT DISPUTES

Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his/her review, mediation and resolution, prior to Provider being entitled to seek judicial relief in connection therewith. Provider shall not be entitled to seek judicial relief unless: (i) it has first received the City Manager's written decision, subject to approved by City Council if the resolution relates to compensation hereunder that exceeds Twenty-five Thousand and NO/100 Dollars ($25,000.), or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (ninety (90) days if the City Manager's decision is subject to City Council approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

9. CITY'S TERMINATION RIGHTS

A. City 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, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any compensation in addition to that provided for herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any

amounts to Provider and Provider shall reimburse to City all amounts received while Provider was in default under this Agreement.

10. INDEMNIFICATION

1. <u>GENERAL INDEMNIFICATION</u>. PROVIDER 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 PROVIDER 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 PROVIDER, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF PROVIDER AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY PROVIDER HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE PROVIDER TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

2. <u>PROSPECTIVE APPLICATION</u>. 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 (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF PROVIDER IN PERFORMING UNDER THIS AGREEMENT.

3. <u>RETROACTIVE APPLICATION.</u> THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL EXTEND NOT ONLY TO CLAIMS AND ASSESSMENTS

OCCURRING DURING THE TERM OF THIS AGREEMENT BUT RETROACTIVELY TO CLAIMS AND ASSESSMENTS WHICH MAY HAVE OCCURRED DURING THE TERM OF PREVIOUS AGREEMENTS BETWEEN CITY AND PROVIDER.

11. INSURANCE

Provider 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 performance of the services 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 services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider 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 provider 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

1. <u>GENERAL CONDITIONS.</u> The following conditions shall apply to all insurance policies obtained by Provider for the purpose of complying with this Agreement.

a) <u>Satisfactory Companies</u>. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

b) <u>Named Insureds</u>. All insurance policies required herein shall be drawn in the name of Provider, 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.

c) <u>Waiver of Subrogation</u>. Provider 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.

d) <u>Certificates of Insurance</u>. At or before the time of execution of this Agreement, Provider 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, Provider 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.

e) Provider's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of the indemnification provisions of 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.

2. 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:

a) Professional Liability—Errors and Omissions. This policy 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. Coverage shall be as follows:

$ 200,000. Per Claim

$ 1,000,000. Aggregate

3. DEFINITIONS:

"CITY" can also be known as "owner"

"PROVIDER" can also be known as "Provider" or "Professional"

"CONTRACT" can also be known as "Agreement" or "Contract"

"PREMISES" can also be known as "Contracted Premises"

12. NONDISCRIMINATION

Provider represents and warrants to City 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.

13. ASSIGNMENT

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

14. 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:	**TO PROVIDER:**
City of San Angelo Attn: Health Director 72 W. College Ave. San Angelo, Texas 76903	James G. Vretis, DO. P.O. Box 188 Carlsbad, Texas 76934

15. MISCELLANEOUS PROVISIONS

A. This Agreement shall be construed and enforced according to the laws of the State of Texas.

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.

16. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

17. INDEPENDENT PROVIDER

Provider has been procured and is being engaged to provide services to City as an independent provider, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees.

18. AMENDMENTS

City 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 City and Provider, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Provider from their respective obligations under this Agreement.

19. CONTINGENCY CLAUSE

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

20. REAFFIRMATION OF REPRESENTATIONS

Provider hereby reaffirms all of the representations contained in this Agreement.

21. ENTIRE AGREEMENT

This instrument constitutes 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.

(Signature Page to Follow)

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

CITY OF SAN ANGELO

ATTEST:

_____ By:_____

Bryan Kendrick, City Clerk Daniel Valenzuela, City Manager

Date: _____

"PROVIDER"
JAMES G. VRETIS, DO

_____

EMAIL: _____

APPROVED AS TO FORM AND APPROVED AS TO INSURANCE

_____ _____

Dan T. Saluri, Deputy City Attorney Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

_____

Sandra J. Villarreal, Health Director

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider a resolution approving an easement release of a 20-foot wide by 126.04-foot long water easement within the Third Replat in Tract 1, Section 29, Block 46, The Bluffs Addition, generally located approximately 740 feet northeast of FM 2288 and Houston Harte Expressway Frontage Road, on 0.057 acres (J. James)

Summary/History:

The easement which was originally intended for a public fire hydrant would have encroached into HEB's new fuel station. Releasing this easement will facilitate construction of the fuel station with a relocated fire hydrant. It would also allow the applicant to remove reference to the easement from pending replat which would combine 2 lots in order to allow the main HEB store, car wash, and fuel station to be located on one contiguous property.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their regular meeting on June 19, 2017, where they recommended APPROVAL unanimously.

Attachments:

1.	Staff Report	PL_Easement Release HEB report.pdf
2.	Draft Resolution	PL_HEB_WATER_EASEMENT_RESOLUTION.docx
3.	Draft Release of Easement	PL_HEB_WATER_EASEMENT_RELEASE.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

CITY COUNCIL – July 18, 2017
STAFF REPORT

APPLICATION TYPE:	CASE:
Easement Release	Easement Release: HEB Grocery Company, LP (Third Replat in Tract 1, Section 29, Block 46, The Bluffs Addition)

SYNOPSIS:

The applicant has requested release of a 20-foot by 126.04-foot water easement that was recorded as part of the Third Replat in Tract 1, Section 29, Block 46 of The Bluffs Addition. The easement which was originally intended for a public fire hydrant would have encroached into HEB's new fuel station. Releasing this easement will facilitate construction of the fuel station with a relocated fire hydrant. It would also allow the applicant to remove reference to the easement from the Sixth Replat, combining Lot 4 of the Third Replat with Lot 2A of the Fourth Replat to allow the main HEB store, car wash, and fuel station to be located on one contiguous property. Approval by City Council is required for official release and abandonment of the easement per Chapter 4.I.F of the *Land Development and Subdivision Ordinance.* Planning Staff circulated all relevant public and private utility companies and there were no responses in opposition to the request. Engineering Services has no objections to the release of the easement as there are no City water or sewer lines within the easement area.

LOCATION:	LEGAL DESCRIPTION:
5510 Houston Harte Expressway Frontage Road, approximately 740 feet northeast of FM 2288 and Houston Harte Expressway Frontage Road	Being a 20-foot wide water easement within Lot 4, Block 46 of the Third Replat in Tract 1, Section 29, Lot 1A and Lot 4, Block 46 of The Bluffs Addition

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
SMD District #3 – Harry Thomas Bluffs Neighborhood	CG – General Commercial	C – Commercial	-/+ 2520.80 square feet

THOROUGHFARE PLAN:

Houston Harte Expressway Frontage Road (TXDOT) – Urban Arterial Street (TXDOT road, no City specifications)

NOTIFICATIONS:

N/A

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the Easement Release, **subject to the two Conditions of Approval** described below.

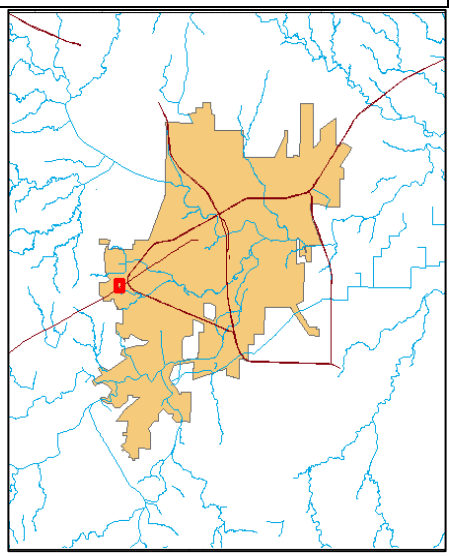
PROPERTY OWNER/PETITIONER:

Property Owner: HEB Grocery Company, LP

Applicant: SKG Engineering, LLC
Herb Hooker

STAFF CONTACT:

Jeff Fisher,
Senior Planner
(325) 657-4210, Extension 1550
jeff.fisher@cosatx.us



Planning Commission Recommendation:

On June 19, 2017, the Planning Commission recommended **APPROVAL** of the Easement Release of a 20-foot wide by 126.04-foot long water easement on the subject property. The following is the complete excerpt of the minutes from the June 19, 2017, meeting for this case:

Jeff Fisher, Senior Planner, outlined the proposed request for an Easement Release of a water easement located on the new HEB site at FM 2288 and Houston Harte Expressway Frontage Road. He explained that HEB was planning to erect a new fuel station on the property and the existing water easement was no longer required. Mr. Fisher concluded his presentation by outlining Staff's recommendation to approve the said easement which will require Council approval.

Chairperson Priess opened the meeting for public comment, but there was none.

Commissioner Stribling made a Motion to recommend APPROVAL of the proposed Easement Release as presented, and Commissioner Crisp seconded the Motion. The Motion passed unanimously, 6-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Easement Release of a 20-foot by 126.04-foot water easement within Lot 4, Block 46 of the Third Replat in Tract 1, Section 29, Lot 1A and Lot 4, Block 46 of The Bluffs Addition, **subject to following two Conditions of Approval:**

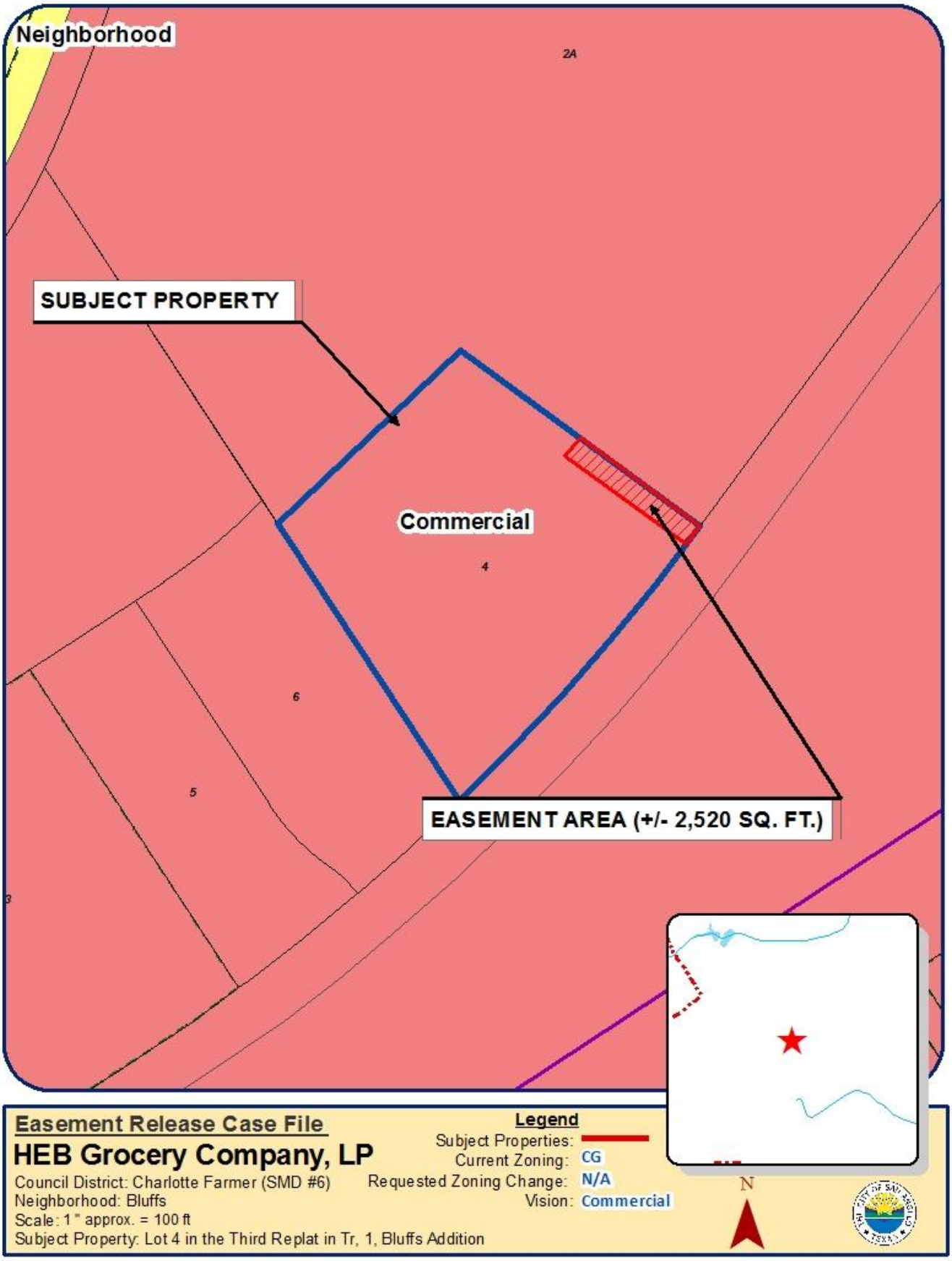
1. A resolution shall be approved by City Council for release of said easement, and that an instrument be filed on record with the County Clerk's Office.

2. A revised replat for the "Sixth Replat in Tract 1, Section 29, Block 46, The Bluffs Addition" showing this easement removed shall not be recorded until the above easement release has been approved and recorded.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Location of Easement on Original Replat
Field Notes
Applicant's Letter of Intent

2A
SUBJECT PROPERTY
4
6
5
3
EASEMENT AREA (+/- 2,520 SQ. FT.)
Source: Esri, DigitalGlobe, GeoEye, USDA, USGS, AEX, Getmapping, User Community
Easement Release Case File
HEB Grocery Company, LP
Council District: Charlotte Farmer (SMD #6)
Neighborhood: Bluffs
Scale: 1 " approx. = 100 ft
Subject Property: Lot 4 in the Third Replat in Tr, 1, Bluffs Addition
Legend
Subject Properties:
Current Zoning: CG
Requested Zoning Change: N/A
Vision: Commercial
N


Neighborhood
2A
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EASEMENT AREA (+/- 2,520 SQ. FT.)
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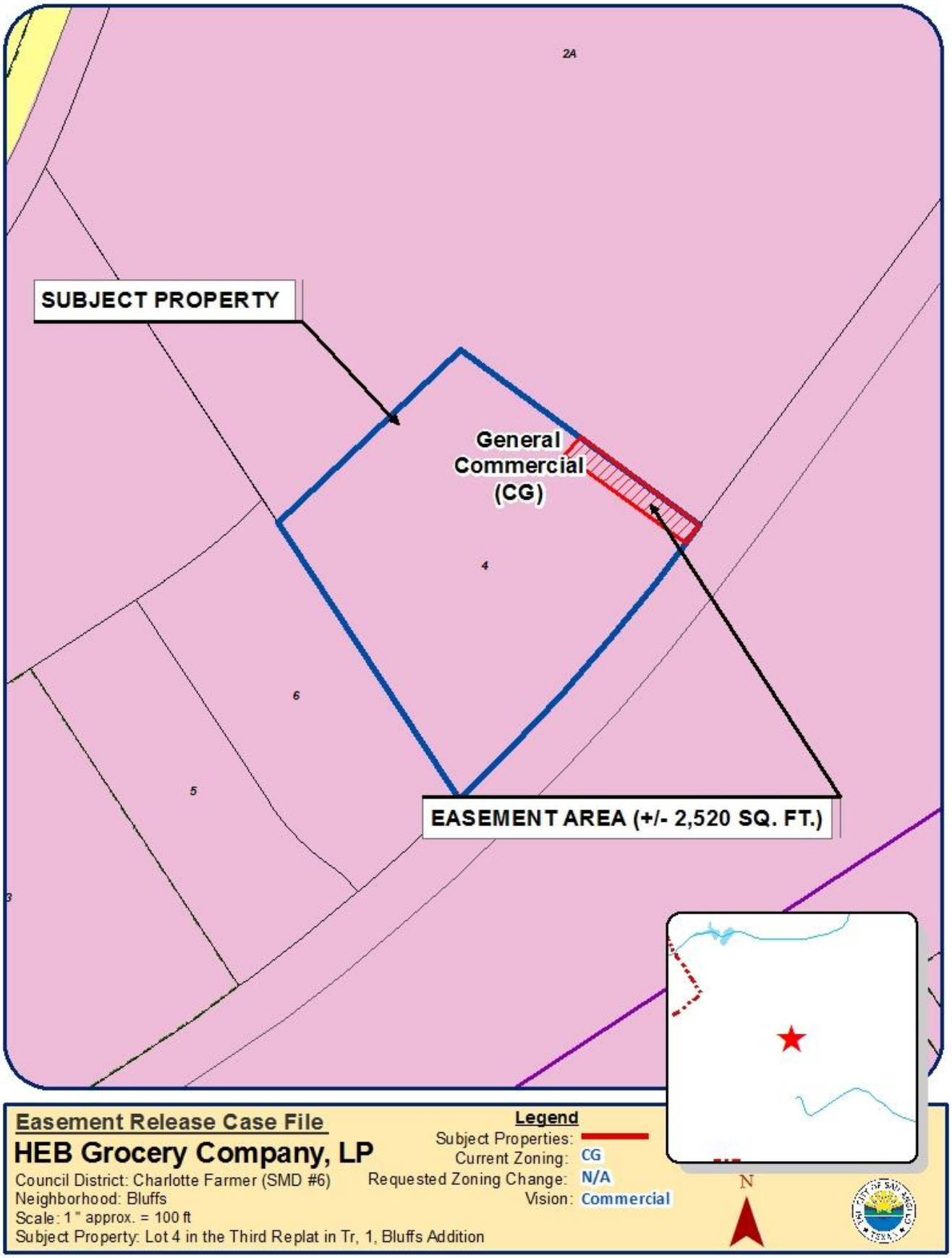
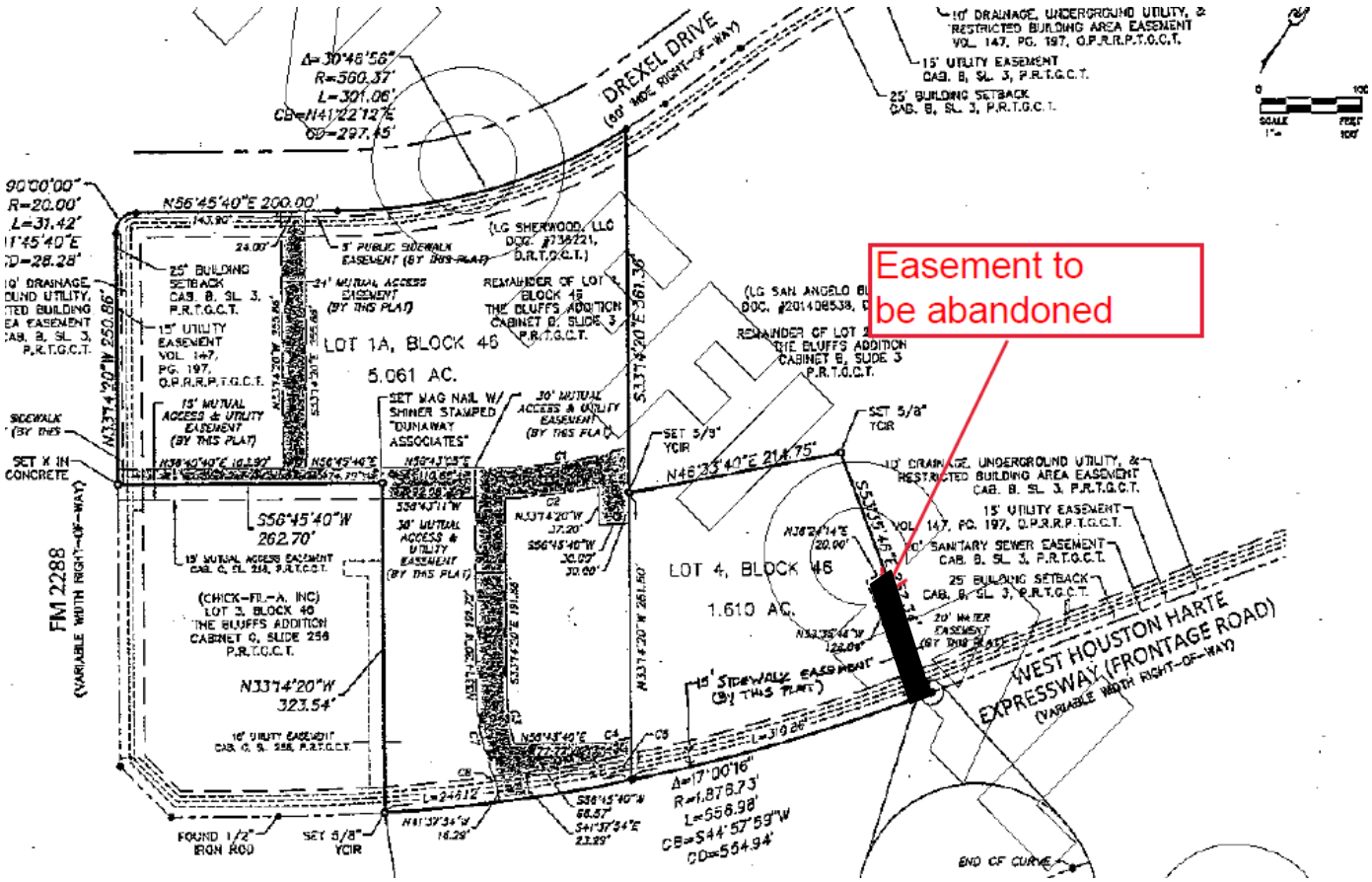
Requested Zoning Change: N/A
Vision: Commercial
N


2A
SUBJECT PROPERTY
General Commercial (CG)
4
6
5
3
EASEMENT AREA (+/- 2,520 SQ. FT.)
Easement Release Case File
HEB Grocery Company, LP
Council District: Charlotte Farmer (SMD #6)
Neighborhood: Bluffs
Scale: 1 " approx. = 100 ft
Subject Property: Lot 4 in the Third Replat in Tr, 1, Bluffs Addition
Legend
Subject Properties:
Current Zoning: CG
Requested Zoning Change: N/A
Vision: Commercial
N

Location of Easement on Original Replat



Field Notes

FIELD NOTES

20' Water Easement

May 24, 2017
17-S-318

Being a 20.00 feet wide Water Easement out of Lot 4, Block 46, Third Replat in Tract 1, Section Twenty-Nine, Lot 1A and Lot 4, Block 46, The Bluffs Addition, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet G, Slide 335, Plat Records of Tom Green County, Texas and said Water Easement being more particularly described by metes and bounds as follows:

Beginning at the east corner of this Water Easement and said Lot 4 and being in the northwest right-of-way line of West Houston Harte Expressway (Frontage Road);

Thence with the southeast line of this Water Easement and said Lot 4 and the northwest line of said West Houston Harte Expressway (Frontage Road) with a curve to the right, having a radius of 1876.86 feet, central angle for this part traversed of 00° 36' 38", arc length of 20.00 feet and whose long chord bears S. 36° 46' 07" W. 20.00 feet to the south corner of this Water Easement;

Thence with the southwest line of this Water Easement, N. 53° 35' 46" W. 126.04 feet to the west corner of this Water Easement;

Thence with the northwest line of this Water Easement, N. 36° 24' 14" E. 20.00 feet to the north corner of this Water Easement;

Thence with the northeast line of this Water Easement, S. 53° 35' 46" E. 126.17 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

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

Letter of Intent

May 24, 2017

Authority Having Jurisdiction (AHJ)

RE: Letter of Intent to Abandon 20-foot Water Easement
Replat of Lot 2A and 4
The Bluffs Addition

Dear Sir or Madam:

On behalf of the property owners of The Bluffs Addition, a request is hereby submitted that the easement referenced above and filed in Tom Green County Records, Cabinet G, Slide No. 339 filed 11/30/2016, be removed from all records.

This easement was granted in 2016, when the developer at that time was planning to keep Lot 2A and Lot 4 as separate. The easement was originally added to allow for the installation of a public fire hydrant.

Since then, the current owner, HEB Grocery Company, has made the decision to replat both lots as one Lot 2B. The area which was formally lot 4, will now be developed into a fuel station adjacent to the proposed grocery store. To prevent the fuel station from encroaching onto the recorded easement, the Owner is requesting to abandon it. With the development of the fuel station, a private fire hydrant will be added on site.

Please take action on this request for abandonment of easement as soon as possible.

Sincerely,

By: Mark Vaclavik

Name: Mark Vaclavik, PE, LEED AP
Title: Engineer
646 S. Flores Street
San Antonio, TX 78204

HEB Grocery Company, LP,
a Texas limited partnership

RESOLUTION

A RESOLUTION ABANDONING, VACATING AND RELEASING A 20-FOOT WIDE WATER UTILITY EASEMENT LOCATED AT 5510 HOUSTON HARTE EXPRESSWAY, LOT 4 BLOCK 46, THIRD REPLAT, TRACT 1, SECTION TWENTY-NINE, LOT 1A AND LOT4, BLOCK 46, THE BLUFFS ADDITION TO THE CITY OF SAN ANGELO; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF EASEMENT THEREFORE

WHEREAS, there was dedicated to City of San Angelo a certain twenty foot wide water utility easement on the Third Replat, Tract 1, Section 29, Block 46 of the Bluffs Addition, Tom Green County, Texas, recorded on November 4, 2016, in Official Public Records of Real Property, Tom Green County, Texas, Cabinet G, Slide No. 335;

WHEREAS, the City Council for the City of San Angelo determines that the said water utility easement existing within the bounds of the Bluffs Addition, Third Replat, Tract 1, Section 29, Block 46 depicted and described on **Exhibit "A"**, attached hereto, is no longer needed for any identifiable public purpose now or in the foreseeable future, and it is in the public interest to abandon, vacate and release the said easement;

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

(a) That the City Council of the City of San Angelo, Texas, finds that the said water utility easement as described and depicted on **Exhibit "A",** attached hereto, existing within the bounds of the Bluffs Addition, Third Replat, Tract 1, Section 29, Block 46, is no longer needed for any identifiable public purpose now or in the foreseeable future, and should be abandoned, vacated and released.

(b) That the City Manager of the City of San Angelo is hereby authorized to execute and deliver a formal instrument officially abandoning, vacating and releasing the said water utility easement established as part of the approved plat, filed for record in Official Public Records, Tom Green County, described and depicted on **Exhibit "A"**, attached hereto.

PASSED, APPROVED AND ADOPTED on this the ____ day of _____, 2017.

THE CITY OF SAN ANGELO, TEXAS

_____
Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

Approved As To Content:

_____
Jon James, AICP, Director of
Planning and Development Services

Approved As To Form:

_____
Theresa James, City Attorney

EXHIBIT "A"
1 OF 2 Pages

FIELD NOTES

20' Water Easement

May 24, 2017
17-S-318

Being a 20.00 feet wide Water Easement out of Lot 4, Block 46, Third Replat in Tract 1, Section Twenty-Nine, Lot 1A and Lot 4, Block 46, The Bluffs Addition, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet G, Slide 335, Plat Records of Tom Green County, Texas and said Water Easement being more particularly described by metes and bounds as follows:

Beginning at the east corner of this Water Easement and said Lot 4 and being in the northwest right-of-way line of West Houston Harte Expressway (Frontage Road);

Thence with the southeast line of this Water Easement and said Lot 4 and the northwest line of said West Houston Harte Expressway (Frontage Road) with a curve to the right, having a radius of 1876.86 feet, central angle for this part traversed of 00° 36' 38", arc length of 20.00 feet and whose long chord bears S. 36° 46' 07" W. 20.00 feet to the south corner of this Water Easement;

Thence with the southwest line of this Water Easement, N. 53° 35' 46" W. 126.04 feet to the west corner of this Water Easement;

Thence with the northwest line of this Water Easement, N. 36° 24' 14" E. 20.00 feet to the north corner of this Water Easement;

Thence with the northeast line of this Water Easement, S. 53° 35' 46" E. 126.17 feet to the place of beginning.

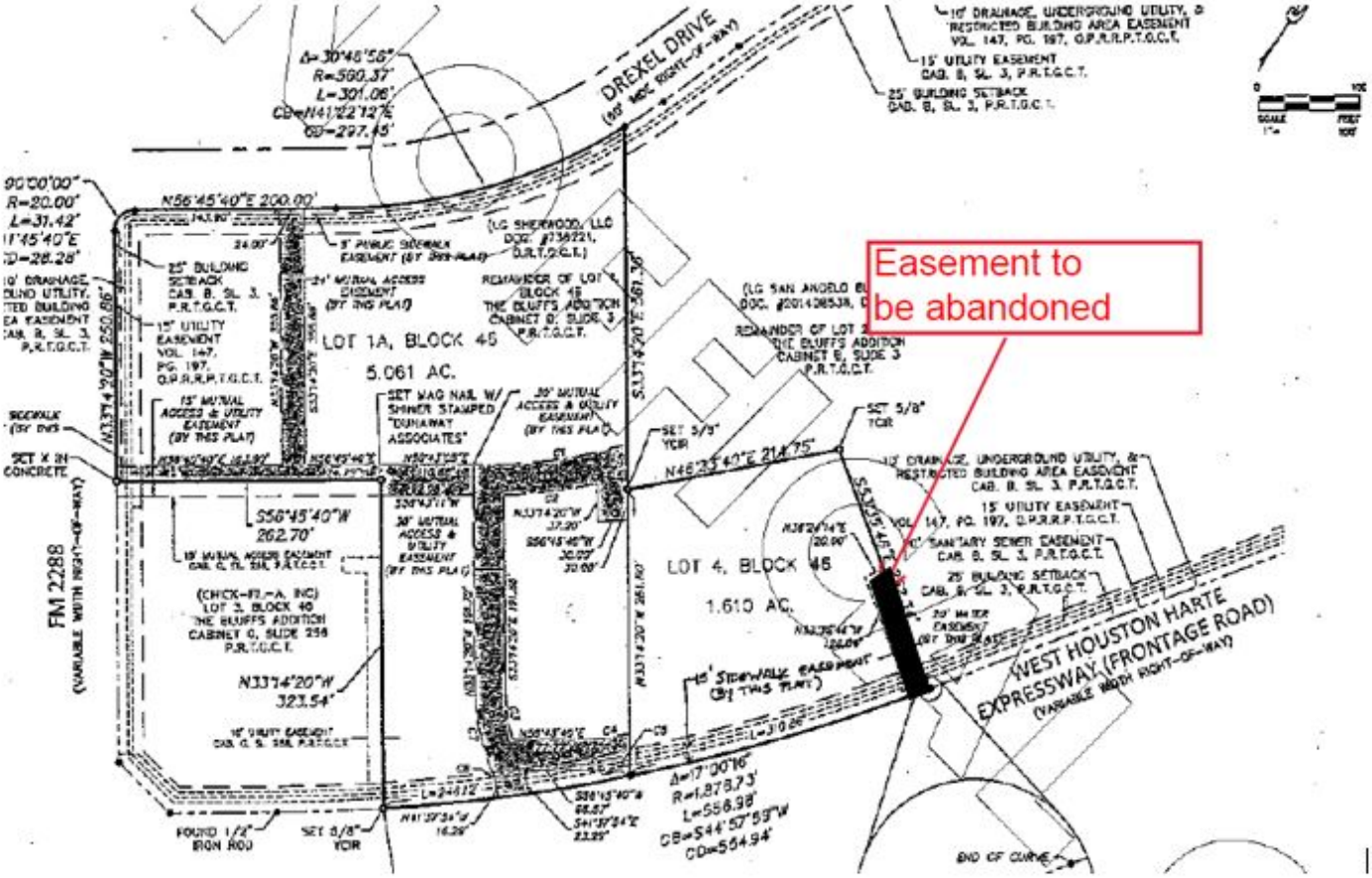
See Attached Plat of Survey.

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

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

Exhibit "A" Page 2 of 2

Location of Easement on Original Replat



RELEASE OF EASEMENT

Description of Easement and Recording Data: That certain Water Easement as described and depicted on **Exhibit "A",** attached hereto, at or about 5510 Houston Harte Expressway Frontage Road, existing within the bounds of the Third Replat, Tract 1, Section 29, Block 46 of the Bluffs Addition, Tom Green County, Texas, recorded on November 4, 2016, in Official Public Records of Real Property, Tom Green County, Texas, Cabinet G, Slide No. 335

Easement Grantee: Easement by dedication to City of San Angelo, Tom Green County, Texas.

Description of Property and Local Address: Lot 4, Block 46, Third Replat in Tract 1, Section Twenty-Nine, Lot 1A and Lot 4, Block 46, The Bluffs Addition, City of San Angelo, Tom Green County, Texas as per plat recorded on November 4, 2016, in Cabinet G, Slide 335, Plat Records of Tom Green County, Texas; and having a street address of 5510 Houston Harte Expressway Frontage Road, San Angelo, Tom Green County, Texas.

Current Owner of Property and Owner's Address:
HEB GROCERY COMPANY, LP
Arsenal N/2 646 S. Main
San Antonio, Texas 78204

Consideration: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantee.

NOW THEREFORE, the City of San Angelo, Texas, pursuant to Resolution duly made and adopted on the 18th day of July, 2017, has abandoned and does hereby evidence abandonment, vacation and release the described Water Easement.

EXECUTED THIS _____ day of _____, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

_____
Daniel Valenzuela, City Manager

_____
Bryan Kendrick, City Clerk

STATE OF TEXAS §
§
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on _____, 2017, by Daniel Valenzuela, as City Manager of the City of San Angelo, a Texas home-rule municipal corporation, on behalf of such corporation.

_____
Notary Public, State of Texas

EXHIBIT "A"
1 OF 2 Pages

FIELD NOTES

20' Water Easement

May 24, 2017
17-S-318

Being a 20.00 feet wide Water Easement out of Lot 4, Block 46, Third Replat in Tract 1, Section Twenty-Nine, Lot 1A and Lot 4, Block 46, The Bluffs Addition, City of San Angelo, Tom Green County, Texas as per plat recorded in Cabinet G, Slide 335, Plat Records of Tom Green County, Texas and said Water Easement being more particularly described by metes and bounds as follows:

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See Attached Plat of Survey.

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

STATE OF TEXAS
REGISTERED
RUSSELL T. GULLY
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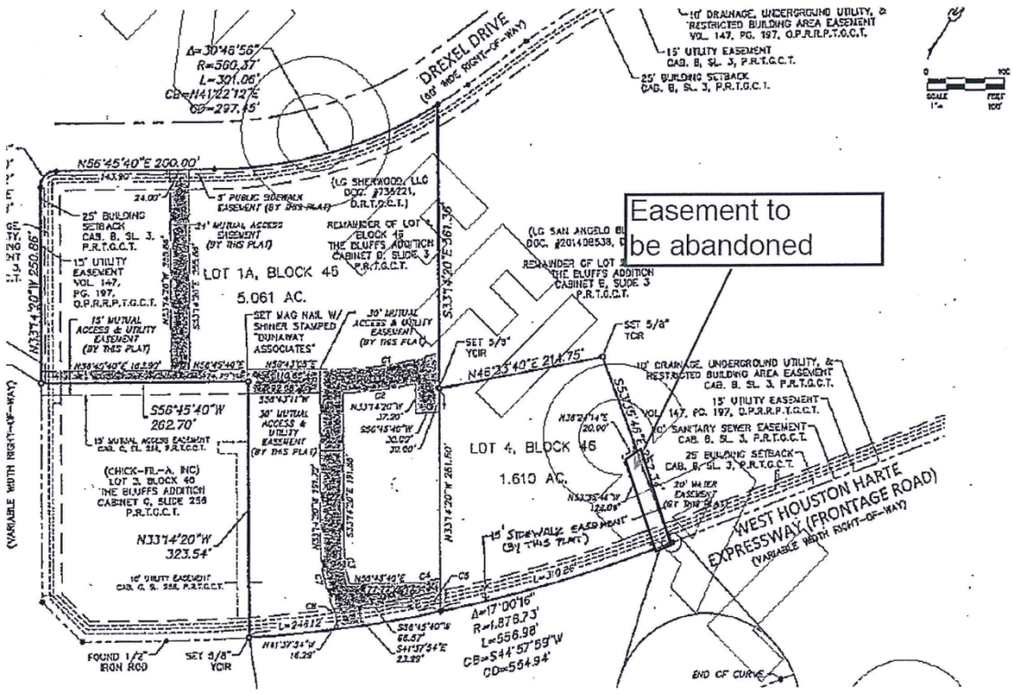
LAND SURVEYOR

EXHIBIT "A"
2 OF 2 Pages

Location of Easement on Original Replat



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Second reading of an ordinance approving a request for the vacation and abandonment of an approximate 0.416-acre (18,107 s.f.) segment of the North Harrison Street public street right-of-way, generally located between Woodlawn Drive and Forest Park Avenue (J. James)

Summary/History:

The Parks Department has received a grant to renovate City parks and the abandonment at Brentwood Park was chosen as this would have the potential to provide parking for a park that currently has no off-street parking. Furthermore, closure of the street segment would allow for a continuous trail loop that would be free from vehicular traffic and would thus provide safety to pedestrians utilizing the trail system.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their regular meeting on May 15, 2017, and recommended APPROVAL unanimously. City Council voted to APPROVE this item, unanimously, at its June 20, 2017, meeting.

Attachments:

1. Staff Report PZ_COSA_ROW Vacation_N Harrison_Brentwood Park_Staff Report.docx
2. Draft Ordinance 17-573_PLANN_N_HARRISON_ABANDON_ORD 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

STAFF REPORT

City Council Meetings: June 20, 2017
July 18, 2017

To: City Council

From: Jon James, AICP
Director

Through: Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Case: Street Abandonment – North Harrison Street, Brentwood Park

Request: A request to approve the vacation and abandonment of an approximate 0.416-acre (18,107 s.f.) segment of the North Harrison Street public street right-of-way

Location: An unaddressed tract of land, generally located between Woodlawn Drive and Forest Park Avenue

Legal Description: Volume 1, Pages 126 through 134, Official Plat Records of Tom Green County, TX

Size: Approximately 382 feet in length

General Information

Future Land Use: Open Space

Zoning: Single Family Residential (RS-1)

Existing Land Use: Local Street

Surrounding Zoning / Land Use:

North:	Single Family Residential (RS-1)	Single-family residences
West:	Single Family Residential (RS-1)	Single-family residences and open space
South:	Single Family Residential (RS-1)	Single-family residences
East:	Single Family Residential (RS-1)	Single-family residences and open space

District: SMD #2 – Tom Thompson

Neighborhood: Angelo Heights

Thoroughfares/Streets: Per the Master Thoroughfare Plan (MTP), North Harrison Street is identified as a local street. A local street carries light neighborhood traffic at low speeds.

History and Background:

On December 13, 2016, City Staff met to discuss the possible right-of-way abandonment of North Harrison Street at a segment that runs through Brentwood Park. The Parks Department has received a grant to renovate City parks and the abandonment at Brentwood Park was chosen as the abandonment would have the potential to provide parking for a park that currently has no off-street parking. Furthermore, closure of the street segment would allow for a continuous trail loop that would be free from vehicular traffic and would thus provide safety to pedestrians utilizing the trail system.

A Community Meeting was held at Austin Elementary School on March 9, 2017, to meet with residents and discuss any proposed improvements. Approximately six individuals attended to discuss the proposed abandonment. One resident in particular

was concerned about the quality of our City streets and wanted the grant money used to fix the road conditions.

Analysis:

A site visit recorded that few cars utilized North Harrison Street as a passage between Woodlawn Drive and Forest Park Avenue. Rather, North Van Buren was frequently traveled by vehicles. Thus, Staff believes that closing this section of North Harrison Street would not adversely affect traffic conditions. Moreover, North Harrison Street is also not shown as developing beyond its capacity as a local street in the Master Thoroughfare Plan.

Notification:

On April 24, 2017, 157 notifications were mailed out to surrounding properties of the subject site. As of May 3, 2017, there were zero responses in favor and zero responses in opposition of the request.

Planning Commission:

On May 15, 2017, the Planning Commission recommended **APPROVAL** of the applicant's request for a ROW Abandonment for the section of North Harrison that runs through Brentwood Park. The following is the complete excerpt of the minutes from the May 15, 2017, meeting for this case:

Public hearing and consideration of a request for approval of the vacation and abandonment of an approximate 0.416-acre (18,107 s.f.) segment of the North Harrison Street public street right-of-way; generally located between Woodlawn Drive and Forest Park Avenue; approximately 282 feet in length.

Kristina Heredia, Planner, outlined the proposed request for a street right-of-way abandonment to allow for an expanded City park. She indicated the zoning was RS-1 and displayed photos of the area for the Commissioners and the public. Ms. Heredia outlined Staff's rationale for approval which included that the area was underutilized as a passage between Woodlawn Drive and Forest Park Drive; that the abandonment will not adversely affect traffic conditions; and that North Harrison Street is not shown as requiring any improvements as per the City's Master Thoroughfare Plan (MTP). Ms. Heredia further indicated that 157 notifications were mailed out to surrounding property owners and Staff had not received any responses in favor or against the request.

Commissioner Jackson asked if the abandonment area would be added to the existing park in the area. Ms. Heredia responded this was correct.

There was no public comment.

Commissioner Jackson made a Motion to recommend APPROVAL of the Street Right-Of-Way Abandonment request as presented, and Commissioner Stribling seconded the Motion. The Motion passed unanimously 6-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** the North Harrison Street Abandonment, **subject to the following Condition of Approval:**

1. Submit, obtain approval, and official recording of a subdivision replat absorbing the subject street right-of-way to be vacated and abandoned into the adjacent lot(s), Park Blocks B and C, meeting all requirements of the Land Development and Subdivision Ordinance.

Attachments:

Aerial Map
Zoning Map
Site Photos

Street ROW Abandonment

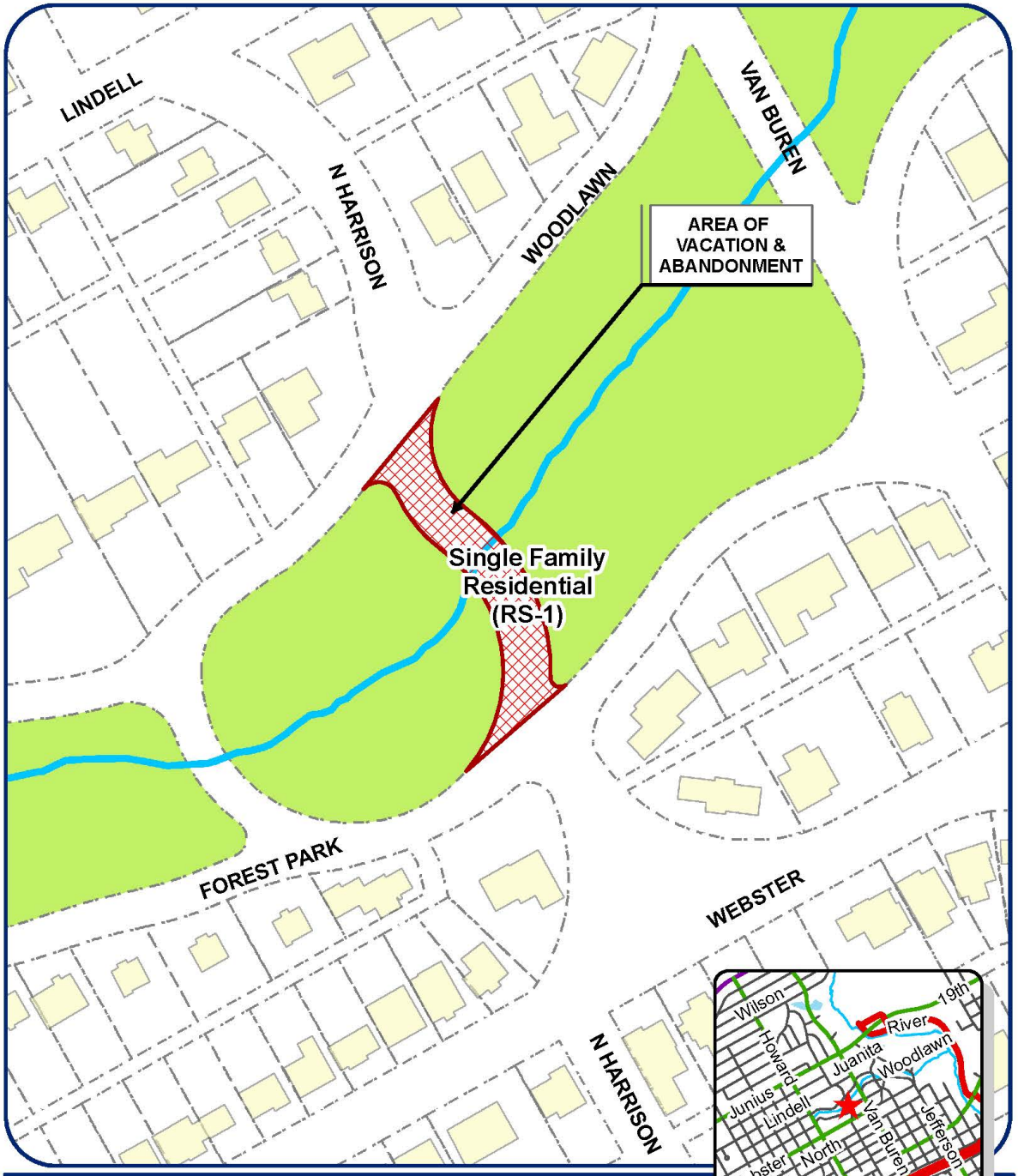
Portion of N. Harrison Street

Council District: Marty Self (SMD #2)
Neighborhood: Angelo Heights
Scale: 1 inch :: 150 feet
Harrison Street between Woodlawn Drive and Forest Park Avenue

Legend

Subject Properties:
Current Zoning: **RS-1**
Requested Zoning Change: **N/A**
Vision: **Open Space**

N



Street ROW Abandonment

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Council District: Marty Self (SMD #2)
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Harrison Street between Woodlawn Drive and Forest Park Avenue

Legend

Subject Properties:
Current Zoning: **RS-1**
Requested Zoning Change: **N/A**
Vision: **Open Space**

N

Site Photos

Looking south towards Forest Park Ave

Forrest Park and N. Harrison intersection

View looking west on north side of N. Harrison

View looking north from north side of N. Harrison

AN ORDINANCE PROVIDING FOR ABANDONMENT AND CLOSING OF A PORTION OF NORTH HARRISON STREET, BETWEEN FOREST PARK STREET TO THE SOUTH AND WOODLAWN STREET TO THE NORTH IN THE BRENTWOOD ADDITION, CONSISTING OF APPROXIMATELY 18,107 SQUARE FEET; AUTHORIZING CONVEYANCE THEREOF BY QUITCLAIM DEED TO ABUTTING PROPERTY OWNERS; AND PROVIDING TERMS AND CONDITIONS OF ABANDONMENT AND CONVEYANCE.

WHEREAS, the City Council of the City of San Angelo, acting pursuant to law, is of the opinion that the portion of North Harrison described herein is no longer needed for public use and therefore deems it advisable to abandon and convey the herein described tract of land to the abutting property owners, ; and

WHEREAS, the City Council of the City of San Angelo is of the opinion that the best interest and welfare of the public will be served by abandoning and conveying said tract of land to the abutting property owner(s), subject to the conditions and restrictions contained herein;

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

SECTION 1: The public rights-of-way and street located in the City of San Angelo, Tom Green County, Texas, generally described as a portion of North Harrison Street running between Forest Park Street to the south and Woodlawn Street to the North, more particularly described and depicted in **Exhibit "A,"** attached hereto and made a part hereof for all purposes, be and the same are hereby abandoned, vacated and closed insofar as the right, title and easement of the public are concerned; subject however, to the conditions and restrictions hereinafter more fully set out.

SECTION 2: The abandonments and conveyances provided for herein are made and accepted subject to all present zoning and deed restrictions, if the latter exist, and all existing easements, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 3: The abandonment and conveyance provided for herein shall extend only to the public right, title, easement and interest and shall be construed to extend only to the interest which the governing body for the City of San Angelo may legally and lawfully abandon and vacate.

SECTION 4: As a condition of the abandonment and as part of the consideration for the abandonment by quitclaim deed authorized under this Ordinance, the Grantees shall:

a) Before the passing of one year from the effective date of this Ordinance, owners of platted lots adjoining the abandoned right-of-way shall secure and record a replat that reflects abandonment of the subject portion of North Harrison Street right-of-way

SECTION 5: That the terms and conditions contained in this Ordinance shall be binding upon Grantees and Grantees' heirs, successors and assigns.

SECTION 6: That the Mayor of the City of San Angelo is hereby authorized to execute and, upon receipt of the consideration provided for at Section 4, herein, deliver quit claim deeds conveying the subject tracts of land as described in **Exhibit "A,"** to the abutting property owners.

SECTION 7: That the City Clerk is hereby authorized and directed to certify a copy of this adopted Ordinance for recordation in the Official Real Property Records of Tom Green County, Texas, wherein the tracts of land are located.

INTRODUCED on the **20th day of June, 2017,** and finally PASSED, APPROVED AND ADOPTED on this the 1**8th day of July, 2017**.

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

ATTEST:

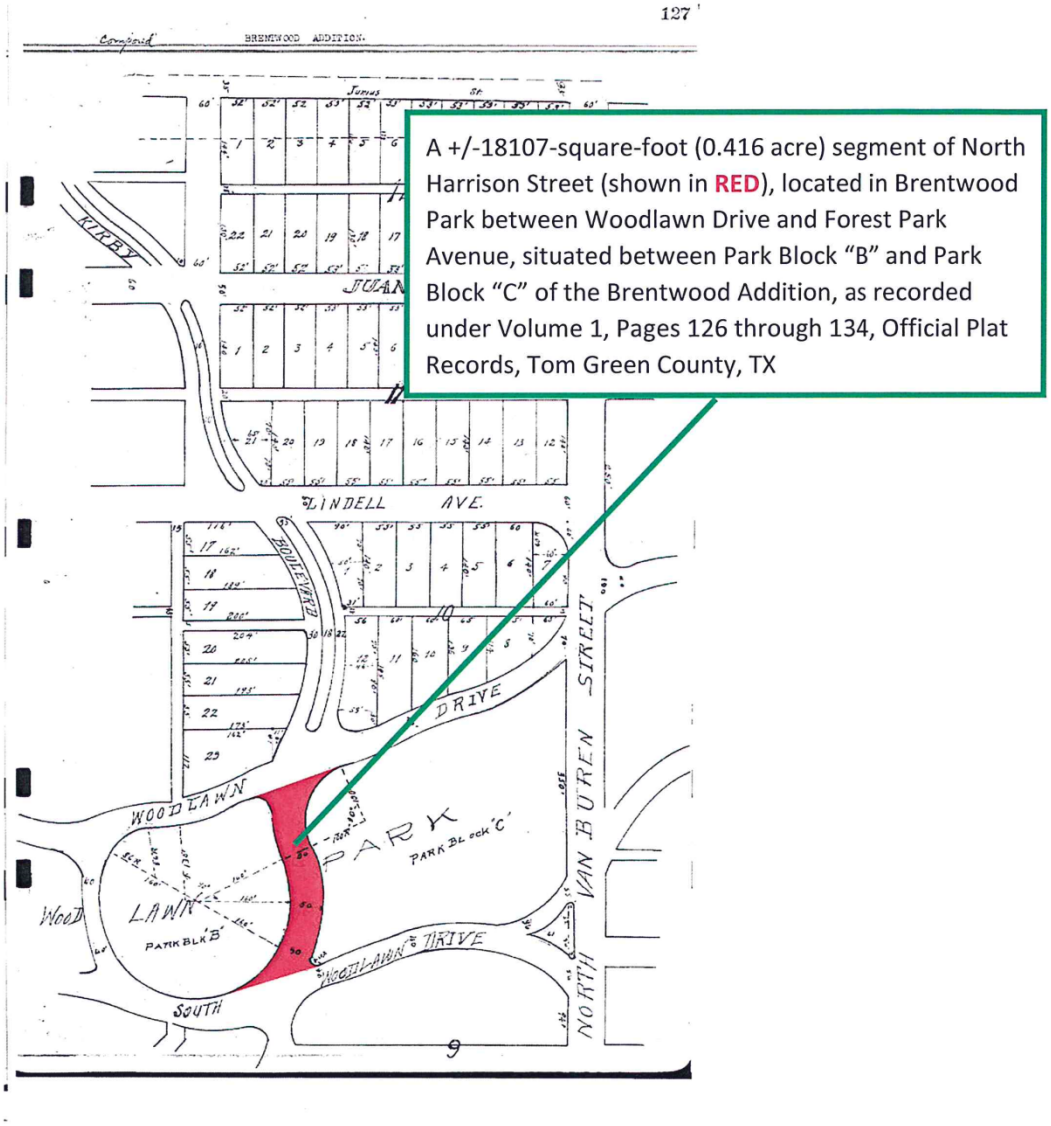
_____
Bryan Kendrick, City Clerk

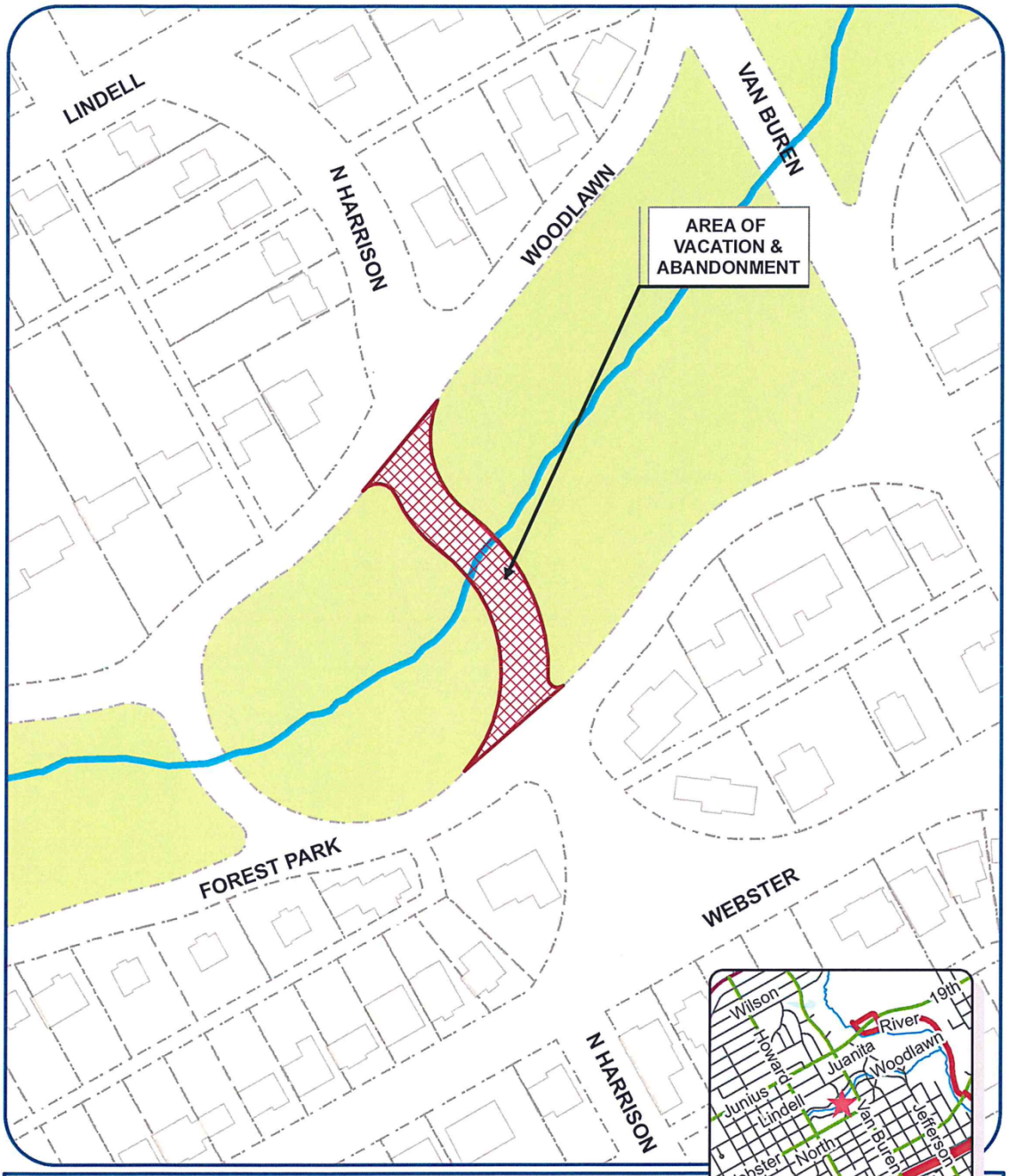
APPROVED AS TO FORM:

_____
Theresa James, City Attorney

EXHIBIT – A

LOCATION MAP; PROJECT AREA DESCRIPTION





Street ROW Abandonment

Portion of N. Harrison Street

Council District: Marty Self (SMD #2)
Neighborhood: Angelo Heights
Scale: 1 inch :: 150 feet
Harrison Street between Woodlawn Drive and Forest Park Avenue

Legend

Subject Properties:
Current Zoning: RS-1
Requested Zoning Change: N/A
Vision: Open Space

N

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Second reading of an ordinance for Case Z17-05, approving a request for a rezoning from the Single-Family Residential (RS-1) Zoning District to the Office Commercial (CO) Zoning District, located at 1920 South Johnson Street, on 0.431 acres (J. James)

Summary/History:

This request was made in order to facilitate the proposed expansion of an existing religious institution on the subject property. If approved, the zone change to Office Commercial (CO) would facilitate future expansions on the property. The proposed expansion would allow the current occupant, "Rams for Christ," a student ministry affiliated with the nearby Johnson Street Church of Christ, to add a new assembly hall, coffee bar and study area, and additional lounge seating inside the building.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their regular meeting on May 15, 2017, and recommended APPROVAL unanimously. City Council voted to APPROVE this item, unanimously, at its June 20, 2017, meeting.

Attachments:

1. Staff Report PL_Z17-05 report.docx
2. Draft Ordinance PL_Z17-05 Ordinance (FINAL VERSION).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

STAFF REPORT

City Council Meetings: June 20, 2017
July 18, 2017

To: City Council

From: Jon James, AICP
Director of Planning and Development Services

Through: Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Case: Z17-05

Request: A request for approval of a Zone Change from the Single-Family Residential (RS-1) Zoning District to the Office Commercial (CO) Zoning District

Location: 1920 South Johnson Street; generally located approximately 190 feet south of the intersection of South Johnson Street and Vanderventer Avenue

Legal Description: Delmar Place Annex Subdivision, Lots 7, 8, and 9, City of San Angelo, Texas.

Size: 0.431 acres

General Information

Future Land Use: Campus/Institutional

Current Zoning: Single-Family Residential (RS-1)

Existing Land Use: "Rams for Christ" Christian Student Campus Center (owned by Johnson Street Church of Christ)

Surrounding Zoning / Land Use:

North:	Single Family Residential (RS-1)	Baptist Student Center
West:	Single Family Residential (RS-1)	Angelo State University
South:	Single Family Residential (RS-1)	Angelo State University
East:	Single Family Residential (RS-1)	Angelo State University

District: SMD #5 – Lane Carter

Neighborhood: ASU – College Hills

Thoroughfares/Streets:

Per the Master Thoroughfare Plan (MTP), South Johnson Street is defined as a "Minor Arterial Street" in the City's Master Thoroughfare Plan (MTP). Arterial Streets are designed to connect Collector Streets to freeways and other arterials carrying large volumes of traffic at high speeds. Arterial Streets require a minimum right-of-way width of 80 feet and a minimum paving width of 64 feet. South Johnson Street has an existing right-of-way of 64 feet, and an existing paving width of 50 feet, both of which are substandard. However, the lots were previously platted as part of the Delmar Place Annex, and no new improvements are required at this time.

History and Background:

On April 25, 2017, the applicant submitted this request for a zone change to facilitate the proposed expansion of an existing religious institution on the subject property. Since 2000, religious institutions and related uses are not allowed in the Single-Family Residential (RS-1) Zoning District on the property. If approved, the zone change to Office Commercial (CO) would facilitate future expansions on the property. The proposed expansion would allow the current occupant, "Rams for Christ," a student ministry affiliated with the nearby Johnson Street Church of Christ, to add a new assembly hall, coffee bar and study area, and additional lounge seating inside the building. The building was constructed in 1957 has been used by Angelo Student University students ever since.

Analysis:

Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request.

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*

   The City's Comprehensive Plan designates the subject property as "Campus Institutional," surrounded by the Angelo State University (ASU) Campus. As indicated previously, the existing building primarily serves the ASU student body. The Comprehensive Plan calls to "improve the physical relationship between the public institution and the adjacent context." Planning staff believe that the proposed zone change to Office Commercial (CO) would be consistent with this policy, as the CO zoning would legalize an existing religious institution that is already part of the ASU campus. The property is surrounded by the ASU campus on three sides, and offers a comfortable space for students to connect with one another and practice their faith.

2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*

   The subject properties comply with the maximum floor area ratio of 2.0, the minimum lot area of 6,000 square feet, the minimum lot width of 50 feet, and the minimum lot depth of 80 feet in the CO zone. Planning staff did find a few deficiencies and have conveyed these to the applicant. The applicant has submitted a variance application to the Zoning Board of Adjustment (Case ZBA17-07). Although the zone change is not contingent on the variances being approved, staff notes that the two variances are from relief from the parking requirement of

Section 511.B for places of public assembly, and from the privacy fence requirement of Section 509 of the Zoning Ordinance. There are only five existing parking spaces on the property which access a rear alley connecting to Vanderventer Avenue, and the existing religious campus building (place of public assembly) requires 11 spaces, one parking space for every 400 square feet of building gross floor area. Expansion of the existing building would further increase the parking shortage without a variance. The second variance request is to seek relief from the required 6-foot high privacy screening fence adjacent (within 80 feet) to a residential use or district. This provision requires a privacy fence to be installed along the north, east, and south lot lines which are adjacent to the existing RS-1 Zoning District. In addition, the proposed outdoor patio must maintain a two-foot side yard setback from the south lot line which appears to be feasible, in accordance with Section 803.J of the Zoning Ordinance. The applicant will require approval from the ZBA for the necessary variances, or otherwise meeting the requirements of the zoning ordinance, prior to a building permit being issued for the proposed expansion.

3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*

   As indicated above, the Rams for Christ building is already an existing use, providing faith-based services to the adjacent ASU community. The applicant further indicates that students can either park on-site, within the adjacent parking lots, or walk from nearby buildings to access the facility. Given the close relationship between ASU and Rams for Christ, and the close proximity of the building to the university, Planning staff believe a zone change to allow the expansion is appropriate.

4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.*

   Religious uses have existed on the premise prior to 2000 when the Zoning Ordinance removed them from the list of permitted uses in the RS-1 Zoning District. A CO zone would allow a religious institution, including religious worship and educational services by right, and allow future expansions on the property.

5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*

Effects on the natural environment would appear to be minimal as the property is already paved. Any future development will require building permits which would include a review of grading, drainage, and stormwater runoff to further ensure there are no negative environmental impacts.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.*

   As previously discussed, Rams for Christ requires additional space for their student body. Planning staff believe a community need has been demonstrated given that the association serves ASU students on the adjacent campus and that students walk a short distance from the campus to the subject property.

7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*

   The Planning Division does not foresee any negative impacts on existing development patterns if a Rezoning to Office Commercial took place in this location. A recent site visit conducted by Planning staff confirm that many ASU students use the existing network of sidewalks, trails and paths on the campus to access this property and surrounding properties.

Notification:

On May 1, 2017, four notifications were mailed out within a 200-foot radius of the properties. As of June 9, 2017, there were zero responses in favor and zero in opposition of the request.

Planning Commission:

On May 15, 2017, the Planning Commission recommended **APPROVAL** of the Zone Change from the Single-Family Residential (RS-1) Zoning District to the Office Commercial (CO) Zoning District, on the subject property at 1920 South Johnson Street. The following is the complete excerpt of the minutes from the May 15, 2017, meeting for this case:

Jeff Fisher, Senior Planner, outlined the proposed request for a Zone Change from the Single-Family Residential (RS-1) Zoning District to the Office Commercial (CO) Zoning District on the property. He explained that the purpose of the request was to allow the expansion of the “Rams for Christ” building, as the current RS-1 zoning does not allow

this legal non-conforming use to expand without a Zone Change. Mr. Fisher outlined a summary of the organization as provided by the applicant, which provides faith-based services for Angelo State University (ASU) students. He outlined Staff's recommendation and rationale for approval, which included consistency with the Campus/Institutional designation in the Comprehensive Plan and compatibility with the surrounding ASU campus. Mr. Fisher noted that there were two deficiencies – less parking than required and no privacy fence separating the rear and side yard from the adjacent residential zoning – but that the applicant was applying for a variance from these standards.

Chairperson Priess opened the meeting for public comment.

Russell Gully with SKG Engineering, the applicant's representative, indicated that he was available to answer any questions.

There were no questions from the Planning Commission or those in attendance.

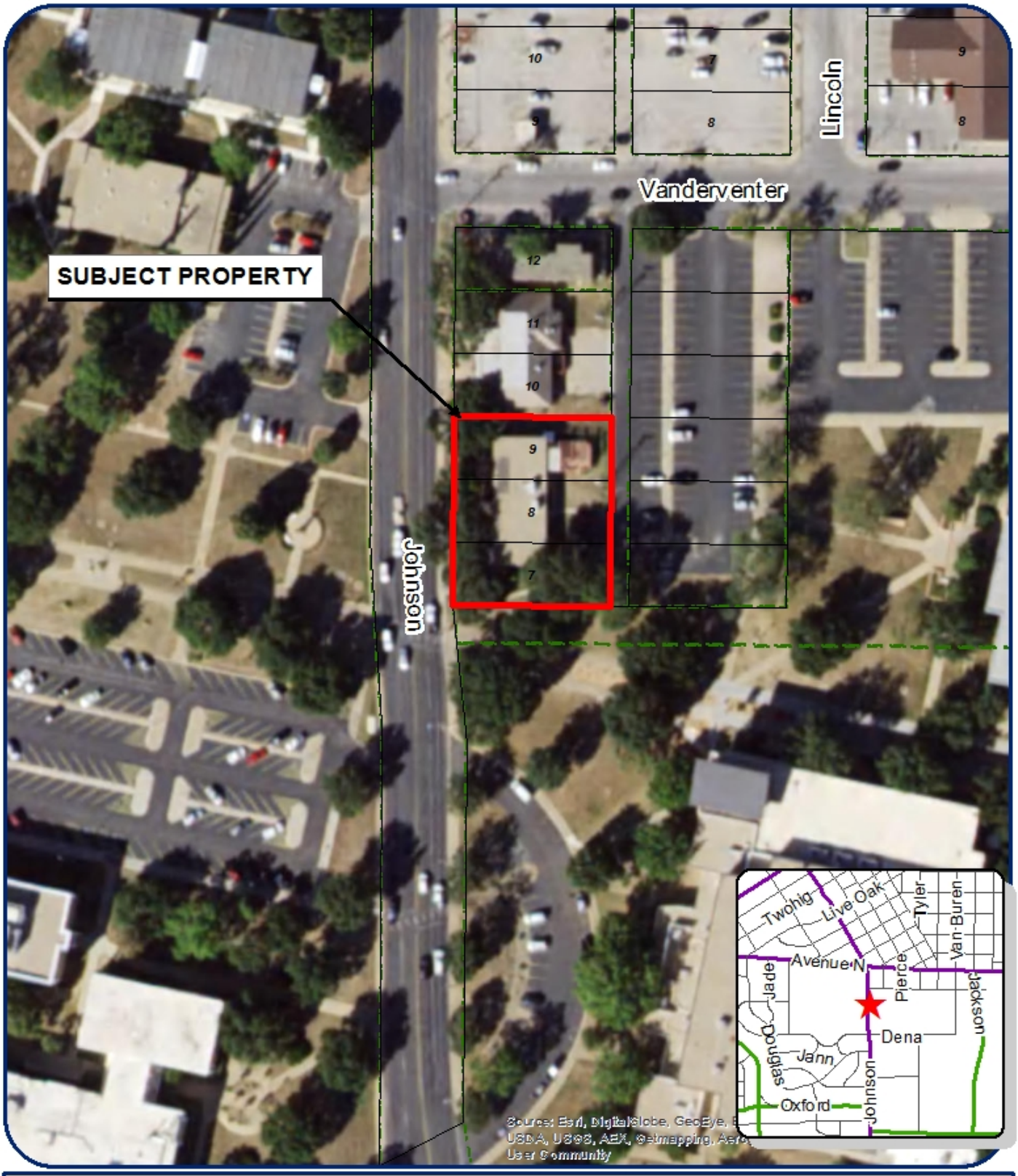
Commissioner Crisp made a Motion to recommend APPROVAL of the Zone Change request as presented, and Commissioner Spano seconded the Motion. The Motion passed unanimously 6-0.

Staff's Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Rezoning from the Single-Family Residential (RS-1) Zoning District to the **Office Commercial (CO) Zoning District**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Map
Notification Map
Photos of Site and Surrounding Area
Current and Proposed Site Plan (Concept Only)
Applicant's Rationale
Letter of Intent
Excerpt of CO Permitted Uses and Provisions



Zoning Case File

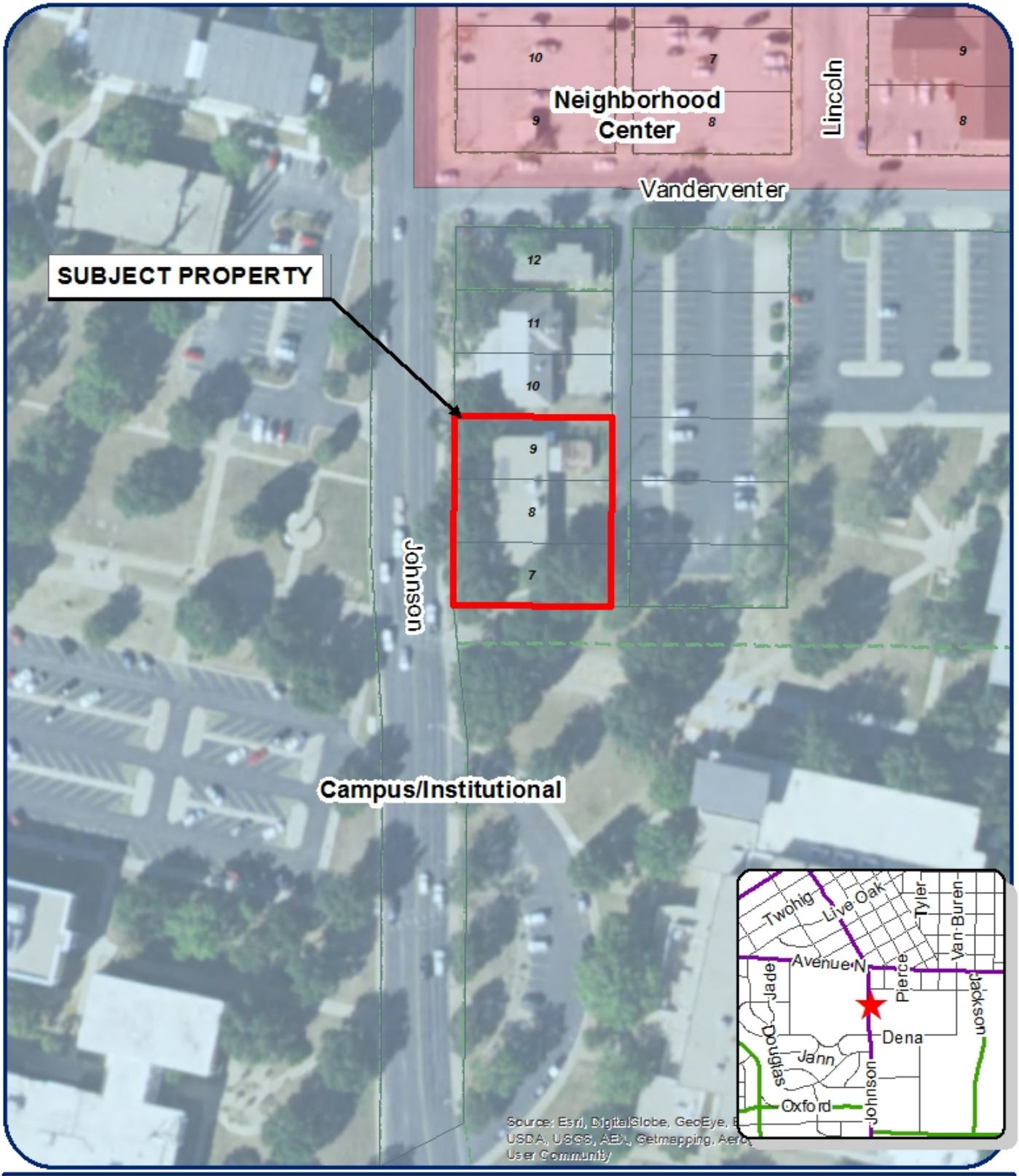
Z17-05: Johnson Church of Christ

Council District: Lane Carter (SMD #5)
Neighborhood: ASU - College Hills
Scale: 1 " approx. = 100 ft
Subject Property: 1920 Johnson Street

Legend

Subject Properties:
Current Zoning: RS 1
Requested Zoning Change: N/A
Vision: Campus/Institutional

N



Zoning Case File

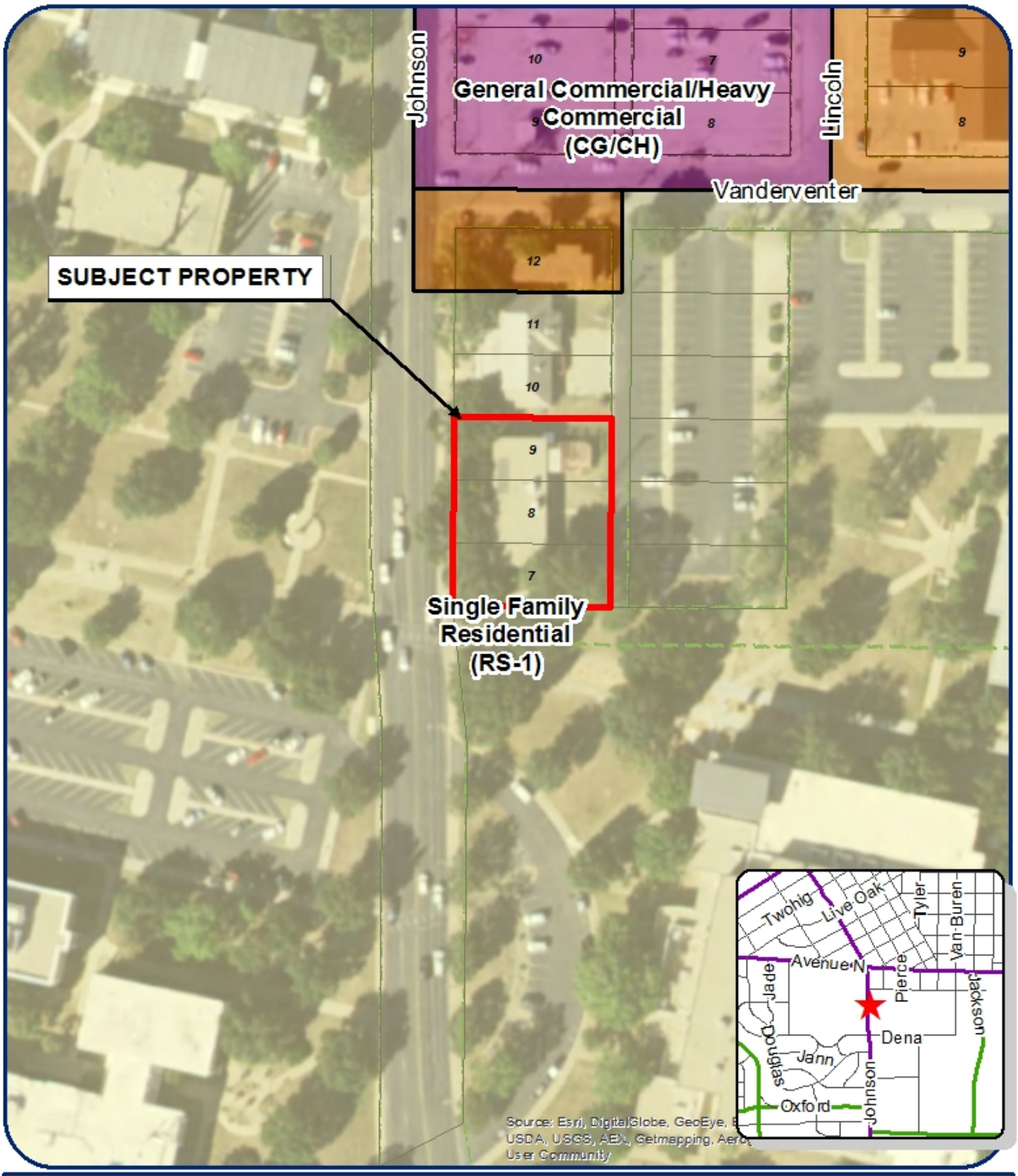
Z17-05: Johnson Church of Christ

Council District: Lane Carter (SMD #5)
Neighborhood: ASU - College Hills
Scale: 1" approx. = 100 ft
Subject Property: 1920 Johnson Street

Legend

Subject Properties:
Current Zoning: RS 1
Requested Zoning Change: N/A
Vision: Campus/Institutional

N



Zoning Case File

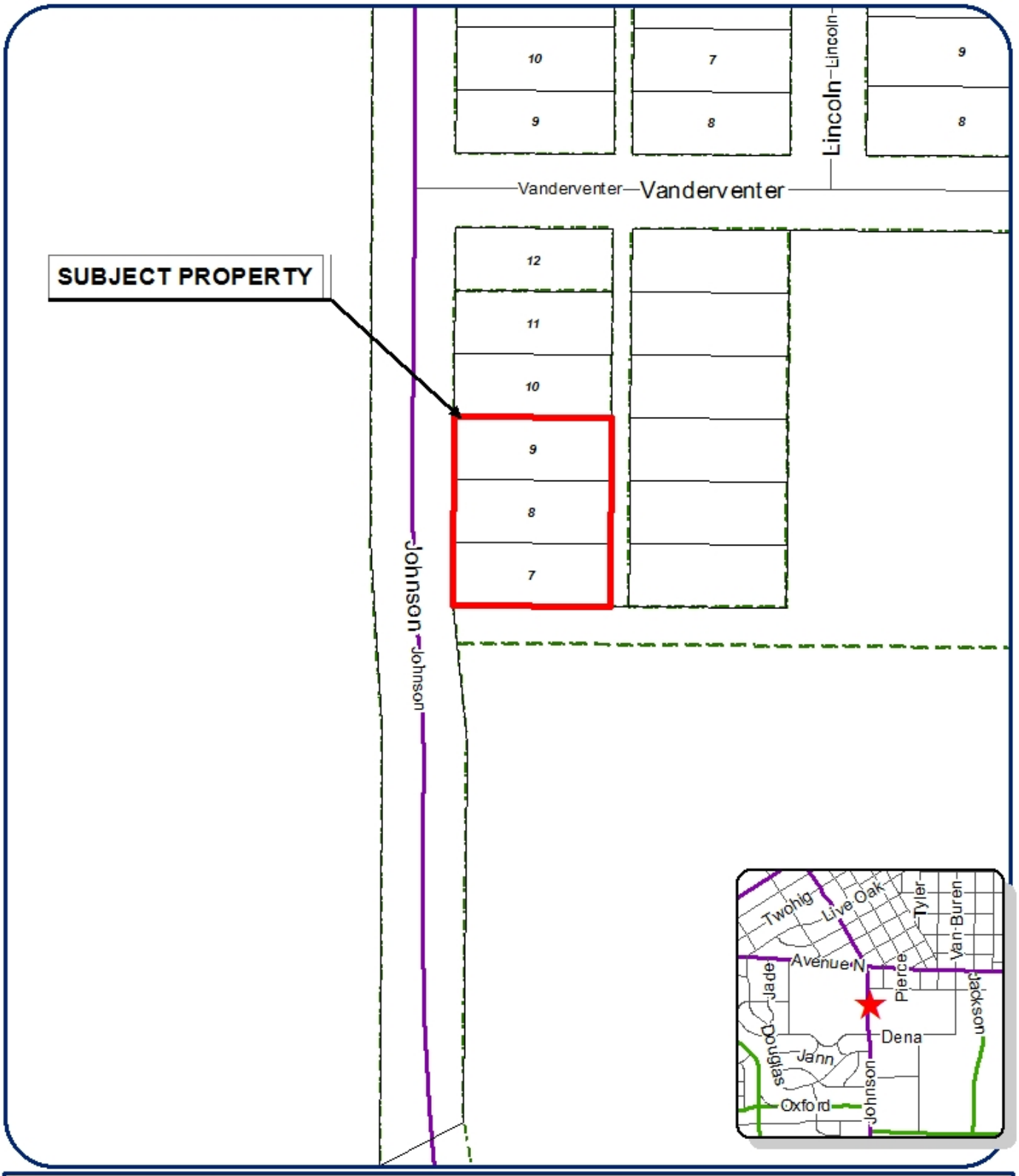
Z17-05: Johnson Church of Christ

Council District: Lane Carter (SMD #5)
Neighborhood: ASU - College Hills
Scale: 1" approx. = 100 ft
Subject Property: 1920 Johnson Street

Legend

Subject Properties:
Current Zoning: RS 1
Requested Zoning Change: N/A
Vision: Campus/Institutional

N



Zoning Case File

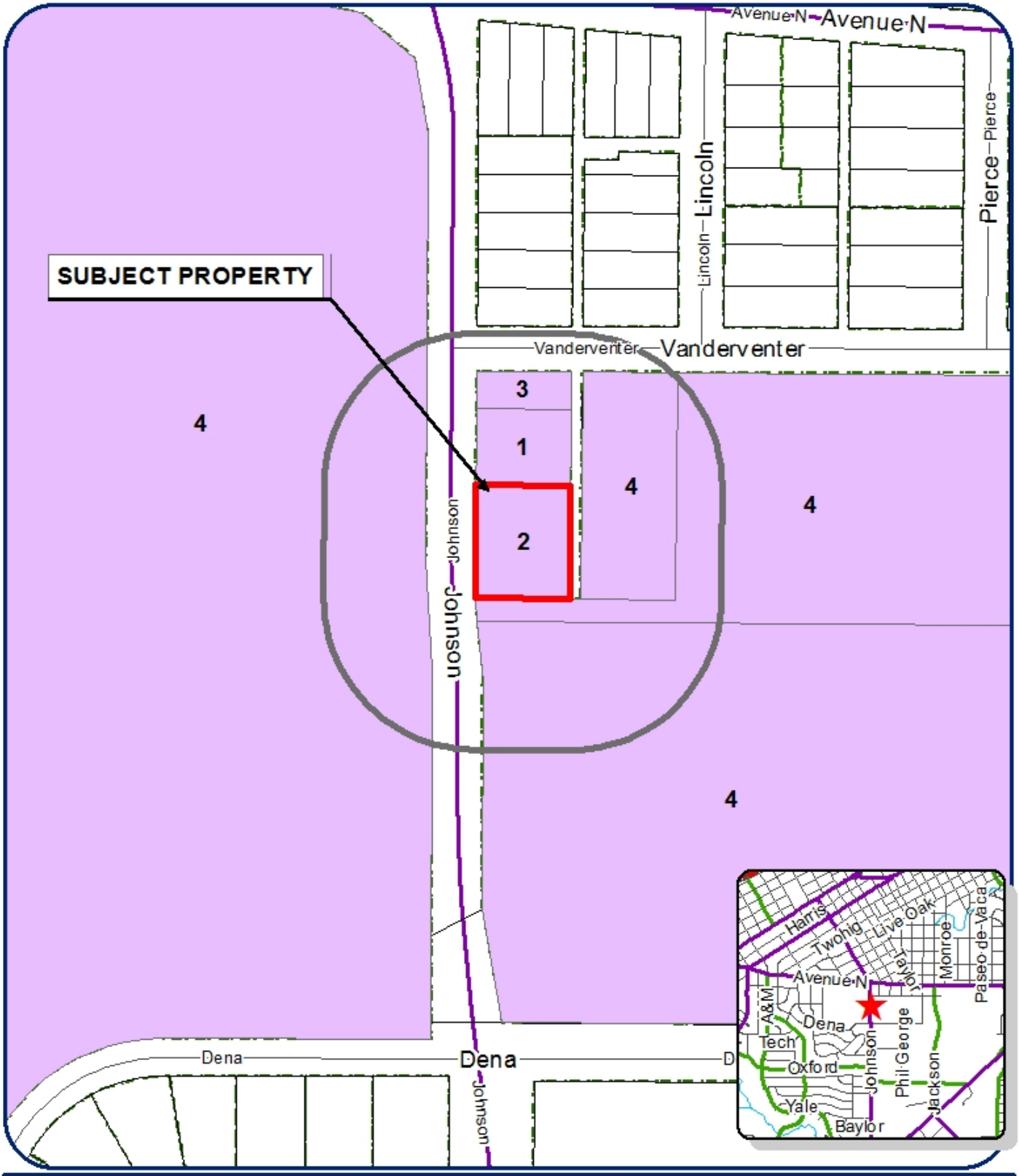
Z17-05: Johnson Church of Christ

Council District: Lane Carter (SMD #5)
Neighborhood: ASU - College Hills
Scale: 1 " approx. = 100 ft
Subject Property: 1920 Johnson Street

Legend

Subject Properties:
Current Zoning: RS 1
Requested Zoning Change: N/A
Vision: Campus/Institutional

N



Zoning Case File

Z17-05: Johnson Church of Christ

Council District: Lane Carter (SMD #5)
Neighborhood: ASU - College Hills
Scale: 1 " approx. = 167 ft
Subject Property: 1920 Johnson Street

Legend

Subject Properties:
Current Zoning: RS 1
Requested Zoning Change: N/A
Vision: Campus/Institutional

N

Photos of Site and Surrounding Area

West

North

South

East at Subject Building (front)

Photos of Site and Surrounding Area

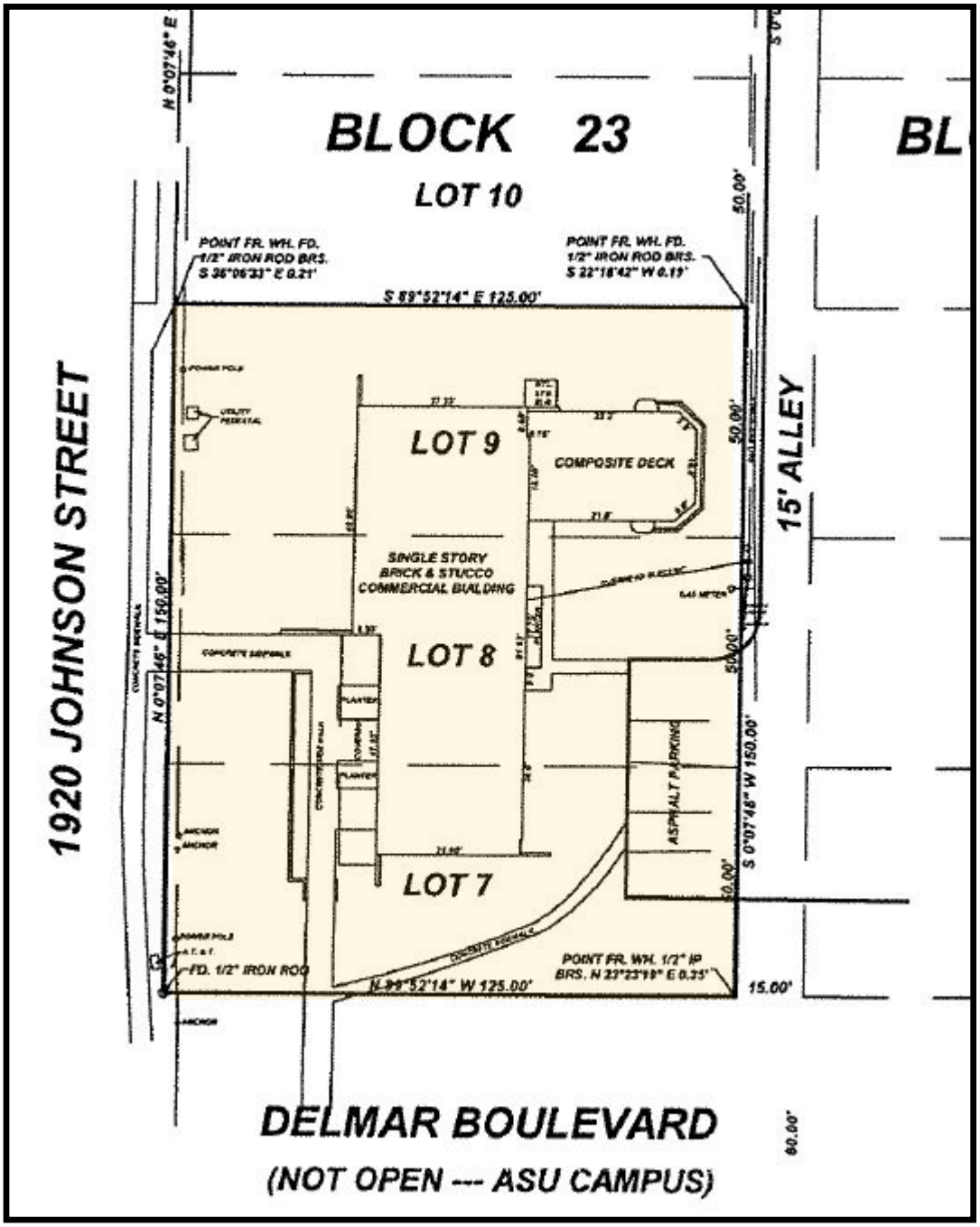
Rear of Building (5 existing parking spaces)

Rear of Building (future expansion area)

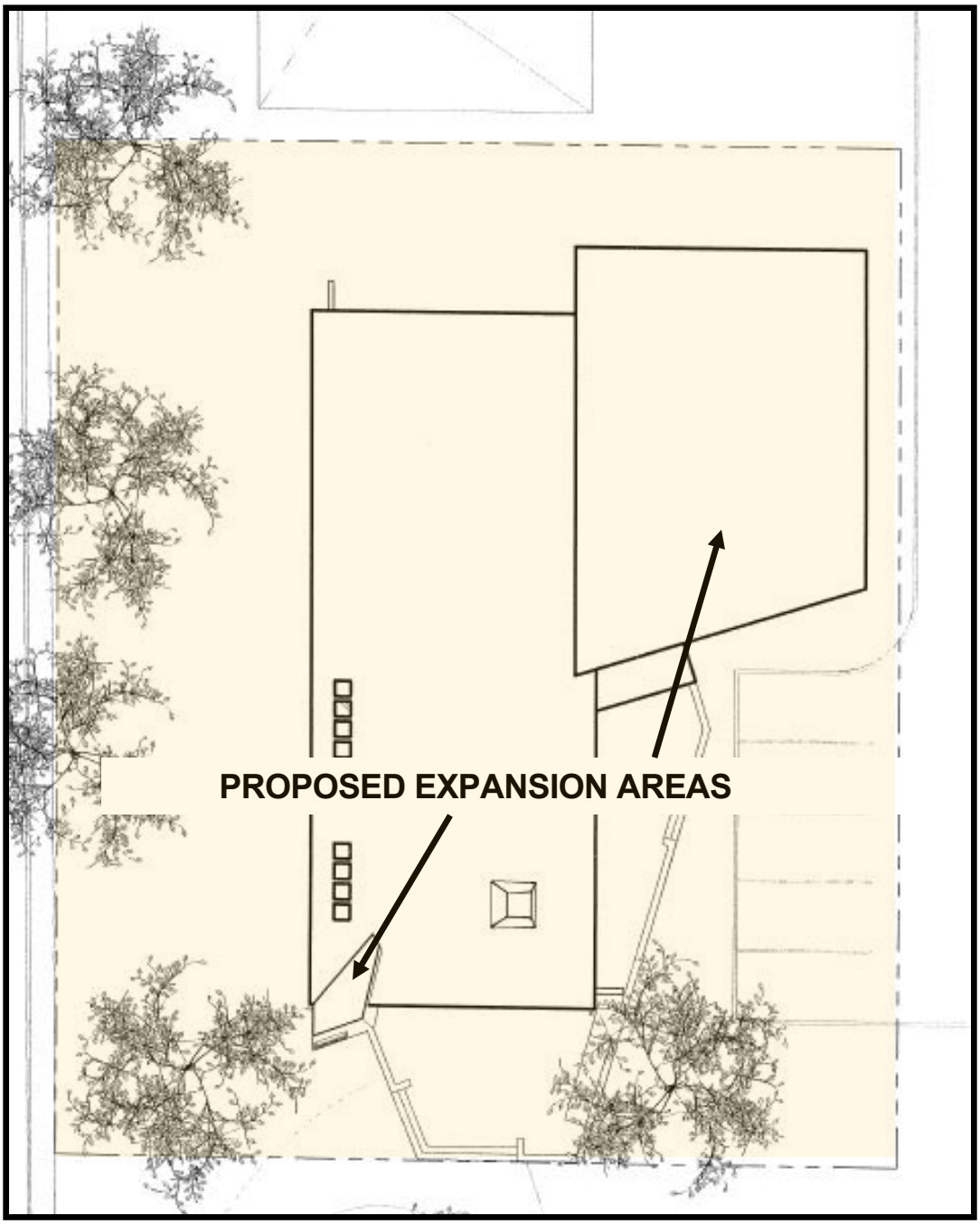
Rear of Building (adjacent ASU parking)

Rear of Building (adjacent ASU campus)

CURRENT SITE PLAN (not part of Zone Change)



PROPOSED EXPANSION (not part of Zone Change)



Response to criteria:

1. Compatible with Plans and Policies. The proposed amendment is compatible with the Comprehensive Plan and other land use policies adopted by the Planning Commission or City Council.

2. Consistent with Zoning Ordinance. The proposed amendment does not conflict with any portion of this Zoning Ordinance.

3. Compatible with Surrounding Area. The proposed amendment is fully compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.

4. Changed Conditions. The changed conditions of needing to expand the building to fill a community need require an amendment.

5. Effect on Natural Environment. The proposed amendment would not result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, stormwater management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.

6. Community Need. The proposed amendment addresses a demonstrated community need as ASU continues to grow and the need for people to come to know Jesus grows.

7. Development Patterns. The proposed amendment would result in a logical and orderly pattern of urban development in the community as this fits within the vision plan for the area.

RAMS FOR CHRIST
CHRISTIAN CAMPUS CENTER

April 13, 2017

To Whom It May Concern:

The Rams for Christ, a campus ministry of the Johnson St. Church of Christ, is applying for a zone change. Our ministry began as a small classroom building to teach a Bible course each semester on the Angelo State University campus for credit, so students utilized it and accessed it in the midst of their daily class schedules. In the late 1980s, early 1990s we lost the opportunity to teach classes for credit, so we function as a student ministry center to serve students on campus, offering pastoral guidance, Bible study, and serving as sort of a pit stop in the midst of their day. It is a great place to meet others, relax, and recharge, which offers something very unique to campus life.

One topic of consideration for this change is the amount of parking as it relates to our needs and usage. The building has 2 offices currently which will hopefully be updated, and expanded minimally. We have functioned with one or two employees (usually two) since 1965, and do not plan to add employees or other offices, since we utilize student leaders for many of our efforts. The 5 parking spaces we possess have been sufficient for our staff to park, and sometimes our Rams for Christ students park in the remaining three spots. When those are taken, students park close by in their ASU student permit parking areas.

One of the greatest aspects of our ministry is its location! Our building at 1920 Johnson St. is surrounded by Angelo State University property to the West, South, and East. We are immediately in the flow of pedestrians on those three sides, and even have students walk on the north side between our building and that of our neighboring ministry. Our parking arrangement has been effective the past 50+ years because of its accessibility to students on foot. So whether most students continue to walk in right off of the mall walk, or they drive and park adjacent to us where students constantly park to access the ASU CHP (Center for Human Performance), we are sure the current parking spaces will sufficiently, conveniently, and safely serve our needs.

Thank you for your time and attention to help us in this process!

Sincerely,

Doug Johnson

Doug Johnson
Director, Rams for Christ
College Minister, Johnson Street Church of Christ
325.944.2559

Planning Division
72 W. College Ave.
San Angelo, TX 76903
(325) 657-4210 ph.
(325) 657-4227 fx.
www.sanangelotexas.us

PLANNING DIVISION

OFFICE COMMERCIAL (CO) ZONING DISTRICTS

Allowed Uses:

- Group living
- Drug and alcohol recovery facility
- College
- Public, nonprofit or charitable community services
- Day care for children or adults
- Meeting areas for religious institutions
- Schools
- Business, government, professional, medical or financial offices
- Commercial parking
- Public safety and emergency services

Conditional Uses:

- Household living
- Bed & breakfast
- Self-service storage
- Hospital
- Retail sales
- Vehicle service (performed while the customer waits)
- Personal service-oriented business
- Entertainment-oriented business
- Repair-oriented business
- Restaurants
- Veterinary clinic for small animals
- Waste-related uses

These uses are allowed with the approval of a "conditional use" by the Planning Commission. Applications for a conditional use may be completed through the Planning Division. The Development handout titled "Conditional Uses" gives a thorough explanation of the process.

Special Uses:

Facilities for golf, including practice areas
Any use which the Planning Commission and the City Council deem appropriate as a transition between zoning districts

These uses are allowed with the approval of a "special use" by the Planning Commission and the City Council. Applications for a special use may be completed through the Planning Division. The Development handout titled "Special Uses" gives a thorough explanation of the process.

Required Setbacks:

Front Setback: 25 feet
Side Setback: None required
10 feet if abutting a residential district or use
Rear Setback: None required
10 feet if abutting a residential district or use

Planning Division
72 W. College Ave.
San Angelo, TX 76903
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PLANNING DIVISION

Setbacks refer to the distance that a structure must be 'set back' off of the appropriate property line. For example, the front setback of 25 feet means that the front wall of the structure must be separated by at least 25 feet from the front property line of the lot. This 25 feet must be open and unobstructed, except for the following exceptions: (1) projection of window sills, belt courses and other ornamental features for a distance of 12 inches or less; (2) projection of chimneys and flues for a distance of 3 ½ feet or less; (3) projection of eaves and awnings for a distance of 2 feet or less; and (4) open or lattice-enclosed fire escapes and fireproof outside stairs, for a distance of 3 ½ feet or less.

Maximum Floor Area Ratio: 2.0

The maximum floor area ratio refers to the gross floor area of all buildings on the lot divided by the total area of the lot.

Minimum Lot Size: 6,000 square feet

Off-Street Parking: Off-street parking requirements are determined by the use of the property and other related factors. For specific calculations, angles, shared parking requirements and other questions, consult with the Planning Division at 657-4210.

Off-Street Loading: A minimum of one space is required
For industrial and commercial uses, one additional space for each additional 40,000 square feet or major fraction thereof
For institutional uses, one additional space for each additional 60,000 square feet or major fraction thereof

Outdoor Storage: Type 1, Outdoor Display, is allowed; Type 1 allows for display adjacent to a principal building wall and extending to a distance no greater than 5 feet from the wall. This storage may not block windows, entrances or exits, or impair the ability of pedestrians to use the building.

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **generally located at 1920 South Johnson Street, approximately 190 feet south of the intersection of South Johnson Street and Vanderventer Avenue, being 0.431 acres in the Delmar Place Annex Subdivision,** FROM THE SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT TO THE OFFICE COMMERCIAL (CO) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on consideration of Z17-05 (Johnson Street Church of Christ) application for zoning change from Single Family Residential District (RS-1) to Office Commercial Zoning District (CO); the Planning Commission and City Council having given notice of public hearing on the application as required under the Zoning Ordinance; City having published notice of public hearing in compliance with the Zoning Ordinance; City Council having afforded a full and fair public hearing on the application and having considered the amendment criteria applicable under the Zoning Ordinance; and, City Council being of the opinion that zoning changes should be made as set out herein;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic zoning ordinance for the City adopted on January 4, 2000, and the zoning map be and the same are hereby amended as follows:

The real property generally located at 1920 South Johnson Street approximately 190 feet south of the intersection of South Johnson Street and Vanderventer Avenue within the corporate limits of the City of San Angelo; more specifically being 0.431 acres in the Delmar Place Annex Subdivision, Lots 7, 8, and 9, Tom Green County, Texas, shall henceforth be permanently zoned as follows: Office Commercial (CO) Zoning District.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **20th day of June, 2017,** and finally PASSED, APPROVED AND ADOPTED on this the **18th day of July, 2017.**

THE CITY OF SAN ANGELO

_____

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

_____
Bryan Kendrick, City Clerk

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Second reading of an ordinance for Case Z17-04, approving a request for a rezoning from the Single-Family Residence (RS-1) Zoning District to Manufactured Housing Subdivision (MHS), located at 2101 Marx Street, on 0.344 acres (J. James)

Summary/History:

The purpose of the proposed rezoning request is to allow the applicant to replace an existing mobile, placed on the property in 1980, with a new manufactured home. The existing mobile home is considered to be a legal non-conforming use as the Zoning Ordinance, in 2000, relegated the placement of these units on land zoned MHS or MHP. Legal non-conforming uses may not be removed or replaced or they lose their legal non-conforming status, by Code.

Financial Impact:

N/A

Other Information/Recommendation:

On May 15, 2017, the Planning Commission recommended DENIAL of the request. Commissioner Crisp made a Motion to DENY the proposed Rezoning. Commissioner Spano seconded the Motion, with Commissioners Crisp, Spano, Stribling and Priess voting in favor of the Motion, and Commissioners Farmer and Jackson voting against the Motion. The Motion to DENY passed by a vote of 4-2.

As a result of this recommendation, per Section 212E.4. of the Zoning Ordinance, the proposed Rezoning "shall require a favorable vote of at least three-fourths of all the members of the City Council to become effective."
City Council voted to APPROVE this item, unanimously, at its June 20, 2017, meeting.

Attachments:

1. Staff Report — PL_Z17-04 Staff Report-Woodfin (ver. 2).docx
2. Draft Ordinance — 17-572_PL_Z17-04_ORD.docx

Presentation:

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

STAFF REPORT

City Council Meetings: June 20, 2017
July 18, 2017

To: City Council

From: Jon James, AICP
Director of Planning and Development Services

Through: Rebeca A. Guerra, AICP, LEED-AP, CPD
Planning Manager

Case: Z17-04: Woodfin

Request: A request for approval of a Zone Change from the Single-Family Residence (RS-1) Zoning District to Manufactured Housing Subdivision (MHS)

Location: 2101 Marx Street; generally located at the northwest corner of Marx Street and East 21st Street

Legal Description: Lots 1 and 2, Block 23, Marx and Blum Addition

Size: 0.344 acres

General Information

Future Land Use:	Neighborhood
Current Zoning:	RS-1 Single-Family Residence
Existing Land Use:	Residential

Surrounding Zoning / Land Use:

North:	Single-Family Residence (RS-1)	Residential
West:	Single-Family Residence (RS-1)	Residential
South:	Single-Family Residence (RS-1)	Residential
East:	Low-rise Multi-family Residential (RM-1)	Residential

District: SMD #4 – Lucy Gonzales

Neighborhood: Reagan

Thoroughfares/Streets:

Marx Street is defined as a "Minor Collector Street" in the City's Master Thoroughfare Plan (MTP). Minor Collector Streets in rural subdivisions are required to have a minimum paving width of 30 feet, and Marx's paving width is 36 feet.

Minor Collector Streets are designed to primarily connect traffic from residential or local streets and discharge traffic into major collector streets.

Background:

The subject property was platted in 1905 as part of the Marx and Blum Addition. The subject property consists of two contiguous lots and has a legal non-conforming mobile home currently located on it. The mobile home was manufactured in 1959 and placed on the property in 1980 according to TGCAD.

The subject property is located on a corner lot and fronts on Marx Street. There is a driveway entrance on East 21st Street. To the North of the property, on East 22nd Street, are newer homes that were built in 2011 and 2012.

Analysis:

Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request.

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*

   Section 303(G) of the Zoning Ordinance states the intent of the MHS district, which is to subdivide two or more lots for the purpose of sale and occupancy of manufactured housing units. The Zoning Ordinance was never intended to allow for a single manufactured unit in a MHS zone. Therefore, staff does not believe the proposed zone change is compatible with current policy.

   In the past, Council had approved MHS or MHP zoning as part of a larger contiguous block of manufactured housing. The only time manufactured housing was allowed to develop in traditional Residential zoning districts was on a case-by-case basis through the use of a Special Permit. The result of this permitting process was that over time vacant lots were left in neighborhoods as the manufactured homes were removed from the lots. Because of this, Special Permits are no longer an allowed method for the development of manufactured housing. When the manufactured housing did remain, it created an inconsistent housing pattern in these neighborhoods of predominantly single-family residential homes, with only one or two manufactured units in a block.

   In addition, Council made a subjective decision that two would be the minimum number of lots in a MHS zoning district, thus creating a "subdivision." As part of that decision, Council gave Planning staff a directive that any future proposed development or placement of manufactured homes would have to be part of a larger request for multiple lots consistent with the Intent Statements of the Zoning Ordinance. While this request is for two adjacent lots, technically meeting the ordinance requirement, the lots are being used jointly as a single homestead and would be inconsistent with the Zoning Ordinance and would appear to circumvent the intent of Council's directive in this regard.

   Finally, during the May 2, 2017, City Council meeting, a text amendment to the Zoning Ordinance was adopted to allow for stricter regulations for the development of Industrialized Housing. This was done in an effort to protect homeowners in Single-Family Residential districts from depreciating property values in the neighborhoods where Industrialized Housing could be placed. There are no similar standards for Manufactured Housing designed to insure the property values of the surrounding area. If this rezoning is approved, similar concerns could be raised. The City's Comprehensive Plan calls for a mix of housing choices in the City of which manufactured housing can be an appropriate option. However, based on past precedent and the policies established through the zoning ordinance, staff believes this is not the appropriate location for one, given the predominant single-family residential character of this neighborhood. If the Planning Commission and Council wishes to allow for more manufactured housing throughout the City, especially mixed within established single-family neighborhoods, amendments to the zoning ordinance and/or Comprehensive Plan would be an appropriate means to move in that direction.

2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*

   Allowing a single property to rezone to the MHS district would contradict the intent of the Zoning Ordinance which seems to discourage an individual manufactured home being allowed independent of a larger subdivision dedicated to manufactured housing. If an area appears to be transitional in nature, or rather, if the condition of existing housing stock warrants that manufactured housing is acceptable, then an appropriate response would be to direct staff to rezone larger regions within the neighborhood to allow both manufactured housing and site-built single-family housing. In this manner, larger areas can be created, consistent with the legislative intent of the MHS district, instead of piecemeal manufactured housing scattered throughout predominantly single-family detached houses.

3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*

   For the most part, the entire area surrounding the subject property is zoned RS-1 with the exception of the lots directly across Marx Street. Those lots are zoned Low Rise Multi-family Residence (RM-1). What is important to note is that the majority of residences located within the adjacent RS-1 and RM-1 zoning districts are traditional single-family detached homes. The only two other exceptions are manufactured homes erected prior to 1990, which are thus, considered Legal Non-Conforming Structures where a new manufactured home would not be allowed if those existing went away.

4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.*

   In 2000 the Zoning Ordinance was updated and manufactured housing ceased to be allowed to be built in Single-Family Residential Zoning Districts. This means that the existing manufactured unit on the subject site became legal non-conforming with the intent of being replaced with a traditionally built Single-Family Dwelling when the nonconforming manufactured home reached the end of its useful life. New single-family homes were built in the vicinity of the subject property in 2012, and there is no indication that anything other than traditional single-family homes will continue to be constructed in this immediate area.

5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*

Any impact felt on the environment would be comparable to the construction impacts of traditional single-family dwellings.

6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.*

   While many of the homes in the vicinity of the subject property are small and in disrepair there does not appear to be any demonstrated need for manufactured homes in the community. Several newer homes have been built near the subject property that demonstrate that traditional single-family detached housing continues to develop under the guidelines of the existing RS-1 zoning district.

7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*

   While the surrounding area has a wide array of housing types and sizes, they all fall under the permitted development standards set forth for the RS-1 zoning district. Newer homes and rebuilt homes in the area suggest that development patterns are in line with recommended guidelines for the singe family district. Any homes in the area that are legal-non conforming are allowed to continue with the expectation that they would be eventually phased out. Changing the zoning district to MHS would be contrary to long-established development patterns in the neighborhood.

Notification:

On April 24, 2017, 21 notifications were mailed out to property owners of record within a 200-foot radius of the subject area. As of the date of this publication, staff has received zero response in favor of, and zero responses in opposition to the request.

Planning Commission Recommendation:

On May 15, 2017, the Planning Commission recommended **DENIAL** of the applicant's request for a Rezoning from the Single-Family Residential (RS-1) Zoning District to the Manufactured Housing Subdivision (MHS) Zoning District on the subject property at 2101 Marx Street. The following is the complete excerpt of the minutes from the May 15, 2017, meeting for this case:

Jon James, Director of Planning and Development Services, outlined the proposed zone change to MHS in a residential neighborhood predominantly zoned Single-Family Residential (RS-1). Mr. James explained that the current Zoning Ordinance does not allow manufactured housing in the RS-1 zone, only in the MHS or MHP zoning districts. Mr. James outlined Staff's rationale recommending denial of the request based on the proposed zoning being inconsistent with Council policies regarding industrialized and manufactured housing; the zoning being inconsistent with the policies regarding the MHS zone district; and the proposed

use being incompatible with the surrounding area of single family homes. Mr. James indicated that State law allows cities to treat manufactured homes differently than single family homes.

Chairperson Priess opened the meeting for public comment.

Jim Bean, the applicant's representative displayed renderings of the proposed manufacturing and explained to the Commission this is a high-end home.

Chairperson Priess indicated that no matter how it is looked at, the proposal was still a manufactured home. Mr. Bean responded that the proposed manufactured home complied with all applicable zoning provisions except that it did not meet the definition of a single family home.

Mr. Simon Soto, a resident who lived across the street from the requested zone change, stated he had no objections to the proposed manufacturing home.

Ms. Marilyn Sneed, a resident, indicated that the applicant had lived in an existing mobile home on the property since the 1960s and understood that the home was legal non-conforming. She did not believe that replacing this home with a new manufacturing home was an issue.

Al Torres, Building Official, explained that manufactured homes were not built to the same standard as regular homes. These types of homes do not have to be on a permanent foundation and they are approved by HUD, as opposed to having to meet the International Residential Code like a traditional house would.

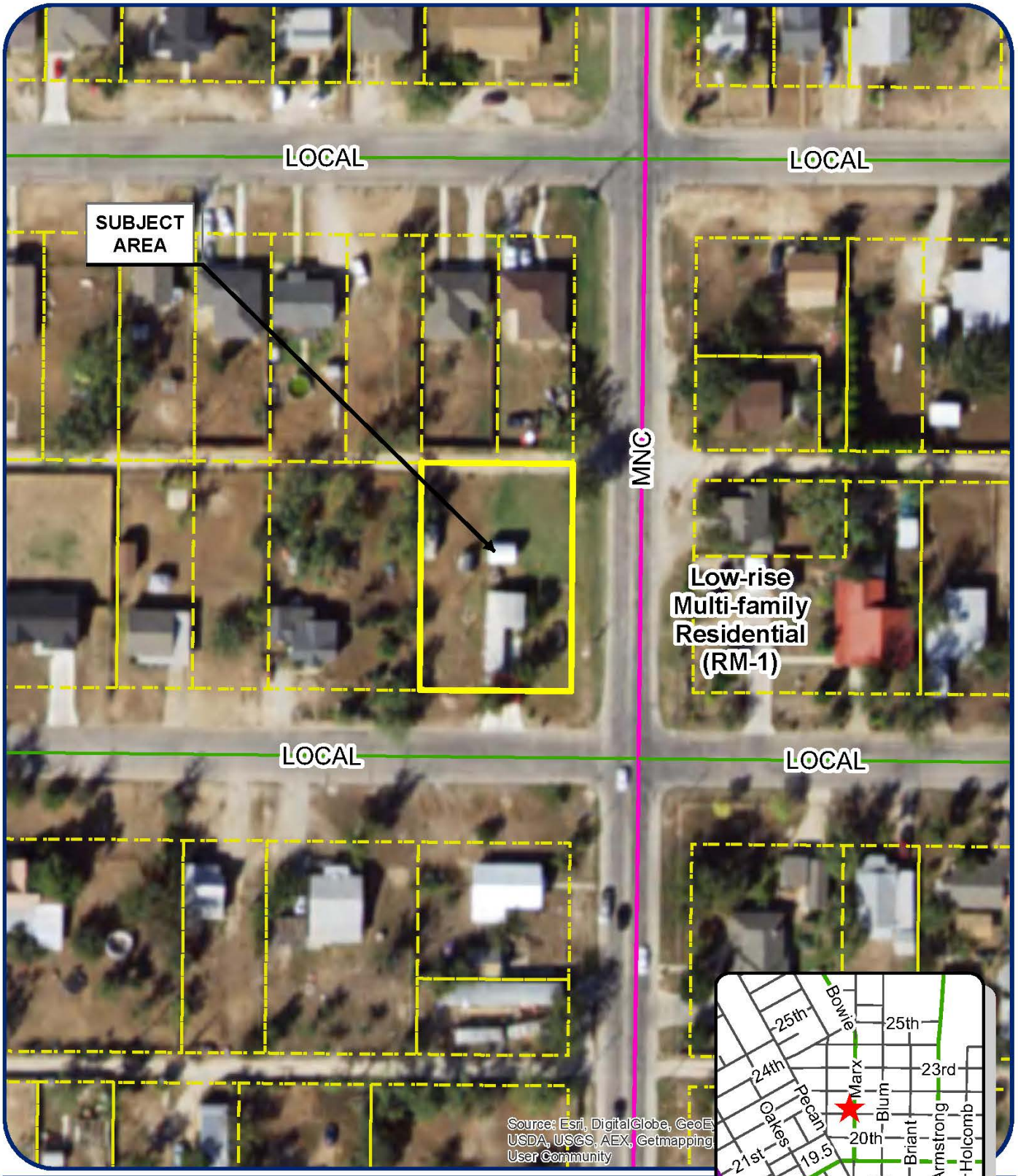
Commissioner Crisp made a Motion to DENY the proposed Zone Change. Commissioner Spano seconded the Motion, with Commissioners Crisp, Spano, Stribling and Priess voting in favor, and Commissioners Farmer and Jackson voting against. The Motion to DENY passed by a vote of 4-2.

Staff Recommendation:

Staff recommends that City Council **APPROVE** Case Z17-04, a request for a Zone Change from the Single-Family Residence (RS-1) Zoning District to the Manufactured Housing Subdivision (MHS) Zoning District.

Attachments:

Aerial Map
Zoning Map
Application
Plat
Applicant Photographs
Site Photographs



Rezoning Case File

Case Z17-04; Woodfin

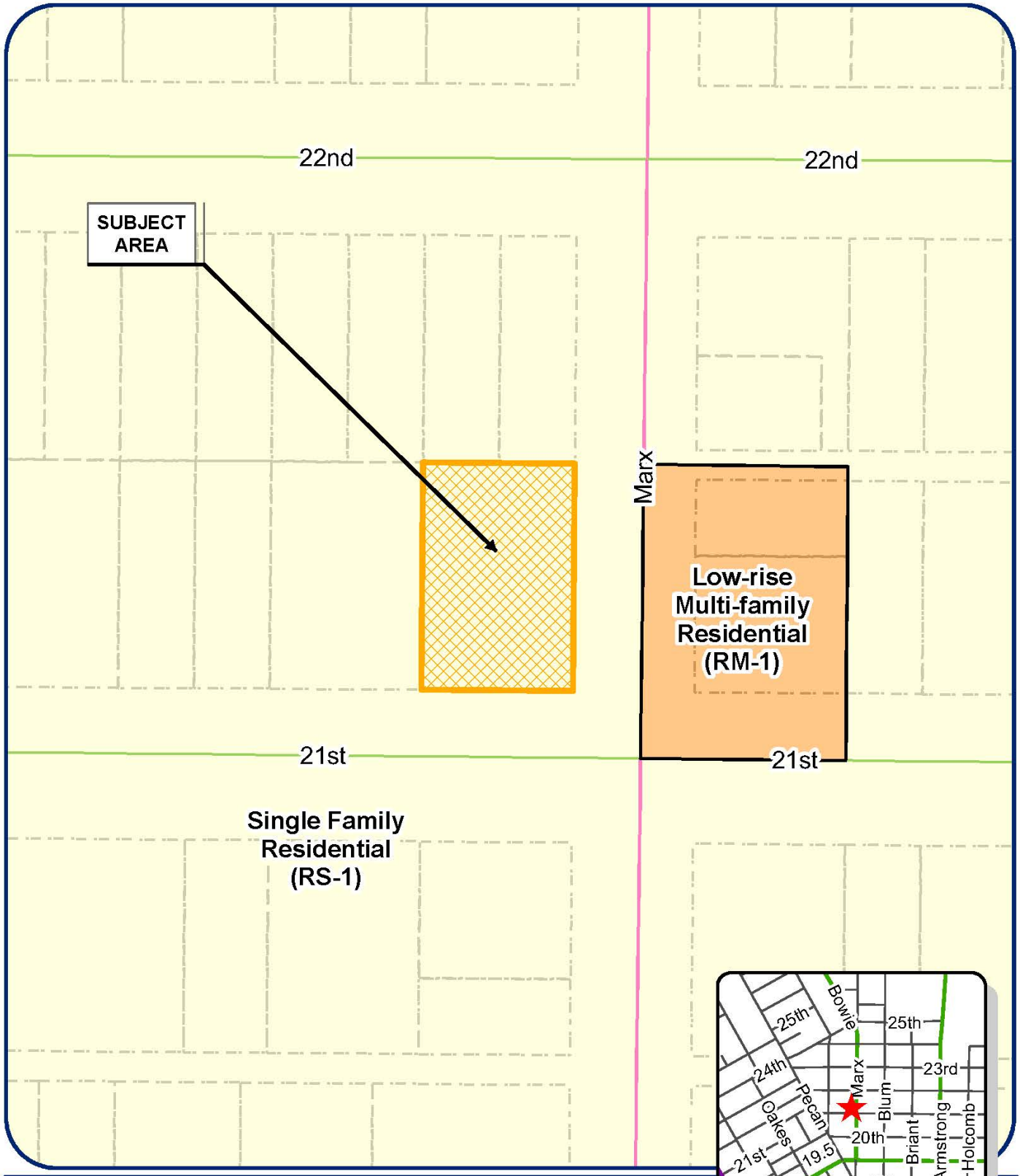
Council District: District 4 (Gonzales)
Neighborhood: Reagan
Scale: 1 Inch :: 100 Feet
Legal Description: Lots 1 & 2, Block 23, MARX & BLUM ADDITION

Legend

Subject Properties:
Current Zoning: RS 1
Requested Zoning Change: N/A
Vision: Neighborhood

N

Site-related and Area Imagery



Rezoning Case File

Case Z17-TBD; Woodfin

Council District: District 4 (Gonzales)
Neighborhood: Reagan
Scale: 1 Inch :: 100 Feet
Legal Description: Lots 1 & 2, Block 23, MARX & BLUM ADDITION

Legend

Subject Properties:
Current Zoning: RS 1
Requested Zoning Change: N/A
Vision: Neighborhood

N

Effective January 3, 2017

City of San Angelo, Texas – Planning Division
52 West College Avenue

Application for Approval of a Zone Change

Section 1: Basic Information

Name of Applicant(s): OTIS RAY WOODFIN, SR (OWNER) REPRESENTATIVE JIM BEAN

☐ Owner ☑ Representative (Notarized Affidavit Required)

Mailing Address: (REP) 902 PECOS — City: SAN ANGELO — State: TX — Zip Code: 76901-3464

Contact Phone Number: 653.4187 — Contact E-mail Address: JIMBEAN@JIMBEAN.COM

Subject Property Address: 2101 MARX ST — City: SAN ANGELO — State: TX — Zip Code: 76903-3006

Legal Description (*can be found on property tax statement or at www.tomgreencad.com*): SUBD: MARX & BLUM ADDITION BLK 23 LOT: 1+2

Existing Zoning: RS-1 **Proposed Zoning:** MHS **Lot size:** 0.344 ACRES 100FF/100RF/140.0DF

(Zoning Map available on City Maps)

Section 2: Site Specific Details

Existing Use of Property: RESIDENCE

*Proposed Use of Property: RESIDENCE

*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

☑ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;

☑ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.

☑ If approved, a zone change is applied to the property, not the property owner.

☑ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.

☑ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.

☑ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.

☑ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.

☑ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable $35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Hours of Operation: 8 AM -12 PM & 1PM – 5 PM 325-657-4210, #2 www.cosatx.us/planning

To the City of San Angelo Planning Commission
52 W. College Avenue
San Angelo TX 76903

I am requesting a zone change for the property located at 2101 Marx Street. The legal description is: SUBD: Marx & Blum Addition, Blk 23, Lot: 1& 2. I respectfully request that the property be rezoned to MH to allow the property owner to upgrade his residence utilizing a new manufactured home. As required under section 212.G of the San Angelo Zoning Ordinance, I am offering the following reasoning to justify my request for this zone change.

1. The purpose and the final result of this request is consistent with the plans and policies put forth by the Planning Commission and our City Council. We are addressing basic upgrading of an existing single family residence to a more safe and accommodating structure. The upgrade will enhance the aesthetics of the existing neighborhood, is not associated with any disadvantage to the existing environment and would be considered the 'best use' of the property.

2. This proposal may be the only avenue to accommodate the needs of the city and the property owner. This request is necessary as all other common solutions are no longer available within the current San Angelo ordinances. (Note: other Texas cities upgraded their zoning ordinances to recognize manufactured housing and its many benefits as a viable and acceptable approach to safe, affordable housing. Those cities offer special permitting and enable 'remove and replace' policies that do not require planning commission presentations other than basic code enforcement to insure safe utilities similar to a conventional 'stick-built' site home.) The two lots easily allow for all setbacks, easements, and property line requirements that are customary within this neighborhood.

3. The proposed zone change is 100% compatible with the existing and proposed uses of the surrounding area and is factually appropriate as a quality built, single-family residence with regard to the zoning of this neighborhood.
   The Marx & Blum addition is zoned predominantly Single-Family Residential but includes a mixture of building types and styles, including multiple mobile homes (not manufactured homes). The current mobile home located on this property was built in 1959. As this mobile home is grandfathered but the land is not, a zoning change is required to put a new manufactured home on these two lots. The proposed new manufactured home was built in 2016 to HUD standards and will provide a safe modern home which enhances this neighborhood.

4. There are no changes in the area condition that are triggered by this request. This request is a method based solely on the current city ordinances' approach to accommodate the homeowner's request to upgrade his existing residence, located within a single-family neighborhood. Although this residence will remain single-family, there is a Low Rise Multi family zoned property immediately across the street to the east, and a short distance to the north is a CN property, (Neighborhood Commercial).

5. N/A No significant adverse impact on the natural environment is associated with this request. There are no changes from the current conditions.

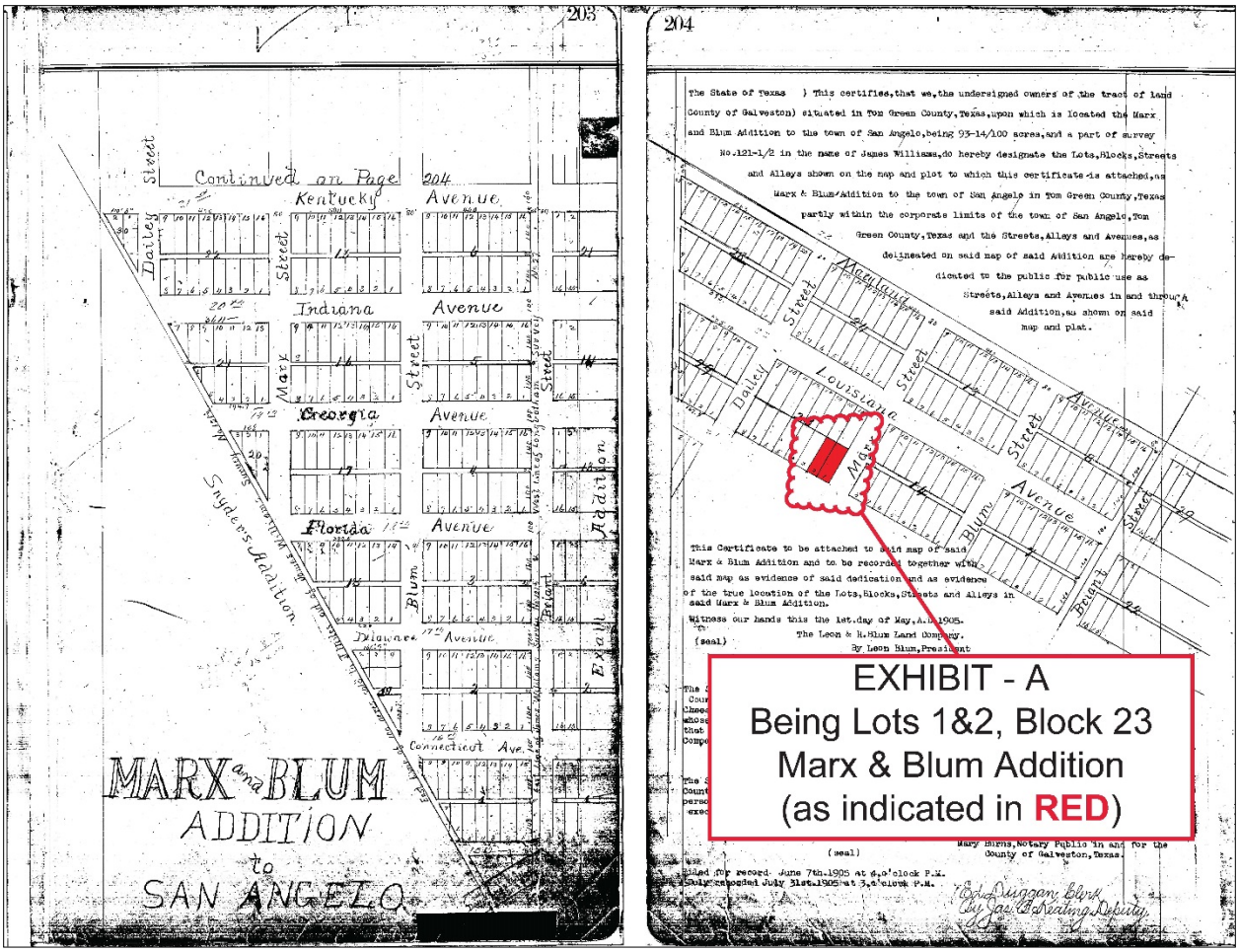
6. The need for quality, affordable housing has never been greater. Today's manufactured homes deliver outstanding quality and performance at prices ranging from 10-20 per cent less per square foot than conventional site-built homes. This request will enhance the visual impact of this neighborhood without introducing any negative effects. This proposed zone change will improve the quality of the surrounding neighborhood by allowing a manufactured home built in 2016 that meets the Housing and Urban Development codes, to replace a mobile home built in 1959.
You could characterize this request as a beautification project. As stated within the San Angelo Strategic Plan-Vision Plan, revision 2009: Neighborhoods, in order to be sustainable, should have a diversity of residential products and affordability levels. San Angelo neighborhoods welcome cost effective, 'GREEN', and safe structures that satisfy 100% of our city's current building codes. This zone change supports the city's planning department's strategic plan, "Vision Plan for Neighborhoods: Goal 1: Promote Vibrant and viable neighborhood. . .

7. The granting of the zone change on this specific property will not adversely affect the land use pattern of the area as outlined by the land use section of the Comprehensive Plan.
This proposal is an excellent example of the city establishing common sense approach to enabling home owners to upgrade their residences in a safe, logical manner. This home is LEED certified and helps to establish a standard within this neighborhood of energy efficient construction including components such as low E windows, energy efficient appliances.

Respectfully,

Jim Bean

for Otis Woodfin, Sr - property owner


203
204
Continued on Page 204
Kentucky Avenue
Indiana Avenue
Georgia Avenue
Florida Avenue
Delaware Avenue
Connecticut Ave.
Dailey Street
Marx Street
Blum Street
Bright Street
Snyders Addition
MARX and BLUM ADDITION to SAN ANGELO
Louisiana Avenue
The State of Texas } This certifies, that we, the undersigned owners of the tract of land
County of Galveston) situated in Tom Green County, Texas, upon which is located the Marx
and Blum Addition to the town of San Angelo, being 93-14/100 acres, and a part of survey
No.121-1/2 in the name of James Williams, do hereby designate the Lots, Blocks, Streets
and Alleys shown on the map and plot to which this certificate is attached, as
Marx & Blum Addition to the town of San Angelo in Tom Green County, Texas
partly within the corporate limits of the town of San Angelo, Tom
Green County, Texas and the Streets, Alleys and Avenues, as
delineated on said map of said Addition are hereby de-
dicated to the public for public use as
Streets, Alleys and Avenues in and through
said Addition, as shown on said
map and plat.
This Certificate to be attached to said map of said
Marx & Blum Addition and to be recorded together with
said map as evidence of said dedication and as evidence
of the true location of the Lots, Blocks, Streets and Alleys in
said Marx & Blum Addition.
Witness our hands this the 1st. day of May, A.D. 1905.
The Leon & M. Blum Land Company.
By Leon Blum, President
(seal)
Mary Burns, Notary Public in and for the
County of Galveston, Texas.
Filed for record June 7th-1905 at 4.o'clock P.M.
Duly recorded July 31st.1905 at 3.o'clock P.M.
Ed. Duggan, Clerk
By Jas. E. Keating Deputy.
EXHIBIT - A
Being Lots 1&2, Block 23
Marx & Blum Addition
(as indicated in RED)

Photos submitted by applicant showing proposed manufactured home to be placed on lot if zone change approved.

SOLD

Site Photos

Front of Property

Looking East

Looking North

Looking South

Side of Property on 21st St.

Newer Home on 21st St.

Newer Homes on 22nd St.

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **generally located at 2101 Marx Street, the northwest corner of the intersection of Marx Street and East 21st Street,, compromising a total of 0.344 acres,** FROM SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT TO MANUFACTURED HOUSING SUBDIVISION (MHS) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on consideration of the application for zoning change from Single Family Residential District (RS-1) to Manufactured Housing Subdivision District (MHS), Z17-04, Woodfin; the Planning Commission and City Council having given notice of public hearing on the application as required under the Zoning Ordinance; City having published notice of public hearing in compliance with the Zoning Ordinance; City Council having afforded a full and fair public hearing on the application and having considered the amendment criteria applicable under the Zoning Ordinance; and, City Council being of the opinion that zoning changes should be made as set out herein;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic Zoning Ordinance for the City adopted on January 4, 2000, and the zoning map be and the same are hereby amended as follows:

The real property generally located at 2101 Marx Street, at the northwest corner of the intersection of Marx Street and East 21st Street, within the corporate limits of the City of San Angel, more specifically being Lots 1 and 2 in the Marx and Blum Addition, Tom Green County, Texas, compromising a total of 0.344 acres, Single-Family Residential (RS-1) Zoning District, shall henceforth be permanently zoned as follows: Manufactured Housing Subdivision (MHS) Zoning District.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **20th day of June, 2017,** and finally PASSED, APPROVED AND ADOPTED on this the **18th day of July, 2017.**

THE CITY OF SAN ANGELO

_____

Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Allison Strube, Water Utilities Assistant Director, Water Utilities, 325-657-4209

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

Second reading and adoption of an ordinance amending Chapter 11.02.043 raw water permit and Appendix A, Article A8.000 untreated water rates and raw water permit fee - (B. Riley)

Summary/History:

The City provides untreated (raw) water to customers around Lake Nasworthy and also to property owners along the Hickory transmission line. In the rates adopted by City Council in December 2015, the untreated water rates went from a tiered rate structure to a flat rate per 1,000 gallons. With the intent to keep this water customer class revenue neutral, this resulted in a higher rate than the treated water rates.

In addition to keeping this class revenue neutral, the higher rate for the untreated water reflects the value of the water to the city. These are the City's important water supply sources and any use of them counts against the City's water right allocation and diminishes the amount we have available to serve the entire city. Therefore, we wanted everyone to be diligent in the use of this water and even though it is untreated, use it in the most conservative manner.

The ordinance change brought with this item will amend the current untreated water rates to the current volumetric landscape rates. This will take the rates from a flat rate per 1,000 gallons, to a two-tiered seasonal rate that all landscape customers pay citywide.

In addition to the volumetric rate change, the sections of the ordinance pertaining to the requirement of a raw water permit and associated fee are being removed from the ordinance. The permit was used prior to requirement for all users of raw water to meter their use. Now that it is required for customers to meter their raw water consumption, the need for the raw water permit is no longer necessary.

Financial Impact:

Approximately $10,000* annual reduction in water revenue.

*This amount is calculated based on 2016 untreated water usage with the existing untreated water rates and the summer and winter rates in the 0-89,000 gallon tier.

Other Information/Recommendation:

Staff recommends approval to change the untreated water rates to be the same as landscape volumetric rates, and also recommends to remove the sections of the ordinance pertaining to a raw water permit.

City Council unanimously approved the first reading of the ordinance amendments on June 20, 2017.

If approved, changes to the ordinance would become effective August 1, 2017.

Attachments:

1. Ordinance 17-615_WU_RAW_WATER.docx

Presentation:

Approvals/Reviews:

Allison Strube	Created/Initiated
Bill Riley	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 11, "UTILITIES", ARTICLE 11.02 "WATER AND SEWER SYSTEMS", BY REPEALING AND DELETING IN ITS ENTIRETY SECTION 11.02.043 PROVIDING FOR RAW WATER PERMITS; AMENDING APPENDIX "A" "FEE SCHEDULE", ARTICLE A8.000 "UTILITY RELATED FEES" PROVIDING FOR UNTREATED WATER RATES; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, all water, treated or raw, furnished to customers under Chapter 11, Division 2 "Water Service" must be measured by meters, except when impractical to do so for special occasions; and,

WHEREAS, the ordinance provision for raw water permit serves no purpose for customers on metered raw water service; and,

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

Section 1. Chapter 11, Division 2 "Water Service" is hereby amended by repealing and deleting in its entirety, Section 11.02.043 "Raw Water Permit".

Section 2. Appendix A "Fee Schedule", Article A8.000 "Utility Related Fees", Section A8.002 "Monthly Water Rates; Sanitary Sewer Discharge Charges; Industrial Waste Charges; Sewer Tap Charges", subsection (a)(1) shall be amended by deleting subsection "E" in its entirety and amending subsection "D" to read as follows:

(D) Landscape and untreated water (all customers) volumetric, rate per 1,000 gallons:

	2016	**2017**	**2018**	**2019**	**2020**
Winter					
0–89	$4.46	$5.09	$5.81	$6.23	$6.68
>89	$9.98	$11.39	$12.99	$13.93	$14.94
Summer					
0–89	$4.66	$5.32	$6.07	$6.51	$6.98
>89	$10.43	$11.90	$13.58	$14.56	$15.62

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

Section 3. Appendix A "Fee Schedule", Article A8.000 "Utility Related Fees", Section A8.012 "Raw Water Permit Fee" is deleted in its entirety.

Section 4. All provisions of Chapter 11, Division 2 "Water Service", Article A8.000 "Utility Related Fees not amended hereby shall remain in full force and effect.

Section 5. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, or for any reason unenforceable, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation of this Ordinance

Section 6. This Ordinance shall become effective August 1, 2017..

INTRODUCED on the 20th day of June, 2017, and finally PASSED, APPROVED AND ADOPTED on this the 18th day of July, 2017.

THE CITY OF SAN ANGELO

BY:_____
Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

Consider a resolution canvassing returns and declaring the results of the Runoff Election held on the July 8, 2017 - (Presentation by Mayor Gunter and City Clerk Bryan Kendrick)

Summary/History:

The canvassing of the Runoff Election is a routine action required by the election code.

Financial Impact:

The expense of the runoff election was reduced in line with the reduction of polling locations from 18 in a citywide election to 6 in a Single Member District election. The six locations were agreed to by both candidates. The base estimate of this runoff election is $15,000 - $20,000.

Other Information/Recommendation:

Staff recommends adoption of the resolution

Attachments:

1.	Canvassing Resolution July 2017	CC_CANVASS_7-18-17_RUNOFF_ELECTION_RESO_Final.docx
2.	Exhibit A Precinct by Precinct Report	Exhibit A 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

RESOLUTION # _____

A RESOLUTION AND ORDER CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A MUNICIPAL OFFICER'S RUNOFF ELECTION FOR CITY COUNCIL MEMBER SINGLE MEMBER DISTRICT SIX OF THE CITY OF SAN ANGELO, TEXAS HELD ON JULY 8, 2017

WHEREAS, There came to be considered the returns of a runoff election held on the 8th day of July, 2017 for the purpose of electing City Council Member Single Member District Six, and it appearing from said returns, duly and legally made, that there were cast at said election valid and legal votes as set out in the Report attached hereto as **Exhibit "A"**; that each of the candidates in said election received the following votes:

City Council Member, Single Member District Six
Billie F. DeWitt 578 Votes
Steve Hampton 549 Votes

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

Section 1. Said election was duly called; notice of said election was given in accordance with law; only qualified resident voters within Single Member District Six were allowed to vote at said election; the canvass of votes cast and returns thereof, attached hereto as **Exhibit "A",** were made in accordance with law; and, Billie F. DeWitt was duly elected by majority vote of the votes cast for City Council Member, Single Member District Six. Said named candidate is hereby declared duly elected to City Council Member Single Member District Six.

Section 2. It is further ordered that the Mayor cause to be prepared a Certificate of Election pursuant to this canvass of election returns to be promptly delivered to __Billie F. DeWitt; and,

Section 3. 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 18th day of July, 2017.

THE CITY OF SAN ANGELO, TX

_____
Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

Approved as to Content:

_____
Bryan Kendrick, City Clerk

Approved as to Form:

_____
Theresa James, City Attorney

Canvass Report — Total Voters — Unofficial

CITY OF SAN ANGELO — OFFICIAL BALLOT — July 08, 2017

07/10/2017 04:30 PM

Total Number of Voters : 1,133 of 10,893 = 10.40%

Precincts Reporting 4 of 4 = 100.00%

CITY COUNCIL MEMBER, SINGLE MEMBER DISTRICT 6

Precinct	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Billie F. Dewitt	Steve Hampton	Totals
215	157	128	285	2371	12.02%	137	148	285
319	290	96	386	3192	12.09%	189	195	384
421	182	110	292	3214	9.09%	152	139	291
424	113	57	170	2116	8.03%	100	67	167
Totals	742	391	1133	10893		578	549	1127

Exhibit A

Form #2204 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

Filing Fee: None

This space reserved for office use

OATH OF OFFICE

DRAFT

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)

SAMPLE

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 __ San Angelo, Tom Green County, Texas

Position to Which Elected/Appointed 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	City Clerk
Printed Name	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

SAMPLE

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: Bob Salas, Neighborhood Services Director, Community and Housing Support, 325-655-0824

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

Public hearing, discussion and deliberation on requested projects to be considered for funding with grant year 2017 Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) grant funds from the U.S. Department of Housing and Urban Development (Presentation by Neighborhood & Family Services Director Bob Salas)

Summary/History:

This is a public hearing for the 2017 CDBG and HOME funds allocations and the discussion and deliberation of those funds. After Council makes its allocation decisions in accordance with the Citizen Participation Plan, staff will prepare the Annual Action Plan for Council approval. The attached project descriptions and funding spreadsheets outline available funding and staff's recommendations. In addition to federal grants, funding amounts include local funds managed by the Division.

The City expects to receive approximately $688,898 in CDBG funds and $249,197 in HOME funds from the U.S. Department of Housing and Urban Development (HUD) for Grant Year 2017, Oct 1, 2017 - Sep 30, 2018. Additionally, we anticipate receiving $32,000 in CDBG program income, $24,000 in HOME program income, $38,412 in rental revenue, $30,135 from COSADC, and $62,455 in prior year funds for a total of **$1,125,097** to be allocated to 2017 projects.

Project descriptions provide a synopsis of the applications for funding which were reviewed and analyzed by staff. The other attachment is the 2017 CDBG/HOME Projects Funding Worksheet which provides a summary of all proposed projects recommended for funding. Two separate public hearings were held to obtain citizen input and citizen recommendations were taken into account in staff's recommended allocations.

Financial Impact:

The City will receive $994K of new CDBG and HOME grant funds, plus program income to operate programs in the Division. In addition, $30K from SADC, $38K from rent revenue and $62K from prior year funds will be added to this year's budget for Community & Housing Support Division.

Other Information/Recommendation:

Attachments:

1. Project Descriptions — Project Descriptions 2017.pdf
2. Allocation Spreadsheets — Proposed Allocs 2017 ALL FUNDING - Council meeting.xlsm

Presentation:

Bob 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

PROPOSED CDBG/HOME PROJECT DESCRIPTIONS

Listed below are detailed descriptions of activities recommended for funding under 2017 CDBG and HOME grant programs. Descriptions include timelines for each project, additional funding received for specific use of the project, and what national/local objectives the project addresses.

CDBG FUNDED PROJECTS

$144,000 CDBG Administration/Planning

Staff and related costs required for overall program management, coordination, monitoring, reporting, and evaluation of CDBG and HOME programs.

Additional Funding:	None
NATIONAL OBJECTIVE:	NA
CONS. PLAN OBJECTIVE:	Non-Housing Community Development
ELIGIBLE ACTIVITY:	21A General Program Administration §570.206

$392,850 City's Housing Program

Continues funding for the Housing Rehabilitation/Preservation Program which includes:

- Emergency Repairs
- Homeless Prevention
- Program Delivery

Emergency Repairs - $177,850 will fund 100% grant for low/moderate income homeowners for up to $5,000.00 in Emergency Repairs. An emergency is a situation or condition that occurred without warning (within two (2) weeks), is detrimental to life, health, or safety and requires immediate action. Action must be taken within 24-72 hours to remediate the emergency situation. Modifications to provide barrier-free living space, when feasible, for homes occupied by either disabled or elderly individuals requiring such modifications will also be included. The goal for this funding is to complete repairs for at least 30 unduplicated households. Services continue throughout the year.

Additional Funding:	None
NATIONAL OBJECTIVE:	Benefit 100% low/moderate income households
CONS. PLAN OBJECTIVE:	Affordable Housing
ELIGIBLE ACTIVITY:	14A Rehabilitation §570.202

Homeless Prevention - $90,000 - The goal of this program is to help prevent homelessness with limited cash assistance. The target households are those who can usually maintain their housing, but who have had to deal with a sudden, short-term financial crisis which left them temporarily unable to meet their housing costs. The program is not intended for persons who have are likely to be at-risk of homelessness on a recurrent basis. Housing assistance in the form of rent and/or mortgage payments is available for up to 175% of the client's unit

lease rate or monthly mortgage amount for up to three (3) consecutive months within a three year period to any one household. Arrears are prohibited by CDBG regulations. Therefore, only the current month's rent can be paid.

Additional Funding:	None
NATIONAL OBJECTIVE:	Limited Clientele
CONS. PLAN OBJECTIVE:	Special Needs/Homeless
ELIGIBLE ACTIVITY:	05 Public Services §570.201(e)

Program Delivery - $125,000 will fund salaries and benefits for program staff and provide funds for operating the Rehab programs.

Additional Funding:	None
NATIONAL OBJECTIVE:	Benefit 100% low/moderate income households
CONS. PLAN OBJECTIVE:	Affordable Housing
ELIGIBLE ACTIVITY:	14A Rehabilitation §570.202

$38,000 Code Compliance

Funds the salary and benefits for a City of San Angelo Code Compliance Officer. This officer will be assigned to enforce codes, such as junk, junk vehicles, tall grass and weeds, junk appliances, refuse, unsightly material and temporary signs, and related state laws in low/moderate income areas defined by the 2010 Census. On average, the Code Compliance Division performs about 2900 compliance activities annually, which include inspection, re-inspection and violation documentation in low/moderate income areas. The service provided by the officer will aid in the elimination of conditions which are detrimental to health, safety and public welfare in targeted areas of the City. Year-long project.

Additional Funding:	None
NATIONAL OBJECTIVE:	Benefit at least 51% low/moderate income
CONS. PLAN OBJECTIVE:	Non-Housing Community Development
ELIGIBLE ACTIVITY:	15 Code Enforcement Activities §570.202(c)

$146,048 Debt Service

Repayment of the Section 108 Loan for Rio Vista Park Renovation and the Producer's Park Development. This loan totaling $2,035,000 plus interest will be paid back over period not to exceed 20 years.

Additional Funding:	None
NATIONAL OBJECTIVE:	Benefit at least 51% low/moderate income persons
CONS. PLAN OBJECTIVE:	Public Facilities
ELIGIBLE ACTIVITY:	Parks, Recreational Facilities §570.201(c)

HOME FUNDED PROJECTS

$172,202 City's Affordable Housing Program

Funds provided for HOME administration and Homebuyers Assistance Programs to continue to revitalize the current City Council identified Rio Vista, Blackshear, Reagan and Fort Concho target areas through down payment and closing cost assistance. Of the amount allocated, $27,320 of HOME funds will provide for administration costs along with $68,547 from other non-HOME funds. In addition, $144,882 will provide approximately 15 families down payment and closing cost assistance to purchase a home. Projects will be executed throughout the year.

Additional Funding: None
NATIONAL OBJECTIVE: Benefit Low/Moderate Income Persons Benefit
CON. PLAN OBJECTIVE: Affordable Housing
ELIGIBLE ACTIVITY: Homebuyer §92.205(a)

$64,000 MHMR Tenant-based Rental Assistance

Funds provide tenant-based rental assistance (TBRA) to 20 clients with a chronic mental illness residing within the San Angelo city limits over a period of a year. A combined amount of $1,545 from 2017 HOME funds and $62,455 from prior year HOME funds will provide rental assistance, one time security deposit assistance, and one-time utility deposit assistance. TBRA may be used on any rental property within the City of San Angelo that meets HUD's minimum Housing Quality Standards. Yearlong services will be provided.

Additional Funding: None
NATIONAL OBJECTIVE: Benefit Low/Moderate Income Persons
CONS. PLAN OBJECTIVE: Special Needs/Homeless Populations
ELIGIBLE ACTIVITY: 05S Tenant-Based Rental Assistance §92.205(a)

$99,450 Galilee Community Development Corp – CHDO Construction Grant

Funds provide for new home construction for low/moderate income residents. GCDC's current goal is to build at least 3 homes with the 2017 allocation and with other resources.

Additional Funding: None
NATIONAL OBJECTIVE: Benefit Low/Moderate Income Persons
CONS. PLAN OBJECTIVE: Affordability Housing
ELIGIBLE ACTIVITY: 12 Construction and Housing §92.2.05(a)

City of San Angelo
2017 CDBG Projects Funding Worksheet

CDBG Federal Entitlement	688,898
Program Income: Housing Rehab Loans	32,000
Program Year Funds Available	**720,898**
CHS Administration Cap	144,180
Public Service Cap	108,305
Prior Year Funds Available	**0**
Total Available to Allocate	**720,898**

	Prior Year Allocation	Proposed Allocation
Administration/Planning		
CHS Admin (≤20% EN+PI))	142,144	**144,000**
Rehab/Preservation		
Hsg Rehab Admin	123,714	**125,000**
Hsg Rehab Program	150,000	0
Emergency Repairs	109,165	177,850
Homeless Prevention	0	90,000
Debt Payment Services	147,695	**146,048**
Clearance		
Code Compliance - Code Enforcement	38,000	38,000
Total Requests		**720,898**

City of San Angelo
2017 HOME Projects Funding Worksheet

HOME Federal Entitlement	249,197
Program Income: Revitalization Loans	24,000
Program Year Funds Subject to Caps	**273,197**
Prior Year Funds Available	**62,455**
SADC Revenue	30,135
Elderly Duplex Rent Revenue (RR)	38,412
Total SADC/Rent Rev	**68,547**
Total Available to Allocate	**404,199**

	Prior Year Allocation	Proposed HOME Allocation	Other Funds (Prior year, SADC)	Total Allocation
City Requests				
CHS - HOME Admin (≤10%EN+ PI)	106,000	**27,320**	**68,547**	**95,867**
CHS - Neigh Revitalization(Down Pmt)	111,300	**144,882**	**0**	**144,882**
Community Requests				
MHMR - TBRA	51,000	**1,545**	**62,455**	**64,000**
Galilee CDC (CHDO Set-Aside)	88,000	**99,450**		**99,450**
Total Requests				**404,199**

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Ryan Ward, Traffic Oprations Superintendent, Traffic Operations, (325) 657-4377

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

Consider a resolution approving an emergency contract in regards to installation and construction of the signalized intersection at Main Street and Pulliam Street (FM 380)/3rd Street pursuant to Texas Local Government Code §252.022(a)(2) and associated project costs; and authorizing the City Manager to execute related documents - (Presentation by Traffic Operations Superintendent, Ryan Ward)

Summary/History:

Storm damage from the June 23, 2017 weather event left the signalized intersection of Main Street and Pulliam Street (FM 380)/3rd Street, damaged beyond repair. Currently this intersection is operating as an All-Way Stop condition with the allowed signs per the Manual of Uniform Traffic Control Devices (MUTCD). However, the need to re-construct this intersection to the appropriate design standards needs expeditious priority, in order for continued operation safely.

Financial Impact:

The estimated cost for this project is $170,000. A Budget Amendment will be submitted to Council for approval for both revenue and expense to cover this expenditure.

Other Information/Recommendation:

Attachments:

1. Resolution 17-690 Resolution emergency Purchase Signal Main and Pulliam.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

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL APPROVING AN EMERGENCY PURCHASE FOR THE INSTALLATION AND CONSTRUCTION OF THE SIGNALIZED INTERSECTION AT MAIN STREET AND PULLIAM STREET PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §252.022(A)(2) AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL RELATED DOCUMENTS.

WHEREAS, on June 23, 2017 severe thunderstorms swept through the City of San Angelo causing a great deal of property damage; and

WHEREAS, damage from the storm included damage to the signalized intersection at Main Street and Pulliam Street; and

WHEREAS, Texas Local Government Code §252.022(a)(2) provides an exception to the competitive bidding requirements for a procurement necessary to protect the public health or safety of the municipality's residents; and,

WHEREAS, damage to the intersection must be resolved as quickly as possible to avoid further safety concerns for the public;

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

PART 1: The storm damage to the intersection of Main Street and Pulliam Street poses safety concerns for the citizens of the City of San Angelo.

PART 2: The City Manager is authorized to select a contractor and negotiate and execute a contract with that contractor for the repair of the signalized intersection located at Main Street and Pulliam Street.

PASSED and APPROVED THIS 18th DAY OF July, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

_____
Brenda Gunter, Mayor

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Allison Strube, Water Utilities Assistant Director, Water Utilities, 325-657-4209

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

Discussion regarding late fee charges associated with the municipal statement - (Requested by City Council; Presentation by Water Utilities Director Bill Riley)

Summary/History:

The City currently charges a late fee of $25.00 on delinquent utility accounts. This was implemented in 2005 when the Council adopted to increase this fee from $10.00 to $25.00.

Code of Ordinance, Appendix A Fee Schedule, Article A8.007(a)(1)
Any water utilities bill not paid within twenty-eight (28) days after the billing date shall be deemed delinquent and a late charge of twenty-five dollars ($25.00) shall be added to the account for the expense of handling the delinquent account.

For the past 5 fiscal years, the City has received the following revenues for late fees:

- FY16: $1,591,510
- FY15: $1,574,371
- FY14: $1,444,741
- FY13: $1,505,274
- FY12: $1,499,387

The following survey cities have the corresponding late fees associated with their utility bills:

- Midland - 10% of total bill
- Big Spring - 10% of total bill
- Odessa - 5% of total bill
- Wichita Falls - 5% of total bill
- Abilene - No late fee

Financial Impact:

The City currently budgets $1,500,000 in revenue for late fees each fiscal year. Depending on Council direction, this revenue and overall utility revenues would need to be adjusted to meet the goals of the 5-year Council adopted rate plan.

Other Information/Recommendation:

Staff seeks Council direction and will follow-up with related documents as necessary.

Attachments:

Presentation:

Approvals/Reviews:

Allison Strube	Created/Initiated
Bill Riley	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Shannon Scott, Economic Development Specialist, Planning and Development Services, 325.653.7197

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

Consider approving TIRZ incentive requests for seven South-TIRZ private projects totaling $112,920.62 and one South-TIRZ public project that totals $37,000 that were approved by the TIRZ Board on 5/23/17 and also Consider approving TIRZ incentive requests for two North-TIRZ private projects totaling $124,150 and one South-TIRZ private project that totals $38,030 that were approved by the TIRZ Board 6/27/17 - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The Tax Increment Reinvestment Zone (TIRZ) Board recommended the following projects for funding through the TIRZ incentive program at the TIRZ Board meeting conducted 5/23/17. All projects were submitted by their respective property owners during the most recent application period for consideration of incentive projects in accordance with the Board's adopted incentive program policies. Details of each recommended project are provided below.

TIRZ South Projects approved for funding from the TIRZ South Private Funds:

KWGV1 Properties (113 E. Twohig). The funding amount requested from the applicant is $75,000 and the TIRZ Board approved unanimously 6-0 to fund a portion of the project for a total of $20,280.62. The summary of work to be performed by the applicant includes upgrades to the façade by painting the entire exterior, repairing awnings over the doors, and installation of an awning over the rear door, cleaning up and raising electrical wiring, adding two new exterior doors, installing 3 new windows and installing xeriscaping, artificial turf and drought resistant plants in the front. The portion of the funding that was denied included replacing the fencing and gates, and paving the side drives and parking lot.

Julie & Jim Raymond (28 N. Chadbourne). The funding amount requested from the applicant is $22,390 and the TIRZ Board approved unanimously 6-0 to fund 100% of the project. The summary of work to be performed by the applicant includes improvements to the exterior by demolishing the existing façade, reframing of a new door and window openings, trimming out of new doors and windows, painting of the doors, trim and exterior, removal of paint on tiles and restoration of new tiles, fabrication of new metal awnings, installation of 2 LED lights under the canopy and demolition and re-pouring of the existing sidewalk.

12 N. Chadbourne, LLC (30 N. Chadbourne). The funding amount requested from the applicant is $26,800 and the TIRZ Board approved unanimously 6-0 to fund 100% of the project. The summary of work to be performed by the applicant includes improvements to the exterior by demolishing the existing front of the building, adding new glass windows, installing brick pavers on the façade, installing a new metal awning, new paint, new wood trim and new LED lights.

12 N. Chadbourne, LLC (32 N. Chadbourne). The funding amount requested from the applicant is $25,700 and the TIRZ Board approved unanimously 6-0 to fund 100% of the project. The summary of work to be performed by the applicant includes improvements to the exterior of the building by demolishing the existing front, adding new glass windows, a door unit, trim, re-plastering, installing 2 new metal, fire retardant awnings, new paint, new LED lights and the

installation of 2 wrought iron railings.

Biggerstaff/Newling (21 N. Chadbourne). The funding amount requested from the applicant is $70,840 and the TIRZ Board approved unanimously 6-0 to fund a portion of this project in the amount of $25,000. On May 24th, 2017, per the request of the owner of this property, this project has been pulled.

Michelle Chapa (59 N. Chadbourne). The funding amount requested from the applicant is $3,350 and the TIRZ Board approved unanimously 6-0 to fund a portion of this project in the amount of $2,100. The summary of work to be performed includes improvements to the exterior in the form of new exterior doors, and new interior doors that are required by code for secondary egress. The portion of funding that was denied included mounting of a new sign and landscaping.

Michelle Chapa (23 W. Beauregard). The funding amount requested from the applicant is $6,600 and the TIRZ Board approved unanimously 6-0 to fund a portion of this project in the amount of $5,800. The summary of work to be performed by the applicant includes improvements to the exterior in the form of new outside doors, and installing new interior doors that are required by code for secondary egress as well as the installation of a new sign. The portion of funding that was denied included landscaping.

220 N. Chadbourne (Lighting & Beyond). The funding amount requested from the applicant is $9,850 and the TIRZ Board approved unanimously to fund 100% of the project. The summary of work to be performed by the applicant includes improvements to the exterior in the form of new exterior doors, exterior lighting, interior doors required for secondary egress and mounting of a new sign.

TIRZ South Project approved for funding from the TIRZ South, 25% set-aside Public Funds:

Heritage Park Project (Corner of S. Oakes & Twohig). The funding amount requested from the applicant is $37,000 and the TIRZ Board approved unanimously 5-0 to fund 100% of the project. The summary of work to be performed by the applicant includes improvements/upgrades to the property by building of a water tank & tower, the design and materials for a canopy and landscaping and irrigation. This is part of an overall, larger project to create a public "Pocket Park."

TIRZ North Project denied for funding:

Walt's Auto Sales (1718 N. Bryant). The funding amount requested from the applicant was $75,000 and the TIRZ Board unanimously denied 6-0 funding the entirety of this project. The proposed work to be performed by the applicant included grading and paving their parking lot. The Board has determined that repaving parking lots by itself is not the type of project for which TIRZ funds should be used.

The Tax Increment Reinvestment Zone (TIRZ) Board also recommended the following projects for funding through the TIRZ incentive program at the TIRZ Board meeting conducted 6/27/17. All projects were submitted by their respective property owners during the most recent application period for consideration of incentive projects in accordance with the Board's adopted incentive program policies. Details of each recommended project are provided below.

TIRZ North Projects approved for funding from the TIRZ North Private Funds:

2829 N. Chadbourne (Harvey Andrews). The funding amount requested from the applicant is $58,400 and the TIRZ Board approved unanimously 5-0 to fund 100% of the project. The summary of work to be performed by the applicant includes upgrades to the façade by installing new metal trim, 2 new garage doors, brick and brick columns, painting of the entire exterior, paving over existing pavement stripes and landscaping.

2821 N. Chadbourne (Harvey Andrews). The funding amount requested from the applicant is $65,750 and the TIRZ Board approved unanimously 5-0 to fund 100% of the project. The summary of work to be performed by the applicant includes improvements to the exterior by installing new windows, front entry doors, new columns and rock, new trim, new paint, new stucco, paving and striping with asphalt and landscaping.

TIRZ South Project approved for funding from the TIRZ South Private Funds:

236 W. 2nd St. (Jost Lawn & Landscape). The funding amount requested from the applicant is $38,030 and the TIRZ Board approved 4-1 to fund 100% of the project. The summary of work to be performed by the applicant includes improvements to the exterior by removing and replacing trim, windows, wood siding, door openings, concrete steps, footing and siding, painting and sealing of the concrete steps and sidewalk and installing new electrical lights, conduit and switches.

TIRZ South Project denied for funding:

39 W. Concho (Casa Décor). The funding amount requested from the applicant was $34,533.61 and the TIRZ Board denied 4-1 funding the entirety of this project. The proposed work to be performed by the applicant included improvements to the exterior by prepping, block filling in cracks on the exterior, priming and painting the exterior on all sides, removing and replacing trim on top of the building, framing from the 2 overhead doors, 15 windows, damaged glass, prepping and seal-coating for security fencing, adding LED lights and installing a new sign.

Financial Impact:

This item authorizes expenditures of TIRZ South funds of $150,950.62 for private property incentives and $37,000 for a public project, as well as expenditures of TIRZ North funds of $124,150 for private property incentives. All funds are designated TIRZ funds with no impact to the City's General Fund.

Other Information/Recommendation:

At the monthly TIRZ Board meeting conducted May 23rd, 2017, the TIRZ Board unanimously *approved by a vote of 6-0,* funding 8 TIRZ South Projects out of the South TIRZ Private funds for a total of $137,920.62. On May 24th, 2017, at the request of the owner, the project located at 21 N. Chadbourne has been withdrawn. The new total requested funding amount to be approved is $112,920.62. The TIRZ Board also unanimously *approved by a vote of 5-0,* funding 1 TIRZ South Project out of the 25% of funds that were set-aside for Public Projects in the amount of $37,000. The Board unanimously *declined 6-0,* funding for 1 TIRZ North Project that had requested funding in the amount of $75,000. All other pending projects were table for further consideration at their next meeting.

At the monthly TIRZ Board meeting conducted June 27th, 2017, the TIRZ Board unanimously *approved by a vote of 5-0* funding 2 TIRZ North Projects out of the North TIRZ Private funds for a total of $124,150. The TIRZ Board also *approved by a vote of 4-1* funding 1 TIRZ South Project out of the South TIRZ Private funds for a total of $38,030. The Board *declined funding 4-1* for 1 TIRZ South Project that had requested funding in the amount of $34,533.61.

Attachments:

1. Presentation July 18, 2017 City Council TIRZ Projects Presentation.pptx

Presentation:

Jon James

Approvals/Reviews:

Shannon Scott	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Tina Dierschke	Approved
Jon James	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

City Council

July 18, 2017

TIRZ South available funds

Total recommended *private* funds	$150,950.62
Total available *private* funds	**$169,698**
Total recommended *public* funds	$37,000
Total available *public* funds	**$69,868**

Recommended TIRZ South private projects

Name	Funding amount requested
59 N. Chadbourne (Michelle Chapa)	$2,100
23 W. Beauregard (Michelle Chapa)	$5,800 *
220 N. Chadbourne (Lighting & Beyond)	$9,850
28 N. Chadbourne (Jim & Julie Raymond)	$22,390 *

* Not recommended by staff

Recommended TIRZ South private projects

Name	Funding amount requested
113 E. Twohig (KWGV1 Properties)	$20,280.62
32 N. Chadbourne (12 N. Chadbourne, LLC)	$25,700
30 N. Chadbourne (12 N. Chadbourne, LLC)	$26,800
236 W. 2nd St. (Jost Lawn & Landscape)	$38,030 *

Recommended TIRZ South public project

Name	Funding amount requested
Corner of S. Oakes & Twohig (Heritage Park Project)	$37,000 *

* Not recommended by staff

TIRZ South available funds

Total recommended *private* funds	$150,950.62
Total available *private* funds	**$169,698**
Total recommended *public* funds	$37,000
Total available *public* funds	**$69,868**

City Council

July 18, 2017

TIRZ North available funds

Total recommended *private* funds	$124,150
Total available *private* funds	**$977,807.70**
Total recommended *public* funds	$0
Total available *public* funds	**$108,480**

Recommended TIRZ North private projects

Name	Funding amount requested
2829 N. Chadbourne (Harvey Andrews	$58,400
2821 N. Chadbourne (Harvey Andrews)	$65,750

TIRZ North available funds

Total recommended *private* funds	$124,150
Total available *private* funds	**$977,807.70**
Total recommended *public* funds	$0
Total available *public* funds	**$108,480**

City Council

July 18, 2017

59 N. Chadbourne (Michelle Chapa)

Summary of work: New exterior doors, and interior doors that are required for secondary egress.

23 W. Beauregard (Michelle Chapa)

Summary of work: New exterior doors, interior doors that are required for secondary egress and the installation of a new sign.

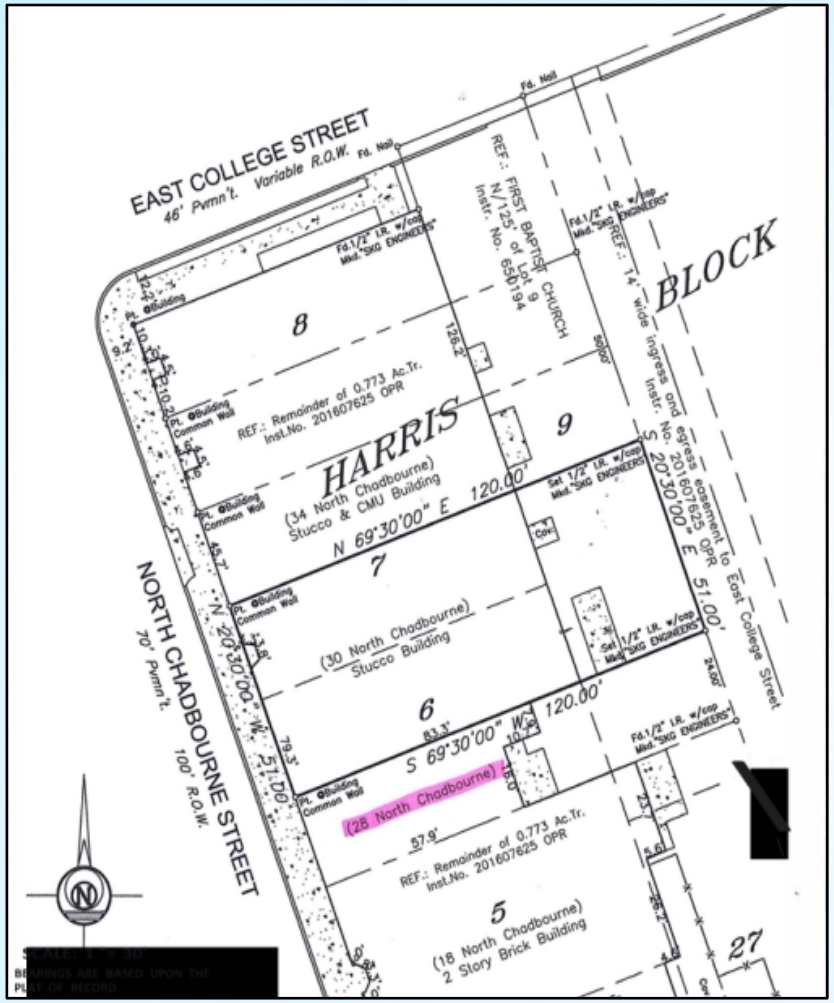
220 N. Chadbourne (Lighting & Beyond)

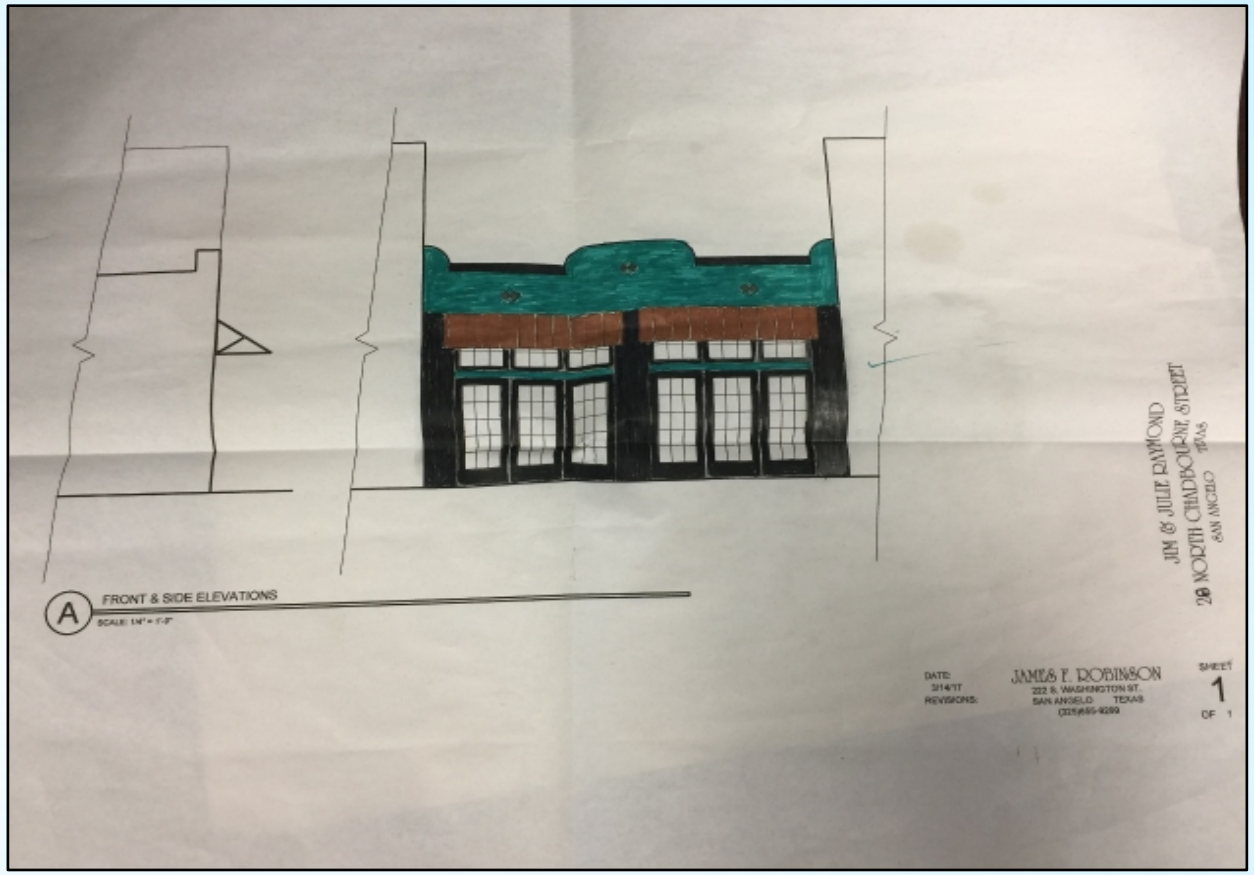
Summary of work: New exterior doors, exterior lighting, and a mounting of a new sign.

28 N. Chadbourne (Jim & Julie Raymond)

Summary of work: Demolition of the existing façade, reframing of a new door and window openings, trimming out of new doors and windows, painting of the doors, trim and exterior, removal of paint on tiles and restoration of new tiles, fabrication of new metal awnings, installation of new LED lights under the canopy, demolition and re-pouring of existing sidewalk.

28 N. Chadbourne (Jim & Julie Raymond)





113 E. Twohig (KWGV1 Properties)

Summary of work: Painting the entire exterior, repairing awnings over doors, installation of an awning over the rear door, cleaning up and raising the electrical wiring, replacing fencing and gates, adding two new exterior doors, installing 3 new windows, paving the side drives and parking lot and installation xeriscaping, artificial turf and drought resistant plants.

113 E. Twohig (KWGV1 Properties)

32 N. Chadbourne (12 N. Chadbourne, LLC)

Summary of work: Demolition of the existing front of the building, new glass windows, door unit, trim, re-plaster, plaster moldings, installation of 2 new metal, fire retardant awnings, new paint, new LED lights and the installation of 2 new wrought iron railings.

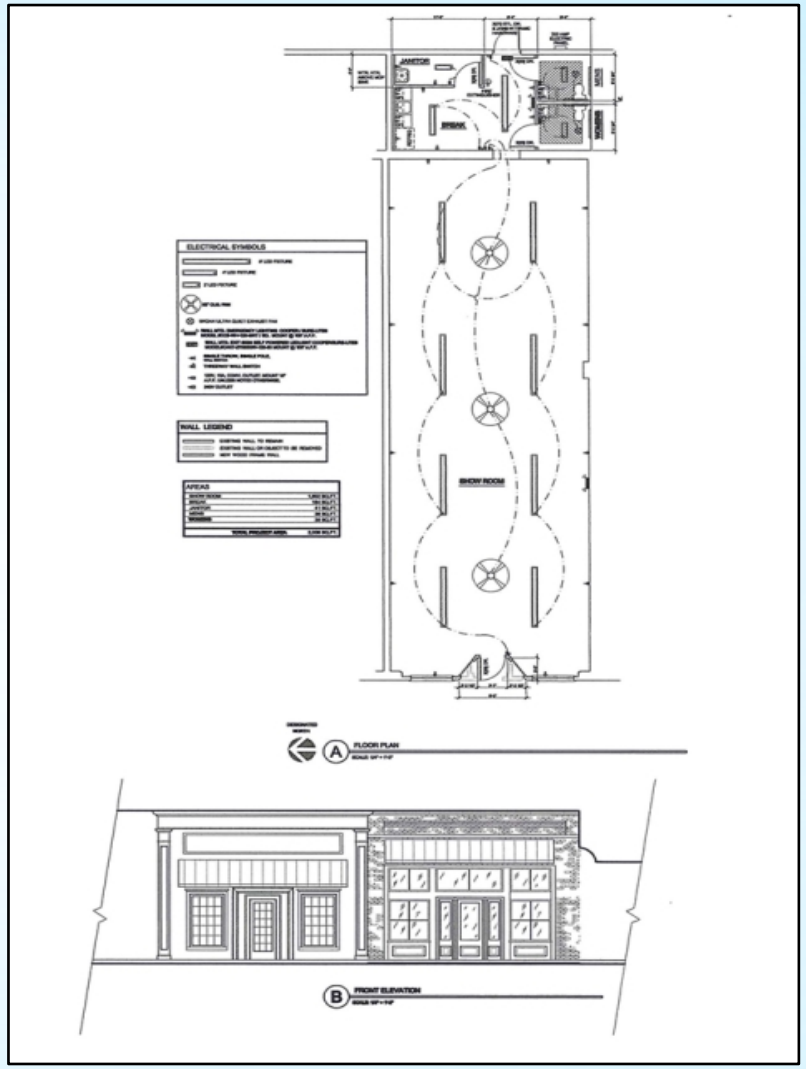
32 N. Chadbourne (12 N. Chadbourne, LLC)

30 N. Chadbourne (12 N. Chadbourne, LLC)

Summary of work: Demolition of the existing front of the building, new glass windows, installation of brick pavers, a new metal awning, new paint, new wood trim and new LED lights.

30 N. Chadbourne (12 N. Chadbourne, LLC)

After



236 W. 2nd St. (Jost Lawn & Landscape)

Summary of work: Removing and replacing trim, windows, wood siding, door openings, concrete steps footing and siding, painting and sealing of the concrete steps and sidewalk and installing new electrical lights, conduit and switches.

236 W. 2nd St. (Jost Lawn & Landscape)

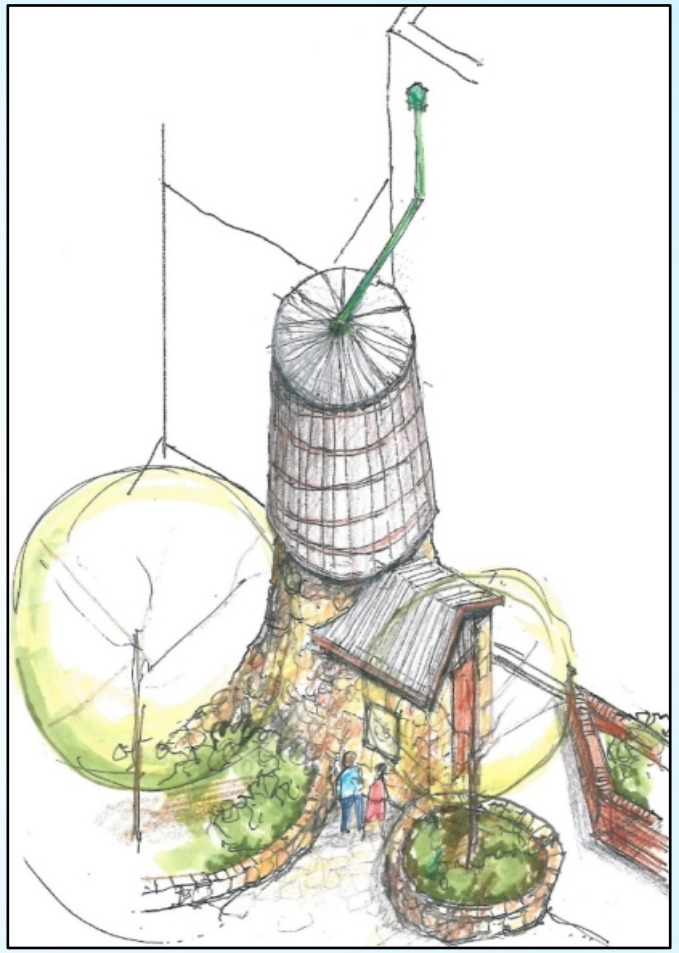
City Council

July 18, 2017

Corner of S. Oakes & Twohig (Heritage Park Project)

Summary of work: Improvements/upgrades and building of a new water tank & tower, the design and materials for a canopy and landscaping and irrigation. These improvements are part of an overall, larger project to create a “Pocket Park.”

Corner of S. Oakes & Twohig (Heritage Park Project)



City Council

July 18, 2017

2829 N. Chadbourne (Harvey Andrews)

Summary of work: Installing new metal trim, 2 new garage doors, brick and brick columns, painting of the entire exterior, paving over existing pavement stripes and landscaping.

2829 N. Chadbourne (Harvey Andrews)

2821 N. Chadbourne (Harvey Andrews)

Summary of work: Installation of new windows, front entry doors, new columns and rock, new trim, new paint, new stucco, paving and striping with asphalt and landscaping.

2821 N. Chadbourne (Harvey Andrews)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Shannon Scott, Economic Development Specialist, Planning and Development Services, 325.653.7197

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

Consider approving amendments to the TIRZ-North and TIRZ-South Incentives Policies - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

Over the past few months, the Tax Increment Reinvestment Zone (TIRZ) Board has discussed changes to the TIRZ incentives policies. The attached documents are the results of those discussions.

The primary changes to these policies are summarized below:

* Create a set-aside of 25% of annual revenues designated for public projects. The remaining 75% may be used for private incentives or public projects.

* Non-profit organizations are eligible to receive funding. The Board had originally recommended not allowing funding for non-profits, consistent with past Board policy. However, after discussion the Board recommended continuing to allow such funding on a case-by-case basis.

* Created additional requirements for private project incentive applications, including and impact statement indicated projected benefits to the zone, current photos of the site, renderings of proposed improvements, any prior TIRZ funding for the project, and approval letter from the Design and Historic Review Commission (if required).

* For the South area policy only, added a requirement for projects less than or equal to $10,000 to have a 25% match. The North area will still not require a match for projects less than or equal to $10,000.

Financial Impact:

N/A

Other Information/Recommendation:

At their meeting on May 23, 2017, the Tax Increment Reinvestment Zone Board voted to approve revisions to the North and South Incentive Policies by a vote of 8-0.

Attachments:

1.	Resolution	17-XXX_PLANN_TIRZ_AMENDED_POLICY_RESO.docx
2.	TIRZ North Incentives Policy	TIRZ NORTH INCENTIVES POLICY (NEW).pdf
3.	TIRZ South Incentives Policy	TIRZ SOUTH INCENTIVES POLICY (NEW).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

A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS, APPROVING AMENDMENTS TO INCENTIVE POLICIES FOR NORTH AND SOUTH ELIGIBILITY AREAS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (TIRZ)

WHEREAS, the City of San Angelo has established a Tax Increment Reinvestment Zone Number One, comprised of a "North TIRZ" and a "South TIRZ , for purposes of generating development and redevelopment within the TIRZ; and,

WHEREAS, on May 23, 2017, the TIRZ Board adopted amended TIRZ incentive policies for both the North and South TIRZ, that permit support of private investment that will generate development and redevelopment within the TIRZ consistent with the Final Project Plan and Reinvestment Zone Financing Plan adopted by City Council on February 21, 2012;

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

The City Council hereby approves both the TIRZ North Incentives Policy and TIRZ South Incentives Policy as amended by the TIRZ Board

PASSED and APPROVED THIS 18th DAY OF JULY, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

_____
Brenda Gunter, Mayor

_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

_____
Jon James, Director of Planning and Development Services

APPROVED AS TO FORM

_____
Dan T. Saluri, Deputy City Attorney

TIRZ NORTH INCENTIVES POLICY

BACKGROUND

To encourage revitalization and infill development of properties which fall within the North TIRZ area, the City of San Angelo offers many unique incentives. The goal is to fund projects that bring new business and positive impacts to this area in an aggressive way. Please refer to the map on page 7 of the TIRZ North Incentives Policy to see if your business/property falls within the North zone. For more information, contact Shannon Scott in the Economic Development Department at 325-653-7197 ex. 4.

These incentives are part of an overall strategy to leverage investment, lower the cost of doing business and incentivize property owners choosing to improve commercial, retail and industrial properties in the target area.

Specifically excluded from the TIRZ North Incentives policy are properties zoned RS.

ELIGIBILITY

1. Must fall within the North TIRZ boundary (see pg. 7 for a map of the North Zone)
2. The *Project Criteria* listed below will be considered when making grants, but will not necessarily be required.
3. The request for funding must be composed of one or more of the eligible *Incentive Types* listed on pages 1 and 2.

PROJECT CRITERIA

Does the 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?
- Reduce 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?

INCENTIVE TYPES

- ***Façade Improvement***- As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in façade improvements on existing buildings which are part of approved projects.

- ***Landscape Installation-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in new landscaping for approved projects.

- ***Historic Preservation-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the preservation, sustainability and conservation of historic buildings, structures and materials that maintain or revitalize the building or property's historical integrity.

- ***Outside Storage Screening-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the screening of outside storage areas.

- ***Paving-*** As part of an overall funding package, TIRZ funds could cover a portion or all of the costs involved in paving (or demolition as part of an overall redevelopment project). This could include parking areas, driveways, sidewalks, and curbing. However, independent paving projects, such as for a parking lot, will generally not be funded unless part of a larger improvement project or where the parking lot includes aesthetic improvements such as screening, landscaping, etc. to help improve the appearance of the property and the zone.

- ***Secondary Egress-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the installation of additional exits *if required* by International or Fire Building codes. Written verification by the Fire or Building Code Official that the additional exit(s) are required must be provided.

- ***Asbestos Abatement-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the abating of asbestos *if required* by International Fire or Building codes.

- ***Fire Sprinkler System & Monitored Smoke Alarm System-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the installation of a fire sprinkler system or monitored smoke alarm system.

- ***Sales Tax-*** As part of the funding package, TIRZ funds could cover the sales tax on locally-purchased construction materials used on an approved project.

- ***Property Tax-*** As part of the funding package, TIRZ funds could cover a portion of property taxes- specifically the increment between the original appraised tax amount and the new appraised tax amount following improvements- beginning with the year a Certificate of Occupancy is granted in accordance with the schedule below. Property Tax Incentives will only be considered for projects that have an overall total investment of $750,000 or more. Applicants that are awarded for property tax incentive funding must show proof of payment of property taxes on or before February 1st of the payment year or will face forfeiture of their tax rebate for that year. Year 1 will include the first year in which the improvements are reflected in the new appraised value from the TGC appraisal district. Property tax incentives will be awarded *in addition* to the other listed incentives.

Year	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Rebate	100%	90%	80%	70%	60%

- ***Job Creation Incentives-*** This incentive policy does not preclude or serve as a guide for any incentives that may be granted based upon job creation by the City of San Angelo Development Corporation (COSADC). For more information about incentives possible from this source, contact Shannon Scott in the Economic Development Department at 325-653-7197 ex. 4.

- ***Development Fee Reductions-*** As part of the funding package, TIRZ funds could cover development fees including:
    - Preliminary Plat, Final Plat, Amended Plat and Replat application fees
    - Abandonment of public right-of-way application fees
    - Application fees for release of easements
    - Dedication of a public right-of-way or easement
    - Special Use, Conditional Use or Zone Change application fees
    - Building Permit fees
    - Off-site sign demolition permit fees (removal of billboards)
    - Permit fees for demolition of any non-historic building or structure
    - Architectural fees
    - Engineering fees
    - Water tap fees

2017 SUBMITTAL WINDOW & AWARD SCHEDULE FOR PROPOSED PROJECTS

Window 1

March 1 - March 31	Window for submittal of proposals and complete application packages
April 1 – May 15	Review & evaluation/scoring of all applications; presentation of proposals to TIRZ Board & City Council
May 15 – May 31	Awards made & Letters to Proceed issued to selected to projects

Window 2

July 1 – July 31	Window for submittal of proposals and complete application packages
Aug. 1 – Sept. 15	Review & evaluation/scoring of all applications; presentation of proposals to TIRZ Board & City Council
Sept. 15 – Sept. 31	Awards made & Letters to Proceed issued to selected to projects

REQUIRED APPLICATION DOCUMENTS

- A completed application
- A substantiation of the need for funding requested via a proposed project budget (Worksheet A)
- A brief narrative illustrating how the project meets the *Project Criteria* outlined on page 1
- Zone impact statement projecting the activity, economic benefit and positive impact of property taxes that will be generated as a direct result of the completion of the project(s).
    - Activities/benefits generated by the Project
    - Activities/benefits of adjacent properties

- Renderings/Elevation drawings of the proposed work (What the project will look like when complete)
- Current Photos
- A completed W-9
- Prior TIRZ funding (if applicable) that has been previously awarded to the property applying

(The Application and Project Budget (Worksheet A) can be found online at cosatx.us/TIRZ).

AWARD AMOUNTS

If total cost of Project is less than or equal to $10,000	No minimum match required from applicant	Maximum award of $10,000
If total cost of Project is greater than $10,000	25% minimum match required from applicant	Maximum award of $75,000

Each project award may be issued as follows:

- ***For projects less than or equal to $10,000:*** Once the incentive funding has been authorized by the Economic Development Department Staff, the TIRZ Board and the City Council an Incentive Agreement will be prepared which will outline the requirements of the policy and include recapture provisions in the event that the project is not completed within the maximum two year period, or not completed in accordance with the approved drawings and Incentive Agreement. If the project cannot be completed within the 2 year period, an extension must be requested and granted by the TIRZ Board. Work can begin on other portions of the project, however, w*ork may not begin on the approved incentive items until an Incentive Agreement is executed and a Letter to Proceed is issued.* Upfront payment to the applicant for 10% of the approved incentive funds will occur once the Incentive Agreement is executed; the remaining 90% of the incentive funds will be remitted once the project is complete and deemed compliant with the approved drawings and Incentive Agreement.

- ***For projects greater than $10,000:*** Once the incentive funding has been authorized by the Economic Development Department Staff, The TIRZ Board and the City Council, an Incentive Agreement will be prepared which will outline the requirements of the policy and include recapture provisions in the event that the project is not completed within the maximum two year period, or not completed in accordance with the approved drawings and Incentive Agreement. If the project cannot be completed within the 2 year period, an extension must be requested and granted by the TIRZ Board. Work can begin on other portions of the project, however, *work may not begin on the approved incentive items until an Incentive Agreement is executed and a Letter to Proceed is issued.* Upfront payment to the applicant for 10% of the approved incentive funds will occur once the Incentive Agreement is executed; the remaining 90% of the incentive funds will be remitted once the project is complete and deemed compliant with the approved drawings and Incentive Agreement.

AWARD RANKINGS

Proposed projects submitted during the window(s) identified on page 3 will be ranked and the highest ranked will be considered for funding first.

- Rankings will be determined in review utilizing:
- The project fulfilling one or more of the *Project Criteria* listed on page 1
- The appearance of the proposed project
- The location of the proposed project

- The level of investment/overall fiscal impact, as well as any other information determined pertinent by the group

OTHER IMPORTANT INFORMATION

- For all projects- Receipt of a complete application package by the Economic Development Department – and issuance to the applicant of a Letter to Proceed and signed Executed Incentive Agreement is required before work can begin on the approved incentive items.

- The Letter to Proceed will include the completion date on the portion of the project that is approved for incentive funding - two years from the issuance of this letter. If an extension past two years is requested, it must be presented to the TIRZ Board for determination.

- Unlike in previous TIRZ incentive policies, applicants will not be required to submit bids for work. Rather, the applicant will provide the total cost of the project via an overall scope and project budget (Worksheet A), and demonstrate how they will meet the required match, with the remaining cost constituting the request for incentive funding. The request for incentive funding must be composed of one or more of the eligible *Incentive Types*, and substantiated with a cost estimate, estimated budget, or other means of documentation.

- The maximum request for incentive funding will be considered; however, the request may be denied for incentive funding, approved for partial incentive funding, or fully approved for incentive funding, based upon how well the proposed project meets the *Project Criteria* outlined in page 1. In addition, when the current year of incentive funds are exhausted, the TIRZ Board may elect to fund additional projects when incentive funding is available, by approving the project to begin and making reimbursement – subject to all restrictions outlined in the Incentive Agreement - - In the following fiscal year. In no circumstance shall an existing TIRZ Board make incentive funding commitments more than one cycle in the future.

- In 2017, the TIRZ Board voted to annually allocate at least 25% of TIRZ funding for public projects from each the North and South zones. Public project allocated funds will be accumulated annually until spent.

- All application requirements must be met in order to be eligible for the maximum reimbursement amounts.

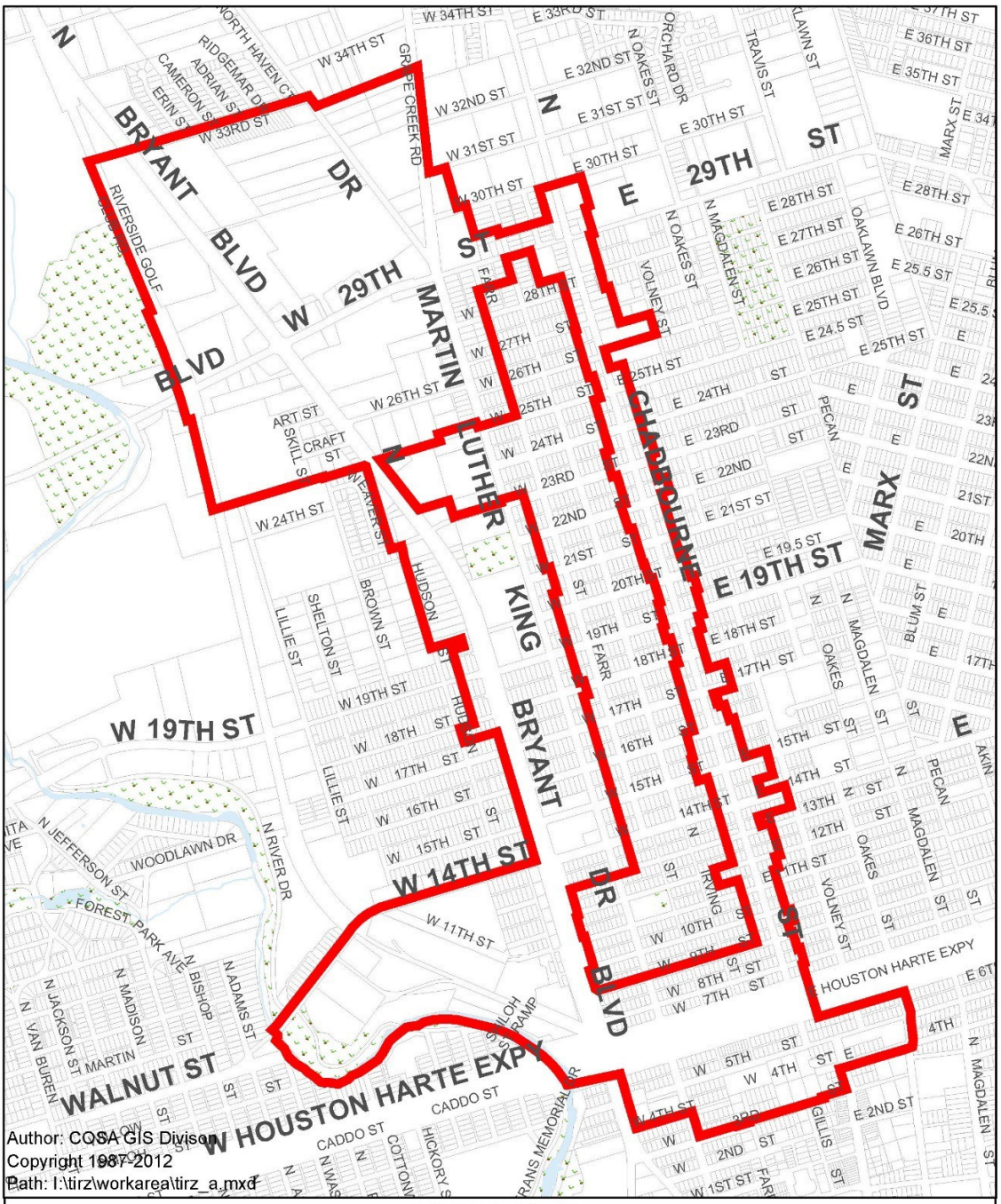
- An appeal of any administrative decision can made to the TIRZ Board.

- All Incentive Agreements must be signed and executed within 60 days of City Council approval or applicant will forfeit all approved incentive funding.

ZONING REQUIREMENTS

Any business which applies for incentives through the TIRZ Policy and is currently zoned CG/CH must rezone their property in compliance with CG/CH Rezoning Plan or any other zoning classification approved by the City of San Angelo Planning Division. Proposals for CG/CH zoning were banned by the San Angelo Planning Commission and City Council in 1972 due to the harmful effects created such as unlimited outside storage and a range of incompatible allowed uses. Rezoning Fees for this item be waived.

Unless specifically exempted, all projects seeking TIRZ Incentive funding must meet current building standards, codes and permitting requirements as well as be current on all taxing obligations. All TIRZ incentives are subject to funding availability and final approval by the City Council. The City of San Angelo has adopted the International Existing Building Code, a developer - friendly code that allows for improvements that consider the design limitations of older buildings to encourage adaptive reuse by allowing different levels of modification to existing structures. Contact the Permits Division at 325-657-4210 for further information regarding questions about the International Existing Building Code.



THE CITY OF SAN ANGELO TEXAS

T.I.R.Z. North
671 Acres
29,148,866 Sq Ft

T.I.R.Z. Boundary

1 inch = 1,300 feet

TIRZ SOUTH INCENTIVES POLICY

BACKGROUND

To encourage revitalization and infill development of properties which fall within the South TIRZ area, the City of San Angelo offers many unique incentives. The goal is to fund projects that bring new business and positive impacts to this area in an aggressive way. Please refer to the map on page 7 of the TIRZ South Incentives Policy to see if your business/property falls within the South zone. For more information, contact Shannon Scott in the Economic Development Department at 325-653-7197 ex. 4.

These incentives are part of an overall strategy to leverage investment, lower the cost of doing business and incentivize property owners choosing to improve properties in the target area. They are also intended to preserve the architectural and historic character of buildings and corridors within the South zone.

Specifically excluded from the TIRZ South Incentives Policy are properties zoned RS.

ELIGIBILITY

1. Must fall within the South TIRZ boundary (see pg. 7 for a map of the South Zone)
2. The *Project Criteria* listed below will be considered when making grants, but will not necessarily be required.
3. The request for funding must be composed of one or more of the eligible *Incentive Types* listed on pages 2 and 3

PROJECT CRITERIA

Does the 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?
- Reduce 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?

INCENTIVE TYPES

- ***Façade Improvement***- As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in façade improvements on existing buildings which are part of approved projects. Review and approval of the proposed façade design will be based upon the design standards outlined in the River Corridor Master Development Plan. For buildings identified as resources within the 2006 or 2009 Historic Resources Survey, or which are historically designated, the review and approval of the proposed design will also be based upon the design standards outlined in the Central Business/Old Town Historic District Design Guidelines. Buildings identified as resources in the 2006 and 2009 Survey are strongly encouraged to apply, at no cost to the applicant, for a Historic Overlay through the Design and Historic Review Commission.

- ***Historic Preservation-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the preservation, sustainability and conservation of historic buildings, structures and materials that maintain or revitalize the building or property's historical integrity.

- ***Landscape Installation-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in new landscaping for approved projects. Review and approval of the proposed landscaping design will be based upon the design standards outlined in the River Corridor Master Development Plan and plant selection as outlined in the Drought Tolerant Plantings Guide.

- ***Outside Storage Screening-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the screening of outside storage areas.

- ***Paving-*** As part of an overall funding package, TIRZ funds could cover a portion or all of the costs involved in paving (or demolition as part of an overall redevelopment project). This could include parking areas, driveways, sidewalks, and curbing. However, independent paving projects, such as for a parking lot, will generally not be funded unless part of a larger improvement project or where the parking lot includes aesthetic improvements such as screening, landscaping, etc. to help improve the appearance of the property and the zone.

- ***Secondary Egress-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the installation of additional exits *if required* by International or Fire Building codes. Written verification by the Fire or Building Code Official that the additional exit(s) are required must be provided.

- ***Asbestos Abatement-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the abating of asbestos *if required* by International Fire or Building codes.

- ***Fire Sprinkler System & Monitored Smoke Alarm System-*** As part of the funding package, TIRZ funds could cover a portion or all of the costs involved in the installation of a fire sprinkler system or monitored smoke alarm system.

- ***Sales Tax-*** As part of the funding package, TIRZ funds could cover the sales tax on locally-purchased construction materials used on an approved project.

- ***Property Tax-*** As part of the funding package, TIRZ funds could cover a portion of property taxes- specifically the increment between the original appraised tax amount and the new appraised tax amount following improvements- beginning with the year a Certificate of Occupancy is granted in accordance with the schedule below. Property Tax Incentives will only be considered for projects that have an overall total investment of $750,000 or more. Applicants that are awarded for property tax incentive funding must show proof of payment of property taxes on or before February 1st of the payment year or will face forfeiture of their tax rebate for

that year. Year 1 will include the first year in which the improvements are reflected in the new appraised value from the TGC appraisal district. Property tax incentives will be awarded *in addition* to the other listed incentives.

Year	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Rebate	100%	90%	80%	70%	60%

- ***Job Creation Incentives-*** This Incentive Policy does not preclude or serve as a guide for any incentives that may be granted based upon job creation by the City of San Angelo Development Corporation (COSADC). For more information about incentives possible from this source, contact Shannon Scott in the Economic Development Department at 325-653-7197 ex. 4.

- ***Development Fee Reductions-*** As part of the funding package, TIRZ funds could cover development fees including:

  - Preliminary Plat, Final Plat, Amended Plat and Replat application fees
  - Abandonment of public right-of-way application fees
  - Application fees for release of easements
  - Dedication of a public right-of-way or easement
  - Special Use, Conditional Use or Zone Change application fees
  - Building Permit fees
  - Off-site sign demolition permit fees (removal of billboards)
  - Permit fees for demolition of any non-historic building or structure
  - Architectural fees
  - Engineering fees
  - Water tap fees

2017 SUBMITTAL WINDOW & AWARD SCHEDULE FOR PROPOSED PROJECTS

Window 1

March 1 - March 31	Window for submittal of proposals and complete application packages
April 1 – May 15	Review & evaluation/scoring of all applications; presentation of proposals to TIRZ Board & City Council
May 15 – May 31	Awards made & Letters to Proceed issued to selected to projects

Window 2

July 1 – July 31	Window for submittal of proposals and complete application packages

Aug. 1 – Sept. 15	Review & evaluation/scoring of all applications; presentation of proposals to TIRZ Board & City Council
Sept. 15 – Sept. 31	Awards made & Letters to Proceed issued to selected to projects

REQUIRED APPLICATION DOCUMENTS

- A completed application
- A substantiation of the need for funding requested via a proposed project budget (Worksheet A)
- A brief narrative illustrating how the project meets the *Project Criteria* outlined on page 1
- Zone impact statement projecting the activity, economic benefit and positive impact of property taxes that will be generated as a direct result of the completion of the project(s).
    - Activities/benefits generated by the Project
    - Activities/benefits of adjacent properties
- Renderings/Elevation drawings of the proposed work (What the project will look like when complete)
- Current photos
- A completed W-9
- Approval letter from the DHRC (if applicable)
- Prior TIRZ funding (if applicable) that has been previously awarded to the property applying

(The Application and Project Budget (Worksheet A) can be found online at cosatx.us/TIRZ).

AWARD AMOUNTS

If total cost of Project is less than or equal to $10,000	25% minimum match required from applicant	Maximum award of $10,000
If total cost of Project is greater than $10,000	25% minimum match required from applicant	Maximum award of $75,000

Each project award may be issued as follows:

- ***For projects less than or equal to $10,000:*** Once the incentive funding has been authorized by the Economic Development Department Staff, the TIRZ Board and the City Council, an Incentive Agreement will be prepared which will outline the requirements of the policy and include recapture provisions in the event that the project is not completed within the maximum two year period, or not completed in accordance with the approved drawings and Incentive Agreement. If the project cannot be completed within the 2 year period, an extension must be requested and granted by the TIRZ Board. Work can begin on other portions of the project, however, *work may not begin on the approved incentive items until an Incentive Agreement is executed and a Letter to Proceed is issued.* Upfront payment to the applicant for 10% of the approved incentive funds will occur once the Incentive Agreement is executed; the remaining 90% of the incentive funds will be remitted once the project is complete and deemed compliant with the approved drawings and Incentive Agreement.

- ***For projects greater than $10,000:*** Once the incentive funding has been authorized by the Economic Development Department Staff, The TIRZ Board and the City Council, an Incentive Agreement will be prepared which will outline the requirements of the policy and include recapture provisions in the event that the project is not completed within the maximum two year

period, or not completed in accordance with the approved drawings and agreement. If the project cannot be completed within the 2 year period, an extension must be requested and granted by the TIRZ Board. Work can begin on other portions of the project, however, *work may not begin on the approved incentive items until an Incentive Agreement is executed and a Letter to Proceed is issued.* Upfront payment to the applicant for 10% of the approved incentive funds will occur once the Incentive Agreement is executed; the remaining 90% of the incentive funds will be remitted once the project is complete and deemed compliant with the approved drawings and Incentive Agreement.

AWARD RANKINGS

Proposed projects submitted during the window(s) identified on pages 3 and 4 will be ranked and the highest ranked will be considered for funding first.

Rankings will be determined in review utilizing:

- The project fulfilling one or more of the *Project Criteria* listed on page 1
- The appearance of the proposed project
- The location of the proposed project
- The level of investment/overall fiscal impact, as well as any other information determined pertinent by the group

OTHER IMPORTANT INFORMATION

- For all projects- Receipt of a complete application package by the Economic Development Department – and issuance to the applicant of a Letter to Proceed and signed Executed Incentive Agreement is required before work can begin on the approved incentive items.

- The Letter to Proceed will include the completion date on the portion of the project that is approved for incentive funding - two years from the issuance of this letter. If an extension past two years is requested, it must be presented to the TIRZ Board for determination.

- In determining whether or not to fund a project, City Staff and TIRZ Board Members will utilize the *Project Criteria,* some of which are contained within the recommendations of the Downtown Master Development Strategic Plan as recommended items for investment in order to realize the potential of the district, and others which were identified in the adopted River Corridor Master Development Plan and TIRZ Project Plan.

In 2013, The City Council adopted The Downtown Master Development Strategic Plan, which identified 3 areas of focus that the TIRZ South Zone should support.

- Category A- OFFICE/WORKFORCE- This includes potential building area, vacant office space and new office space

- Category B- RESTAURANT/ENTERTAINMENT- This includes food services and drinking places, full service restaurants, limited service eating places, special food services, drinking places- alcoholic beverages

- Category C- HOUSING/HOTEL- This includes multi-family units

In addition, the TIRZ Board identified the following additional area of focus for the TIRZ South Zone.

- Category D- RETAIL/SALES

- Unlike in previous TIRZ incentive policies, applicants will not be required to submit bids for work. Rather, the applicant will provide the total cost of the project via an overall scope and project budget (Worksheet A), and demonstrate how they will meet the required match, with the remaining cost constituting the request for incentive funding. The request for incentive funding must be composed of one or more of the eligible *Incentive Types* and substantiated with a cost estimate, estimated budget, or other means of documentation.

- The maximum request for incentive funding will be considered; however, the request may be denied for incentive funding, approved for partial incentive funding, or fully approved for incentive funding, based upon how well the proposed project meets the *Project Criteria* outlined on page 1. In addition, when the current year of incentive funds are exhausted, the TIRZ Board may elect to fund additional projects when incentive funding is available, by approving the project to begin and making reimbursement – subject to all restrictions outlined in the Incentive Agreement - - In the following fiscal year. In no circumstance shall an existing TIRZ Board make incentive funding commitments more than one cycle in the future.

- In 2017, the TIRZ Board voted to annually allocate at least 25% of TIRZ funding for public projects from each the North and South zones. Public project allocated funds will be accumulated annually until spent.

- All application requirements must be met in order to be eligible for the maximum reimbursement amounts.

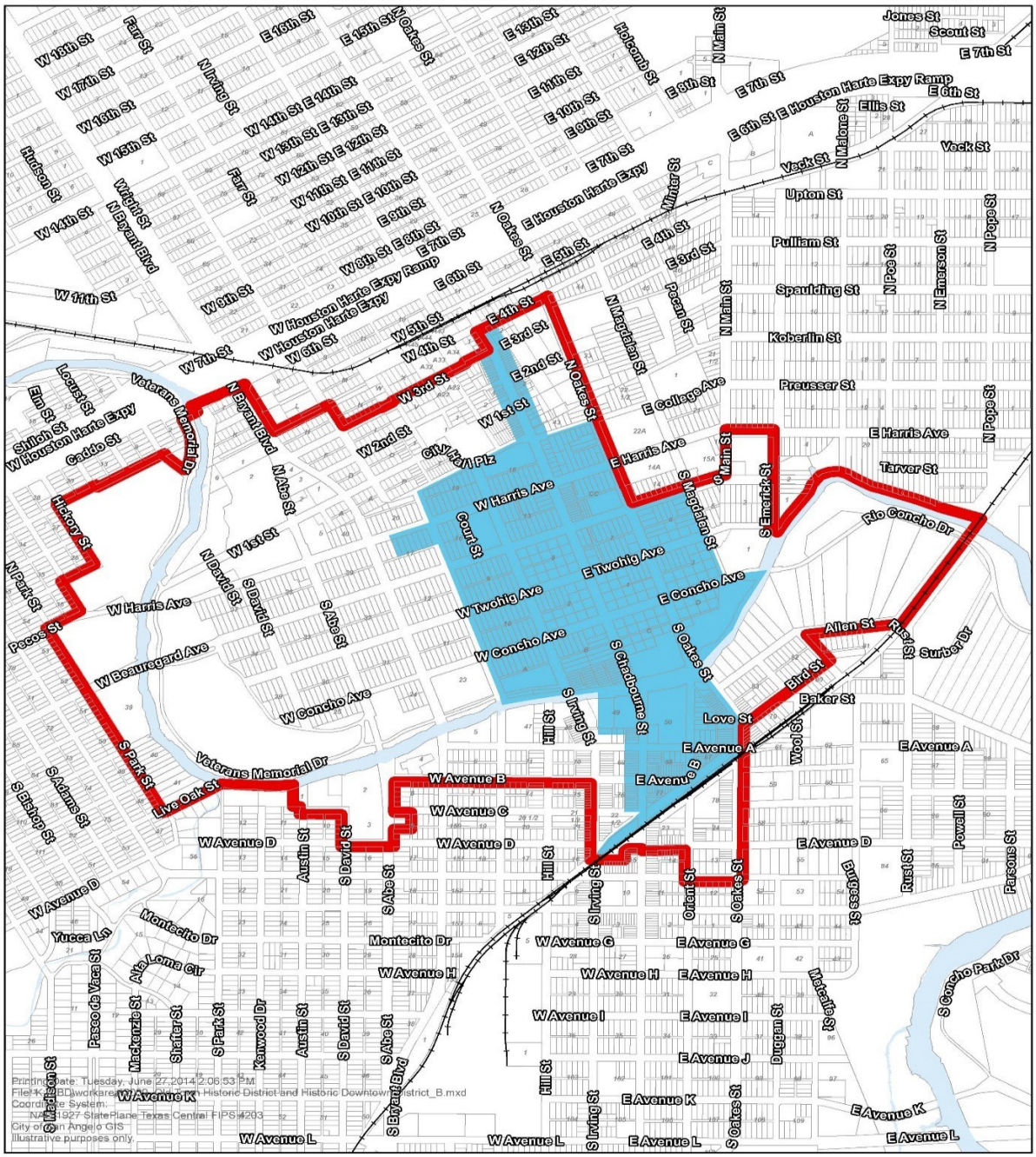
- An appeal of any administrative decision can made to the TIRZ Board.

- All Incentive Agreements must be signed and executed within 60 days of City Council approval or applicant will forfeit all approved incentive funding.

ZONING REQUIREMENTS

Any business which applies for incentives through the TIRZ Policy and is currently zoned CG/CH must rezone their property in compliance with CG/CH Rezoning Plan or any other zoning classification approved by the City of San Angelo Planning Division. Proposals for CG/CH zoning were banned by the San Angelo Planning Commission and City Council in 1972 due to the harmful effects created such as unlimited outside storage and a range of incompatible allowed uses. Rezoning Fees for this item will be waived.

Unless specifically exempted, all projects seeking TIRZ incentive funding must meet current building standards, codes and permitting requirements as well as be current on all taxing obligations. All TIRZ incentives are subject to incentive funding availability and final approval by the City Council. The City of San Angelo has adopted the International Existing Building Code, a developer - friendly code that allows for improvements that consider the design limitations of older buildings to encourage adaptive reuse by allowing different levels of modification to existing structures. Contact the Permits Division at 325-657-4210 for further information regarding questions about the International Existing Building Code.



TIRZ - South
Incentives Eligibility Area

N
W E
S

TIRZ - South

Incentive Eligibility Area - South Adjusted

1 inch = 900 feet

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

First reading and public hearing of ordinances approving:

1. An amendment to the Comprehensive Plan, changing certain lands from the "Neighborhood Center" to the "Neighborhood" Future Land Use Category, located at 6101-6118 Katie Lane, 3401-3437 School House Drive, and 3440 Twin Mountain Drive, on approximately 7.68 acres, and an amendment to the Comprehensive Plan, changing certain lands from the "Neighborhood" to the "Neighborhood Center" Future Land Use Category, generally located at the intersection of Twin Mountain Drive and Alamito Drive, on approximately 2.96 acres

2. A rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District, on properties located at 3440 Twin Mountain Drive, on approximately 3.24 acres - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

This item is to rezone one 3.24-acre non-residential lot from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District and to change the Future Land Use (FLU) designation of the same tract of land to facilitate the future construction of single family houses on the subject property. The City is also facilitating the amendment of current Future Land Use designations of Neighborhood and Neighborhood Center in the vicinity of the subject property to align with development patterns in the area.

Financial Impact:

N/A

Other Information/Recommendation:

These requests were considered by the Planning Commission at their regular meeting on June 19, 2017, where they recommended APPROVAL unanimously.

Attachments:

1.	Staff Report (CPA & RZ)	Staff Report Hameister Z17-07 and CP17-02 A&B_City Council.pdf
2.	Draft Ordinance (CP)	PL_CP17-02_Ordinance.docx
3.	Draft Ordinance (RZ)	PL_Z17-07_ORD.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

CITY COUNCIL – July 18 and August 1, 2017
STAFF REPORT

APPLICATION TYPE:	CASES:
Rezoning & Comprehensive Plan Amendments	Z17-07: Hameister & CP17-02-A Hameister / CP17-02-B: City of San Angelo

SYNOPSIS:

This is an application to rezone one 3.24-acre non-residential lot from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District and to change the Future Land Use (FLU) designation of the same tract of land to facilitate the future construction of single family houses on the subject property.

The City is also facilitating the amendment of current FLU designations of Neighborhood and Neighborhood Center in the vicinity of the subject property to align with development patterns in the area.

LOCATION:	LEGAL DESCRIPTION:
3440 Twin Mountain Drive and other properties generally located at the northeast corner of the intersection of Twin Mountain Drive and Southwest Boulevard	Being 3.24 acres out of Abstract A-3931, S-0181, Survey C A Voight as well as other platted properties (specific descriptions are available at the Planning Division offices)

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
SMD District #1 – Tommy Hiebert Country Club Neighborhood	CN – Neighborhood Commercial	Neighborhood Center & Neighborhood	10.95 acres (Comp) 3.24 acres (RZ)

THOROUGHFARE PLAN:

Twin Mountain Drive – Minor Arterial, Required 80' min. ROW, 64' min. pavement. Actual 124' ROW, 65' paving

Southwest Boulevard – Minor Arterial, Required 80' min. ROW, 64' min. pavement. Actual 80' ROW, 64' paving

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed Rezoning from the Neighborhood Commercial (CN) Zoning District to the Single Family Residential (RS-1) Zoning District, **APPROVAL** of the Comprehensive Plan Amendment, changing lands from the "Neighborhood Center" Future Land Use Category to the "Neighborhood" Future Land Use Category, and **APPROVAL** of the Comprehensive Plan Amendment, changing lands from the "Neighborhood" Future Land Use Category to the "Neighborhood Center" Future Land Use Category.

PROPERTY OWNER/PETITIONER:

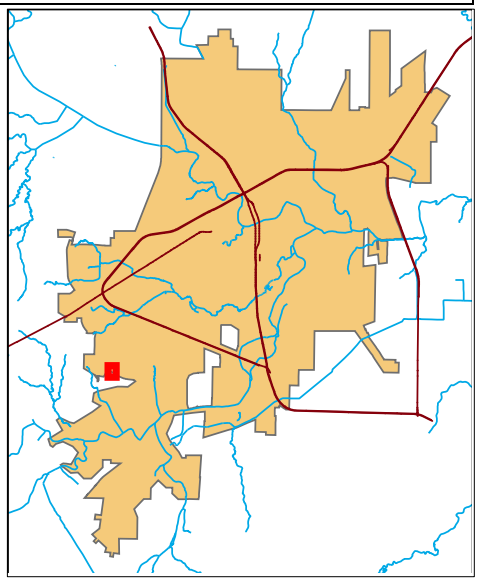
Property Owner(s):
Kenny Balhman

Petitioner:
COSA

Agent:
Jeff Hameister, Addresses Real Estate

STAFF CONTACT:

Kristina Heredia
Staff Planner
(325) 657-4210, Extension 1546
kristina.heredia@cosatx.us



Rezonings: Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request:

1. **Compatible with Plans and Policies.** ***Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*** The Comprehensive Plan calls for areas of low intensity commercial corridors to be located adjacent to residential neighborhoods. While this Rezoning will remove one of the parcels dedicated for commercial development, the amendment to the Comprehensive Plan will add an additional parcel of commercial, thus effectively keeping the ratio of commercial to residential tracts the same.

2. **Consistent with Zoning Ordinance.** ***Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*** Several areas in the surrounding neighborhood that have been designated for Neighborhood Commercial have developed as residential. This tract directly abuts ten residential homes and can easily be converted into ten additional residential lots. While the tract does have direct access to a minor arterial street it is a good location for additional homes. Twin Mountain Drive is not shown as increasing in density in the Master Thoroughfare Plan, though it is shown as being extended to the west as the area develops. The land to the west has a Future Land Use Designation of Neighborhood. The city limit is just past where the expansion of Twin Mountain is scheduled to take place, and as the areas grows there is no indication that the continued growth of residential homes will cease.

3. **Compatible with Surrounding Area.** ***Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*** As indicated above, the property is located within a neighborhood that has clearly developed in a greater proportion of residential than Neighborhood Commercial. Current development patterns attest to the desire for additional single-family residential dwellings. There are several tracts of land that were slated to develop as commercial corridors under the Comprehensive Plan. However these tracts have developed as residential homes. Updating the Comprehensive Plan will allow the City to identify what areas have developed as homes rather than as businesses.

4. **Changed Conditions.** ***Whether and the extent to which there are changed conditions that require an amendment.*** The development conditions have changed from what was originally intended by City Council as areas of smaller commercial segments to large sections of solidly residential sections. Allowing the rezoning and the amendments to the Comprehensive Plan would allow the City to recognize the growth patterns that this particular neighborhood portray, while still providing for a stock of land still viable for commercial development.

5. **Effect on Natural Environment.** ***Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*** Whether the tracts are constructed as either residential or commercial development, effects on the natural environment well occur. However since tracts that were dedicated for commercial use are now being proposed as residential, and Staff is dedicating an equal proportion of land to be made available as commercial, the effects felt end up being neither a net gain nor a net loss. Therefore Staff does not believe there would be any detriment to the environment.

6. **Community Need.** ***Whether and the extent to which the proposed amendment addresses a demonstrated community need.*** The community need in the area appears to be for additional residential homes, given the nature of the original rezoning and Comprehensive Plan Amendment applications. However, it is also important to allow for areas in the neighborhood to remain developable to meet neighborhood commercial needs. The zone change and Comprehensive Plan amendments will satisfy both community needs.

7. **Development Patterns.** ***Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*** While the area has consistently developed as a strong residential corridor, the necessity of allowing tracts to remain open to commercial development is vital for the longevity of the neighborhood. While the rezoning will remove a commercial parcel, the Comprehensive Plan Amendment will add an additional commercial area, thus keeping the proper development patterns and proportions intact.

Planning Commission Recommendation:

On June 19, 2017, the Planning Commission recommended **APPROVAL** of the Comprehensive Plan Amendment, changing the FLU from Neighborhood Center to Neighborhood, **APPROVAL** of the Comprehensive Plan Amendment, changing the FLU from Neighborhood to Neighborhood Center, and **APPROVAL** of the Rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District. The following is the complete excerpt of the minutes from the June 19, 2017, meeting for this case:

Kristina Heredia, Planner, outlined the proposed request for the Comprehensive Plan Amendments and the Zone Change from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District on the subject property. She explained that the purpose of the request was threefold. The two Comprehensive Plan Amendments were to bring those properties in the area that had developed as residential rather than commercial up to date with a Future Land Use (FLU) designation of Neighborhood, which is consistent with the land use and the zoning of the area. Furthermore, the FLU designation of Neighborhood was requesting a change to FLU of Neighborhood Center to keep the same balance of a future use of commercial and residential. The third request was to change one tract of land from commercial to residential zoning for the addition of more homes to the area, which was consistent the community need of more housing in the area. Ms. Heredia ended her presentation with a recommendation of approval for all three changes to the Comprehensive Plan and the Zoning Districts. With no questions for Ms. Heredia, Chairperson Priess opened the floor for public comment.

The applicant, Jeff Hameister, came forward to ask any questions. With no questions from the Commission, they moved forward with their Motions.

Commissioner Smith made a Motion to recommend APPROVAL of the Comprehensive Plan Amendment, changing the FLU from Neighborhood Center to Neighborhood, and Commissioner Farmer seconded the Motion with all Commissioners voting in favor. The Motion passed unanimously, 6-0.

Commissioner Smith made a Motion to recommend APPROVAL of the Comprehensive Plan Amendment, changing the FLU from Neighborhood to Neighborhood Center, and Commissioner Farmer seconded the Motion with all Commissioners voting in favor. The Motion passed unanimously, 6-0.

Commissioner Smith made a Motion to recommend APPROVAL of the Rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District, and Commissioner Crisp seconded the Motion with all Commissioners voting in favor. The Motion passed unanimously, 6-0.

Recommendation:

Staff's recommendation is for City Council to:

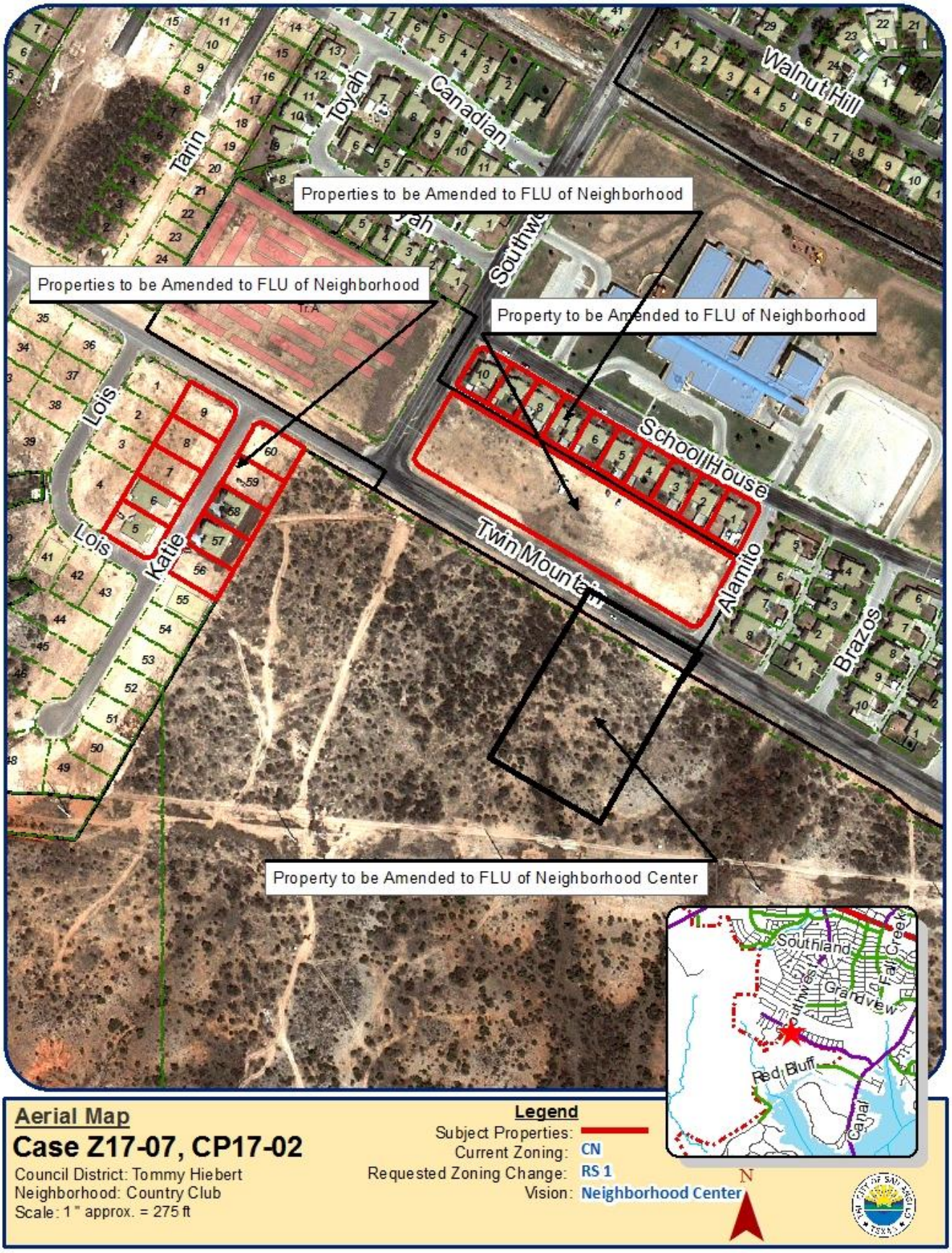
1. **APPROVE** the proposed Rezoning from the Neighborhood Commercial (CN) Zoning District to the Single Family Residential (RS-1) Zoning District;

2. **APPROVE** the proposed Comprehensive Plan Amendment, changing lands from the Neighborhood Center Future Land Use Category to the Neighborhood Future Land Use Category; and

3. **APPROVE** the proposed Comprehensive Plan Amendment, changing lands from the Neighborhood Future Land Use Category to the Neighborhood Center Future Land Use Category.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Plan
Photographs



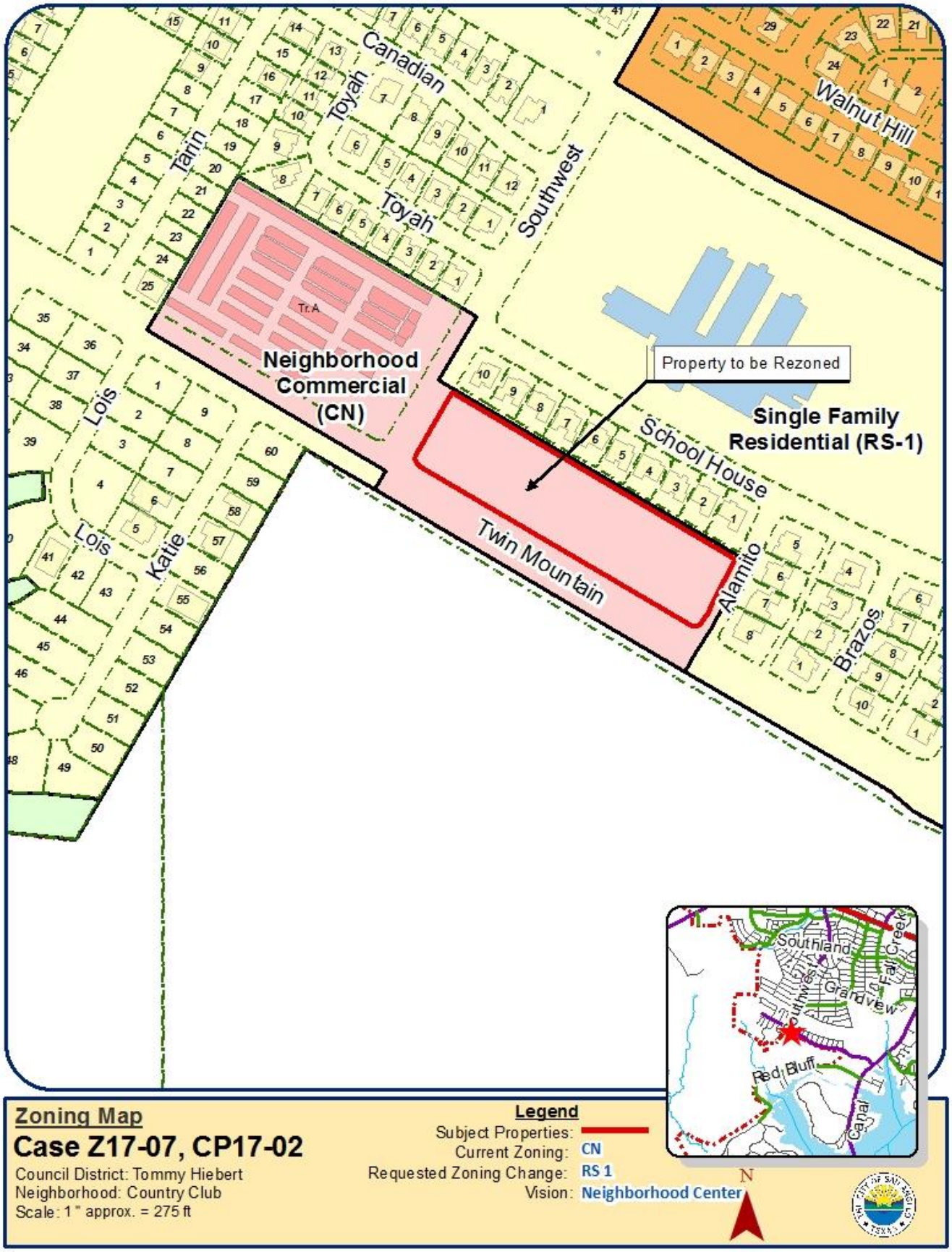
Aerial Map

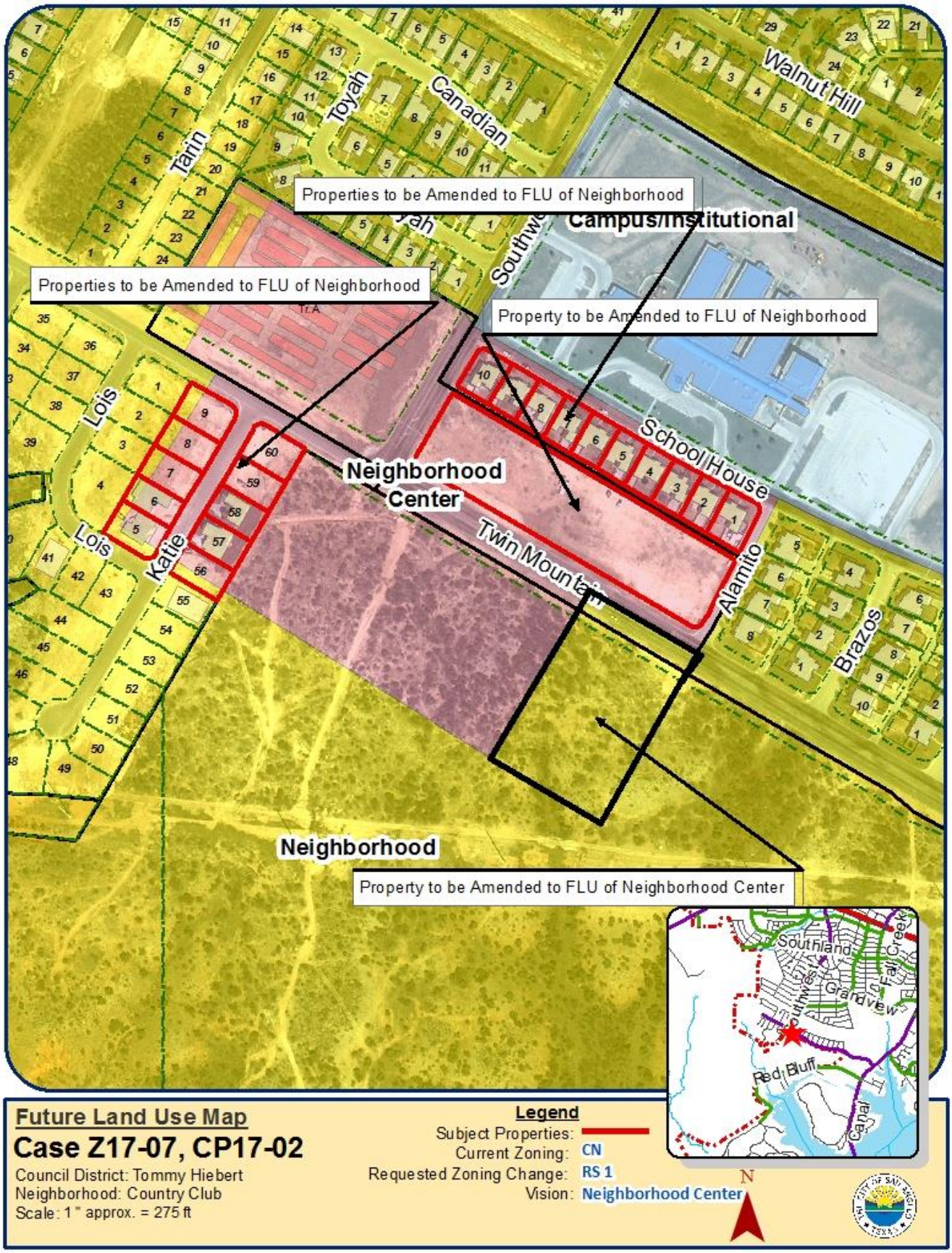
Case Z17-07, CP17-02

Council District: Tommy Hiebert
Neighborhood: Country Club
Scale: 1 " approx. = 275 ft

Legend

Subject Properties:
Current Zoning: CN
Requested Zoning Change: RS 1
Vision: Neighborhood Center


Canadian
Toyah
Toyah
Tarin
Southwest
Walnut Hill
Tr. A
Neighborhood Commercial (CN)
Property to be Rezoned
Single Family Residential (RS-1)
School House
Lois
Lois
Katie
Twin Mountain
Alamito
Brazos
Southland
Grandview
Fall Creek
Red Bluff
Canal
Zoning Map
Case Z17-07, CP17-02
Council District: Tommy Hiebert
Neighborhood: Country Club
Scale: 1" approx. = 275 ft
Legend
Subject Properties:
Current Zoning: CN
Requested Zoning Change: RS 1
Vision: Neighborhood Center
N



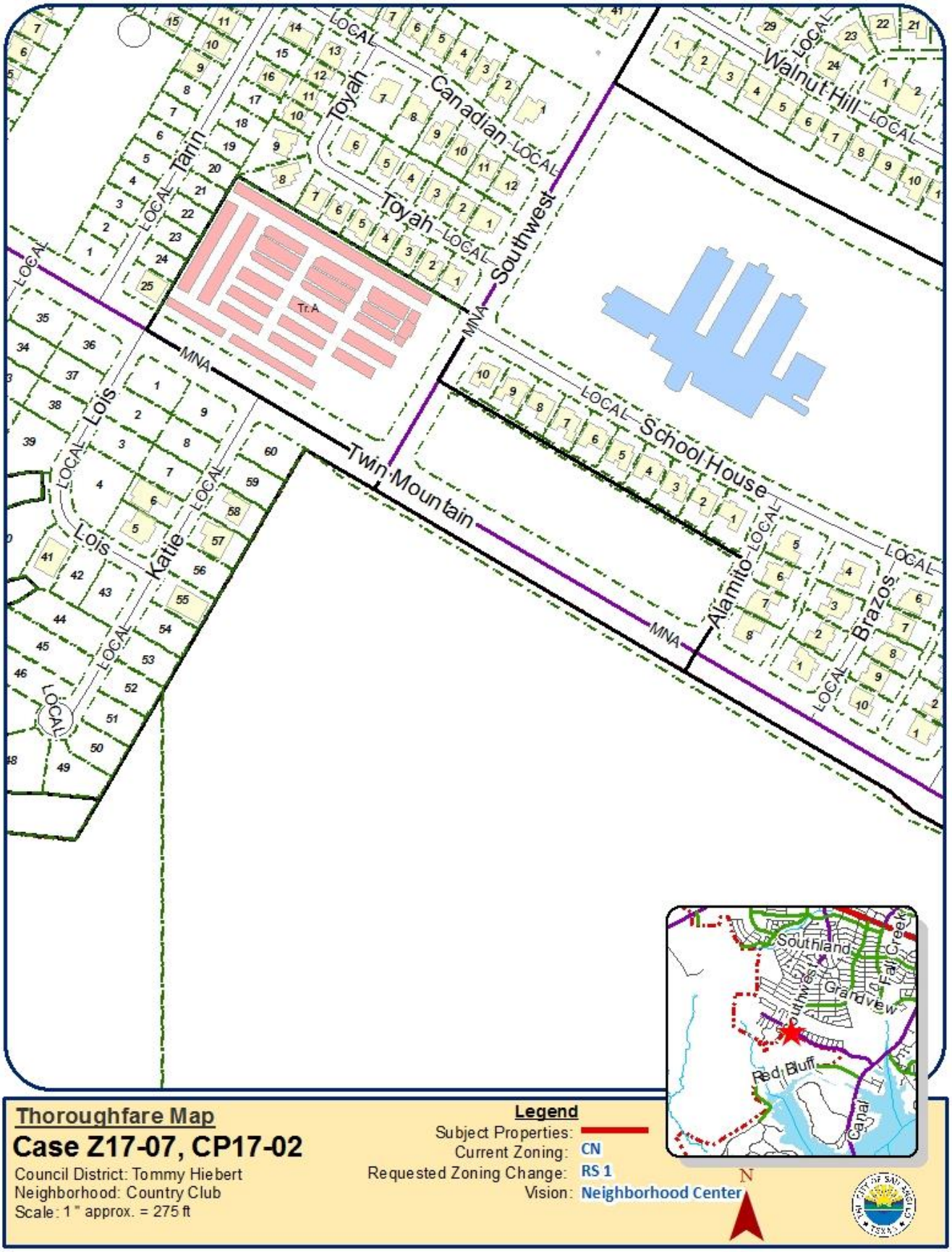
Future Land Use Map

Case Z17-07, CP17-02

Council District: Tommy Hiebert
Neighborhood: Country Club
Scale: 1 " approx. = 275 ft

Legend

Subject Properties:
Current Zoning: CN
Requested Zoning Change: RS 1
Vision: Neighborhood Center


Thoroughfare Map
Case Z17-07, CP17-02
Council District: Tommy Hiebert
Neighborhood: Country Club
Scale: 1 " approx. = 275 ft
Legend
Subject Properties:
Current Zoning: CN
Requested Zoning Change: RS 1
Vision: Neighborhood Center
N
Canadian
Toyah
Walnut Hill
Southwest
Tarin
Lois
Katie
Twin Mountain
School House
Alamito
Brazos
MNA
LOCAL
Tr. A
Southland
Grandview
Red Bluff
Canal

Site Photos

Area to be Rezoned to RS-1, Looking North

Area to be Rezoned to RS-1, Looking West

Homes near Lamar Elementary to be Amended to FLU of Neighborhood

Homes near Lamar Elementary to be Amended to FLU of Neighborhood

Homes on Katie Lane to be Amended to FLU of Neighborhood Looking South

Homes on Katie Lane to be Amended to FLU of Neighborhood

Area on Twin Mountain Designated FLU of Neighborhood Center

Area on Twin Mountain to be Amended to FLU of Neighborhood Center

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS, BEING 6101-6118 KATIE LANE FROM "NEIGHBORHOOD CENTER" TO "NEIGHBORHOOD;" 3401-3437 SCHOOL HOUSE DRIVE FROM "NEIGHBORHOOD CENTER" TO "NEIGHBORHOOD;" 3440 TWIN MOUNTAIN DRIVE FROM "NEIGHBORHOOD CENTER" TO "NEIGHBORHOOD;" AND THE NORTHEAST 2.96 ACRES OUT OF A 122.63 ACRE TRACT OF LAND ON TWIN MOUNTAIN DRIVE FROM "NEIGHBORHOOD" TO "NEIGHBORHOOD CENTER" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council for the City of San Angelo, Texas, in accordance with the City Charter and Chapter 213 of the Texas Local Government Code, has adopted a Comprehensive Plan to guide the long-range development of the City, manage the future growth of the City and promote the health, safety and welfare of its citizens; and

WHEREAS, the Comprehensive Plan includes a Future Land Use Map to serve as a geographical representation of anticipated land use patterns and long range development for the City; and

WHEREAS, inconsistencies have developed between current long standing land use and development patterns and development envisioned by the Future Land Use Map, which inconsistencies call for compatible revisions to the Future Land Use Map; and

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and Chapter 213 of the Texas Local Government Code regarding adoption and amendment of the City's Comprehensive Plan, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that revision of the Comprehensive Plan and Future Land Use Map changes should be made as set out herein;

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

SECTION 1: The Future Land Use Plan Map, a component of the adopted Comprehensive Plan for the City of San Angelo be and the same is hereby amended to change the Future Land Use designations of the following described parcels as outlined below:

6101-6118 Katie Lane; generally located approximately 285 feet west from the intersection of Twin Mountain Drive and Southwest Boulevard; more specifically being 2.89 acres in Lots 5-9 of Block 3, Section 3, and Lots 56-60 of Block 1, Section 3, Saddle Club Addition, from "Neighborhood Center" to "Neighborhood;"

3401-3437 School House Drive; generally located approximately at the southeast corner of the intersection of Southwest Boulevard and School House Dr.; more specifically being 2.35 acres in Lots 1-10 of Block 1, Section 1, Trinity Ridge Subdivision, from "Neighborhood Center" to "Neighborhood;"

3440 Twin Mountain Drive; generally located approximately at the northeast corner of the intersection of Twin Mountain Dr. and Southwest Blvd.; more specifically being 3.25 acres in the C A Voight Survey, Abstract 3931, Survey 0181, Tom Green County, Texas, from "Neighborhood Center" to "Neighborhood;"

The northeast 2.96 acres out of a 122.63 acre tract of land; generally located approximately 520 feet east of the intersection of Twin Mountain Road and Southwest Blvd; more specifically being 2.96 acres in the C A Voight Survey, Abstract 3931, Survey 0181, Tom Green County, Texas, from "Neighborhood" to "Neighborhood Center;"

SECTION 2: The Director of the Planning and Development Services Department is hereby authorized and directed to amend the Future Land Use Planning Map maintained in the Office of the Director to incorporate the foregoing amendments.

SECTION 3: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 4: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **18th day of July, 2017,** and finally PASSED, APPROVED AND ADOPTED on this, the **1st day of August, 2017.**

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **generally located at 3440 Twin Mountain Drive, the northeast corner of the intersection of Twin Mountain Dr. and Southwest Blvd., compromising a total of 3.25 acres,** FROM NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICT TO SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on consideration of the application for zoning change from Neighborhood Commercial District (CN) to Single Family Residential District (RS-1) Z17-07, Hameister; the Planning Commission and City Council having given notice of public hearing on the application as required under the Zoning Ordinance; City having published notice of public hearing in compliance with the Zoning Ordinance; City Council having afforded a full and fair public hearing on the application and having considered the amendment criteria applicable under the Zoning Ordinance; and, City Council being of the opinion that zoning changes should be made as set out herein;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic Zoning Ordinance for the City adopted on January 4, 2000, and the zoning map be and the same are hereby amended as follows:

The real property generally located at 3440 Twin Mountain Drive, at the northeast corner of the intersection of Twin Mountain Dr. and Southwest Blvd, within the corporate limits of the City of San Angel; more specifically being in the C A Voight Survey, Abstract 3931, Survey 0181, Tom Green County, Texas, compromising a total of 3.24 acres, Neighborhood Commercial (CN) Zoning District, shall henceforth be permanently zoned as follows: Single-Family Residential (RS-1) Zoning District.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **18th day of July, 2017,** and finally PASSED, APPROVED AND ADOPTED on this the **1st day of August, 2017.**

THE CITY OF SAN ANGELO

_____

Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

First reading and public hearing of ordinances approving:

1. An amendment to the City's Comprehensive Plan, changing certain lands from the "Neighborhood Center" to the "Commercial" Future Land Use Category, generally located northwest of the intersection of Glenna Street and Mercedes Street, on approximately 5.87 acres

2. A rezoning from the Neighborhood Commercial (CN), the Office/Warehouse (OW), the General Commercial/Heavy Commercial (CG/CH), and the General Commercial (CG) Zoning Districts to the Heavy Commercial (CH) Zoning District, on properties generally located at northwest of the intersection of Glenna Street and Mercedes Street, on approximately 5.87 acres - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

This request involves both a Comprehensive Plan Amendment to change the Future Land Use (FLU) of several properties from Neighborhood Center (NC) to Commercial (C), as well as a Rezoning from Neighborhood Commercial (CN), the Office/Warehouse (OW), and the General Commercial/Heavy Commercial (CG/CH) Zoning Districts to the Heavy Commercial (CH) Zoning District. This is both a private and City-initiated item which serves to address zoning & FLU inconsistencies with existing development on the block. All existing uses would continue to be allowed under the proposed Commercial FLU and Heavy Commercial Zoning District. Moreover, expansions and re-builds would no longer be impeded or delayed because of the properties' inconsistent designations.

Financial Impact:

N/A

Other Information/Recommendation:

These requests were considered by the Planning Commission at their regular meeting on June 19, 2017, where they recommended APPROVAL unanimously.

Attachments:

1.	Staff Report (RZ & CPA)	Staff Report Z17-09_Santellano_City Council.pdf
2.	Draft Ordinance (CP)	PL_CP17-03_Ordinance.docx
3.	Draft Ordinance (RZ)	PL_Z17-09A&B_Ordinance.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

CITY COUNCIL – July 18 and August 1, 2017
STAFF REPORT

APPLICATION TYPE:	CASES:
Comprehensive Plan Amendment & Rezoning	Z17-09-A: Santellano / Z17-09-B: COSA CP17-03: COSA

SYNOPSIS:

This request involves both a Comprehensive Plan Amendment to change the Future Land Use (FLU) of several properties from Neighborhood Center (NC) to Commercial (C), as well as a Rezoning from Neighborhood Commercial (CN), the Office/Warehouse (OW), and the General Commercial/Heavy Commercial (CG/CH) Zoning Districts to the Heavy Commercial (CH) Zoning District. This is both a private and City-initiated item which serves to address zoning & FLU inconsistencies with existing development on the block. All existing uses would continue to be allowed under the proposed Commercial FLU and Heavy Commercial Zoning District. Moreover, expansions and re-builds would no longer be impeded or delayed because of the properties' inconsistent designations.

LOCATION:	LEGAL DESCRIPTION:
1101-1175 Glenna Street & 3812 Mercedes Street	See Planning Division staff for documentation

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
Bluffs Neighborhood SMD#2 – Tom Thompson	CN – Neighborhood Commercial OW – Office/Warehouse CG/CH – General Commercial / Heavy Commercial	Neighborhood Center (NC)	5.87 acres

THOROUGHFARE PLAN:

Glenna Street – Minor Arterial Street, Required 80' min. ROW, 64' min. pavement, Actual 68 min. ROW, 44' pavement

Mercedes Street – Local Street, Required 50' min. ROW, 36' min. pavement with sidewalk, or 40' without sidewalk. Actual 50' min. ROW, 30' pavement with no sidewalk

NOTIFICATIONS:

65 notifications were mailed within a 200-foot radius on June 7, 2017.
Zero responses have been received in support and zero in opposition.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed Comprehensive Plan Amendment to **Commercial (C)** and the Rezoning to the **Heavy Commercial (CH) Zoning District**.

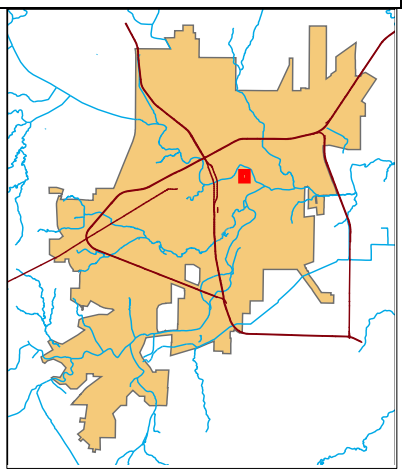
PETITIONERS:

Rudy Santellano

City of San Angelo

STAFF CONTACT:

Rebeca Guerra
Planning Manager
(325) 657-4210, Extension 1540
rebeca.guerra@cosatx.us



Rezonings: Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request:

1. **Compatible with Plans and Policies.** ***Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*** The Comprehensive Plan's & Zoning Ordinance's original intent was to create a transitional buffer between the commercial activities along Glenna Street and the larger lots to the rear zoned Ranch & Estate. Thus, the Neighborhood Center FLU and less intense zonings of Neighborhood Commercial, Office/Warehouse, and General Commercial/Heavy Commercial were assigned to the properties. The Comprehensive Plan, however, mandates that Action Steps be taken in order to identify existing commercial areas and "have plans for their future development" so as to "maximize development and ensure…commercial success." Amending the existing FLU and zoning designations would appear to satisfy this directive.

2. **Consistent with Zoning Ordinance.** ***Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*** The Heavy Commercial District is intended to provide opportunities for development of wholesale trade, retail sales, warehousing development, repair and service establishments, heavy and bulk equipment supply dealers or other such establishments that typically are characterized by outside storage of materials or merchandise. All properties, with two exceptions that remain vacant, have been developed in a manner consistent with the CH Zoning District. Rezoning these lands to a District which allows all existing uses by right would appear to be critical to the redevelopment, and for the vacant sites, new development, of this vital commercial corridor.

3. **Compatible with Surrounding Area.** ***Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*** The property is located within an area that has developed to a higher commercial intensity than originally planned for by the City. To keep the zoning as anything less than Heavy Commercial would appear to be disadvantageous to the existing and continued nature of the development along this block face. As indicated above, all existing uses would still be allowed under the proposed Heavy Commercial Zoning District. Moreover, expansions and re-builds would no longer be impeded or delayed because of the properties' zoning designations.

4. **Changed Conditions.** ***Whether and the extent to which there are changed conditions that require an amendment.*** When the Neighborhood Center FLU and CG/CH, OW, and CN zonings were placed on the properties, this reflected a belief that the lands would develop as a transitional area between the more intense uses along Glenna Street and the R&E properties to the west. However, this has not occurred and heavier commercial uses became the norm. Leaving the area with its current FLU and zoning designations could result in stalling new development, as well as expansions/redevelopment, of these established commercial uses.

5. **Effect on Natural Environment.** ***Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*** There are no anticipated negative effects on the natural environment from these actions. Development would continue in the same manner, and intensity, as already exist on the subject sites.

6. **Community Need.** ***Whether and the extent to which the proposed amendment addresses a demonstrated community need.*** The community need in the area is for the subject properties, and their associated uses, to be recognized as Commercial in nature, and more specifically, consistent with the zoning designation of Heavy Commercial. This is made more apparent by a subsequent application made after the time of this project's review for a similar nearby rezoning to reflect the more intense commercial use that the Zoning District it has been assigned.

7. **Development Patterns.** ***Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*** The existing development pattern in the immediate area reflects more intense activities than what was planned for. This block face, in particular, has seen at least two properties that are seeking to expand their facilities, but unable to do so given their underlying zoning designations. Sound planning practice recommends creating logical, orderly nodes of concentrated intense activities near arterial-type roadways (like Glenna Street) that can handle the volume and nature of traffic generated by such uses.

Planning Commission Recommendation:

On June 19, 2017, the Planning Commission recommended **APPROVAL** of the Comprehensive Plan Amendment to change the Future Land Use from Neighborhood Center (NC) to Commercial (C) and **APPROVAL** of a Rezoning from the Neighborhood Commercial (CN), the Office/Warehouse (OW), and the General Commercial/Heavy Commercial (CG/CH) Zoning Districts to the **Heavy Commercial (CH) Zoning District**. The following is the complete excerpt of the minutes from the June 19, 2017, meeting for this case:

Planning Manager, Rebeca Guerra, outlined the proposed requests, which was a combination of a Comprehensive Plan Amendment and a Rezoning. Similar to the previous case, she explained that this was a cleanup of an area that had not developed in a manner consistent with their Future Land Use designations. Ms. Guerra recommended approval and answered a few questions in regards to the maps shown in the presentation. With no further questions from the Commission, the floor was opened for public comment.

Applicant Robert Santellano came forward and explained his business and his hope for expansion. He explained how they service a multitude of vehicles, some of which belong to the City.

Commissioner Smith made a Motion to recommend APPROVAL of the Comprehensive Plan Amendment, changing the FLU from Neighborhood Center to Commercial, and Commissioner Stribling seconded the Motion with all Commissioners voting in favor. The Motion passed unanimously 6-0.

Commissioner Smith made a Motion to recommend APPROVAL of the rezonings as requested, and Commissioner Stribling seconded the Motion with all Commissioners voting in favor. The Motion passed unanimously 6-0.

Recommendation:

Staff's recommendation is for City Council to:

APPROVE a Comprehensive Plan Amendment to change the Future Land Use from Neighborhood Center (NC) to **Commercial (C)**

&

APPROVE a Rezoning from the Neighborhood Commercial (CN), the Office/Warehouse (OW), and the General Commercial/Heavy Commercial (CG/CH) Zoning Districts to the **Heavy Commercial (CH) Zoning District**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photographs

Aerial Map

Case Z17-09/CP17-03

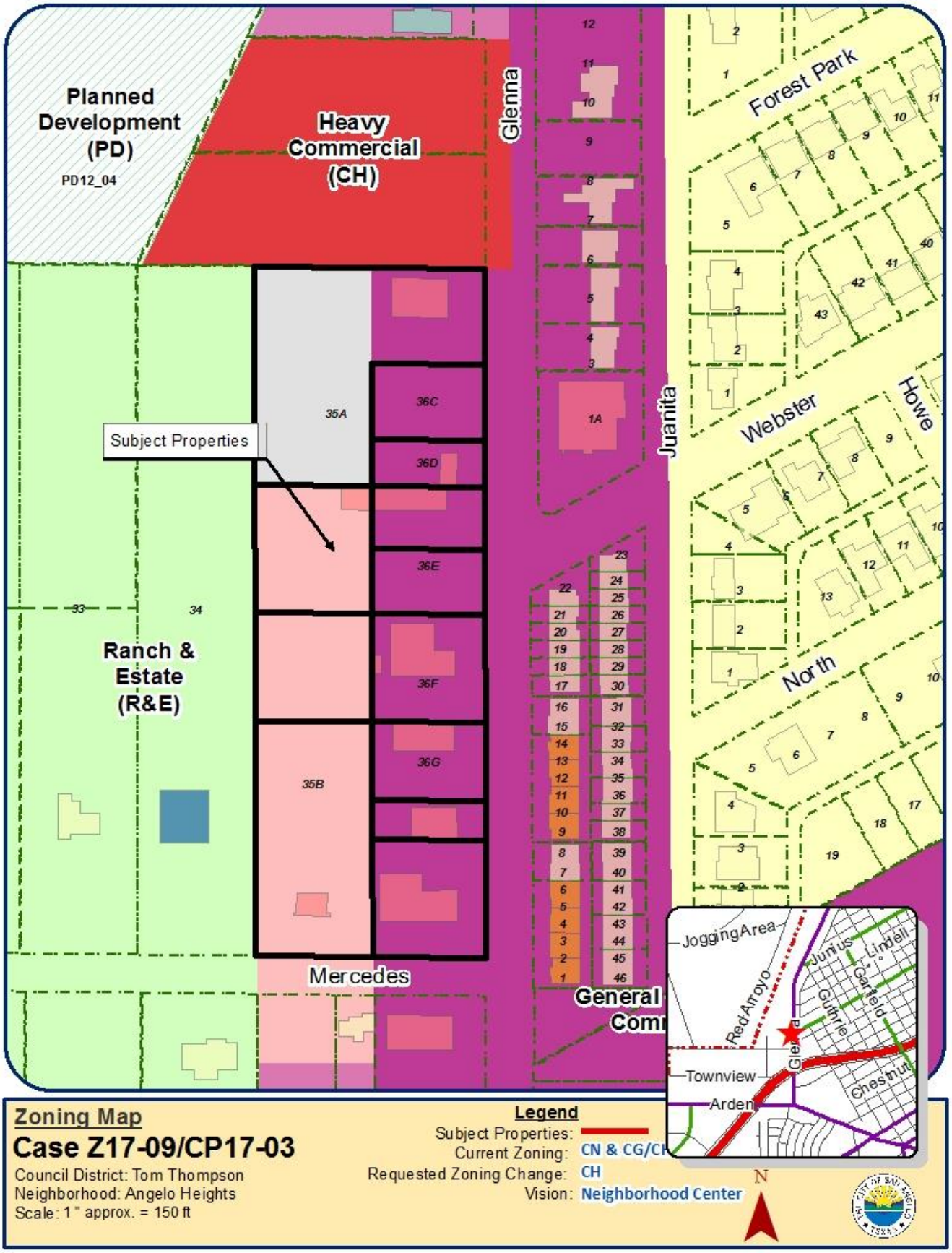
Council District: Tom Thompson
Neighborhood: Angelo Heights
Scale: 1 " approx. = 150 ft

Legend

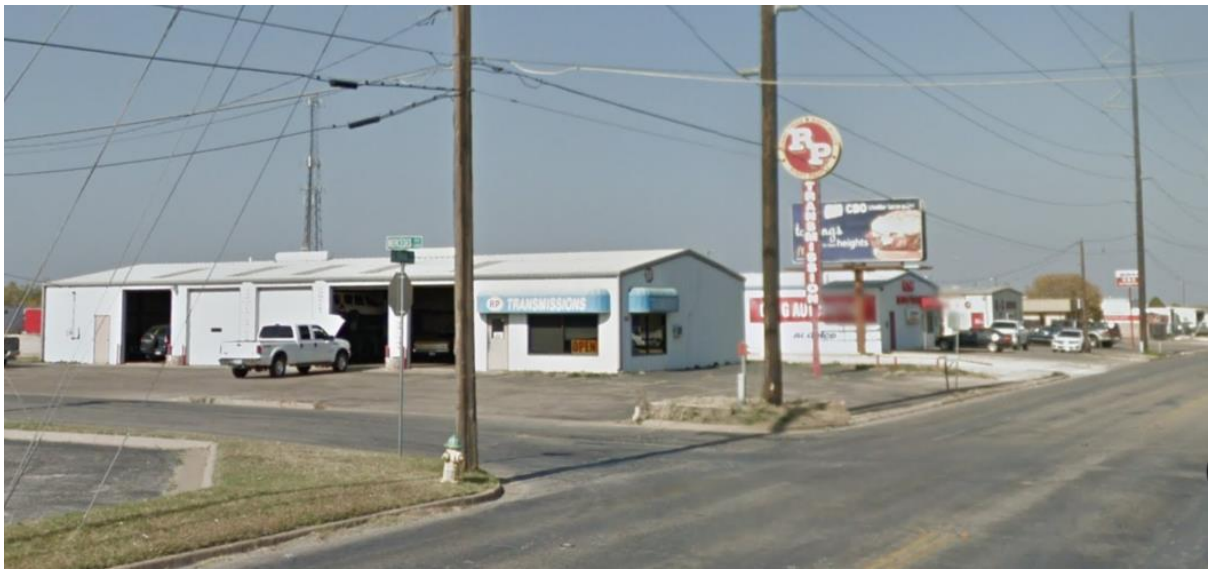
Subject Properties:
Current Zoning: CN & CG/CH
Requested Zoning Change: CH
Vision: Neighborhood Center

N

Open Space
Subject Properties
Neighborhood Center
Neighborhood
Mercedes
Glenna
Juanita
Forest Park
Webster
Howe
Neighborhood North
35A
36C
36D
36E
36F
36G
35B
34
33
1A
JoggingArea
Junius
Lindell
Garfield
Guthrie
Red Arroyo
Townview
Arden
Chestnut
Future Land Use Map
Case Z17-09/CP17-03
Council District: Tom Thompson
Neighborhood: Angelo Heights
Scale: 1 " approx. = 150 ft
Legend
Subject Properties:
Current Zoning: CN & CG/CH
Requested Zoning Change: CH
Vision: Neighborhood Center
N


Planned Development (PD)
PD12_04
Heavy Commercial (CH)
Glenna
Forest Park
Subject Properties
Ranch & Estate (R&E)
Mercedes
Juanita
Webster
Howe
North
General Com
Jogging Area
Red Arroyo
Junius
Lindell
Gaited
Guthrie
Townview
Arden
Chestnut
Zoning Map
Case Z17-09/CP17-03
Council District: Tom Thompson
Neighborhood: Angelo Heights
Scale: 1 " approx. = 150 ft
Legend
Subject Properties:
Current Zoning: CN & CG/CH
Requested Zoning Change: CH
Vision: Neighborhood Center
N

Site Photos


TRANSMISSIONS

Duncan Mech
Santellano's Collision Repair
Commercial Appliance Services
C & G Automotive
RP Transmissions
Mercedes St
Glenna St
Glenna St
Webster
Map
Google
2D

COMMERCIAL

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS, GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF GLENNA STREET AND MERCEDES STREET, ON APPROXIMATELY 5.87 ACRES, FROM "NEIGHBORHOOD CENTER" TO "COMMERCIAL;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council for the City of San Angelo, Texas, in accordance with the City Charter and Chapter 213 of the Texas Local Government Code, has adopted a Comprehensive Plan to guide the long-range development of the City, manage the future growth of the City and promote the health, safety and welfare of its citizens; and

WHEREAS, the Comprehensive Plan includes a Future Land Use Map to serve as a geographical representation of anticipated land use patterns and long range development for the City; and

WHEREAS, inconsistencies have developed between current long standing land use and development patterns and development envisioned by the Future Land Use Map, which inconsistencies call for compatible revisions to the Future Land Use Map; and

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and Chapter 213 of the Texas Local Government Code regarding adoption and amendment of the City's Comprehensive Plan, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that revision of the Vision Plan and Future Land Use Map changes should be made as set out herein;

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

SECTION 1: The Future Land Use Plan Map, a component of the adopted Comprehensive Plan for the City of San Angelo be and the same is hereby amended to change the Future Land Use designation of the following described parcels as outlined below:

Generally located northwest of the intersection of Glenna Street and Mercedes Street, on approximately 5.87 acres, from "Neighborhood Center" to "Commercial;" more specifically described as:

- **Being 1.3456 acres out of Poulter Highland Acres, Lot 35-A Less The S161.71'**
- **Block 1, Lot 36-C, Poulter Highland Acres Replat**
- **Block 1, Lot 36-D, Poulter Highland Acres Replat**
- **Block 1, North 80' Of Lot 36-E R/P, Poulter Highland Acres**
- **Block 1 & Lot 36-E, Less S38.29', and Less the North 80' Of Poulter Highland Acres Replat**
- **Being 0.5540 Acres Out Of Poulter Highland Acres Replat, Block 1, South 161.71' Of Lot 35-A**
- **Block 1, Lot 36-F & S38.29' Of Lot 36-E, Poulter Highland Acres**

- **North 138.25 Feet Of Lot 35-B R/P Of Lot 35, Block 1, Poulter Highland Acres**

- **Block 1, Lot 36-G, Poulter Highland Acres Replat**

- **Poulter Highland Acres, Block 1, North 50 Feet Of S199.31 FT, Less 5 Feet Of Lot 36 To The City**

- **Poulter Highland Acres, Block 1, S149.31' Of Lot 36, Less 5 Feet To The City**

- **Poulter Highland Acres, Block 1, Lot 35-B R/P Of Lot35, S&E The North 138.25 Feet**

SECTION 2: The Director of the Planning and Development Services Department is hereby authorized and directed to amend the Future Land Use Planning Map maintained in the Office of the Director to incorporate the foregoing amendment.

SECTION 3: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 4: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **18th day of July, 2017,** and finally PASSED, APPROVED AND ADOPTED on this, the **1st day of August, 2017.**

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION ON PROPERTY GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF GLENNA STREET AND MERCEDES STREET, ON APPROXIMATELY 5.87 ACRES, FROM THE NEIGHBORHOOD COMMERCIAL, THE OFFICE/WAREHOUSE, THE GENERAL COMMERCIAL/HEAVY COMMERCIAL, AND THE GENERAL COMMERCIAL ZONING DISTRICTS TO THE HEAVY COMMERCIAL ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on consideration of the application for zoning change from the Neighborhood Commercial, the Office/Warehouse, the General Commercial/Heavy Commercial, and the General Commercial Zoning Districts to the Heavy Commercial Zoning District, the Planning Commission and City Council having given notice of public hearing on the application as required under the Zoning Ordinance; City having published notice of public hearing in compliance with the Zoning Ordinance; City Council having afforded a full and fair public hearing on the application and having considered the amendment criteria applicable under the Zoning Ordinance; and, City Council being of the opinion that zoning changes should be made as set out herein;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic Zoning Ordinance for the City adopted on January 4, 2000, and the zoning map be and the same are hereby amended as follows:

The real property **generally located northwest of the intersection of Glenna Street and Mercedes Street, on approximately 5.87 acres, and more specifically described as:**

- **Being 1.3456 acres out of Poulter Highland Acres, Lot 35-A Less The S161.71'**

- **Block 1, Lot 36-C, Poulter Highland Acres Replat**

- **Block 1, Lot 36-D, Poulter Highland Acres Replat**

- **Block 1, North 80' Of Lot 36-E R/P, Poulter Highland Acres**

- **Block 1 & Lot 36-E, Less S38.29', and Less the North 80' Of Poulter Highland Acres Replat**

- **Being 0.5540 Acres Out Of Poulter Highland Acres Replat, Block 1, South 161.71' Of Lot 35-A**

- **Block 1, Lot 36-F & S38.29' Of Lot 36-E, Poulter Highland Acres**

- **North 138.25 Feet Of Lot 35-B R/P Of Lot 35, Block 1, Poulter Highland Acres**

- **Block 1, Lot 36-G, Poulter Highland Acres Replat**

- **Poulter Highland Acres, Block 1, North 50 Feet Of S199.31 FT, Less 5 Feet Of Lot 36 To The City**

- **Poulter Highland Acres, Block 1, S149.31' Of Lot 36, Less 5 Feet To The City**

- **Poulter Highland Acres, Block 1, Lot 35-B R/P Of Lot35, S&E The North 138.25 Feet,**

shall henceforth be permanently zoned Heavy Commercial (CH) Zoning District.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **18th day of July, 2017,** and finally PASSED, APPROVED AND ADOPTED on this the **1st day of August, 2017.**

THE CITY OF SAN ANGELO

_____

Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

First reading and public hearing of ordinances approving:

1. an amendment to the City's Comprehensive Plan, changing certain lands from the "Neighborhood" to the "Commercial" Future Land Use Category, generally located approximately 1,200 feet northeast of the intersection of South Bryant Boulevard and Cox Lane, on 3.311 acres

2. a rezoning from the General Commercial (CG) and Low Rise Multifamily Residential (RM-1) Zoning Districts to a Planned Development (PD) Zoning District to allow for a Plant Nursery with Retail Sales; Lawn and Landscaping Care and Maintenance; and accessory uses; generally located approximately 400 feet northeast of the intersection of South Bryant Boulevard and Cox Lane, on 6.774 acres - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The applicant has submitted requests for an amendment to the City of San Angelo's Comprehensive Plan and a rezoning to allow for a Plant Nursery with Retail Sales, Lawn and Landscaping Care and Maintenance, and accessory uses including a horticultural educational center and the boarding of small animals for educational purposes on the subject property. The applicant has been operating an existing plant nursery and landscaping business from 5433 Ben Ficklin Road and intends to move to this larger location. The 6.774-acre tract will be retained by the applicant and the remaining 0.236-acre tract (not part of the request) is intended to be sold.

Financial Impact:

N/A

Other Information/Recommendation:

These requests were considered by the Planning Commission at their regular meeting on June 19, 2017, where they recommended APPROVAL unanimously on both cases.

Attachments:

1.	Staff Report (CP & PD)	PL_CP17-01 & PD17-03 report.pdf
2.	Draft Ordinance (PD)	PL_PD17-03_Ordinance.docx
3.	Draft Ordinance (CP)	PL_CP17-01_Ordinance.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

CITY COUNCIL – July 18 and August 1, 2017
STAFF REPORT

APPLICATION TYPE:	CASES:
Comprehensive Plan and Planned Development (PD) Rezoning	CP17-01 & PD17-03, Entrenos, Inc. (Farmer's Daughter)

SYNOPSIS:

The applicant has submitted requests for an Amendment to the City of San Angelo's Comprehensive Plan and a Rezoning to allow for a Plant Nursery with Retail Sales, Lawn and Landscaping Care and Maintenance, and accessory uses including a horticultural educational center and the boarding of small animals for educational purposes on the subject property. The applicant has been operating an existing plant nursery and landscaping business from 5433 Ben Ficklin Road and intends to move to this larger location. The 6.774-acre tract will be retained by the applicant and the remaining 0.236-acre tract (not part of the request) is intended to be sold.

LOCATION:	LEGAL DESCRIPTION:
4044 South Bryant Boulevard; generally located approximately 1,200 feet northeast of the intersection of South Bryant Boulevard and Cox Lane	Being 2.464 acres out of Tracts 1 and 2, La Abra Subdivision, Section One, and being 4.31 acres out of Tracts 3-7, La Abra Subdivision, Section Two

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
SMD District #1 – Tommy Hiebert Rio Vista Neighborhood	CG – General Commercial and RM-1 - Low Rise Multifamily Residential	C – Commercial N - Neighborhood	**CP17-01:** 3.311 acres **PD17-03:** 6.774 acres

THOROUGHFARE PLAN:

South Bryant Boulevard (TXDOT) – Urban Arterial Street (TXDOT road, no City specifications)

NOTIFICATIONS:

Seven notifications mailed within 200-foot radius on June 8, 2017. Zero were received in support or opposition.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed Amendment to the Comprehensive Plan, changing the Future Land Use category from "Neighborhood" to "Commercial" and

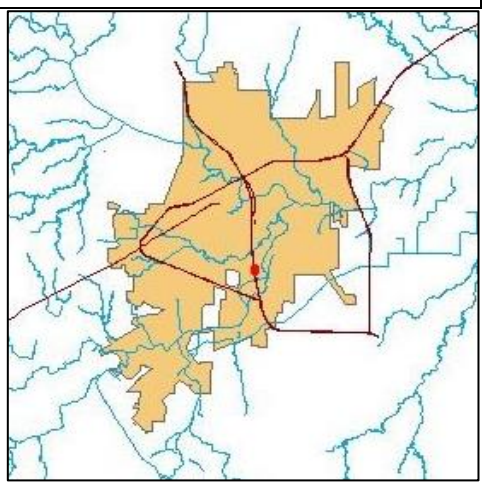
Staff recommends **APPROVAL** of the proposed Rezoning from the General Commercial (CG) Zoning District and Low Rise Multifamily Residential (RM-1) Zoning District to a Planned Development (PD17-03) Zoning District to allow for a Plant Nursery with Retail Sales; Lawn and Landscaping Care and Maintenance; and accessory uses including a horticultural educational center and the boarding of small animals for educational purposes.

PROPERTY OWNER/PETITIONER:

Property Owner and Applicant: Entrenos, Inc. (Farmer's Daughter)

STAFF CONTACT:

Jeff Fisher,
Senior Planner
(325) 657-4210, Extension 1550
jeff.fisher@cosatx.us



Additional Information: The current General Commercial (CG) zoning district on the westerly 500 feet of the property, along with a previously approved Special Permit (SP98-07) allows a plant nursery with unlimited outdoor storage but limits any unscreened outdoor storage to 10% within a designated area. The remaining easterly portion of the site is zoned Low Rise Multifamily Residential (RM-1) which does not allow any form of non-residential development. The proposed rezoning to a Planned Development (PD17-03) would allow the intended uses on the entire 6.774-acre site, and incorporate site-specific development standards including parking, screening, LED lighting, landscaping, and unlimited outdoor storage related to the business, to ensure orderly growth in future. The associated Comprehensive Plan Amendment from "Neighborhood" to "Commercial" on the easterly 3.311 acres would ensure a consistent Commercial designation for the entire property consistent with the new zoning. This Amendment is also required before the rezoning can be approved as any rezoning must conform to the City's Comprehensive Plan. Both items require both Planning Commission and City Council approval. The applicant has submitted a Site Plan, a Landscape Plan, Color Renderings, signage, and lighting details of existing and proposed development on the property. Staff has reviewed the subject proposal in the context of the City's Comprehensive Plan, Zoning Ordinance and the surrounding area, and provides our analysis and recommendations further below.

Comprehensive Plan Amendment: When determining whether a Comprehensive Plan Amendment shall be approved, Planning Staff review current plans and policies, and any other land use policies adopted by the Planning Commission to determine whether the proposed amendment is compatible.

The City's Comprehensive Plan defines "Commercial" areas as often "single-use centers consisting of large retail and office clusters that seek visibility and convenient access offered by frontage on the major street network." The Plan also calls to "create or mandate phasing plans for future infill of new and existing Commercial areas, to maximize development and ensure quality of experience and commercial success." The site is conveniently located and is visible from South Bryant Boulevard, a major commercial corridor. As indicated above, the front portion of the property has already been used for a plant nursery business in the past, and existing buildings and greenhouses remain on the property. The Planned Development (PD17-03) will ensure appropriate phasing, recognizing the existing buildings at the front of the property, and allowing future development at the rear of the property. Moreover, conditions of approval that include adequate screening, landscaping, parking, and lighting, will ensure quality development and a minimization of any potential adverse impacts on adjacent properties, consistent with the above policies.

Rezonings (Planned Developments): Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request:

1. **Compatible with Plans and Policies.** ***Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*** Planning Staff believe that the proposed Amendment from "Neighborhood" to "Commercial" on the easterly portion of this property is appropriate given the front portion of the property is already zoned General Commercial (CG), designated "Commercial" in the Comprehensive Plan, and was the former site of a plant nursery, Brannan Landscape and Nursery which the applicant intends to expand to the rear of the site. As discussed above, the Commercial designation supports "single-use centers consisting of large retail and office clusters that seek visibility and convenient access offered by frontage on the major street network." The development has direct and abutting access to South Bryant Boulevard, a major commercial corridor, consistent with this policy.

In addition, Planning Staff believes that residential development in this location is no longer the best use given that there is no other access except through an existing private access (proposed to be removed) which would be shared by commercial vehicles accessing the nursery and landscape business. This could create potential accidents as well as creating two incompatible adjacent land uses. There is ample residential land elsewhere in the City and commercial expansion to the east portion of the site could be compatible through conditions imposed by the Planned Development including screening and buffering. To the east is South Concho River and the homes to the north in the Ranch and Estate (R&E) Zoning District are buffered by existing privacy screening fencing and a "green fence" of large shade trees along this property line. A plant nursery with vehicle storage for lawn and landscape care and maintenance would not generate intense noise, odors and hazardous waste. Any commercial traffic would utilize South Bryant Boulevard, a major arterial road designed to accommodate large traffic volumes from similar retail commercial uses along this corridor.

2. **Consistent with Zoning Ordinance.** ***Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*** The proposed rezoning to a Planned Development will allow the applicant to expand her business while ensuring appropriate development standards are in place. The Planning Division recommends retaining General Commercial (CG) as the underlying zoning district, consistent with the current retail character of the site and surrounding area. The subject property well exceeds the minimum lot area of 6,000 square feet, minimum lot frontage of 50 feet, and minimum lot depth of 80 feet in the CG Zoning District. The existing main retail/office building and greenhouse building at the front of the property complies with the required setbacks in the CG Zoning District. The main retail/office is 5,760 square feet and requires one parking space for every 200 square feet of retail area accessible to the public, or 29 parking spaces. The applicant has indicated an estimated six employees that will utilize the future landscape maintenance barn at the rear of the property which would require an additional two parking spaces, for a total of 31 spaces. The existing paved area facing South Bryant Boulevard contains only 27 spaces. As a condition of approval, an additional four parking spaces will be required consistent with the Zoning Ordinance. This will also ensure the applicant has adequate parking for her landscape fleet vehicles. Staff recommends locating these spaces in the "employee and fleet parking area" next to the maintenance building, as provided on the applicant's site plan. The Fire Department has confirmed a caliche surface extending from the existing caliche access driveway is a suitable surface. Additional conditions of approval will include adding drought-resistant trees or landscaping to fill gaps in the existing fencing along the south property line. Finally, Staff will require the applicant to provide a suitable pedestrian walking path through the proposed children's educational gardens in the center of the property, in between the existing concrete curbs. Suitable cover may include a concrete sidewalk, or a pathway made of fine, crushed stone suitable for walking.

3. **Compatible with Surrounding Area.** ***Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*** As indicated above, the property is surrounded by retail commercial development and zoning along South Bryant Boulevard, including a Stripes gas station and convenience store the east, American Truck and RV to the south, and vacant zoned commercial land to the north. Expanding an existing plant nursery on the property and allowing the additional uses of a lawn and landscape business and a horticultural education center would be appropriate given the surrounding commercial character of this area.

4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** The property was originally zoned Ranch and Estate (R&E) and was intended for multiple residential lots utilizing a common private access drive. However, residential development never occurred and the front half of the property was rezoned to allow the existing plant nursery with the rear remaining vacant. A rezoning to allow an expansion of commercial development would be consistent with the commercial nature of this property and surrounding area.

5. **Effect on Natural Environment.** ***Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*** Planning Staff does not anticipate any adverse impacts on the natural environment. The majority of outdoor space will be reserved for landscaping and vegetation, maintaining the natural ecosystem and open space that already exists. As part of the associated replat, a review of grading, drainage, and stormwater will be reviewed by Engineering Services to ensure there will not be any adverse impacts on the natural environment.

6. **Community Need.** ***Whether and the extent to which the proposed amendment addresses a demonstrated community need.*** As indicated above, Planning Staff believes there is a need for a zone change given the surrounding commercial nature of this corridor along South Bryant Boulevard and the commercial development that already exists on the property.

7. **Development Patterns.** ***Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*** The subject development will have direct and abutting access to South Bryant Boulevard, a Major Arterial Road which can accommodate commercial traffic. The subject lots are intended to be replatted into one contiguous lot to ease future development and ensure safe and direct access to the property.

Planning Commission Recommendation:

On June 19, 2017, the Planning Commission recommended **APPROVAL** of the Comprehensive Plan Amendment, changing the Future Land Use Category from "Neighborhood" to "Commercial" on the 3.311-acre easterly portion of the property, and recommended **APPROVAL** of the Rezoning request from the General Commercial (CG) Zoning District and Low Rise Multifamily Residential (RM-1) Zoning District to a Planned Development (PD) Zoning District to allow for a Plant Nursery with Retail Sales; Lawn and Landscape Care and Maintenance; and accessory uses including a horticultural educational center and the boarding of small animals for educational purposes on the entire 6.774 acres. The following is the complete excerpt of the minutes from the June 19, 2017, meeting for this case:

These items were presented concurrently with two separate motions.

Jeff Fisher, Senior Planner, outlined the proposed requests for a Comprehensive Plan Amendment and Planned Development Rezoning. He explained that the purpose of the requests was to facilitate development of a plant nursery with retail sales, and a lawn and landscape care and maintenance business on the property. The rear portion of the property would be re-designated to "Commercial" in the City's Comprehensive Plan and the entire site would be rezoned to a Planned Development (PD) to allow the said uses with conditions of approval. Mr. Fisher outlined Staff's rationale for approval for both requests which included close proximity to existing commercial development, the existing plant nursery on the west portion of the site, and frontage onto an arterial road.

Chairperson Priess opened the meeting for public comment and there was none.

Commissioner Smith made a Motion to recommend APPROVAL of the proposed Comprehensive Plan Amendment, changing the Future Land Use Category from "Neighborhood" to "Commercial" on the 3.311-acre easterly portion of the property as presented, and Commissioner Crisp seconded the Motion. The Motion passed unanimously, 6-0.

Commissioner Smith made a Motion to recommend APPROVAL of the proposed Rezoning request from the General Commercial (CG) Zoning District and Low Rise Multifamily Residential (RM-1) Zoning District to a Planned Development (PD) Zoning District to allow for a Plant Nursery with Retail Sales; Lawn and Landscape Care and Maintenance; and accessory uses including a horticultural educational center and the boarding of small animals for educational purposes on the entire 6.774 acres as presented, and Commissioner Stribling seconded the Motion. The Motion passed unanimously, 6-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Amendment on the 3.311-acre easterly portion of the property to the Comprehensive Plan, changing the Future Land Use category from "Neighborhood" to "Commercial" and

Staff's recommendation is for City Council to **APPROVE** the proposed Rezoning from the General Commercial (CG) Zoning District and Low Rise Multifamily Residential (RM-1) Zoning District to a Planned Development (PD17-03) Zoning District to allow for a Plant Nursery with Retail Sales, Lawn and Landscaping Care and Maintenance, and accessory uses including a horticultural educational center and the boarding of small animals for educational purposes on the entire 6.774 acres, **subject to following 10 Conditions of Approval:**

1. Except as otherwise specified or limited below, the use and development of the subject property shall generally conform to the General Commercial (CG) Zoning District, unless specified as otherwise.

2. Overall site use shall be in accordance with the Site Plan. Major changes to the usage of this property shall be approved through an amendment to this Planned Development District with approval from the Planning Commission and City Council. Minor deviations may be approved by the Planning Director, provided no changes to the Zoning Ordinance are required.

3. The applicant shall complete gaps in existing landscape screening from adjacent residential uses along the south side yard property line, with drought-resistant shade trees, landscape berm, or other natural vegetation, a minimum of 6-feet in height at time of planting. The landscape screening shall be maintained in perpetuity. No screening is required beyond the existing green fence along the north property line, nor the east property line abutting the river.

4. Notwithstanding the CG Zoning District standards, unlimited outdoor storage and display of merchandise related to the permitted uses on the property shall be allowed.

5. Parking shall be provided per Section 511.B of the Zoning Ordinance for each use proposed. All vehicles stored or displayed on the subject property of this Special Use shall be fully operable. The use of this property as a storage yard for scrap material, including scrap vehicles, shall be prohibited.

6. The applicant shall provide concrete sidewalks and/or decomposed granite within the internal pedestrian walking areas on the property.

7. Hours of operation shall be limited between 7:00 a.m. and 10:00 p.m.

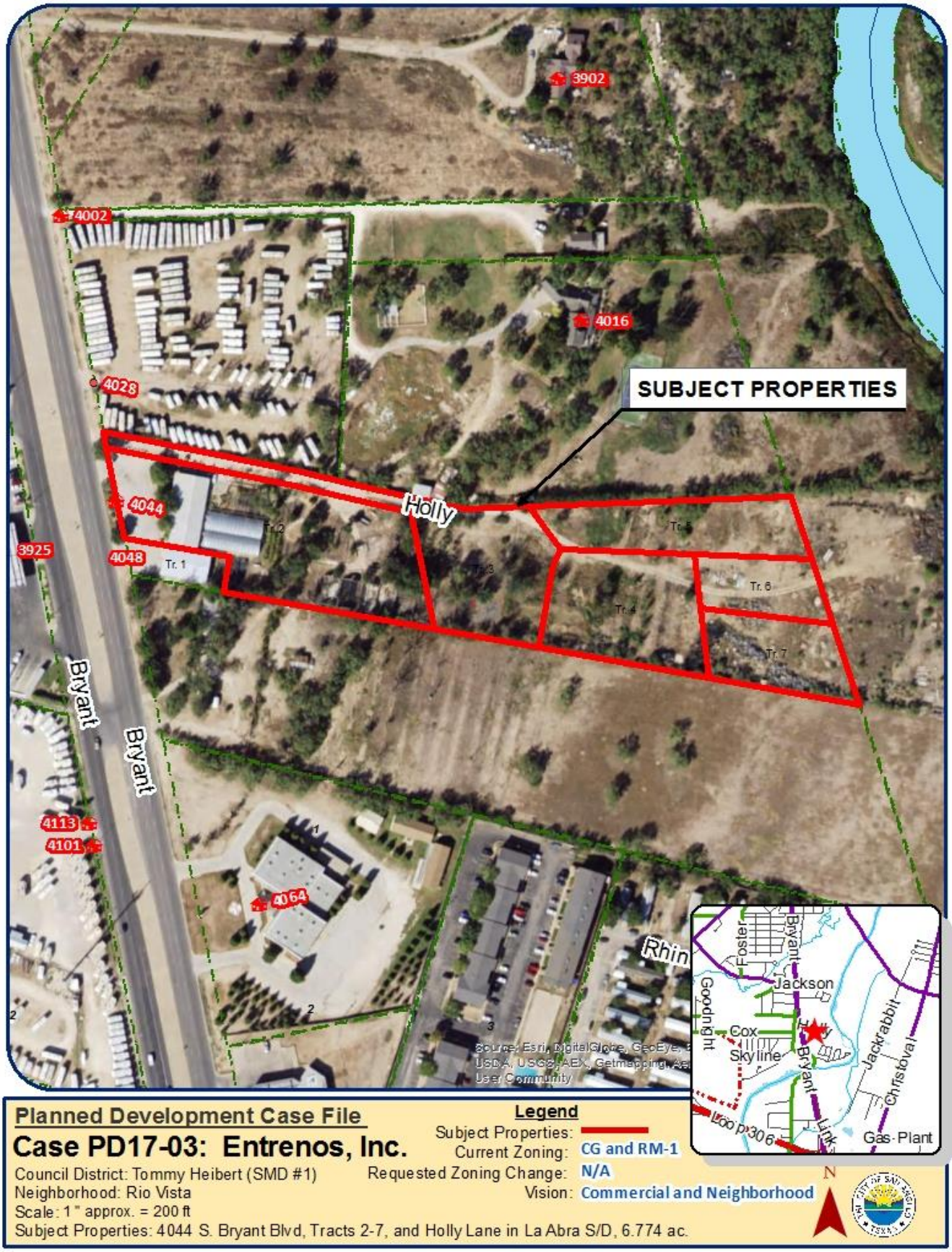
8. No loud speakers, paging systems, or other auditory devices, with the exception of security alarms, shall be permitted on the premises.

9. All new site lighting on the premises shall be shielded, downward emitting and configured in such a manner as to satisfactorily minimize or eliminate light trespass onto adjacent residential uses or lands. All illuminated signage on the premises shall be turned off between the hours of 10:00pm and 7:00am the following day.

10. Prior to any future development and/or building permits being issued on the property, the applicant shall submit a final site plan to the Planning Director and City Fire Marshall for their review and approval.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photographs
Resident Letters
Site Plan
Landscape Plan
Color Renderings of Existing and Proposed Buildings
Proposed Signage
Applications



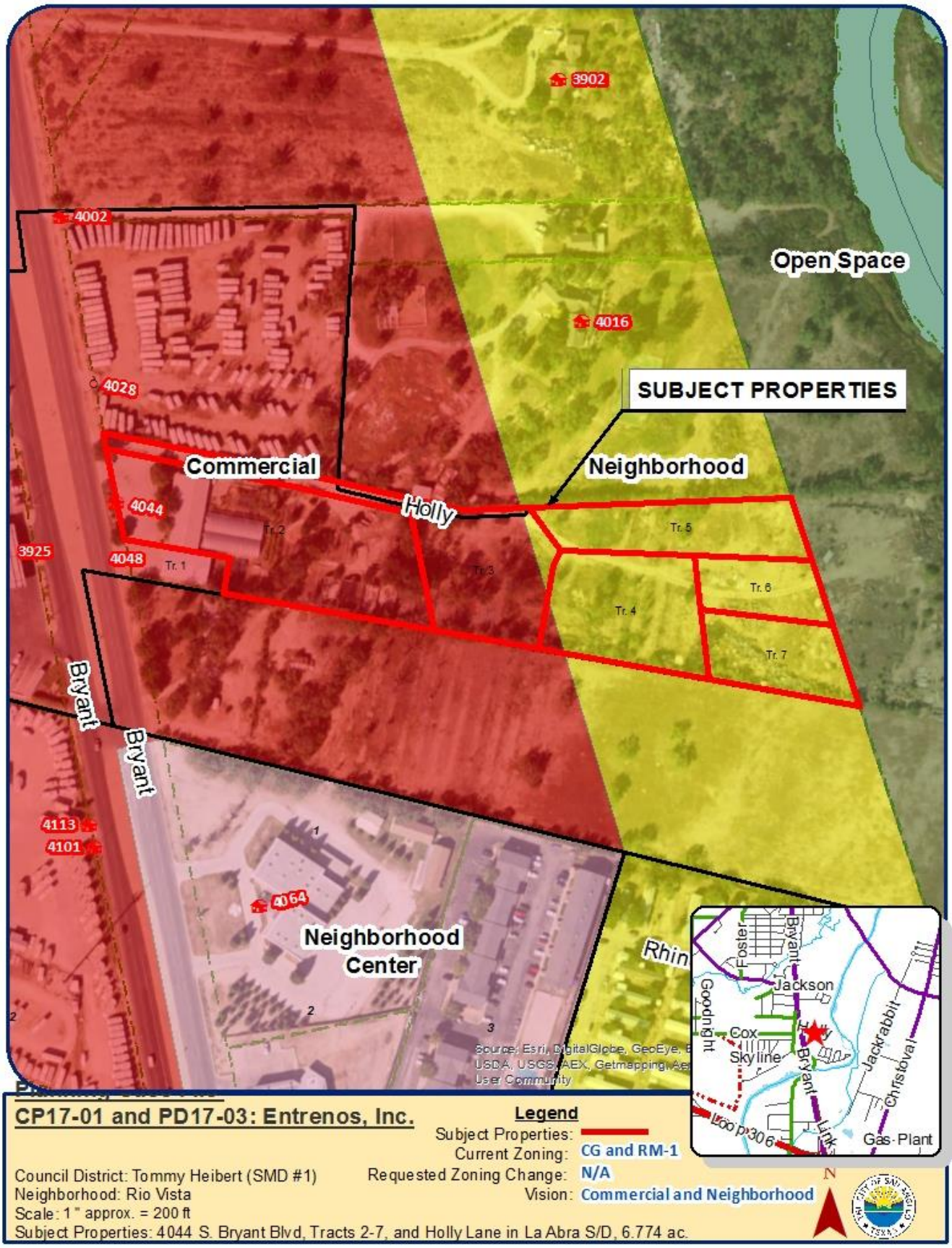
Planned Development Case File

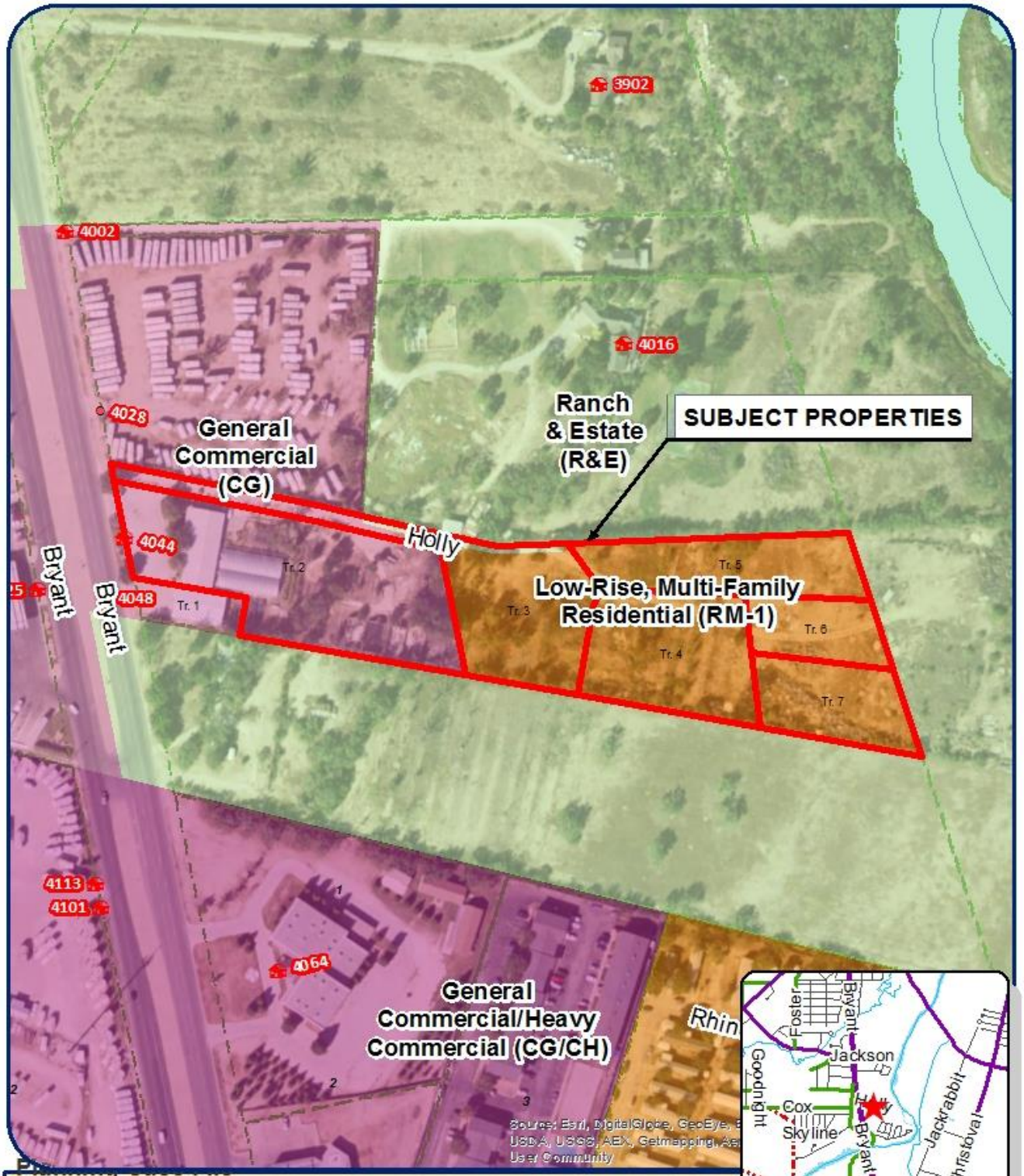
Case PD17-03: Entrenos, Inc.

Council District: Tommy Heibert (SMD #1)
Neighborhood: Rio Vista
Scale: 1 " approx. = 200 ft
Subject Properties: 4044 S. Bryant Blvd, Tracts 2-7, and Holly Lane in La Abra S/D, 6.774 ac.

Legend

Subject Properties:
Current Zoning: CG and RM-1
Requested Zoning Change: N/A
Vision: Commercial and Neighborhood


3902
4002
Open Space
4016
4028
SUBJECT PROPERTIES
Commercial
Neighborhood
Holly
4044
Tr. 2
Tr. 5
3925
4048
Tr. 1
Tr. 3
Tr. 6
Tr. 4
Tr. 7
Bryant
Bryant
4113
4101
4064
Neighborhood Center
Rhin
Foster
Bryant
Jackson
Goodnight
Cox
Skyline
Bryant
Jackrabbit
Christoval
Loop 306
Link
Gas Plant
Source: Esri, DigitalGlobe, GeoEye, USDA, USGS, AEX, Getmapping, User Community
CP17-01 and PD17-03: Entrenos, Inc.
Legend
Subject Properties:
Current Zoning: CG and RM-1
Requested Zoning Change: N/A
Vision: Commercial and Neighborhood
Council District: Tommy Heibert (SMD #1)
Neighborhood: Rio Vista
Scale: 1 " approx. = 200 ft
Subject Properties: 4044 S. Bryant Blvd, Tracts 2-7, and Holly Lane in La Abra S/D, 6.774 ac.
N



CP17-01 and PD17-03: Entrenos, Inc.

Legend
Subject Properties:
Current Zoning: CG and RM-1
Requested Zoning Change: N/A
Vision: Commercial and Neighborhood

Council District: Tommy Heibert (SMD #1)
Neighborhood: Rio Vista
Scale: 1" approx. = 200 ft
Subject Properties: 4044 S. Bryant Blvd, Tracts 2-7, and Holly Lane in La Abra S/D, 6.774 ac.

Photos of Site and Surrounding Area

NORTH

SOUTH

WEST

EAST AT SUBJECT PROPERTY

EXISTING LANDSCAPING AT FRONT

EXISTING DRIVEWAY (FORMERLY HOLLY LANE)

Photos of Site and Surrounding Area

EXISTING GREENHOUSE

EXISTING PEDESTRIAN TRIAL (UNFINISHED)

EXISTING PRIVACY FENCE (NORTH SIDE)

EXISTING GREEN FENCE (NORTH SIDE)

UNSCREENED CHAIN LINK FENCE (SOUTH)

REAR OF PROPERTY

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(✓) IN FAVOR ( ) IN OPPOSITION

REASON(S) _____

NAME: Basil El Masri EB Bryant Property

ADDRESS: 1902 South Bryant Blvd
San Angelo TX 76903

SIGNATURE: _____ 325-895-242

CP17-01 and PD17-03: Entrenos, Inc.
property owner number: 5
If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

RECEIVED
JUN 15 2017
J. Fisher, Planning

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(✓) YES IN FAVOR ( ) IN OPPOSITION

REASON(S) great For Economy

RECEIVED
JUL 05 2017
J. Fisher, Planning

NAME:

ADDRESS:

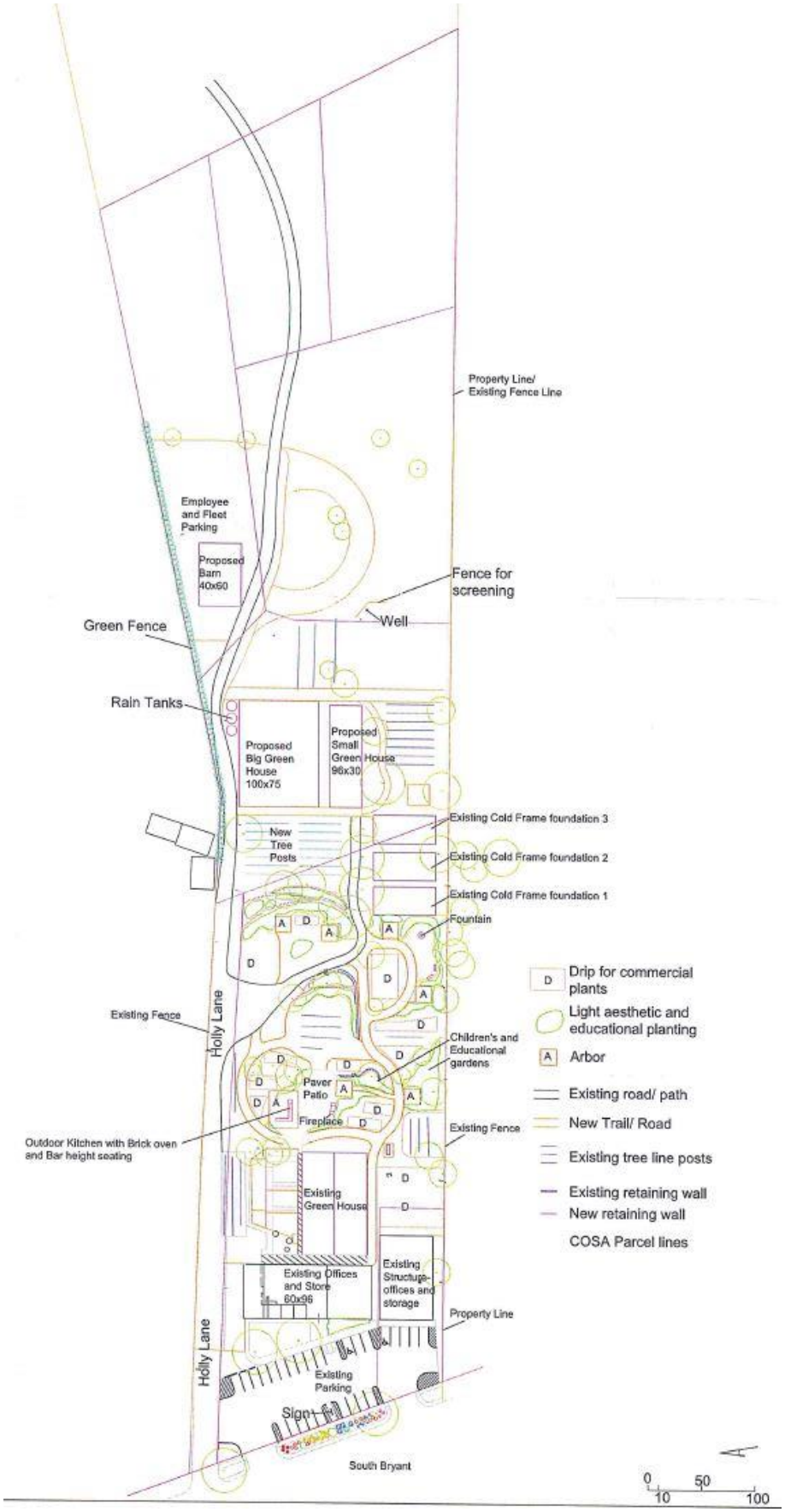
SIGNATURE:

1902 Pine Valley St.
San Angelo, TX 76904
Please change my address to

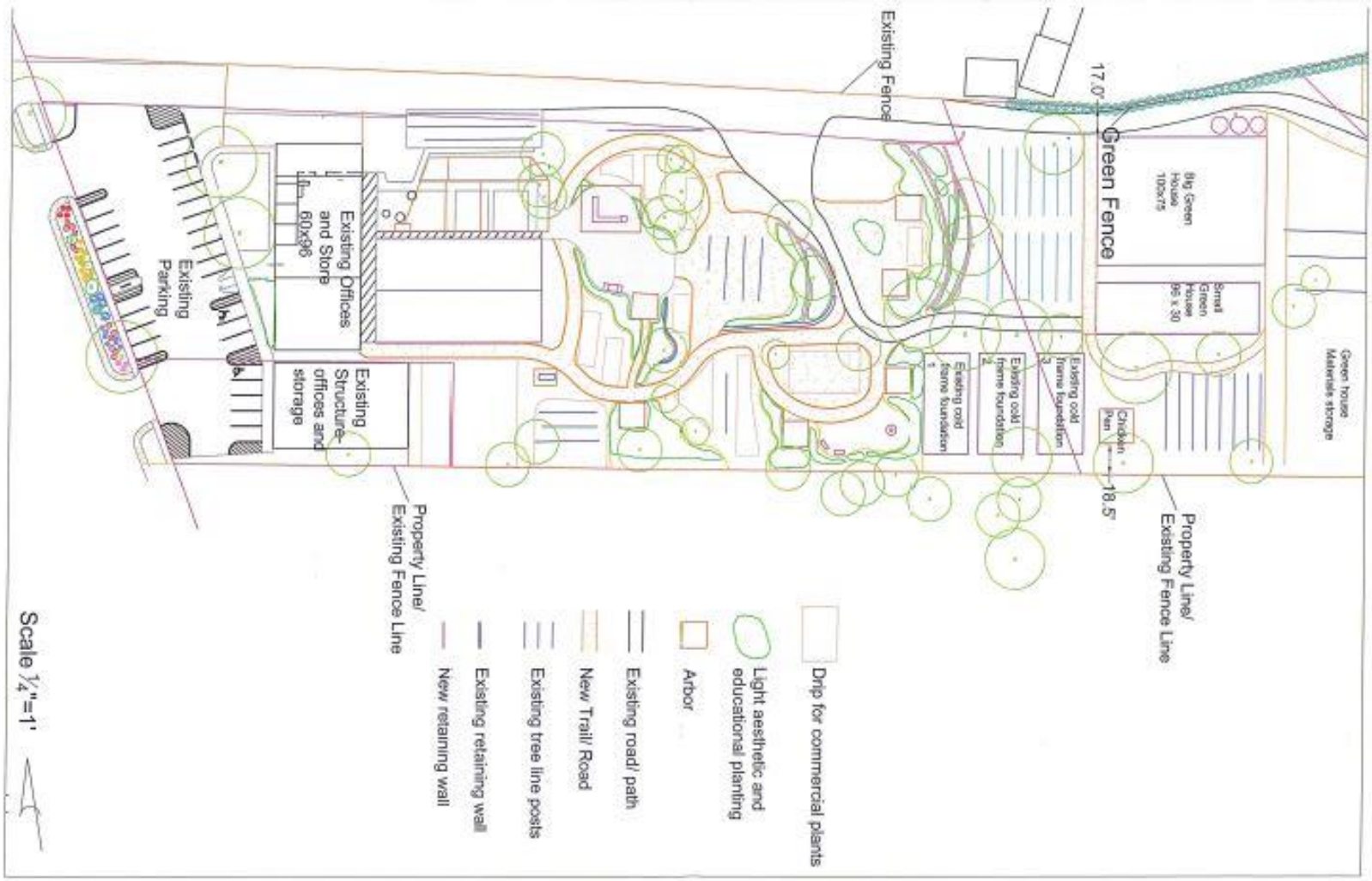
CP17-01 and PD17-03: Entrenos, Inc.
property owner number:

If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

SITE PLAN - FULL

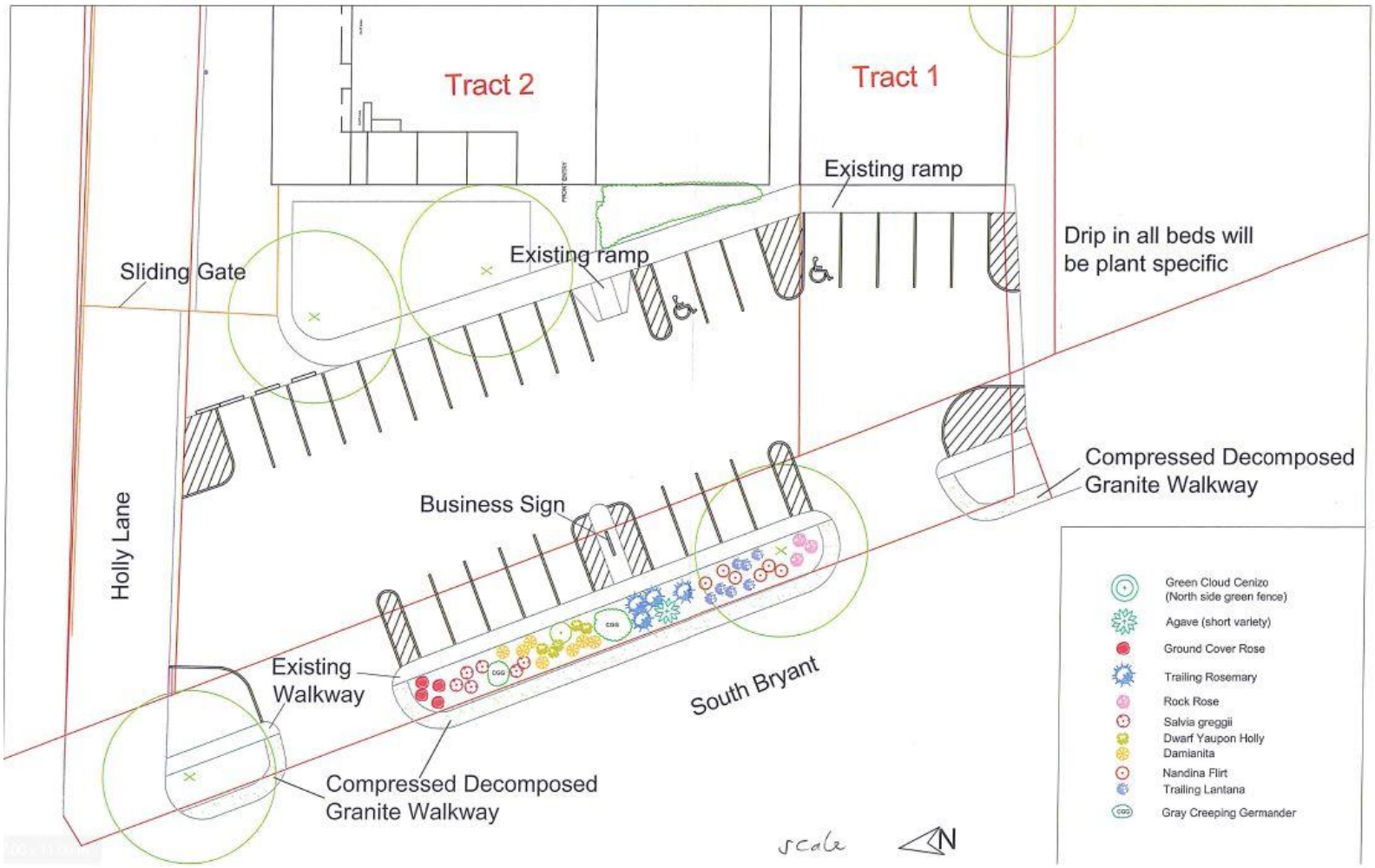


SITE PLAN – FRONT



SITE PLAN – REAR

LANDSCAPE PLAN

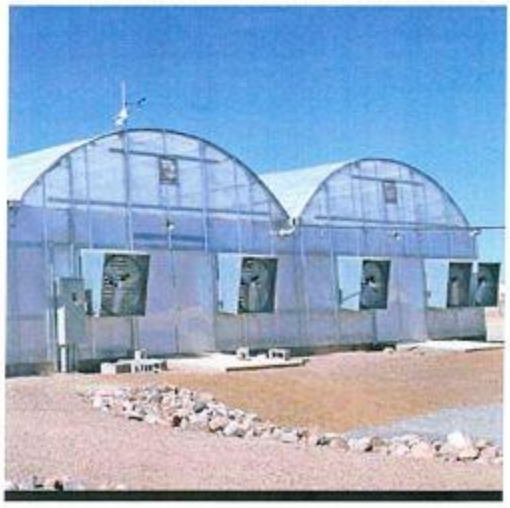


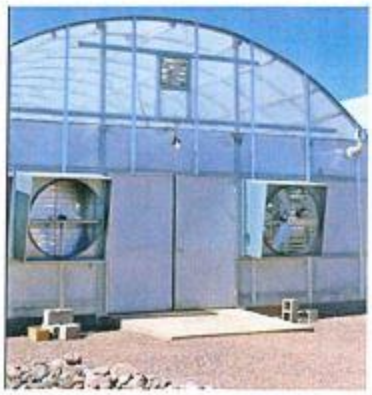
EXISTING RETAIL/OFFICE BUILDING

FUTURE EDUCATIONAL/PUBLIC AREA

FUTURE PEDESTRIAN WALKING TRAIL

FUTURE LAWN MAINTENANCE BARN AND GREENHOUSE BUILDINGS





Effective January 3, 2017

City of San Angelo, Texas – Planning Division
52 West College Avenue

Application for Request to Amend Comprehensive Plan

Section 1: Basic Information

Name of Applicant(s): Entrenos, Inc (Tam Honaker

☒ Owner ☐ Representative (Notarized Affidavit Required)

Mailing Address	City	State	Zip Code
5433 Ben Ficklin Road	San Angelo	Texas	

Contact Phone Number	Contact E-mail Address
325-234-5174	tam@fdtx.biz

Subject Property Address	City	State	Zip Code
4044 South Bryant	San Angelo	Texas	76904

Lot Size: 3.311 acres Zoning: RM1

Section 2: Site Specific Details

Existing Use of Property: vacant

Proposed Use of Property: Plant Nursery with retail sales, landscape and lawn maintenance & housing of small animals and horticultural education center

Existing Comprehensive Plan Land Use Designation:

Requested Comprehensive Plan Land Use Designation: Existing neighborhood / proposed commercial

Reason(s) and justification(s) for requesting Comprehensive Plan Amendment:

Purpose is to move in and expand a plant nursery and landscape business on the property
Admendment is required to commercial to facilitate zone change for future development

Hours of Operation: 8 AM -12 PM & 1PM – 5 PM 325-657-4210, #2 www.cosatx.us/planning

Effective January 3, 2017

Section 3: Applicant(s) Acknowledgement

Please initial the following:

TH This process does NOT change the zoning on the property. Future applications filed for zone change will be evaluated by comparing the request against the Comprehensive Plan category, to insure consistency as required by the Local Government Code. This Code directs cities to make zoning decisions in accordance with this planning document.

TH Filing of this application is simply a request that the Planning Commission consider an amendment to the Comprehensive Plan map. Both the Planning Commission and City Council have the option to determine no amendment is necessary. If amendment is deemed necessary, staff will recommend updates based on the facts and evidence collected, and in accordance with the principles of the Comprehensive Plan adopted in 2009.

TH If approved, the Comprehensive Plan Amendment is applied to the property and runs with the land; it does not apply to the property owner(s).

TH The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a Comprehensive Plan Amendment request, the request must still go before City Council for final action.

TH If a Comprehensive Plan Amendment request is granted by City Council, a Zone Change application must still be filed to begin the rezoning process. While such applications may be filed concurrently, refund of a rezoning application fee is not possible; as such, it may be advisable to wait for a final decision on said Comprehensive Plan Amendment before proceeding with a rezoning request.

TH Comprehensive Plan Amendments are not done on a property by property basis, since zoning is largely based upon anticipating & mitigating the effects and unintended consequences land uses have on their surroundings. The neighborhood or area where your property lies will be evaluated and studied by staff, the Planning Commission, and City Council.

TH Areas will be examined no more than once per calendar year. The analysis, study, and evaluation by staff, the Planning Commission is a three month process; City Council must also adopt any changes.

TH The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

Tam Honaker Digitally signed by Tam Honaker DN: cn=Tam Honaker, o=Farmer's Daughter Landscape, ou, email=tam@fdla.biz, c=US Date: 2017.05.16 12:50:18 -05'00'

Signature of licensee or authorized representative

May 17,2017
Date

Tam Honaker
Printed name of licensee or authorized representative

Entrenos, Inc
Name of business/Entity of representative

FOR OFFICE USE ONLY:

Case No.: CPA.: 17 – 01 **Planning Commission Date:** 6 / 19 / 2017

City Council Date(s): 7 / 18 / 17 & 8/1/17

Non-Refundable Fee: $ 500.00 **Receipt #:** _____ **Date paid:** 5 / 17 / 17

Reviewed/Accepted by: Jeff Fisher **Date:** 5 / 17 / 17

Effective January 3, 2017

City of San Angelo, Texas – Planning Division
52 West College Avenue

Application for Approval of a Zone Change

Section 1: Basic Information

Name of Applicant(s): Entrenos, Inc. (Tam Honaker)

☒ Owner ☐ Representative (Notarized Affidavit Required)

5433 Ben Ficklin Road (Mailing Address) San Angelo (City) Texas (State) 76904 (Zip Code)

325-234-5174 (Contact Phone Number) tam@fdtx.biz (Contact E-mail Address)

4044 South Bryant Blvd (Subject Property Address) San Angelo (City) Texas (State) 76904 (Zip Code)

7.01 Acres, all of tract 2-7, LABRA subdivision Section 1&2
Legal Description (*can be found on property tax statement or at www.tomgreencad.com*)

Existing Zoning: tract 2: plant nursery Proposed Zoning: PD Lot size: 7.01 acres
tract 3-7 vacant RM1
(Zoning Map available on City Maps)

Section 2: Site Specific Details

Existing Use of Property: tract 2: plant nursery
tract 3-7: vacant

*Proposed Use of Property: plant nursery with retail sales, landscape & lawn maintenance with accessory usages including a horticultural educational center and the housing of small animals
*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;

☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.

☒ If approved, a zone change is applied to the property, not the property owner.

☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.

☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.

☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.

☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.

☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable $35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☒ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

Owner Name (Print)	Signature	Company/Organization (If Applicable)	Date
Tam Honaker	Tam Honaker	Entrenos, Inc.	5-16-14

Representative Name (Print)	Signature	Company/Organization	Date

FOR OFFICE USE ONLY:

☑ Verified Complete ☐ Verified Incomplete Date of Application: 5/17/17

Case No.: PD 17-03 Fully-dimensioned site plan: ☑

Nonrefundable fee: $ 637.50 Receipt #: _____ Date paid: 5/17/17

Sign Deposit $37.50 Receipt #: _____ Date paid: 5/17/17

Affidavit attached? ☐ Yes ☐ No ☑ N/A Applicant's signature on information sheet? ☑ Yes ☐ No

Previous Zone Change Inquiry? ☐ Yes ☑ No If yes, ZCI case no.: _____-_____

River Corridor Commission? ☐ Yes ☑ No If yes, RCC meeting date: ___/___/___

Planning Commission hearing date: 6/19/17 Date notifications due: 6/8/17

City Council hearing date: 7/18/17 & 8/1/17 Packets due date: ___/___/___

Publication date: ___/___/___

Reviewed/Accepted by: Jeff Fisher Date: 5/17/17

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **4044 South Bryant Boulevard; generally located approximately 400 feet northeast of the intersection of South Bryant Boulevard and Cox Lane; more specifically being Tract 2 and a portion of a private road in La Abra Subdivision, Section One, and being Tracts 3-7 and a portion of a private road in La Abra Subdivision, Section Two, comprising a total of 6.774 acres,** FROM THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND LOW RISE MULTIFAMILY RESIDENTIAL (RM-1) ZONING DISTRICT TO A PLANNED DEVELOPMENT (PD) ZONING DISTRICT TO ALLOW FOR A PLANT NURSERY WITH RETAIL SALES; LAWN AND LANDSCAPING CARE AND MAINTENANCE; AND ACCESSORY USES INCLUDING A HORTICULTURAL EDUCATIONAL CENTER AND THE BOARDING OF SMALL ANIMALS FOR EDUCATIONAL PURPOSES; AND PROVIDING FOR SEVERABILITY

RE: PD17-03: Entrenos, Inc.

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and state law regarding zoning regulations and zoning map, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that zoning changes should be made as set out herein;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic Zoning Ordinance for the City adopted on January 4, 2000, and the zoning map be and the same are hereby amended as follows:

4044 South Bryant Boulevard; generally located approximately 400 feet northeast of the intersection of South Bryant Boulevard and Cox Lane; more specifically being Tract 2 and a portion of a private road in La Abra Subdivision, Section One, and being

Tracts 3-7 and a portion of a private road in La Abra Subdivision, Section Two, comprising a total of 6.774 acres, zoned General Commercial (CG) Zoning District and Low Rise Multifamily Residential (RM-1) Zoning District, shall henceforth be permanently zoned as follows: Planned Development (PD17-03) Zoning District to allow for a Plant Nursery with Retail Sales; Lawn and Landscaping Care and Maintenance; and accessory uses including a horticultural educational center and the boarding of small animals for educational purposes.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4: The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

SECTION 7: Except as otherwise specified or limited in this Ordinance, the use and development of the subject property shall generally conform to the **General Commercial (CG) Zoning District**.

SECTION 8: Overall site use shall be in accordance with the **Concept Plan** shown in **Exhibit A** of this Ordinance. Major changes to the usage of this property shall be approved through an amendment to this Planned Development District with approval from the Planning Commission and City Council. Minor deviations may be approved by the Planning Director, provided no changes to the Zoning Ordinance are required.

SECTION 9: The applicant shall complete gaps in existing landscape screening from adjacent residential uses along the south side yard property line, with drought-resistant shade trees, landscape berm, or other natural vegetation, a minimum of 6-feet in height at time of planting. The landscape screening shall be maintained in perpetuity. No screening is required beyond the existing green fence along the north property line, nor the east property line abutting the river.

SECTION 10: Notwithstanding the CG Zoning District standards, unlimited outdoor storage and display of merchandise related to the permitted uses on the property shall be allowed.

SECTION 11: Parking shall be provided per Section 511.B of the Zoning Ordinance for each use proposed. All vehicles stored or displayed on the subject property of this Special Use shall be fully operable. The use of this property as a storage yard for scrap material, including scrap vehicles, shall be prohibited.

SECTION 12: The applicant shall provide concrete sidewalks and/or decomposed granite within the internal pedestrian walking areas on the property.

SECTION 13: Hours of operation shall be limited between 7:00 a.m. and 10:00 p.m.

SECTION 14: No loud speakers, paging systems, or other auditory devices, with the exception of security alarms, shall be permitted on the premises.

SECTION 15: All new site lighting on the premises shall be shielded, downward emitting and configured in such a manner as to satisfactorily minimize or eliminate light trespass onto adjacent residential uses or lands. All illuminated signage on the premises shall be turned off between the hours of 10:00pm and 7:00am the following day.

SECTION 16: Prior to any future development and/or building permits being issued on the property, the applicant shall submit a final site plan to the Planning Director and City Fire Marshall for their review and approval.

INTRODUCED on the **18th day of July, 2017,** and finally PASSED, APPROVED AND ADOPTED on this the **1st day of August, 2017.**

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

ATTEST:

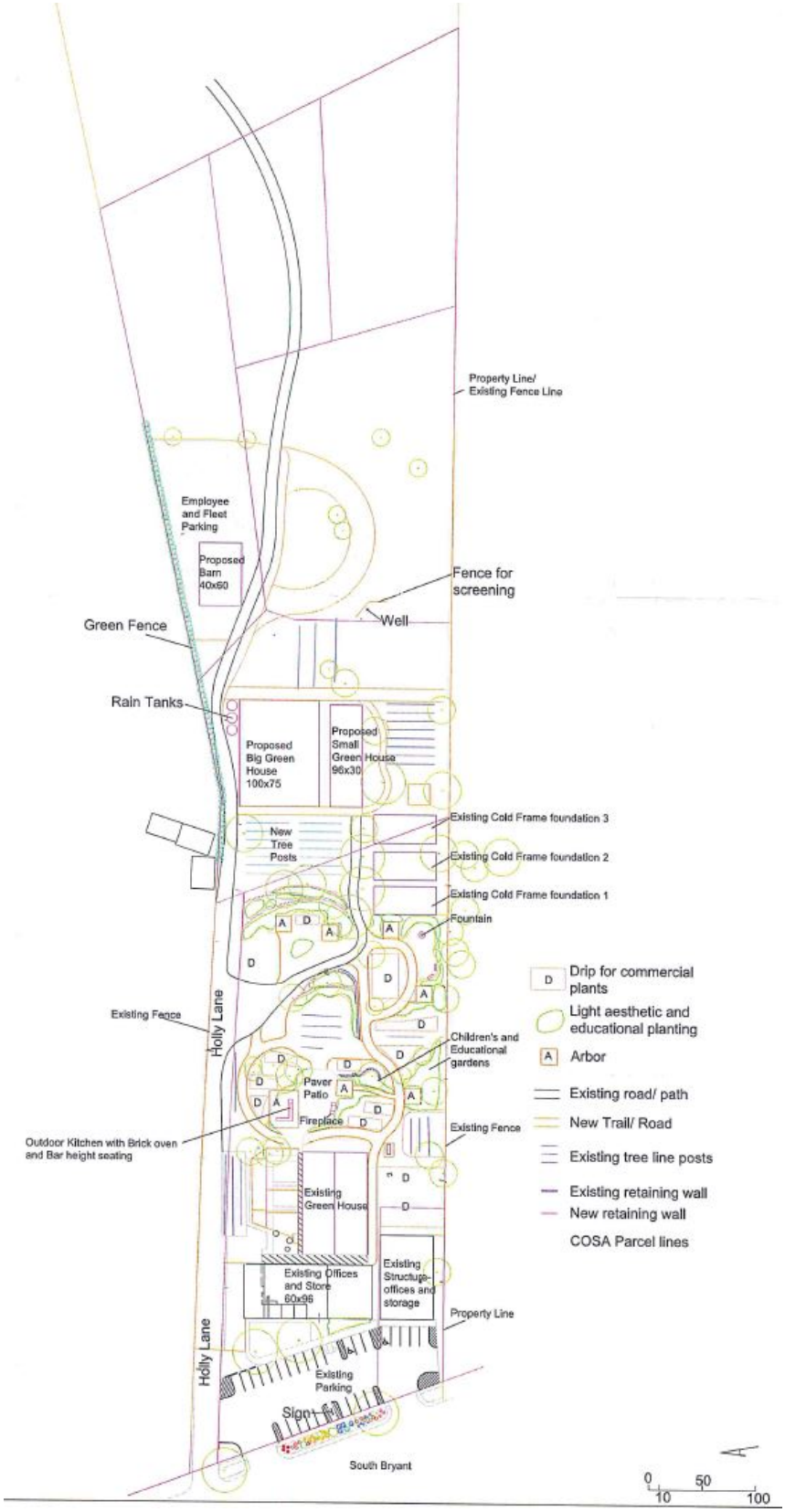
_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

EXHIBIT "A"

Concept Plan



AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE PLAN MAP DESIGNATION OF CERTAIN LANDS, BEING UNADDRESSED TRACTS; GENERALLY LOCATED APPROXIMATELY 1,200 FEET NORTHEAST OF THE INTERSECTION OF SOUTH BRYANT BOULEVARD AND COX LANE; MORE SPECIFICALLY BEING 0.1 ACRE IN TRACT 3, ALL OF TRACTS 4-7, AND A PORTION OF A PRIVATE ROAD IN LA ABRA SUBDIVISION, SECTION TWO COMPRISING A TOTAL OF 3.311 ACRES, FROM THE "NEIGHBORHOOD" FUTURE LAND USE CATEGORY TO THE "COMMERCIAL" FUTURE LAND USE CATEGORY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council for the City of San Angelo, Texas, in accordance with the City Charter and Chapter 213 of the Texas Local Government Code, has adopted a Comprehensive Plan to guide the long-range development of the City, manage the future growth of the City and promote the health, safety and welfare of its citizens; and

WHEREAS, the Comprehensive Plan includes a Future Land Use Map to serve as a geographical representation of anticipated land use patterns and long range development for the City; and

WHEREAS, inconsistencies have developed between current long standing land use and development patterns and development envisioned by the Future Land Use Map, which inconsistencies call for compatible revisions to the Future Land Use Map; and

WHEREAS, the Planning Commission and the City Council for the City of San Angelo, in compliance with the City Charter and Chapter 213 of the Texas Local Government Code regarding adoption and amendment of the City's Comprehensive Plan, having given requisite notice of public hearing by publication and otherwise, and having afforded a full and fair hearing to all property owners and persons interested, including persons situated in the vicinity of the affected area, being of the opinion that revision of the Comprehensive Plan and Future Land Use Map changes should be made as set out herein;

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

SECTION 1: The Future Land Use Plan Map, a component of the adopted Comprehensive Plan for the City of San Angelo be and the same is hereby amended to change the Future Land Use designation of the following described parcels from "Neighborhood" to "Commercial:"

Unaddressed tracts; generally located approximately 1,200 feet northeast of the intersection of South Bryant Boulevard and Cox Lane; more specifically being 0.1 acre in Tract 3, all of Tracts 4-7, and a portion of a private road in La Abra Subdivision, Section Two comprising a total of 3.311 acres.

SECTION 2: The Director of the Planning and Development Services Department is hereby authorized and directed to amend the Future Land Use Planning Map maintained in the Office of the Director to incorporate the foregoing amendment.

SECTION 3: The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 4: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **18th day of July, 2017,** and finally PASSED, APPROVED AND ADOPTED on this, the **1st day of August, 2017.**

THE CITY OF SAN ANGELO

_____
Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

Cases Z17-08-A and Z17-08-B: Brewer / City of San Angelo

First reading and public hearing of an ordinance for a rezoning from the Light Manufacturing (ML) Zoning District to the Single-Family Residential (RS-1) Zoning District, generally located at the northwest corner of Baker Street and Rust Street, on approximately 5.08 acres - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

This is an application to rezone a 5.08-acre residential area from the Light Manufacturing (ML) Zoning District to the Single-Family Residential (RS-1) Zoning District. The rezoning of one lot was originally initiated by the applicant, the City is requesting a rezoning for the rest of the area to match and conform to the Comprehensive Plan and existing uses in the area.

Financial Impact:

N/A

Other Information/Recommendation:

These requests were considered by the Planning Commission at their regular meeting on June 19, 2017, where they recommended APPROVAL unanimously.

Attachments:

1. Staff Report — Staff Report Z17-08 Brewer & COSA_City Council.pdf
2. Draft Ordinance — PL_Z17-08_ORD.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

CITY COUNCIL – July 18 and August 1, 2017
STAFF REPORT

APPLICATION TYPE:	CASE:
Rezoning	Z17-08-A: Brewer / Z17-08-B: COSA

SYNOPSIS:

This is an application to rezone a 5.08-acre residential area from the Light Manufacturing (ML) Zoning District to the Single-Family Residential (RS-1) Zoning District. The rezoning of one lot was originally initiated by the applicant, the City is requesting a rezoning for the rest of the area to match and conform to the Comprehensive Plan.

LOCATION:	LEGAL DESCRIPTION:
321-427 Rust Street, 428-410 Baker Street, and Lots 1-4 & Lots 19-20, Block 63, out of the Fort Concho Addition	Lots 1-20, Block 63, of the Fort Concho Addition

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
SMD #3 – Harry Thomas Fort Concho Neighborhood	ML - Light Manufacturing	Neighborhood	5.08 acres

THOROUGHFARE PLAN:

Baker Street – Local Street, Required 50' min. ROW, 36' min. pavement with sidewalk, or 40' without sidewalk. Actual 100' min. ROW, 56' pavement with no sidewalk.

Rust Street – Local Street, Required 50' min. ROW, 36' min. pavement with sidewalk, or 40' without sidewalk. Actual 80' min. ROW, 46' pavement with no sidewalk.

NOTIFICATIONS:

37 notifications were mailed within a 200-foot radius on June 7, 2017.
Zero responses have been received in support and one in opposition.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed Rezoning from the Light Manufacturing (ML) Zoning District to the Single Family Residential (RS-1) Zoning District.

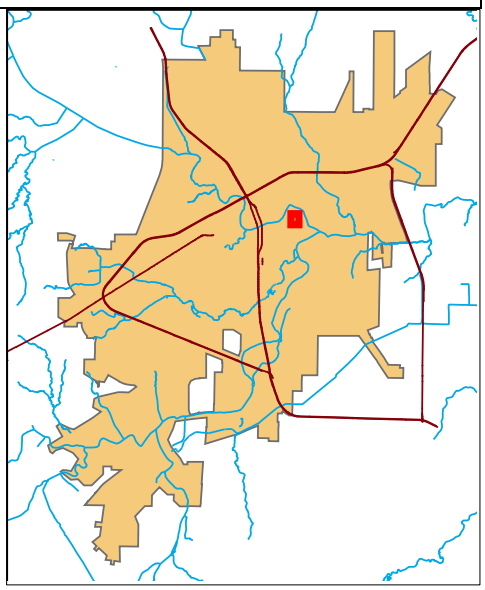
PROPERTY OWNER/PETITIONER:

Property Owner(s):
Terry Shaner

Agent:
Robby Brewer, Builder

STAFF CONTACT:

Kristina Heredia
Staff Planner
(325) 657-4210, Extension 1546
kristina.heredia@cosatx.us



Rezonings: Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request:

1. **Compatible with Plans and Policies.** ***Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*** The Comprehensive Plan shows this area as being designated to grow as a neighborhood, and current development patterns reflect this. Changing the zoning from ML to RS-1 strengthens the Future Land Use (FLU) designation of Neighborhood.

2. **Consistent with Zoning Ordinance.** ***Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*** This neighborhood appears to have been zoned as Light Manufacturing given its proximity to the rail line and other heavier commercial uses. When the FLU of Neighborhood was placed on the properties, it reflected the actual residential trend of development on the majority of the properties. The rezoning to RS-1 is not only consistent with all plans and policies but it is also beneficial to the property owners. Changing the zoning to reflect current land use trends will prevent manufacturing businesses from developing in the lots adjacent to residential homes.

3. **Compatible with Surrounding Area.** ***Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*** As indicated above, the property is located within a neighborhood that has clearly developed as residential. To keep the zoning as ML would appear to be detrimental to the continued residential enjoyment of the area. Furthermore, all the roads in the area are classified as Local Streets in the Master Thoroughfare Plan and there is no intention of widening the roads or changing their classification to address heavier commercial traffic in the near future.

4. **Changed Conditions.** ***Whether and the extent to which there are changed conditions that require an amendment.*** The development conditions are consistent with traditional single-family residential zoning districts. When the ML zoning was placed on the properties, this reflected a belief that the area would develop as industrial. However, this has not occurred and single-family homes became the norm. Leaving the area zoned as Light Manufacturing could result in changes to the makeup of the community that would lead to incompatible land uses.

5. **Effect on Natural Environment.** ***Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*** There are no anticipated negative effects on the natural environment from this action. In fact, an argument can be made that residential development would have less of a negative impact on the environment than industrial development.

6. **Community Need.** ***Whether and the extent to which the proposed amendment addresses a demonstrated community need.*** The community need in the area is for the neighborhood to be rezoned to RS-1. When property owners try to refinance their mortgage or sell their homes, they are faced with additional difficulties due to their legal non-conforming status. A rezoning allows the current property owners to conduct their personal business unimpeded.

7. **Development Patterns.** ***Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*** The existing development pattern in the area, along with the Future Land Use designation, does not justify keeping the zoning district as ML. Quite the opposite, this entire block has developed as single-family residential, and it was the applicant's desire to build an additional house in the area that started this process to recognize the inconsistency of the current zoning and amend it to allow current residential development patterns to continue.

Planning Commission Recommendation:

On June 19, 2017, the Planning Commission recommended **APPROVAL** of a Rezoning from the Light Manufacturing (ML) Zoning District to the **Single Family Residential (RS-1) Zoning District**.

The following is the complete excerpt of the minutes from the June 19, 2017, meeting for this case:

Kristina Heredia, Planner, outlined the proposed request for a Rezoning from the Light Manufacturing (ML) Zoning District to the Single-Family Residential (RS-1) Zoning District on the subject properties. She explained that the purpose of the request was to change the zoning to match what the existing use of the properties was. The subject area was decidedly residential, yet was zoned Light Manufacturing due to the proximity to the railroad. She recommended approval of the Rezoning. With no questions for Ms. Heredia, Chairperson Priess opened the floor for public comment.

Homeowner Kenneth Hamblin spoke in favor of the Rezoning.

Homeowner Charles Millspaugh spoke in opposition of the request. He indicated that he was against the Rezoning because he and his wife had a home occupation in their residence and that they also had an illuminated sign. He did not want to lose his right to the home occupation or the illuminated sign due to the Rezoning. He requested that the Rezoning be applicable to all of the properties except his own. He was reassured by Planning Director Jon James that his home occupation would be grandfathered in.

Homeowner Steve Schlittler spoke in favor of the Rezoning.

Homeowner Robert Dillard spoke in opposition of the Rezoning because of the proximity of the railroad and the potential for commercial development.

Commissioner Smith made a Motion to recommend APPROVAL of the Rezoning request as presented for all properties, and Commissioner Stribling seconded the Motion with Commissioner Spano also voting in favor, and Commissioners Priess, Jackson, Farmer and Crisp voting against. The Motion failed, 3-4.

Commissioner Farmer made a Motion to recommend APPROVAL of the Rezoning request for all properties except the one lot belonging to Mr. Millspaugh, and Commissioner Jackson seconded the Motion with Commissioners Priess and Crisp also voting in favor, and Commissioners Stribling, Smith and Spano voting against. The Motion passed, 4-3.

Commissioner Priess asked the Commission if they wished to re-open the case in order to reconsider their previous actions.

Commissioner Farmer made a Motion to reconsider the previous motion, and Commissioner Crisp seconded the Motion with all Commissioners voting in favor. The Motion passed 7-0.

Chairperson Priess re-opened the public hearing and after additional discussion and explanation that if Mr. Millspaugh were to replace his sign, he would only need a variance, but if his home were to be destroyed it could not be rebuilt under ML zoning, as it was a Legal Nonconforming Use.

Commissioner Farmer made a Motion to recommend APPROVAL of the Rezoning request for all the recommended properties, and Commissioner Crisp seconded the Motion. The Motion passed unanimously, 7-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** a Rezoning from the Light Manufacturing (ML) Zoning District to the Single Family Residential (RS-1) Zoning District.

Zone Change Request

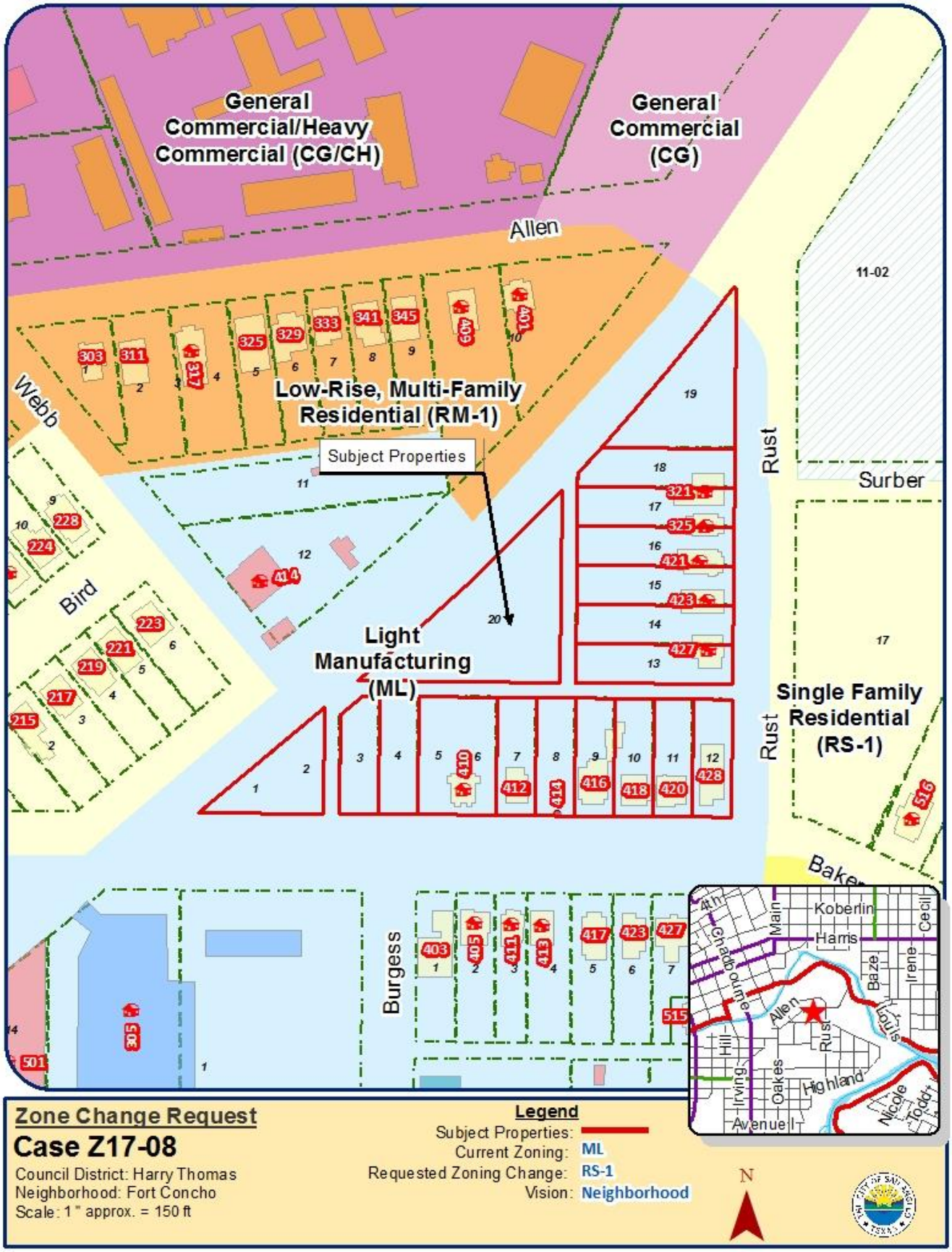
Case Z17-08

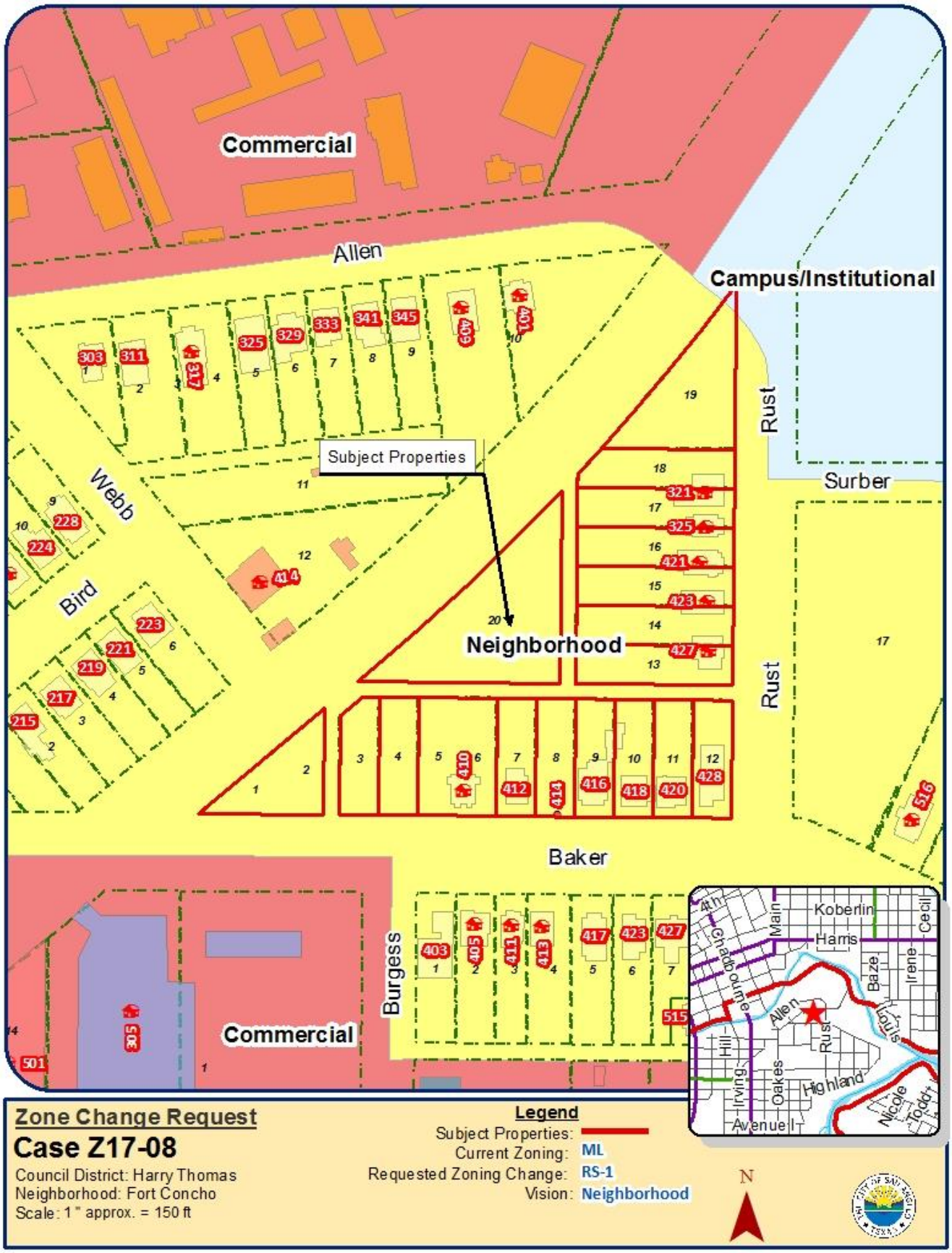
Council District: Harry Thomas
Neighborhood: Fort Concho
Scale: 1 " approx. = 150 ft

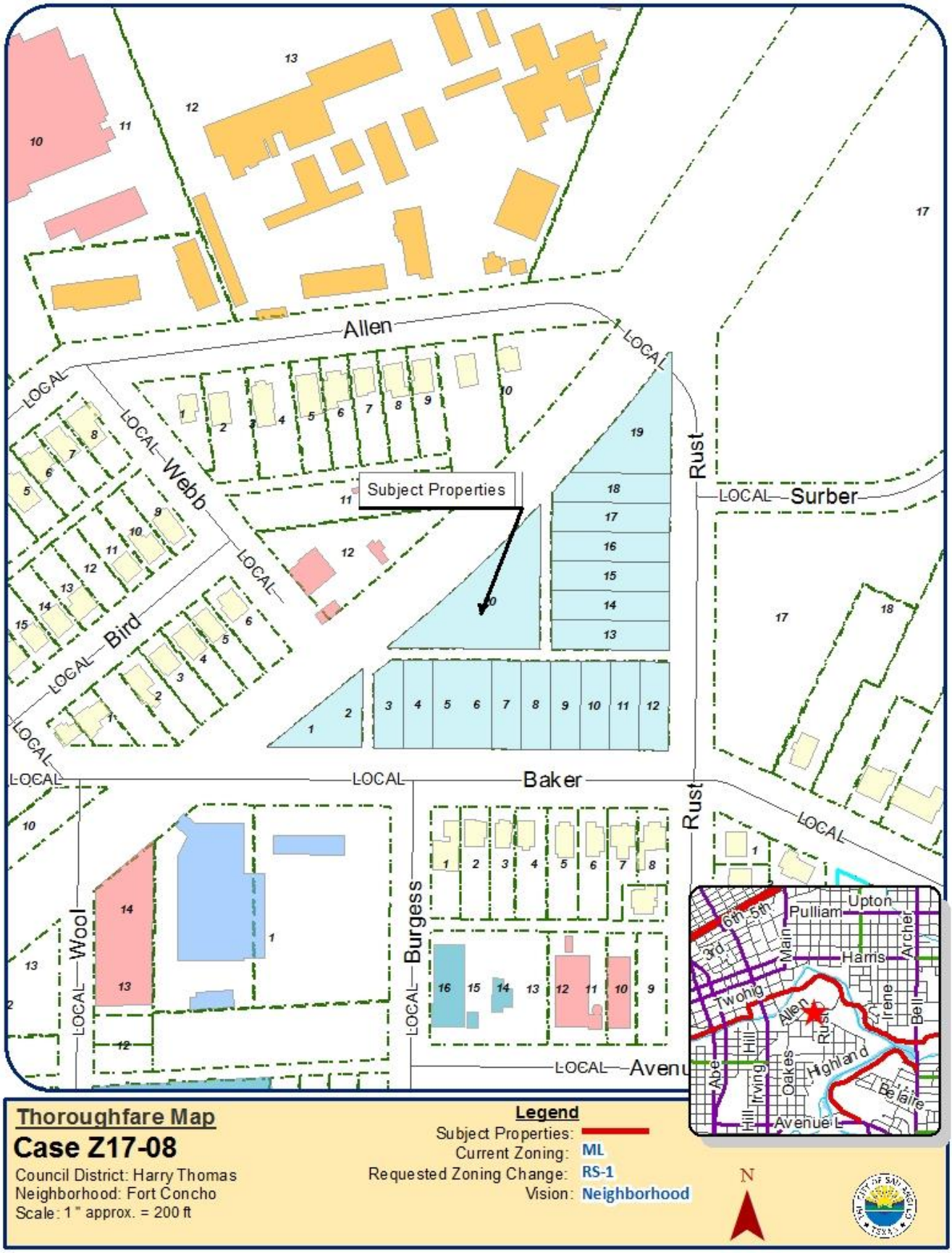
Legend

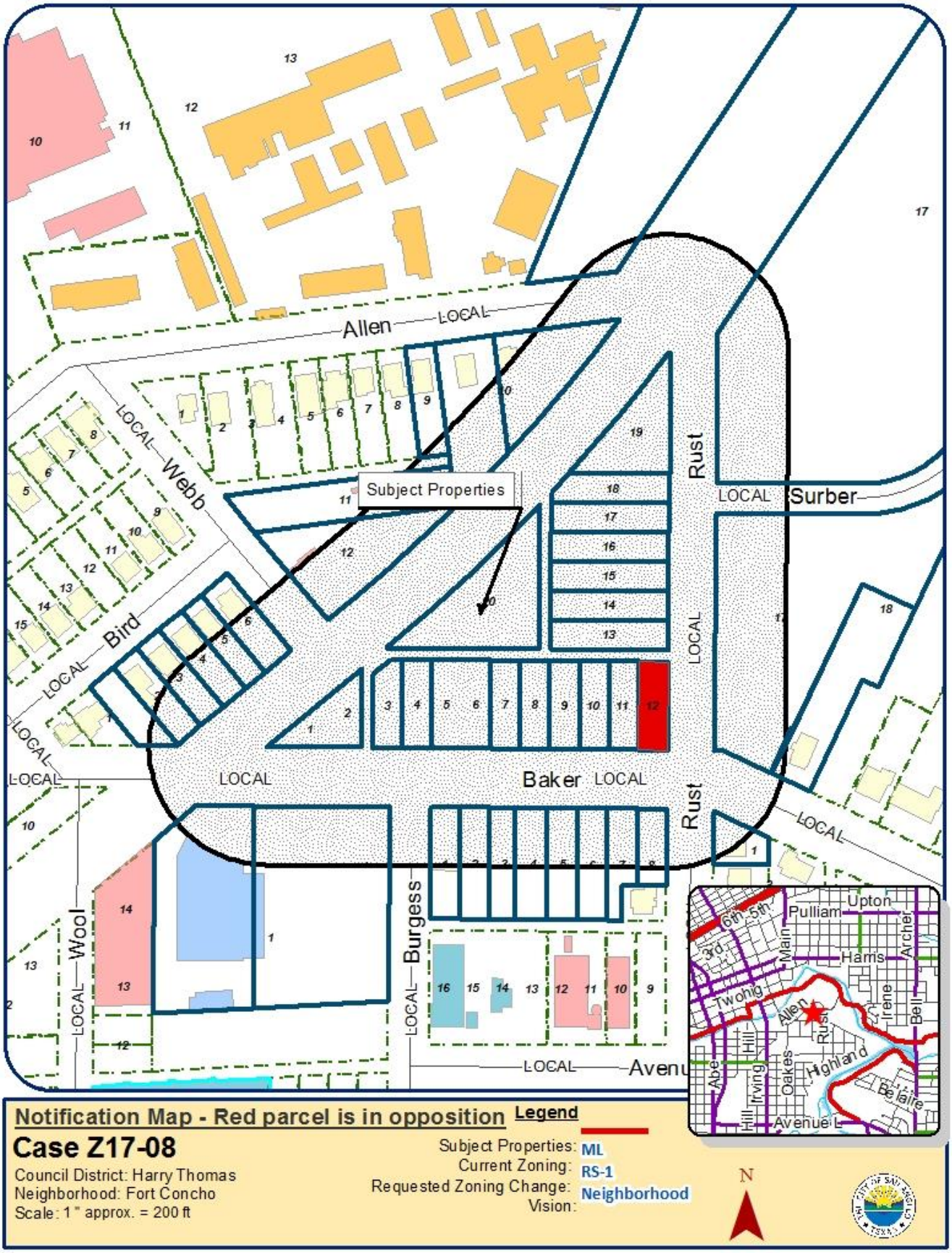
Subject Properties:
Current Zoning: ML
Requested Zoning Change: RS-1
Vision: Neighborhood

N


General Commercial/Heavy Commercial (CG/CH)
General Commercial (CG)
Allen
11-02
Low-Rise, Multi-Family Residential (RM-1)
Subject Properties
Webb
Bird
Rust
Surber
Light Manufacturing (ML)
Single Family Residential (RS-1)
Rust
Baker
Burgess
Koberlin
Harris
Main
Cecil
Baze
Irene
Allen
Highland
Avenue I
Zone Change Request
Case Z17-08
Council District: Harry Thomas
Neighborhood: Fort Concho
Scale: 1 " approx. = 150 ft
Legend
Subject Properties:
Current Zoning: ML
Requested Zoning Change: RS-1
Vision: Neighborhood
N


Commercial
Allen
Campus/Institutional
Rust
Surber
Subject Properties
Webb
Bird
Neighborhood
Rust
Baker
Burgess
Commercial
Zone Change Request
Case Z17-08
Council District: Harry Thomas
Neighborhood: Fort Concho
Scale: 1 " approx. = 150 ft
Legend
Subject Properties:
Current Zoning: ML
Requested Zoning Change: RS-1
Vision: Neighborhood
N


Allen
Webb
Bird
Rust
Surber
Baker
Wool
Burgess
Avenue
LOCAL
Subject Properties
Pulliam
Upton
Harris
Archer
Twohig
Irene
Bell
Highland
Oakes
Irving
Hill
Abe
Belaire
Avenue L
Main
6th
5th
3rd
N
Thoroughfare Map
Case Z17-08
Council District: Harry Thomas
Neighborhood: Fort Concho
Scale: 1 " approx. = 200 ft
Legend
Subject Properties:
Current Zoning: ML
Requested Zoning Change: RS-1
Vision: Neighborhood


Subject Properties
Allen
LOCAL
Webb
Bird
Rust
Surber
Baker
Wool
Burgess
Avenue
Pulliam
Upton
Harris
Archer
Main
Twohig
Irene
Bell
Highland
Oakes
Irving
Hill
Abe
Belaire
Avenue L
Legend
Notification Map - Red parcel is in opposition
Case Z17-08
Council District: Harry Thomas
Neighborhood: Fort Concho
Scale: 1 " approx. = 200 ft
Subject Properties:
Current Zoning: RS-1
Requested Zoning Change: ML
Vision: Neighborhood
N

Site Photos

Mon 6/12/2017 7:41 PM

Ruth Millspaugh <ruthmillspaugh@gmail.com>

Zoning verification letter.

To Heredia, Kristina

Kristina,

The equipment I have for my business is sewing machines, heat press, and irons. I make purses, aprons, children's clothing, special sewing projects and do alterations. I also do custom sewing for my clients.

I definitely oppose the rezoning of our property at 428 Baker Street.

Ruth's Creations.
--
Ruth Millspaugh

414 Baker Street

Homes on Baker Street-East

Homes on Baker Street-West

Homes across Baker Street

Homes on Rust Street

Homes on Rust Street

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **generally located at northwest corner of Baker Street and Rust Street, compromising a total of 5.08 acres,** FROM LIGHT MANUFACTURING (ML) ZONING DISTRICT TO SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on consideration of the application for zoning change from Light Manufacturing (ML) to Single Family Residential District (RS-1) Z17-08, Brewer/COSA; the Planning Commission and City Council having given notice of public hearing on the application as required under the Zoning Ordinance; City having published notice of public hearing in compliance with the Zoning Ordinance; City Council having afforded a full and fair public hearing on the application and having considered the amendment criteria applicable under the Zoning Ordinance; and, City Council being of the opinion that zoning changes should be made as set out herein;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic Zoning Ordinance for the City adopted on January 4, 2000, and the zoning map be and the same are hereby amended as follows:

The real property generally located at the northwest corner of Baker Street and Rust Street, within the corporate limits of the City of San Angel; more specifically being Lots 1-20, Block 63, of the Fort Concho Addition, San Angelo, Texas, compromising a total of 5.08 acres, Light Manufacturing (ML) Zoning District, shall henceforth be permanently zoned as follows: Single-Family Residential (RS-1) Zoning District.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **18th day of July, 2017,** and finally PASSED, APPROVED AND ADOPTED on this the **1st day of August, 2017.**

THE CITY OF SAN ANGELO

_____

Brenda Gunter, Mayor

ATTEST:

_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

First reading and public hearing for Case Z17-06, an ordinance approving a rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1), generally located at the northeast corner of South Irving Street and West Avenue R, on 0.172 acres - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

This rezoning request would allow for the construction of a new single-family dwelling on the southerly portion of Lots 15 and 16, currently vacant, and to legalize an existing single-family dwelling on the northerly portion of Lots 15 and 16 built in 1940. This will allow both lots to face South Irving Street, increasing the individual lot frontages from 50 feet to 75 feet and be able to comply with the required RS-1 setbacks. Approval of this request will allow future residential construction on both properties once an associated replat is approved and recorded.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their regular meeting on June 19, 2017, where they recommended APPROVAL unanimously.

Attachments:

1.	Staff Report	PL_Z17-06 report.pdf
2.	Drat Ordinance	PL_Z17-06 Ordinance.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

CITY COUNCIL – July 18 and August 1, 2017
STAFF REPORT

APPLICATION TYPE:	CASE:
Rezoning	Z17-06: Arteaga

SYNOPSIS:

The applicants have requested approval of a Rezoning from the Neighborhood Commercial (CN) Zoning District to Single-Family Residential (RS-1) on Lot 16 in Block 138 of the Fort Concho Addition. The applicants own Lot 15 which is already zoned Single-Family Residential (RS-1) and Lot 16 which has been zoned Neighborhood Commercial (CN) since at least 1987. This change would allow the applicants to construct a new single-family dwelling on the southerly portion of Lots 15 and 16, currently vacant, and to legalize an existing single-family dwelling on the northerly portion of Lots 15 and 16 built in 1940. As per Chapter 1.VI.B of the *Land Development and Subdivision Ordinance*, a replat is also required to reorient the lot lines which do not match the existing plat of record. This will allow both lots to face South Irving Street, increasing the individual lot frontages from 50 feet to 75 feet and be able to comply with the required RS-1 setbacks. The applicants submitted a request to SKG Engineering, LLC for preparation of the associated replat. No formal application has been filed with the Planning Division to date, however, approval of this request will allow future residential construction on both properties once an associated replat is approved and recorded.

LOCATION:	LEGAL DESCRIPTION:
2124 and 2128 South Irving Street, generally located at the northeast corner of South Irving Street and W. Avenue R.	Being 0.172 acres in the Fort Concho Addition, Block 138, Lot 16

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
SMD District #3 – Harry Thomas Rio Vista Neighborhood	CN – Neighborhood Commercial	Neighborhood	0.172 ac.

THOROUGHFARE PLAN:

South Irving Street – Urban Local Street
Required: 50' right-of-way, 40' pavement or 36' pavement with a 4-foot sidewalk
Provided: 80' right-of-way, 36' pavement and no sidewalk (pre-existing street exempt from these standards as already platted in accordance with standards at that time).

Montague Street – Urban Local Street
Required: 50' right-of-way, 40' pavement or 36' pavement with a 4-foot sidewalk
Provided: 66' right-of-way, 36' pavement and no sidewalk (pre-existing street exempt from these standards as already platted in accordance with standards at that time).

NOTIFICATIONS:

17 notifications mailed within 200-foot radius on June 8, 2017. Zero received in support or opposition.

STAFF RECOMMENDATION:

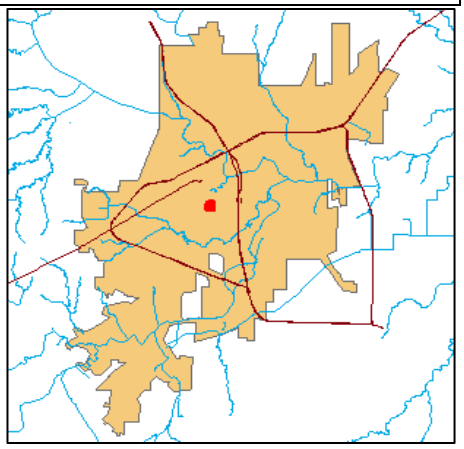
Staff recommends **APPROVAL** of the Rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District.

PROPERTY OWNER/PETITIONER:

Property Owner(s):
Nicolas and Jovita Arteaga

STAFF CONTACT:

Jeff Fisher,
Senior Planner
(325) 657-4210, Extension 1550
jeff.fisher@cosatx.us



Rezonings: Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request:

1. **Compatible with Plans and Policies.** ***Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*** The proposed rezoning to Single-Family Residential (RS-1) would be compatible with the City's Comprehensive Plan which designates the properties "Neighborhood." The applicable Neighborhood policies intend to "promote neighborhood diversity and security by encouraging a mix of age, income, and housing choices" and call to "eliminate uncomplimentary and incompatible zoning classifications from neighborhood plans." If approved, the proposed rezoning would eliminate the CN zoning on the westerly portion of the properties owned by the applicant, which currently restricts them from erecting a second home in this location. The properties are surrounded by low density residential housing on all four sides, and maintaining a CN zoning on a portion of the properties would be incompatible with the above policies which encourage a diversity of residential housing choices in this area.

2. **Consistent with Zoning Ordinance.** ***Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*** The proposed rezoning to RS-1 would allow the applicants to reorient their property lines to face South Irving Street in order to construct a second dwelling. The proposed replat would create two, 75-foot by 100-foot lots facing South Iriving Street, allowing sufficient space for a new dwelling to comply with the two 25-foot front yard setbacks (double frontage lot) on South Irving Street and West Avenue R. In addition, the lots would be exclusively zoned RS-1 which would allow future expansions onto the existing home at 2124 South Irving Street, the north lot, and 2128 South Irving Street, the south lot. The proposed configurations of 75 feet by 100 feet, and the existing configurations of 50 feet by 150 feet both comply with the minimum lot area of 5,000 square feet, minimum lot frontage of 50 feet, and minimum lot depth of 100 feet in the Zoning Ordinance for RS-1 lots.

3. **Compatible with Surrounding Area.** ***Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*** As indicated above, the property is surrounded by low density residential development. The residential lots to the west, south, and east, contain single-family residential homes and are appropriately zoned RS-1. The lot immediately north contains a duplex and is zoned RS-2, also appropriate for duplexes. Removing the CN designation from the westerly portion of the subject properties would be appropriate given the dominant low density residential character in this area.

4. **Changed Conditions.** ***Whether and the extent to which there are changed conditions that require an amendment.*** The CN zoning on the west portion of the applicant's properties is no long appropriate given this area has developed residentially for mainly single-family dwellings. When the City adopted its original Comprehensive Plan in 2003, it designated these properties "Low Density Residential" to reflect the existing character of this neighborhood. It maintained a residential designation "Neighborhood" in its 2009 Plan Update, on these properties, as well as the entire surrounding residential neighborhood which extends from the two lots immediately to the east of the properties over 1/3 mile west to Gunter Street near South Bryant Boulevard. Planning Staff believes based on the predominant residential character of this area, that a rezoning to RS-1 would be appropriate.

5. **Effect on Natural Environment.** ***Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*** Planning Staff does not anticipate any adverse impacts on the natural environment. Any future single-family dwelling on the southerly lot will require a building permit that which would include a review of grading, drainage, and stormwater runoff to further ensure there are no negative environmental impacts.

6. **Community Need.** ***Whether and the extent to which the proposed amendment addresses a demonstrated community need.*** Planning staff believes there is a need for a rezoning given the low density residential character of the surrounding area, the City Comprehensive Plan policies which support more residential development in this location, and the current dual zoning which limits development potential of either use. A rezoning to exclusively RS-1 would essentially provide a logical "clean up" of the properties, ensuring safe and orderly residential development on the southerly lot, and legalizing the existing dwelling on the north lot by removing the CN zoning from the properties.

7. **Development Patterns.** ***Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*** A rezoning to RS-1 would facilitate a replat of the properties to face South Irving Street ensuring a logical and orderly pattern of development, and providing sufficient space for a second dwelling in this location. The residential lots immediately to the west and south also face South Irving Street, and a rezoning on these properties would allow consistency and existing view corridors to be maintained.

Planning Commission Recommendation:

On June 19, 2017, the Planning Commission recommended **APPROVAL** of the Rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District on the subject property at Lot 16 in Block 138 of the Fort Concho Addition. The following is the complete excerpt of the minutes from the June 19, 2017, meeting for this case:

Jeff Fisher, Senior Planner, outlined the proposed request for a Rezoning on Lot 16 of the applicant's properties from Neighborhood Commercial (CN) to Single-Family Residential (RS-1) to facilitate construction of a future home on the south portion of the properties, and to legalize the existing home on the north portion. The properties are currently dual zoned with the west portion CN and the east portion RS-1. Mr. Fisher explained that Rezoning to RS-1 would allow the lots to be replatted and reoriented to face South Irving Street, allowing a second home to be built.

Chairperson Priess opened the meeting for public comment.

The property owner and applicant, Mr. Arteaga, spoke on his own behalf in support of the request. He explained that he owns several lots nearby and plans to build a home on the south portion of the property.

Commissioner Stribling made a Motion to recommend APPROVAL of the proposed Rezoning request on all of Lot 16 in Block 138 of the Fort Concho Addition, from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District as presented, and Commissioner Smith seconded the Motion. The Motion passed unanimously, 6-0.

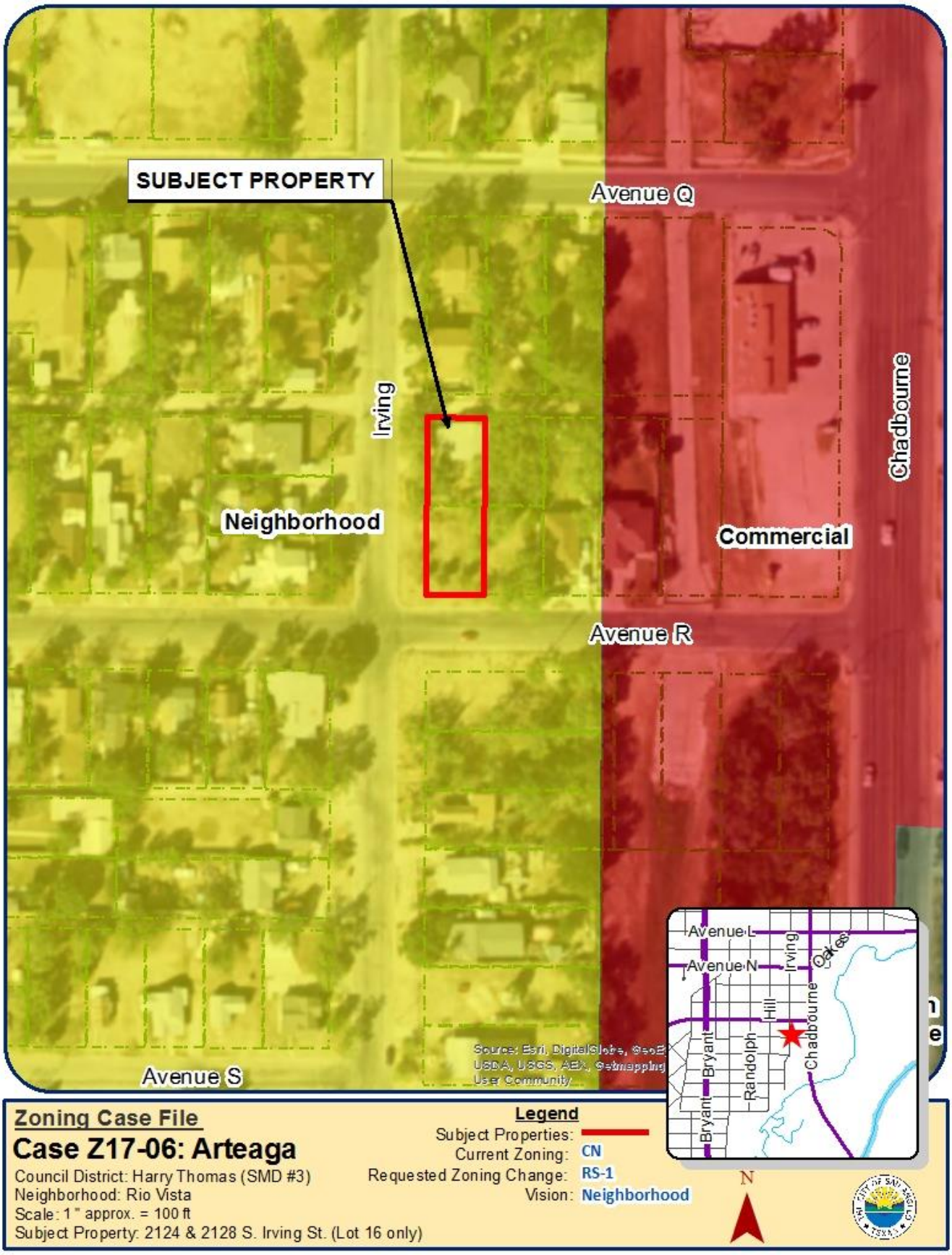
Recommendation:

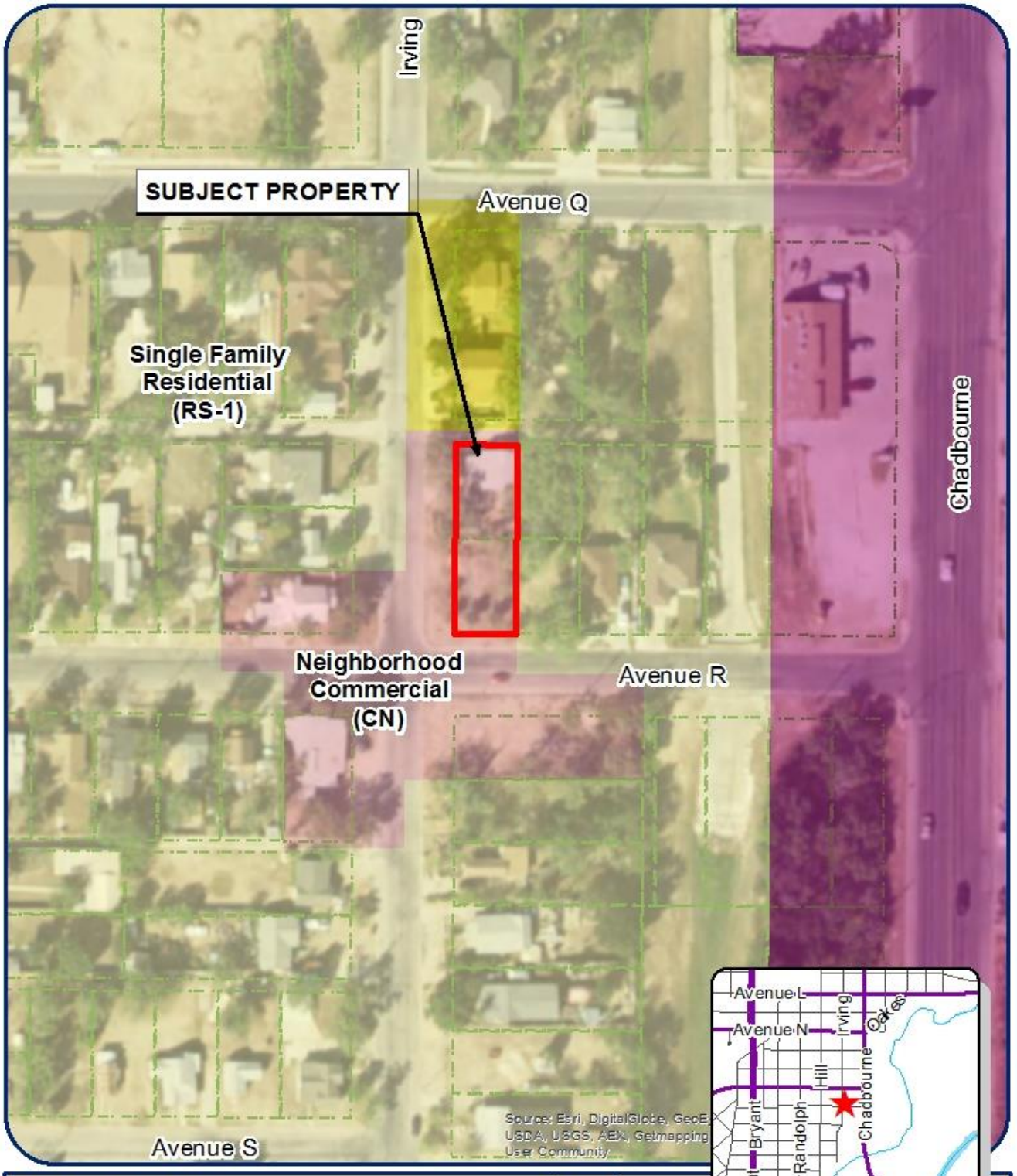
Staff's recommendation is for the City Council to **APPROVE** the proposed Rezoning from the Neighborhood Commercial (CN) Zoning District to the **Single-Family Residential (RS-1) Zoning District**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photographs
Application

SUBJECT PROPERTY
Avenue Q
Irving
Chadbourne
Avenue R
Avenue S
Avenue L
Avenue N
Irving
Oakes
Hill
Bryant
Randolph
Bryant
Chadbourne
Source: Esri, DigitalGlobe, GeoEye, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
Zoning Case File
Case Z17-06: Arteaga
Council District: Harry Thomas (SMD #3)
Neighborhood: Rio Vista
Scale: 1 " approx. = 100 ft
Subject Property: 2124 & 2128 S. Irving St. (Lot 16 only)
Legend
Subject Properties:
Current Zoning: CN
Requested Zoning Change: RS-1
Vision: Neighborhood
N


SUBJECT PROPERTY
Avenue Q
Irving
Chadbourne
Neighborhood
Commercial
Avenue R
Avenue S
Avenue L
Avenue N
Irving
Oates
Hill
Chadbourne
Bryant
Randolph
Bryant
Source: Esri, DigitalGlobe, GeoEye, USDA, USGS, AEX, Getmapping, User Community
Zoning Case File
Case Z17-06: Arteaga
Council District: Harry Thomas (SMD #3)
Neighborhood: Rio Vista
Scale: 1 " approx. = 100 ft
Subject Property: 2124 & 2128 S. Irving St. (Lot 16 only)
Legend
Subject Properties:
Current Zoning: CN
Requested Zoning Change: RS-1
Vision: Neighborhood
N



Zoning Case File

Case Z17-06: Arteaga

Council District: Harry Thomas (SMD #3)
Neighborhood: Rio Vista
Scale: 1 " approx. = 100 ft
Subject Property: 2124 & 2128 S. Irving St. (Lot 16 only)

Legend

Subject Properties:
Current Zoning: CN
Requested Zoning Change: RS-1
Vision: Neighborhood

N

Photos of Site and Surrounding Area

WEST

EAST

NORTH

SOUTH

EAST AT 2124 S. IRVING (EXISTING HOME)

EAST AT 2128 S. IRVING (VACANT)

Effective January 3, 2017

City of San Angelo, Texas – Planning Division
52 West College Avenue

Application for Approval of a Zone Change

Section 1: Basic Information

Name of Applicant(s): Nicolas Arteaga Nicolas Arteaga Javita Arteaga

☒ Owner ☐ Representative (Notarized Affidavit Required)

2101 So. Irving st San Angelo TX Texas 76903
Mailing Address City State Zip Code

655 2948
Contact Phone Number Contact E-mail Address

2124/2128 South Irving San Angelo Texas 76905
Subject Property Address City State Zip Code

Fort Concho Addition Block 135 Lot 15, 16
Legal Description (*can be found on property tax statement or at www.tomgreencad.com*)

Existing Zoning: C N.R.S.1 Proposed Zoning: RS1 Lot size: 0.1344 AC

(Zoning Map available on City Maps)

Section 2: Site Specific Details

Existing Use of Property: Residential

*Proposed Use of Property: Residenial

*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;

☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.

☒ If approved, a zone change is applied to the property, not the property owner.

☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.

☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.

☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.

☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.

☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable $35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Effective January 3, 2017

Section 3 continued : Applicant(s) Acknowledgement

☑ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

Nicolas Arteaga [signature] 5-4-17
Owner Name (Print) Signature Company/Organization (If Applicable) Date

Janita T. Arteaga [signature] 5-4-17
Representative Name (Print) Signature Company/Organization Date
OWNER

FOR OFFICE USE ONLY:

☑ Verified Complete ☐ Verified Incomplete Date of Application: 5 / 4 / 17

Case No.: Z 17 - 06 Fully-dimensioned site plan: ☐ N/A

Nonrefundable fee: $ 537.50 Receipt #: _____ Date paid: 5 / 4 / 17

Sign Deposit $37.50 Receipt #: _____ Date paid: 5 / 4 / 17

Affidavit attached? ☐ Yes ☐ No ☑ N/A Applicant's signature on information sheet? ☐ Yes ☐ No

Previous Zone Change Inquiry? ☐ Yes ☑ No If yes, ZCI case no.: _____-_____

River Corridor Commission? ☐ Yes ☑ No If yes, RCC meeting date: ____/____/____

Planning Commission hearing date: 6 / 19 / 17 Date notifications due: ____/____/____

City Council hearing date: 7 / 18 / 17 Packets due date: ____/____/____

Publication date: ____/____/____

Reviewed/Accepted by: J. Fisher Date: 5 / 4 / 17

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **generally located at the northeast corner of South Irving Street and West Avenue R, being 0.172 acres in the Fort Concho Addition, Block 138, Lot 16,** FROM NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICT TO THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

RE: Z17-06: Arteaga

WHEREAS, on consideration of the application for zoning change from Neighborhood Commercial (CN) to Single-Family Residential (RS-1), Z17-06, (Arteaga); the Planning Commission and City Council having given notice of public hearing on the application as required under the Zoning Ordinance; City having published notice of public hearing in compliance with the Zoning Ordinance; City Council having afforded a full and fair public hearing on the application and having considered the amendment criteria applicable under the Zoning Ordinance; and, City Council being of the opinion that zoning changes should be made as set out herein;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic Zoning Ordinance for the City adopted on January 4, 2000, and the zoning map be and the same are hereby amended as follows:

The real property generally located at northeast corner of South Irving Street and West Avenue R, within the corporate limits of the City of San Angelo, more specifically 0.172 acres in the Fort Concho Addition, Block 138, Lot 16, Tom Green County, Texas, shall henceforth be permanently zoned as follows: Single-Family Residential (RS-1) Zoning District.

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct zoning district maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 4. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 5 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 6: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **18th day of July, 2017,** and finally PASSED, APPROVED AND ADOPTED on this the **1st day of August, 2017.**

THE CITY OF SAN ANGELO

_____

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

_____
Bryan Kendrick, City Clerk

_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

First reading and public hearing for Case SU17-03, an ordinance approving a Special Use to allow for an Auto and Boat Dealer as defined in Section 315.B. of the Zoning Ordinance, in the Neighborhood Commercial (CN) Zoning District, generally located east of South Bryant Boulevard, between West Avenue Y and West Avenue Z, on 0.757 acres - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The applicant has requested a Special Use to allow a new automotive dealership on the subject properties zoned Neighborhood Commercial (CN). If approved, the Special Use would allow the applicant to sell automobiles, as well as recreational vehicles (RVs) and small trailers. The applicant has submitted a site plan that shows a future retail office building, as well as parking spaces for the office and vehicles for sale. The site plan also delineates future landscaping, a sidewalk along West Avenue Y, and privacy fencing. The applicant does not have plans for development on the southerly three lots, which have been reserved for future development.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their regular meeting on June 19, 2017, where they recommended APPROVAL unanimously.

Attachments:

1.	Staff Report	PL_SU17-03 report.pdf
2.	Drat Ordinance	PL_SU17-03 Ordinance.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

CITY COUNCIL – July 18 and August 1, 2017
STAFF REPORT

APPLICATION TYPE:	CASE:
Special Use	SU17-03: Jacobs

SYNOPSIS:

The applicant has requested a Special Use to allow a new automotive dealership on the subject properties zoned Neighborhood Commercial (CN). If approved, the Special Use would allow the applicant to sell automobiles, as well as recreational vehicles (RVs) and small trailers. The applicant has submitted a site plan that shows a future retail office building, as well as parking spaces for the office and vehicles for sale. The site plan also delineates future landscaping, a sidewalk along West Avenue Y, and privacy fencing. The applicant does not have plans for development on the southerly three lots, which have been reserved for future development. Although the properties are adjacent to South Bryant Boulevard to the west, a major arterial road, there are residentially-zoned lots to the north, a residential dwelling immediately north, and several residential dwellings to the southeast. Careful consideration of the surrounding area has been examined in Staff's analysis below.

LOCATION:	LEGAL DESCRIPTION:
413, 417, and 421 West Avenue Y; generally located east of South Bryant Boulevard, between West Avenue Y and West Avenue Z	Being part of Lots 5, 6, 7 and 22, and all of Lots 23, 24, and 25 in Block 3 of the Monterrey Addition, comprising a total of 0.757 acres

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
SMD District #3 – Harry Thomas Rio Vista Neighborhood	CN – Neighborhood Commercial	C – Neighborhood Center	0.757 acres

THOROUGHFARE PLAN:

South Bryant Boulevard (TXDOT) – Urban Arterial Street
Required: 80' right-of-way, 64' pavement
Provided: 150' right-of-way, 115' pavement

West Avenue Y – Urban Local Street
Required: 50' right-of-way, 40' pavement or 36' pavement
Provided: 30' right-of-way, 26' pavement (lots already platted, complied with standards at that time)

NOTIFICATIONS:

22 notifications mailed within 200-foot radius on June 8, 2017. One received in support, zero in opposition.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the Special Use to allow an Auto and Boat Dealer as defined in Section 315.B. of the Zoning Ordinance, in the Neighborhood Commercial (CN) Zoning District, on the subject properties, **subject to 12 Conditions of Approval**.

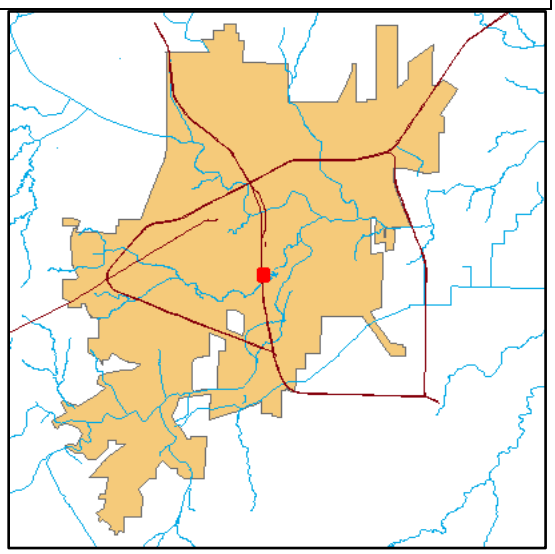
PROPERTY OWNER/PETITIONER:

Property Owner and Agent:
Frontier Real Estate Investments
(Mr. Max Jacobs)

Applicant:
Mr. Cole Ingram

STAFF CONTACT:

Jeff Fisher,
Senior Planner
(325) 657-4210, Extension 1550
jeff.fisher@cosatx.us



Special Uses: Section 209(H) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Special Use request:

1. **Impacts Minimized.** ***Whether and the extent to which the site plan minimizes adverse effects, including adverse visual impacts, on adjacent properties.*** The applicant's site plan will minimize adverse effects on adjacent properties through the provision of additional shade trees, landscaping, and xeriscaping along the north portion of the property. Staff will seek additional conditions, however, to mitigate potential impacts on the residential lots to the north and southeast, including prohibiting outdoor speakers, requiring any repair or maintenance to be conducted inside an enclosed building, restricting any light spillover onto adjacent properties, and limiting outdoor storage to the sale and display of vehicles and trailers. These conditions are generally consistent with previous Special Use approvals for auto and boat dealers, including the Auto Wrangler property at 1801 North Bryant Boulevard (SU15-01).

2. **Consistent with Zoning Ordinance.** ***Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*** The subject properties function as one contiguous lot and therefore will comply with the minimum required lot area of 6,000 square feet, the minimum lot width of 50 feet, and the minimum lot depth of 80 feet for a CN zone. The site plan delineates the proposed building maintaining a 25-foot front yard setback from West Avenue Y as required. The proposed 600-square foot sales office has parking for three vehicles as required, and there is ample parking on the properties for vehicle for sale as well. A privacy fence will be required along the south side of Lot 25, adjacent to a residential zoning district and use, as required.

3. **Compatible with Surrounding Area.** ***Whether and the extent to which the proposed amendment is compatible with existing and anticipated uses surrounding the subject land.*** Although located adjacent to South Bryant Boulevard, the City's Comprehensive Plan designates this property "Neighborhood Center" and the associated CN zoning does not allow an auto and boat dealer by right. These uses can typically generate high volumes of commercial and truck traffic, as well as noise and odors from any ancillary repair and maintenance. Staff believes, however, that the proposed development will be compatible with the surrounding land uses if certain conditions of approval are imposed. As indicated above, these conditions will include screening, buffering, limited outdoor storage except for display vehicles, and requiring repair and maintenance to be conducted inside a building.

4. **Traffic Circulation.** ***Whether and the extent to which the proposed special use is likely to result in extraordinarily prolonged or recurrent congestion of surrounding streets, especially minor residential streets.*** Planning staff does not anticipate heavy traffic volumes onto local streets, given that the property is adjacent to South Bryant Boulevard, a major commercial thoroughfare. It is anticipated that most vehicles would access the site by first travelling northbound onto South Bryant Boulevard and turn and enter from West Avenue Y. This will provide vehicles with a direct path onto the property without encroaching into the adjacent streets. As an additional condition of approval, Staff recommends that no direct access be provided from South Bryant Boulevard to the property, mitigating the danger of vehicles having to slow down on Bryant Boulevard when turning onto West Avenue Y. Finally, pedestrian safety will be enhanced with the proposed construction of a sidewalk along the West Avenue Y frontage. This sidewalk will connect to the existing sidewalk along South Bryant Boulevard, providing a continuous pedestrian path between the property and the overhead pedestrian bridge that extends to the west side of Bryant Boulevard.

5. **Effect on Natural Environment.** ***Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*** Planning Staff believes that any potential environmental impacts from future development can be addressed through the building permit process, which would include a review of grading, drainage, and stormwater runoff. As a condition of approval, the applicant will be required to install landscaping and additional shade trees on the property which will enhance the natural environment and beautify the site.

6. **Community Need.** ***Whether and the extent to which the proposed amendment addresses a demonstrated community need.*** The applicant believes there is a community need because there are no auto dealerships in the immediate area. While Staff believes this is insufficient on its own to justify a community need, in this case, Staff believes that the proposed use is compatible with the surrounding area provided the subject conditions of approval are imposed. Mitigation measures including buffering, screening, and limiting outdoor repair and storage will ensure that the development provides an effective transition from the General Commercial/Heavy Commercial (CG/CH) lands to the east and residentially zoned lands to the north and southeast.

7. **Development Patterns.** ***Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*** Planning staff believe that approval of the Special Use would result in a logical and orderly pattern of development. The lots were already platted in their current configuration, and as indicated, the majority of traffic will likely turn from South Bryant Boulevard, to access the main entrance on West Avenue Y.

Planning Commission Recommendation:

On June 19, 2017, the Planning Commission recommended **APPROVAL** of the proposed Special Use to allow an Auto and Boat Dealer as defined in Section 315.B. of the Zoning Ordinance, in the Neighborhood Commercial (CN) Zoning District on the subject properties, **subject to the following 12 Conditions of Approval** outlined in the Staff Report. The following is the complete excerpt of the minutes from the June 19, 2017, meeting for this case:

Jeff Fisher, Senior Planner, outlined the proposed request for a Special Use to allow for an Auto and Boat Dealer on the properties. The existing Neighborhood Commercial (CN) Zone District on the property does not allow an Auto and Boat Dealer by right. Mr. Fisher outlined Staff's rationale recommending approval which included various conditions to minimize impacts on nearby residential lots, including landscaping, limitations on hours of operation, that any vehicle repair be conducted indoors, and that a privacy fence be installed where adjacent to a residential use or district. He indicated that these conditions, along with adjacency to South Bryant Boulevard, a major commercial corridor, would mitigate any adverse impacts on nearby residential properties.

Chairperson Priess opened the meeting for public comment.

Commissioner Stribling asked about outdoor storage requirements and if there were any limit to the number of vehicles that could be stored on the site for sale.

Mr. Fisher responded that there would not be any limits on the outdoor display of vehicles for sale, but that other outdoor storage in the CN zone would be limited an area within five feet of a building wall.

Max Jacobs, the property owner representing the applicant, indicated that vehicle storage areas would be fully paved, and at this point, there would be an average of 10-12 vehicles for sale on the property.

Commissioner Farmer made a Motion to recommend APPROVAL of the proposed Special Use to allow for an Auto and Boat Dealer in the Neighborhood Commercial (CN) Zoning District on the property, as presented, and Commissioner Crisp seconded the Motion. The Motion passed unanimously 6-0.

Recommendation:

Staff's recommendation is for the City Council to **APPROVE** the proposed Special Use to allow an Auto and Boat Dealer as defined in Section 315.B. of the Zoning Ordinance, in the Neighborhood Commercial (CN) Zoning District on the subject properties, **subject to the following 12 Conditions of Approval:**

1. Any sales, leasing, or storage of vehicles on this property shall be consistent with the definition of "Auto and Boat Dealer" as defined in Section 315.B of the Zoning Ordinance and may include passenger vehicles, motorcycles, light and medium trucks and trailers, recreational vehicles, and boats. In addition, sales of heavy trucks and equipment, the gross weight of which exceeds 3½ tons, shall not be allowed.

2. Vehicle repair and maintenance shall be allowed on the same lot as an Auto or Boat Dealer, so long as such repair and maintenance is clearly subordinate, accessory, and incidental to the Auto and Boat Dealer, as per Section 315.B of the Zoning Ordinance. Any vehicle repair and maintenance, shall be conducted completely inside a fully enclosed building.

3. Hours of operation shall be limited between 7:00 a.m. and 10:00 p.m. and any proposed illuminated signage be turned off between 10:00 p.m. and 7:00 a.m.

4. No loud speakers, paging systems, or other auditory devices, with the exception of security alarms, shall be permitted on the premises.

5. Vehicular access onto the property directly from South Bryant Boulevard shall be prohibited.

6. All vehicles stored or displayed on the subject property of this Special Use shall be fully operable. The use of this property as a storage yard for scrap material, including scrap vehicles, shall be prohibited.

7. The surface of the vehicle storage/display area shall be paved according to minimum standards required for off street parking areas, as per Section 511.F. of the Zoning Ordinance.

8. All new site lighting on the premises shall be shielded, downward emitting and configured in such a manner as to satisfactorily minimize or eliminate light trespass onto adjacent properties. All illuminated signage on the premises shall be turned off between the hours of 10:00pm and 7:00am the following day.

9. The applicant shall install a 6-foot high, fully opaque wood, masonry, or metal privacy fence along the south property line of Lot 25 adjacent to a residential district and use. The use of barbed or razor wire along any portion of the fence is prohibited.

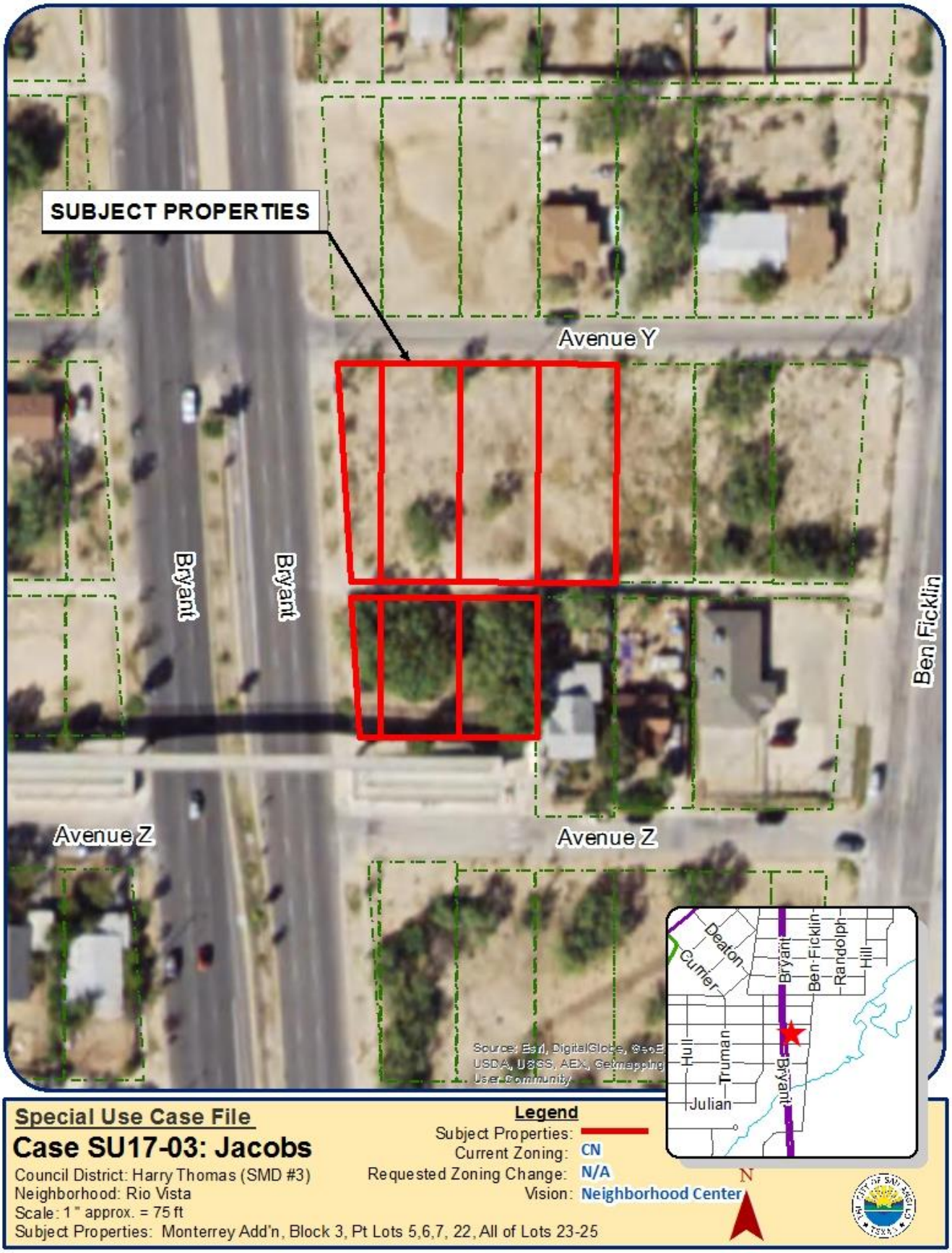
10. The applicant shall install a sidewalk along West Avenue Y in front of the property, connecting to the existing sidewalk on South Bryant Boulevard. The sidewalk shall be a minimum of 5 feet wide, and be setback a minimum of 3 feet from back of curb, and built to City Specifications. Should any portion of this sidewalk be on private property, an access easement shall be required.

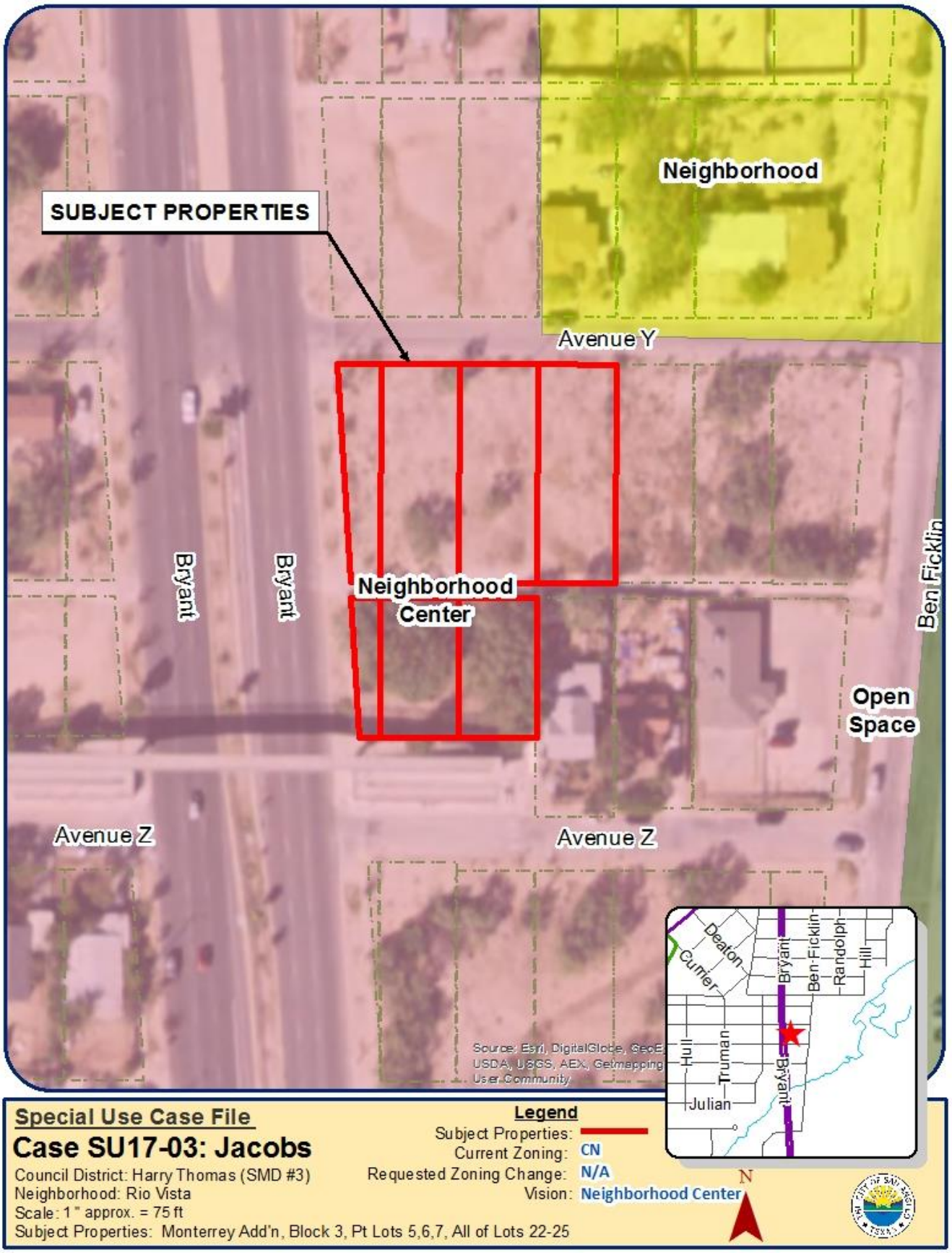
11. The applicant shall install a minimum of two (2) drought resistant shade trees, a minimum of 3" in caliper and 5-6 feet in height at time of planting behind the future sidewalk on West Avenue Y outside of the sight visibility triangle. The applicant shall also provide a Landscape Plan to the Planning and Development Services Director for approval that includes these trees, and a combination of landscaping, new grass cover, and xeriscaping, adjacent to South Bryant Boulevard and West Avenue Y. No tree, shrub, or other landscape feature shall exceed a height of 3 feet within the sight visibility triangle.

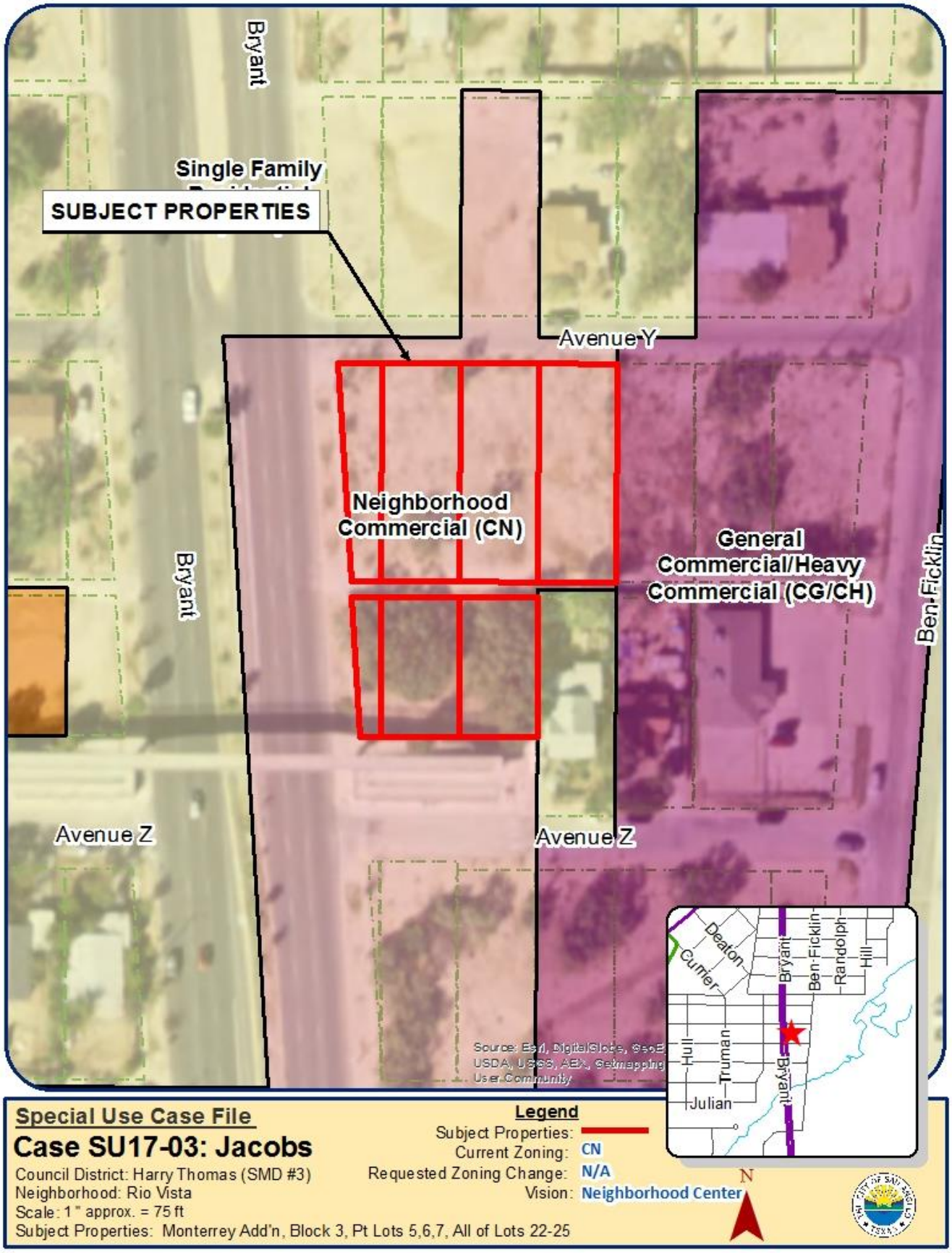
12. This approval shall be limited to the properties north of the alley, Part Lot 22, and all of Lots 23, 24, and 25 (Phase I). The applicant shall require an Amendment to this Special Use Application including a new site plan to allow any development on the southerly properties (Phase II).

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photographs
Resident Letter
Site Plan
Application


SUBJECT PROPERTIES
Avenue Y
Bryant
Bryant
Ben Ficklin
Avenue Z
Avenue Z
Deaton
Cumer
Bryant
Ben-Ficklin
Randolph
Hill
Hull
Truman
Julian
Bryant
Source: Esri, DigitalGlobe, GeoEye, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
Special Use Case File
Case SU17-03: Jacobs
Council District: Harry Thomas (SMD #3)
Neighborhood: Rio Vista
Scale: 1 " approx. = 75 ft
Subject Properties: Monterrey Add'n, Block 3, Pt Lots 5,6,7, 22, All of Lots 23-25
Legend
Subject Properties:
Current Zoning: CN
Requested Zoning Change: N/A
Vision: Neighborhood Center
N


SUBJECT PROPERTIES
Neighborhood
Avenue Y
Bryant
Bryant
Neighborhood Center
Ben Ficklin
Open Space
Avenue Z
Avenue Z
Deaton
Cumer
Bryant
Ben Ficklin
Randolph
Hill
Hill
Truman
Julian
Bryant
Source: Esri, DigitalGlobe, GeoEye, USDA, USGS, AEX, Getmapping, User Community
Special Use Case File
Case SU17-03: Jacobs
Council District: Harry Thomas (SMD #3)
Neighborhood: Rio Vista
Scale: 1 " approx. = 75 ft
Subject Properties: Monterrey Add'n, Block 3, Pt Lots 5,6,7, All of Lots 22-25
Legend
Subject Properties:
Current Zoning: CN
Requested Zoning Change: N/A
Vision: Neighborhood Center
N


Bryant
Single Family
SUBJECT PROPERTIES
Avenue Y
Neighborhood Commercial (CN)
General Commercial/Heavy Commercial (CG/CH)
Bryant
Ben Ficklin
Avenue Z
Avenue Z
Deaton
Currier
Bryant
Ben Ficklin
Randolph
Hill
Hull
Truman
Julian
Bryant
Source: Esri, DigitalGlobe, GeoEye, USDA, USGS, AEX, Getmapping User Community
Special Use Case File
Case SU17-03: Jacobs
Council District: Harry Thomas (SMD #3)
Neighborhood: Rio Vista
Scale: 1 " approx. = 75 ft
Subject Properties: Monterrey Add'n, Block 3, Pt Lots 5,6,7, All of Lots 22-25
Legend
Subject Properties:
Current Zoning: CN
Requested Zoning Change: N/A
Vision: Neighborhood Center
N

Photos of Site and Surrounding Area

WEST

EAST

NORTH

SOUTHEAST AT PROPERTY

SOUTHWEST AT PROPERTY

EXISTING SIDEWALK ALONG S. BRYANT BLVD.

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(X) **IN FAVOR** ( ) **IN OPPOSITION**

REASON(S)

It be GREAT for ECONOMY
Boots Bring in Out-of TOWN
MONEY PLUS, CREATES JOBS.

ID Be willing TO SALE MY
LAND TO PERSON FOR FREEWAY EXCESS,
IF IT HelPS The Situation.

NAME: STARWAY Angel

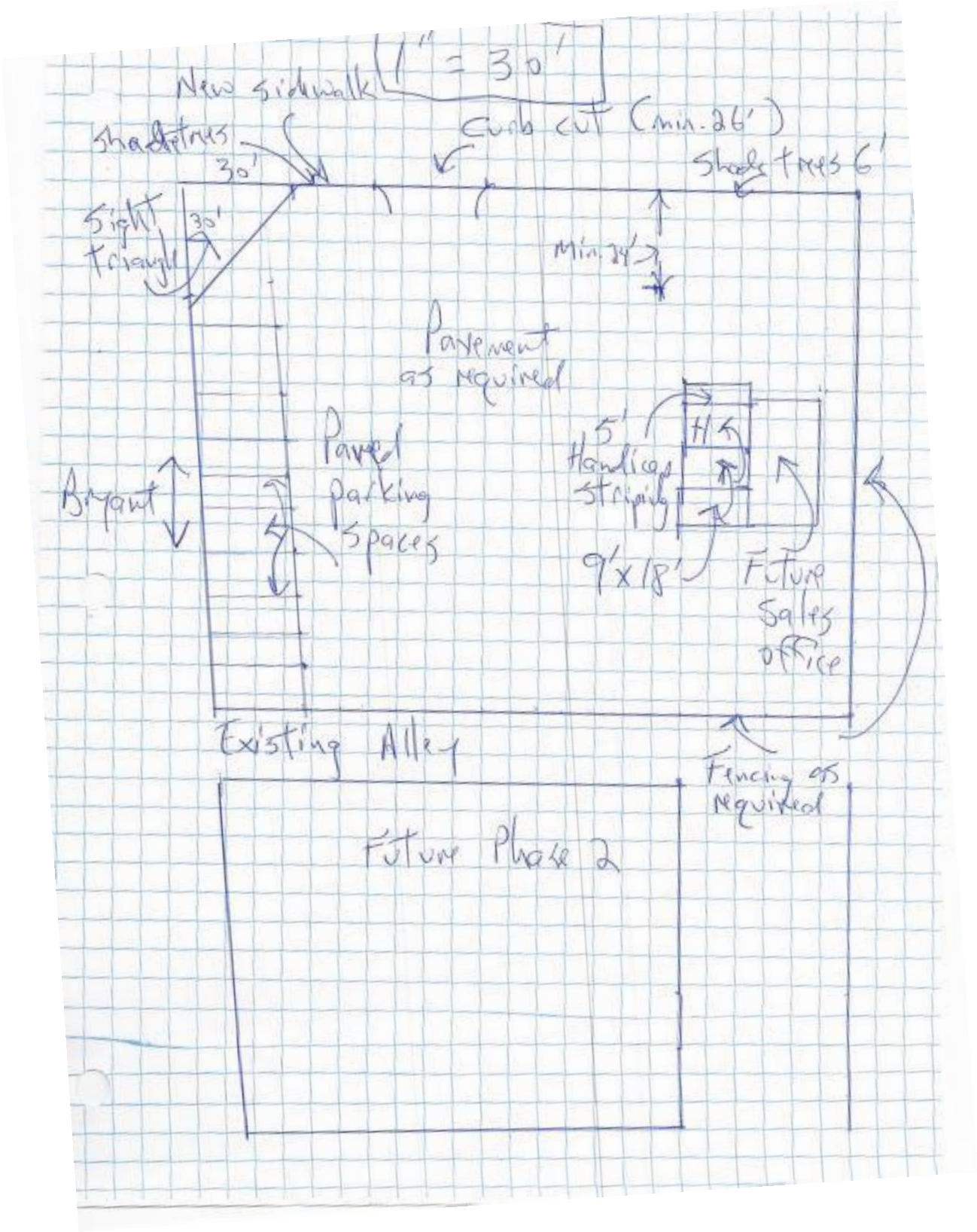
ADDRESS: 5238 N Chadbourne
SAN Angelo TX 76903

SIGNATURE:

SU17-03: Jacobs
property owner number: 20

If you have any questions about these proceedings, please call Mr. Jeff Fisher, Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at jeff.fisher@cosatx.us.

Site Plan


1" = 30'
New sidewalk
Shade trees
Curb cut (min. 26')
30'
Shade trees 6'
Sight triangle
30'
Min. 24'
Pavement as required
Paved parking spaces
5' Handicap striping
H
Bryant
9'x18'
Future Sales office
Existing Alley
Fencing as required
Future Phase 2

City of San Angelo, Texas – Planning Division
52 West College Avenue

Application for Approval of a Special Use

Section 1: Basic Information

Name of Applicant(s): Max Jacobs

■ Owner ☐ Representative (Affidavit Required)

901 S. Abt | San Angelo | TX | 76903
Mailing Address | City | State | Zip Code

325-650-1115 frontier@wcc.net
Contact Phone Number | Contact E-mail Address

Parts of Lots 5,6,7 & 22, and all of Lots 23, 24 & 25, Block 3, Monterrey Addition, San Angelo, TX 76903
Subject Property Address | City | State | Zip Code

Lot Size: About 34k sq. ft. Zoning: CN Future Land Use designation (Comprehensive Plan):

Section 2: Site Specific Details (Use attachment if necessary)

Existing Use of Property: Vacant land

Proposed Use of Property: Car lot

Proposed Special Use: Car lot

I understand that this Commission is required by law to make decisions based on the following criteria, and I assert that my request meets all of the required criteria **based on my explanation(s) below:**

Impacts Minimized. Whether and the extent to which the proposed special use creates adverse effects, including adverse visual impacts, on adjacent properties.

Explanation: I foresee no adverse effects on adjacent properties. Adjoining homes have privacy fences.

Consistent with Zoning Ordinance. Whether and the extent to which the proposed special use would conflict with any portion of this Zoning Ordinance, including the applicable zoning district intent statement.

Explanation: Outside of the special use itself, the car lot will meet all provisions of the zoning requirements.

Compatible with Surrounding Area. Whether and the extent to which the proposed special use is compatible with the existing and anticipated uses surrounding the subject land.

Explanation: Proposed special use should make a smooth transition between the CG and R1 zones around it.

Effective January 3, 2017

Section 2 continued: Site Specific Details

Effect on Natural Environment. Whether and the extent to which the proposed special use would result in significant adverse impacts on the natural environment, including but not limited to , adverse impacts on water and air quality, noise, storm-water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.

Explanation: There will be no adverse impacts.

Community Need. Whether and the extent to which the proposed special use addresses a demonstrated community need.

Explanation: There are no vehicle sales lots currently in the area.

Development Patterns. Whether and the extent to which the proposed special use would result in a logical and orderly pattern of urban development in the community.

Explanation: The car lot will be consistent with the City's long-term vision along S. Bryant.

Section 3: Applicant(s) Acknowledgement

Please initial the following:

_____ If approved, a Special Use is applied to the property, not the property owner.

_____ The Planning Commission makes recommendations on Special Use requests, City Council has final approval.

_____ Approval of this Special Use request does not constitute approval of permits, site plans, or other processes that require separate approval.

_____ If a permit is not sought within one year of the approval date of this Special Use, it will expire and requires another application.

I/We the undersigned acknowledge that the information provided above is true and correct.

Signature of licensee or authorized representative _____ Date 5/19/17

Max Jacobs
Printed name of licensee or authorized representative

FRONTIER REAL ESTATE INVESTMENTS, INC.
901 S. ABE
SAN ANGELO, TX 76903
Name of business/Entity of representative

FOR OFFICE USE ONLY:

Case No.: SU 17 - 03 **Date of application:** 5 / 19 / 17

Planning Commission Date: 6 / 19 / 17 **City Council Date:** 7 / 18 / 17

Nonrefundable application fee: $ 437.50 **Receipt #:** _____ **Date paid:** 5 / 19 / 17

Reviewed/Accepted by: J. Fisher **Date:** 5 / 19 / 17

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **generally located east of South Bryant Boulevard between West Avenue Y and West Avenue Z, being the east 0.075 acres of Lot 22, and all of Lots 23, 24 and 25 in Block 3 of the Monterrey Addition, comprising a total of 0.553 acres,** AUTHORIZING A SPECIAL USE TO ALLOW AN AUTO AND BOAT DEALER AS DEFINED IN SECTION 315.B OF THE ZONING ORDINANCE, SUBJECT TO CONDITIONS STATED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

RE: SU17-03: Jacobs

WHEREAS, the Planning Commission for the City of San Angelo, in compliance with the City Ordinances and state law regarding zoning regulations and zoning map, having afforded a full and fair hearing on the subject Special Use and made its recommendation to City Council for Approval of the Special Use subject to conditions stated; and,

WHEREAS, notice has been duly published of the time and place of a public hearing before the City Council regarding the subject zoning changes, which public hearing was held on the 18th day of July, 2017; and,

WHEREAS, the City Council has determined that the Special Use herein made is in the best interest of the health, safety and general welfare of the citizens of the City of San Angelo;

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

SECTION 1: Chapter 12 of the Code of Ordinances of the City of San Angelo, the basic Zoning Ordinance for the City adopted on January 4, 2000, and the Zoning Map be and the same are hereby amended as follows:

The real property generally located east of South Bryant Boulevard between West Avenue Y and West Avenue Z, being the east 0.075 acres of Lot 22, and all of Lots 23, 24 and 25 in Block 3 of the Monterrey Addition, comprising a total of 0.553 acres as depicted in Exhibit "A," zoned Neighborhood Commercial (CN) Zoning District, shall henceforth permanently have a **Special Use to allow an Auto and Boat Dealer as defined in Section 315.B of the Zoning Ordinance.**

SECTION 2: The Director of the Planning & Development Services Department is hereby directed to correct Zoning District Maps in the office of the Director of the Planning & Development Services Department, to reflect the herein described changes in zoning.

SECTION 3: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended. The Special Use, as hereby authorized, shall have no fundamental effect upon the subject property's underlying or base zoning classification.

SECTION 4. The Special Use, as hereby authorized, shall be subject to the following Conditions:

1. Any sales, leasing, or storage of vehicles on this property shall be consistent with the definition of "Auto and Boat Dealer" as defined in Section 315.B of the Zoning Ordinance and may include passenger vehicles, motorcycles, light and medium trucks and trailers, recreational vehicles, and boats. In addition, sales of heavy trucks and equipment, the gross weight of which exceeds 3½ tons, shall not be allowed.

2. Vehicle repair and maintenance shall be allowed on the same lot as an Auto or Boat Dealer, so long as such repair and maintenance is clearly subordinate, accessory, and incidental to the Auto and Boat Dealer, as per Section 315.B of the Zoning Ordinance. Any vehicle repair and maintenance, shall be conducted completely inside a fully enclosed building.

3. Hours of operation shall be limited between 7:00 a.m. and 10:00 p.m. and any proposed illuminated signage be turned off between 10:00 p.m. and 7:00 a.m.

4. No loud speakers, paging systems, or other auditory devices, with the exception of security alarms, shall be permitted on the premises.

5. Vehicular access onto the property directly from South Bryant Boulevard shall be prohibited.

6. All vehicles stored or displayed on the subject property of this Special Use shall be fully operable. The use of this property as a storage yard for scrap material, including scrap vehicles, shall be prohibited.

7. The surface of the vehicle storage/display area shall be paved according to minimum standards required for off street parking areas, as per Section 511.F. of the Zoning Ordinance.

8. All new site lighting on the premises shall be shielded, downward emitting and configured in such a manner as to satisfactorily minimize or eliminate light trespass onto adjacent properties. All illuminated signage on the premises shall be turned off between the hours of 10:00pm and 7:00am the following day.

9. The applicant shall install a 6-foot high, fully opaque wood, masonry, or metal privacy fence along the south property line of Lot 25 adjacent to a residential district and use. The use of barbed or razor wire along any portion of the fence is prohibited.

10. The applicant shall install a sidewalk along West Avenue Y in front of the property, connecting to the existing sidewalk on South Bryant Boulevard. The sidewalk shall be a minimum of 5 feet wide, and be setback a minimum of 3 feet from back of curb, and built to City Specifications. Should any portion of this sidewalk be on private property, an access easement shall be required.

11. The applicant shall install a minimum of two (2) drought resistant shade trees, a minimum of 3" in caliper and 5-6 feet in height at time of planting behind the future sidewalk on West Avenue Y outside of the sight visibility triangle. The applicant shall also provide a Landscape Plan to the Planning and Development Services Director for approval that includes these trees, and a combination of landscaping, new grass cover, and xeriscaping, adjacent to South Bryant Boulevard and West Avenue Y. No tree, shrub, or other landscape feature shall exceed a height of 3 feet within the sight visibility triangle.

12. This approval shall be limited to the properties north of the alley, Part Lot 22, and all of Lots 23, 24, and 25 (Phase I). The applicant shall require an Amendment to this Special Use Application including a new site plan to allow any development on the southerly properties (Phase II).

SECTION 5. This special use approval is subject to the requirement that the property for which the approval is issued must actually acquire a building permit for the approved use within 12 months from the granting of the special use approval, provided that the Planning Director, with significant evidence that the designated use cannot be realistically implemented with due diligence within that time period, may grant a longer period of time, but in no event shall such extension period exceed an additional 12 months.

SECTION 6. The remaining provisions of Chapter 12 of the Code of Ordinances of the City of San Angelo, Texas, not amended under Sections 1 and 2 of this Ordinance shall remain in full force and effect.

SECTION 7 The terms and provisions of this Ordinance shall be deemed to be severable in that, if any portion of this Ordinance shall be declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION 8: This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the **18th day of July, 2017,** and finally PASSED, APPROVED AND ADOPTED on this the **1st day of August, 2017.**

THE CITY OF SAN ANGELO

_____

Brenda Gunter, Mayor

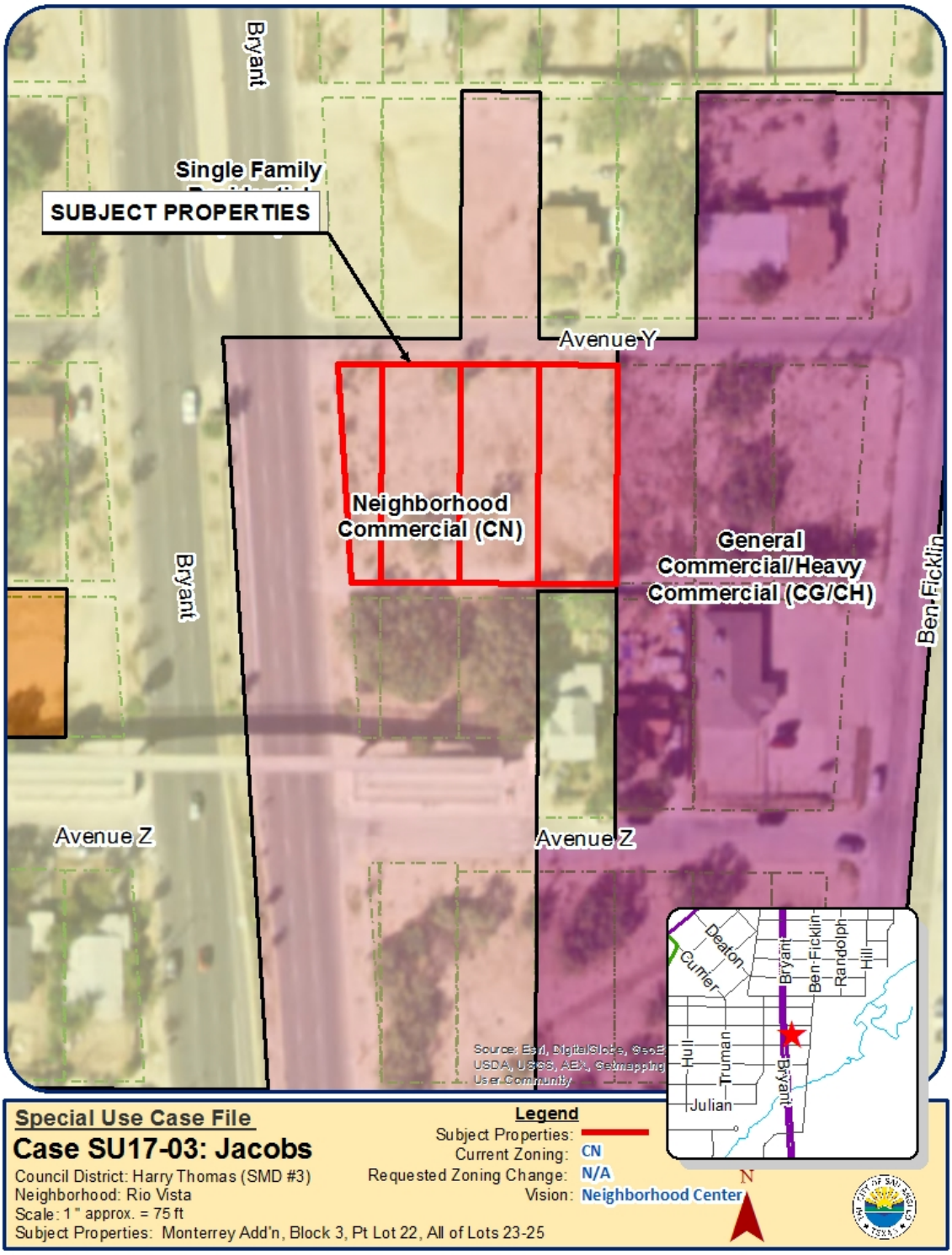
ATTEST:

APPROVED AS TO FORM:

_____
Bryan Kendrick, City Clerk

_____
Theresa James, City Attorney

Exhibit A
Location Map



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Rebeca Guerra, Planning Manager, Planning and Development Services, 325-657-4210

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

First reading and public hearing for an ordinance amending the Planned Development (PD12-03) Zoning District to modify Section 6A to allow for building façade consistency amongst similar building types and eliminate Section 7G thereby allowing metal buildings anywhere within the site, on property located at 3501 North US Highway 67, encompassing the area known as the Howard College, on approximately 34.707 acres - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The applicant has submitted this request for an Amendment to an existing Planned Development PD12-03, amending Section 6A to allow for building façade consistency amongst similar building types and eliminating Section 7G to allow metal buildings anywhere within the site.

Financial Impact:

N/A

Other Information/Recommendation:

At the time of writing, this item had not yet been heard by the Planning Commission. The Commission is scheduled to hear this item on Monday, July 17, 2017.

Attachments:

1. Staff Report PL_Amendment_PD12-03 report.pdf
2. Draft Ordinance PL_Amendment_PD12-03 Ordinance.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

CITY COUNCIL – July 18 and August 1, 2017
STAFF REPORT

APPLICATION TYPE:	CASES:
Amendment to Planned Development (PD)	Amendment to PD12-03, Howard College at San Angelo Foundation/COSA

SYNOPSIS:

The applicant has submitted this request for an Amendment to an existing Planned Development PD12-03, amending Section 6A to allow for building façade consistency amongst similar building types and eliminating Section 7G to allow metal buildings anywhere within the site.

LOCATION:	LEGAL DESCRIPTION:
3501 US Highway 67 Frontage Road; generally located approximately 400 feet north of the intersection of McGill Boulevard and US Highway 67 Frontage Road	Being 48.59 acres out of the J. Pointevent Survey 1113; Paulann Park Addition, Section 3, Tract H, being 0.76 acres; and Paulann Park Addition, Section 3, Tract G, being the northwest 0.145 acres

SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
SMD District #4 – Lucy Gonzales Paulann Neighborhood	Planned Development	C/I – Campus/ Institutional	49.5 acres

THOROUGHFARE PLAN:

Highway 67 Frontage Road (TXDOT) – Urban Arterial Street (TXDOT road, no City specifications)
McGill Boulevard – Urban Collector Street
Required: 60' right-of-way, 50' pavement
Provided: 80' right-of-way, 60' pavement
Smith Boulevard – Urban Collector Street
Required: 60' right-of-way, 50' pavement
Provided: 80' right-of-way, 50' pavement
Voight Boulevard – Urban Collector Street
Required: 50' right-of-way, 40' pavement or 36' pavement with a 4-foot sidewalk
Provided: 60' right-of-way, 40' pavement

NOTIFICATIONS:

17 notifications mailed within 200-foot radius on June 29, 2017. Zero were received in support or opposition.

STAFF RECOMMENDATION:

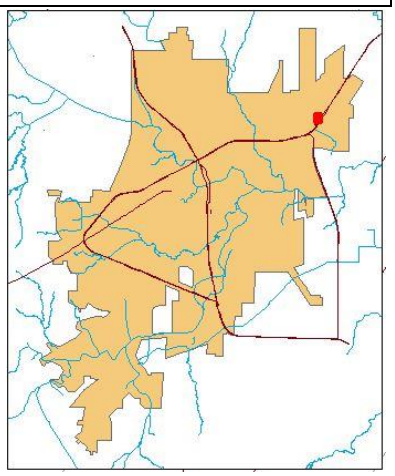
Staff recommends **APPROVAL** of the proposed Amendment to a Planned Development (PD12-03) to modify Section 6A to allow for building façade consistency amongst similar building types and to eliminate Section 7G to allow metal buildings anywhere within the site, **subject to three Conditions of Approval.**

PROPERTY OWNER/PETITIONER:

Property Owner and Applicant: Howard College at San Angelo Foundation /City of San Angelo

STAFF CONTACT:

Jeff Fisher,
Senior Planner
(325) 657-4210, Extension 1550
jeff.fisher@cosatx.us



Additional Information: The existing PD site is home to Howard College's San Angelo Campus, providing educational classrooms and training facilities. The college is undergoing an expansion for their trades program that requires additional metal buildings for construction, welding, electronics and other trades students and faculty. The current PD Ordinance requires all building facades to be unified in style and limits metal buildings to only a 3.15-acre area behind the main building fronting onto US Highway 67 Frontage Road. In order to be able to expand on their property, the applicant requires additional flexibility in design and location of buildings on the site to allow future construction.

The City of San Angelo owns the southerly 20.07 acres of the subject property. As per required by the Zoning Ordinance, notification was sent to all property owners within 200 feet of the subject property, which included the City of San Angelo, thereby meeting the technical requirements for notification.

Rezonings (Planned Developments): Section 212(G) of the Zoning Ordinance requires that the Planning Commission and City Council consider, at minimum, seven (7) factors in determining the appropriateness of any Rezoning request:

1. **Compatible with Plans and Policies.** ***Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*** The proposed amendment to allow additional metal buildings on the Howard College Campus is consistent with the Comprehensive Plan designation of "Campus/Institutional." These properties comprise of public and institutional properties as well as college/university campuses including Howard College and Angelo State University, which "focus redevelopment efforts on multi-purpose, mixed-use facilities that provide a wide variety of business, housing, and office space." The proposed changes, as indicated above, will be consistent with these policies, allowing multi-purpose classroom buildings for trade programs. Flexibility in design will permit Howard College to meet its expansion objectives and provide additional needed classroom space in the future.

2. **Consistent with Zoning Ordinance.** ***Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*** The proposed changes will be generally consistent with the Zoning Ordinance. Howard College provides a large offering of trade programs including construction, welding, and electronics that require on-site training facilities. The school has indicated that a metal fabricated building best suits the needs of these trades and apprenticeship programs. The proposed amendment will still maintain consistency of buildings by occupancy type, so that metal buildings, in and of themselves, will look similar to one another, but will not have to look similar to other types of buildings (i.e masonry or stucco buildings). This will allow students and faculty to easily identify buildings related to their specific area of learning and teaching. No further changes are being proposed at this time. Future development will still be required to maintain compliance with the underlying General Commercial (CG) Zoning Standards. As a condition of approval, the applicant will require submission of an updated Master Concept Plan at the time of permitting.

3. **Compatible with Surrounding Area.** ***Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*** The proposed amendment will be compatible with the surrounding area. The new metal buildings would be used for classrooms and training for the existing Howard College Campus which comprises 49.5 acres. There is another institutional building, a correctional facility immediately west, as well as a City Business Park to the north and a large church further west. The new buildings would allow the college to meet its expansion objectives and would blend into the surrounding area.

4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** Howard College has indicated it intends to expand its trades program and provide additional classroom buildings for this purpose. This will require additional space on the property for metal fabricated buildings that relates to these programs. By ensuring that the architectural style within this building class is consistent and unified in style, the college can meet its objectives.

5. **Effect on Natural Environment.** ***Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.*** Planning Staff does not anticipate any adverse impacts on the natural environment. Any grading, drainage, and stormwater issues can be reviewed as permit of the building permit site plan review process.

6. **Community Need.** ***Whether and the extent to which the proposed amendment addresses a demonstrated community need.*** Planning Staff believe there is a demonstrated community need for the proposed amendment. Howard College serves 13 counties and hosts 29 independent school districts for a total full time enrolment of 2,522 and dual credit enrollment of 968 at the San Angelo Campus for Fall 2013 (http://www.howardcollege.edu/pdf/abouthc/ie/Quickfacts_Fall_2013.pdf). The original Campus Master Concept Plan shows a large area to the north which has not been developed, but the college has indicated plans to expand in future. Given the college already serves thousands of students and requires this amendment to expand further, Staff believe there is justification for the proposed amendment.

7. **Development Patterns.** ***Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.*** The property has convenient abutting access onto the US Highway 67 Frontage Road, a Major Arterial Road which connects to the freeway portion of the highway. It is anticipated that most traffic will use Highway 67 to access the property given that the college services a wide geographic area.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Amendment to an existing Planned Development PD12-03, amending Section 6A to allow for building façade consistency amongst similar building types and eliminating Section 7G to allow metal buildings anywhere within the site, **subject to following three Conditions of Approval:**

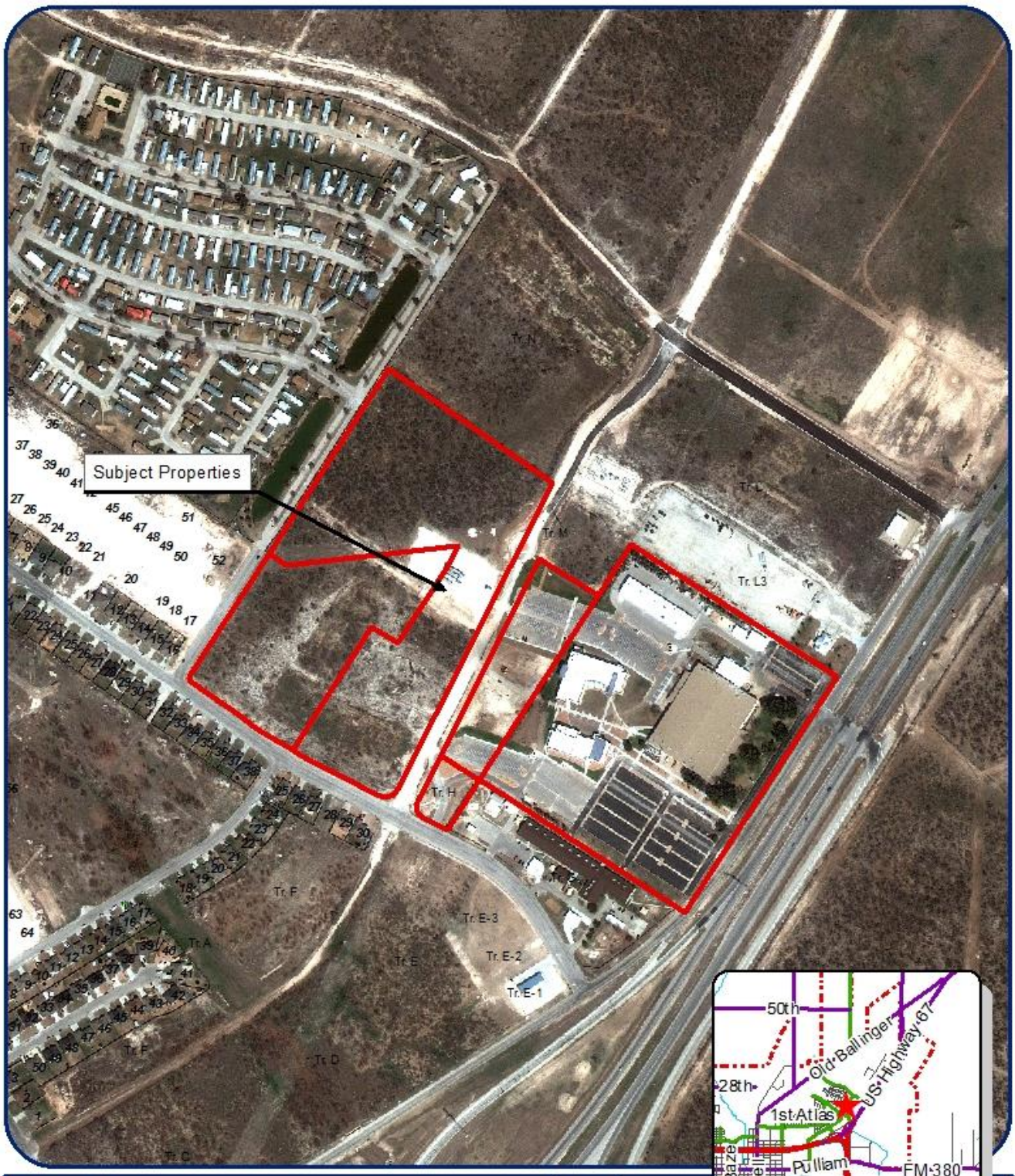
1. Notwithstanding the proposed amendment changes, any future development shall be subject to the amended provisions of the PD12-03 Ordinance.

2. The applicant shall submit a new Master Concept Plan for each new phase of development on the property to the Planning and Development Services Director for approval, prior to any construction.

3. The applicant shall obtain permit(s) from the Permits and Inspections Division prior to any construction on the property.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photographs
Original PD12-03 - Location where metal buildings allowed
Master Concept Plan



Aerial Map

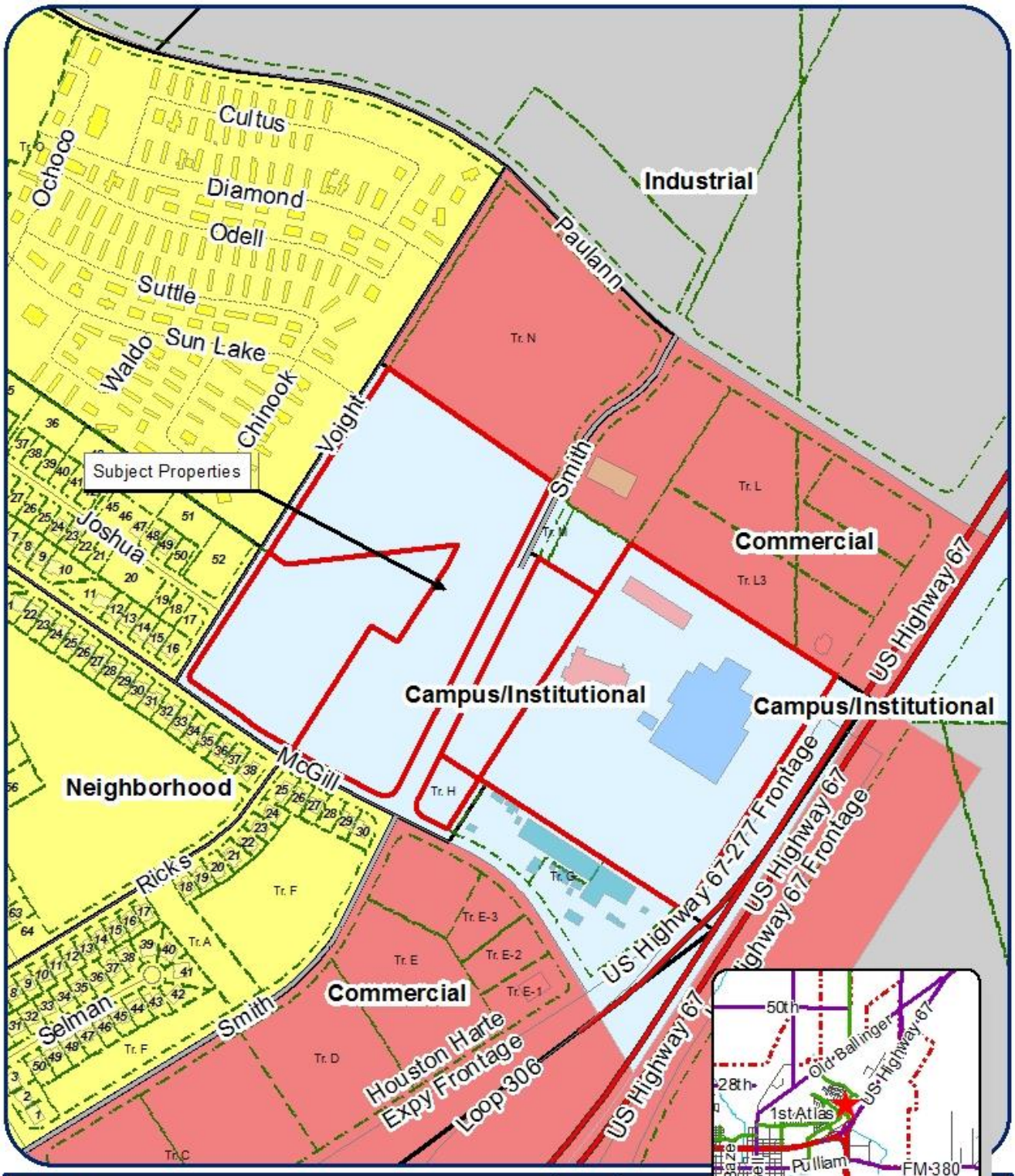
Howard College PD Amend.

Council District: Lucy Gonzales
Neighborhood: Paulann
Scale: 1 " approx. = 450 ft

Legend

Subject Properties:
Current Zoning: PD
Requested Zoning Change: N/A
Vision: Campus/Inst.

N



FLU Map

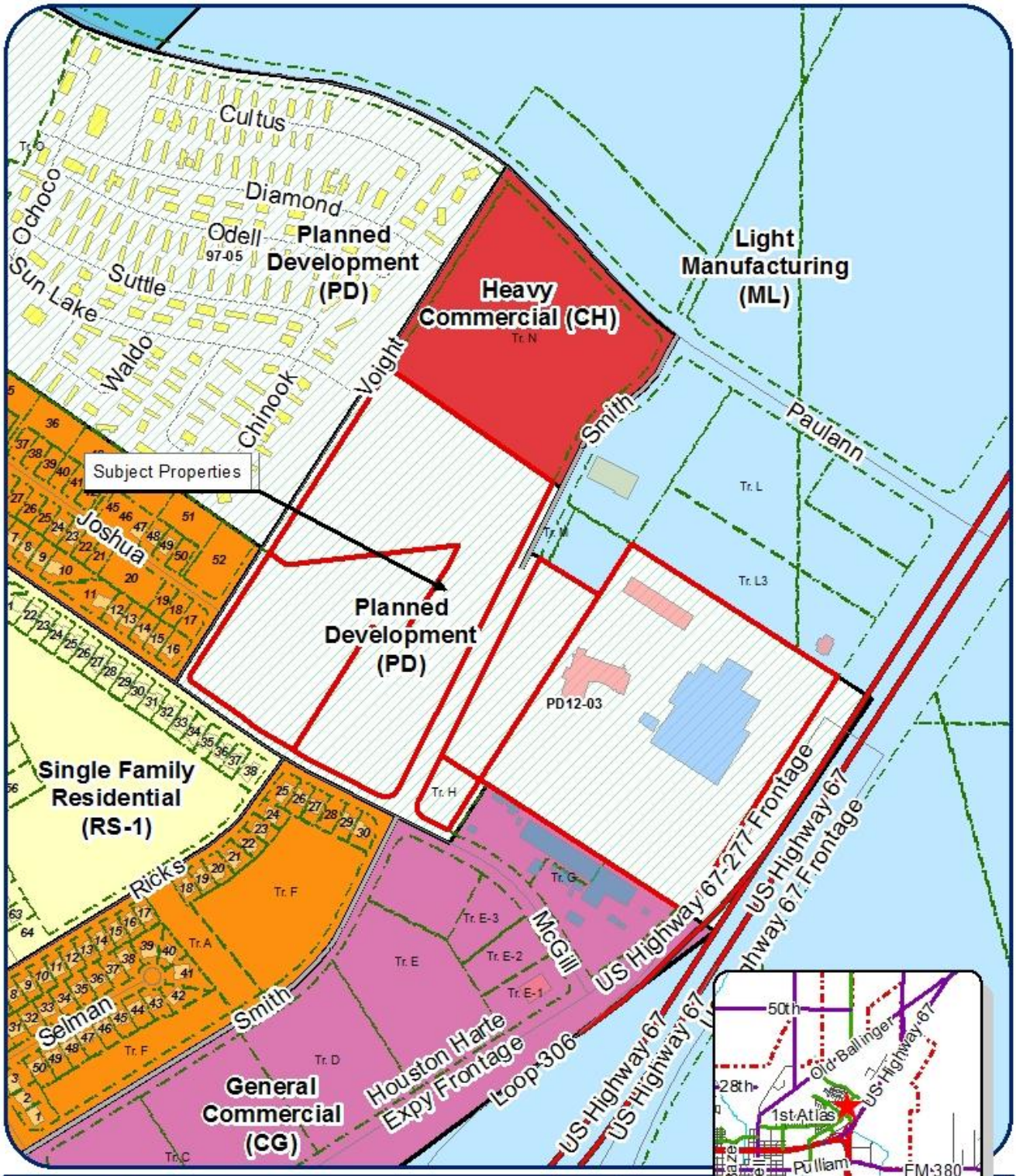
Howard College PD Amend.

Council District: Lucy Gonzales
Neighborhood: Paulann
Scale: 1 " approx. = 450 ft

Legend

Subject Properties:
Current Zoning: PD
Requested Zoning Change: N/A
Vision: Campus/Inst.

N



Zoning Map

Howard College PD Amend.

Council District: Lucy Gonzales
Neighborhood: Paulann
Scale: 1 " approx. = 450 ft

Legend

Subject Properties:
Current Zoning: PD
Requested Zoning Change: N/A
Vision: Campus/Inst.

N

Photos of Site and Surrounding Area

NORTH AT MAIN CAMPUS BUILDING

NORTH AT EXISTING METAL BUILDINGS

SOUTH

WEST

Photos of Site and Surrounding Area

EXISTING REAR PARKING AREA

UNDEVELOPED REAR AREA (POTENTIAL LOCATION FOR FUTURE METAL BUILDINGS)

EAST

CLOSE UP – EXISTING METAL BUILDINGS

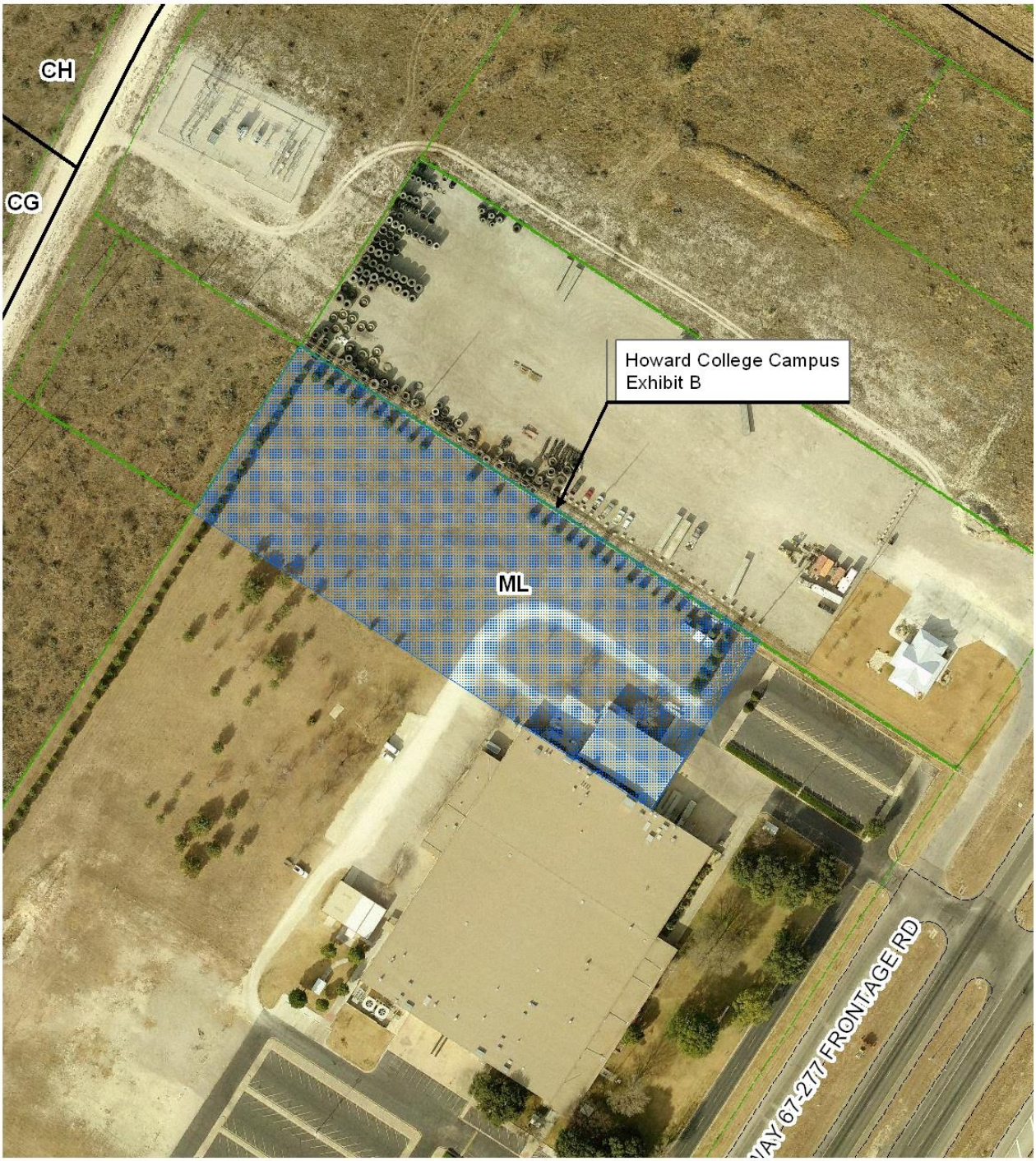
ORIGINAL PD12-03 – LOCATION WHERE METAL BUILDINGS ALLOWED

City of San Angelo
Planning Division
72 W. College Avenue
San Angelo, TX 76903

N

PD 12-03: Howard College Campus
Exhibit B

1 inch = 150 feet



PD12-03 – MASTER CONCEPT PLAN

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY AMENDING PD-12-03 HOWARD COLLEGE FOUNDATION, AT **3501 North US Highway 67, encompassing the area known as Howard College, more specifically, being 48.59 acres out of the J. Pointevent Survey 1113; Paulann Park Addition, Section 3, Tract H, being 0.76 acres; and Paulann Park Addition, Section 3, Tract G, being the northwest 0.145 acres, in northeast San Angelo,** BY AMENDING CONDITIONS RELATING TO BUILDING CONSTRUCTION**;** PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY

RE: **Amendment to PD 12-03**: Howard College & City of San Angelo

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing on June 19, 2017, caused to be prepared and delivered a report and recommendation to City Council to approve amendment of condition 6A to allow for building façade consistency for buildings of the same type, and deletion of condition 7G to PD-12-03 for purposes of eliminating the restriction on buildings of metal construction; and,

WHEREAS, on the **18th day of July**, **2017**, City Council held a public hearing on **Amendment to PD12-03**, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: PD12-03 inclusive of the following described tracts of land:

3501 North US Highway 67, encompassing the area known as Howard College, more specifically, being 48.59 acres out of the J. Pointevent Survey 1113; Paulann Park Addition, Section 3, Tract H, being 0.76 acres; and Paulann Park Addition, Section 3, Tract G, being the northwest 0.145 acres, in northeast San Angelo,

be and the same is hereby amended by:

(1) restating Section 6A thereof in its entirety to read as follows:

A. Building facades for each type of structure (i.e. metal buildings, stucco buildings, masonry buildings, etc.) shall be consistent and unified in architectural style, color palette, materials, and detailed ornamental features; and,

(2) striking Section 7 in its entirety.

The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the foregoing amendments to PD12-03 adopted herein.

SECTION 2: In all other respects, the use of the hereinabove described property shall be subject to all applicable regulations contained in PD12-03 and Chapter 12 of the Code of Ordinances for the City of San Angelo, as amended.

SECTION 3: 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.

INTRODUCED on the **18th day of July 18, 2017** and finally PASSED, APPROVED AND ADOPTED on this the **1st day of August, 2017.**

THE CITY OF SAN ANGELO

BY:_____
Brenda Gunter, Mayor

ATTEST:

BY:_____
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

BY:_____
Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Russell Pehl, City Engineer, Engineering Services, 325-657-4201

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider awarding RFCSP ES-08-17, 2017 Annual Sealcoat Project, to Ronald R. Wagner & Co., LP and authorizing the City Manager to negotiate and execute an agreement therefore in a sum not to exceed $2,440,000.00. - (Presentation by City Engineer Russell Pehl)

Summary/History:

Sealcoat services are performed on an annual basis as a preventative maintenance procedure for city streets. Sealcoat is one component of a comprehensive street maintenance plan that provides the sealing of cracks and fissures in the pavement to alleviate water penetration and eventual failure of the base material through the application of a thin layer of liquid asphalt overlayed with a layer of coated rock.

City Council priorities set in 2014 established a comprehensive street maintenance schedule that meets an eight-year rotation as its Number Two priority. The 2017 sealcoat service will be another step toward this goal.

Ronald R. Wagner & Co., L.P. was contracted in 2010, 2015 and 2016 to perform sealcoat services for the City of San Angelo, and performed the requested services to specification with no quality or warranty issues.

Financial Impact:

Fiscal Year 2017 sealcoat services under the operations budget in the amount of $2,440,000.

Other Information/Recommendation:

Staff recommends authorizing City Staff to negotiate and execute a contract with Ronald R. Wagner & Co., L.P. to provide sealcoat services.

Attachments:

1.	Wagner Proposal	ES-08-17 Ronald Wagner.pdf
2.	Bid Evaluations	ES-08-17 Acknowledgement And Worksheets (002).xlsx
3.	Draft Contract	RFCSP ES-08-17 2017 Sealcoat.docx
4.	Fuquay Proposal	Fuquay - san angelo 2017 sealcoat_001.pdf

Presentation:

Approvals/Reviews:

Russell Pehl	Created/Initiated
Russell Pehl	Approved
Shane Kelton	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
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Price Proposal

Ronald R Wagner & Co., LP
Company Name

RFCSP: ES-08-17/2017 Annual Sealcoat Project

Pursuant to the Foregoing Notice to Respondents, the undersigned respondent hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which he Proposals, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute an agreement and bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to-wit:

BASE BID

No	Item Description		Units	Est Qty	Unit Price	Extended
1	316 2125	AGGR(TY-PB GR-4 SAC-A) or SAC-B (circle one)	CY	7,832	79.10	$619,511.20
2	316 6017	ASPH (AC-20-5TR)	GAL	310,145	3.02	$936,637.90
3	662 2113	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1,000	NA	NA
4	662 2114	WK ZN PAV MRK SHT TERM (TAB) TY Y	EA	1,500	NA	NA
5	666 2002	REFL PAV MRK TY I (W) 4" (BRK) (120MIL)	LF	5,710	.50	$2,855.00
6	666 2035	REFL PAV MRK TY I (W) 8" (SLD) (120MIL)	LF	850	1 .00	$850.00
7	666 2096	REFL PAV MRK TY I (W) (WORD 'ONLY') (120MIL)	EA	1	400.00	$400.00
8	666 2104	REFL PAV MRK TY I (Y) 4" (BRK) (120MIL)	LF	2,335	.50	$1,167.50
9	666 2110	REFL PAV MRK TY I (Y) 4" (SLD) (120MIL)	LF	20,235	.50	$10,117.50
10	666 6042	REFL PAV MRK TY I (W) 12" (SLD) (120MIL)	LF	895	5.00	$4,475.00
11	666 6045	REFL PAV MRK TY I (W) 18" (SLD) (120MIL)	LF	440	7.00	$3,080.00
12	666 6048	REFL PAV MRK TY I (W) 24" (SLD) (120MIL)	LF	500	10.00	$5,000.00
13	666 6054	REFL PAV MRK TY I (W) (ARROW) (120MIL)	EA	13	400.00	$5,200.00
14	666 6057	REFL PAV MRK TY I (W) (DBL ARROW) (120MIL)	EA	2	500.00	$1,000.00
15	672 2012	REFL PAV MRKR TY I-C	EA	300	3.00	$900.00
16	672 2015	REFL PAV MRKR TY II-A-A	EA	550	3.00	$1,650.00
17	500 2001	Mobilization	LS	1	320,000.00	$320,000.00
18	502 2001	Barricades, Signs And Traffic Handling	MO	3	.01	$.03
19		Towing of Vehicles	EA	1	250.00	$250.00
20	Contingency					75,000
					Total	$1,988,094.13

In the case of a pricing discrepancy, the Unit Price will prevail.

BASE BID

Street Sealcoating and Pavement Markings

One million nine hundred eighty eight thousand ninety four **Dollars and** thirteen **Cents**

TOTAL BASE PRICE $ 1,988,094.13

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

Alternate 1

No	Item Description		Units	Est Qty	Unit Price	Extended
1	316 2125	AGGR TY-PB GR-4 SAC-A or SAC-B (circle one)	CY	725	79.10	$57,347.50
2	316 6017	ASPH (AC-20-5TR)	GAL	28,679	3.02	$86,610.58
					Total	$143,958.08

ALTERNATE 1

Street Sealcoating

One hundred forty three thousand nine hundred fifty eight **Dollars and** eight **Cents**

TOTAL BASE PRICE $ 143,958.08

Alternate 2

No	Item Description		Units	Est Qty	Unit Price	Extended
1	316 2125	AGGR TY-PB GR-4 SAC-A or SAC-B (circle one)	CY	1,234	79.10	$97,609.40
2	316 6017	ASPH (AC-20-5TR)	GAL	48,851	3.02	$147,530.02
3	666 2002	REFL PAV MRK TY I (W) 4" (BRK) (120MIL)	LF	490	. 50	$245.00
4	666 6042	REFL PAV MRK TY I (W) 12" (SLD) (120MIL)	LF	96	5.00	$480.00
5	672 2015	REFL PAV MRKR TY II-A-A	EA	50	3.00	$150.00
					Total	$246,014.42

ALTERNATE 2

Street Sealcoating

Two hundred forty six thousand fourteen **Dollars and** forty two **Cents**

TOTAL BASE PRICE $ 246,014.42

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Unit quantities may be adjusted to determine final contract amount. Funding availability may also determine final contract amount.

Work zone temporary flexible, reflective roadway marker tabs (Tabs) will be subsidiary to the total bid amount.

A Performance Bond and Payment Bond will be required based on the Total Base Bid. If Alternate Bids are awarded, bonds will be required based on those amounts too.

Liquidated Damages
Timely completion of this project is necessary to prevent delays in street reconstruction project(s) and to minimize project impact to the public.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Ronald R. Wagner & Co., L.P.
P. O. Box 354, Kendalia, TX 78027

as Principal, hereinafter called the Principal, and International Fidelity Insurance Company
10077 Grogans Mill Road, Suite 260, The Woodlands, TX 77380

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto City of San Angelo

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2017 Annual Sealcoat Project, Project No. RFCSP No: ES-08-17

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of June, 2017

Ronald R. Wagner & Co., L.P.
(Principal) (Seal)

(Witness)

By: Pres.
(Title)

Michele Bonnin (Witness)

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

International Fidelity Insurance Company
(Surety) (Seal)

By: Jillian McKenzie
Attorney-in-Fact Jillian McKenzie (Title)

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY

ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

Bond # Bid Bond

Principal Ronald R. Wagner & Co., L.P.

Obligee City of San Angelo

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

Jillian McKenzie

their true and lawful attorney-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015:

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 27th day of June, 2017.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

Robert W. Minster
Chief Executive Officer (International Fidelity Insurance Company) and
President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 NEW JERSEY

On this 27th day of June, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ MY COMMISSION EXPIRES 04-16-2019 NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of June, 2017.

Maria H. Branco, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-333-4167

You may also write to International Fidelity Insurance Company at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de International Fidelity Insurance Company's para informacion o para someter una queja al:

1-800-333-4167

Usted tambien puede escribir a International Fidelity Insurance Company:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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

Contact Information Form

Firm Name:	Ronald R Wagner & Co., LP		
Mailing Address:	PO Box 354		
City, State Zip Code:	Kendalia, TX 78027		
Print Name:	Stacy Fallis	Date:	6/21/2017
Tax ID (attach IRS W-9):	74-2604861		
Telephone:	830-336-2810	FAX:	830-336-2820
Email:	aaprrw@gvtc.com		

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.
Ronald R. Wagner & Co., LP

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.)
PO Box 354

Requester's name and address (optional)

6 City, state, and ZIP code
Kendalia, TX 78027

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 4 – 2 6 0 4 8 6 1

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶** Stacy Dallis | **Date ▶** 6-15-17

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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

Addendum Acknowledgement

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

Addendum No. 1 dated 1 Received 6-20-2017

Addendum No. 2 dated _____ Received _____

Addendum No. 3 dated _____ Received _____

Please Print

Ronald R Wagner & Co., LP
Company Name

Signature

Ronald R Wagner
Printed Name

General Partner
Title

PO Box 354
Address

Kendalia, TX 78027
City, State Zip Code

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

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 05/16/17)

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:	Brenda Gunter, Mayor
Councilmembers:	Tommy Hiebert, SMD 1 Tom Thompson, 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:

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

Executive Director: Roland Peña

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.**

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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

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

A complete copy of Chapter 176 of the Local Governmetn 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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

Business Name _____

_____
Date

By: _____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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(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 Ronald R Wagner & Co., LP

6/09/17
Date

By: Ronald R Wagner, General Partner
Name and Title of Authorized Representative

Signature of Authorized Representative

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-221496

Date Filed:
06/09/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ronald R Wagner & Co., LP
Kendalia, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Angelo, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFCSP No: ES-08-17
2017 Annual Sealcoat Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
Stacy Fallis
My Commission Expires
11/20/2017

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Ronald Wagner, this the 15 day of June, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Stacy Fallis	Stacy Fallis	Manager

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

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

Vendor Compliance with Reciprocity on Non-Resident Bidders

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder 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 bidder is a respondent 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 bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident respondents to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident Bidders in _____(give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

   Non-resident Bidders in _____(give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas: _____.

RESPONDENT:

(Please print)

_____
Company Name

_____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City, State Zip Code

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

Vendor Compliance with Reciprocity on Non-Resident Bidders

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A. Non-resident Bidders in _____(give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident Bidders in _____(give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas: ✓.

RESPONDENT:

(Please print)

Ronald R Wagner & Co., LP
Company Name

Signature

Ronald R Wagner
Printed Name

General Partner
Title

PO Box 354
Address

Kendalia, TX 78027
City, State Zip Code

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

City References

Ronald R Wagner & Co., LP
Company Name

List five (5) similar projects that your company has completed **for the City of San Angelo.** All references shall be for work completed in the last five (5) years.

Reference One

Project Name: SEE ATTACHED
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Two

Project Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Three

Project Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

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

Local Area References

Ronald R Wagner & Co., LP
Company Name

List five (5) similar projects that your company has completed **within 150 miles of the City** (but not in the **City of San Angelo**). References should be of similar size and scope of work to this proposal. All references shall be for work completed in the last five (5) years.

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: _____

RONALD R. WAGNER & CO., LP

2443 HWY. 473 / P.O. BOX 354
KENDALIA, TEXAS 78027
aaprrw@gvtc.com
(830) 336-2810 OFFICE (830) 336-2820 FAX

Ronald R. Wagner & Co., LP is a limited partnership company owned 100% by Ronald R. Wagner. The limited partnership was formed in 2002 but was previously a Texas corporation formed in 1991. Ronald R. Wagner & Co., LP currently employees around 90 employees and has an annual sales volume of 50 million.

Ronald R. Wagner & Co., LP performs such work as seal coat paving, site work preparation, parking lot construction and various other related jobs.

Major equipment that is available for this contract would include asphalt distributors, chip spreaders, wheel loaders, motor graders, dump trucks, flat wheel and pneumatic rollers, skid loaders and any other necessary equipment needed to complete this project.

Our bonding agent is Technical Assurance located in Houston, Texas and our banking institution is the International Bank of Commerce located in San Antonio, Texas.

We are the general contractor on all of our projects. Projects that include any pavement stripping would be sub-contracted.

The superintendent for this project will be Clay Wagner. Mr. Wagner has many years of experience in the construction industry and will be available to you to answer any questions or concerns relating to this project. For payroll and other forms and office issues you may contact Stacy Fallis at the office number. I myself can be reached either at the office or on the job site.

The company is currently not for sale or involved in any transaction to expand or to become acquired by another business entity. The Company has no pending litigation or claims filed against it that would affect our performance. The company is currently not in default on any loan agreements or financing agreements with any bank, financial institution or other entity. No relationship exists whether by relative, business associate, capital funding agreement or any other such kinship between the company and any City employee.

Current bonded projects on hand for 2017 include:

WEBB
MAVERICK
DUVAL
LIVE OAK
KARNES
MONTAGUE
BAILEY
CRANE
Howard
Odessa
PHSC Seal Coat

Completed projects for 2016 include:

Lamb	TXDOT	$	15,470,250.46
Wilbarger	TXDOT	$	6,799,282.27
Kendall	TXDOT	$	6,910,844.46
Jim Wells	TXDOT	$	3,670,300.27
Irion	TXDOT	$	1,354,977.37
Val Verde	TXDOT	$	1,285,485.44
La Salle	TXDOT	$	2,781,568.60
Midland	TXDOT	$	2,667,336.03
Webb	TXDOT	$	1,033,896.91
Val Verde	TXDOT	$	3,465,127.64
Howard Co.		$	1,188,217.20

Completed projects for 2015 include:

Baylor	TXDOT	$	6,495,189.00
Live Oak	TXDOT	$	11,208,531.00
Bexar	TXDOT	$	4,909,119.80
Lamb	TXDOT	$	11,977,295.20
Karnes	TXDOT	$	5,145,520.79
Val Verde	TXDOT	$	4,436,834.19
City of Odessa		$	965,582.03
City of San Angelo		$	3,166,172.00
PHSC		$	2,524,201.00

Projects of similar work are as follows:

City of San Angelo	Clinton Bailey	325-657-4241
City of Odessa	Ajay Shakyaver	432-335-3242
Kendall County	Kendall County	830-995-2995

We look forward to working with you,

Thank you,
Ronald R. Wagner

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

List of Proposed Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. **Respondents are strongly encouraged to explore utilizing area subcontractors and suppliers**. Make as many copies of this form as necessary to cover all categories of work.

Category of Work: **GENERAL CONTRACTOR** % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: Pavement Markings % of Proposed Contract Amount: 10

Business Name: Vizcaino

Contact Name: Juan Vizcaino

Telephone: 432-332-8433

Address, City, State, Zip: 2210 W 16th Odessa, TX 79763

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

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

Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

X I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

Signature 6/21/17
Date

CONTRACT FOR 2017 SEALCOATING PROGRAM
BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
AND

_____

RFCSP No. ES-08-17

This contract for 2016 Sealcoating Program ("Contract") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____ _____., a Texas _____ ("Contractor"), effective as of the _____ day of _____, 2017

RECITALS:

A. City has issued a Request for Competitive Sealed Proposals, RFCSP No. ES-08-17, for construction of a sealcoat surface treatment composed of an application of asphaltic material and aggregate constructed on existing pavement surfaces within the City of San Angelo city limits as specified in the RFCSP No. ES-08-17 and contract documents ("Work).

B. Contractor's proposal in response to the RFCSP No. ES-08-17, has been selected as the most qualified proposal for the provision of the Work.

C. On _____, 2017, the City Council of City of San Angelo, approved the selection of Contractor and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Contractor and City 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.

2. STATEMENT OF WORK:

A. (1) Contractor shall be responsible for completing Work described in RFCSP No. ES-08-17, Sealcoat Program for the construction of a sealcoat surface treatment composed of an application of asphaltic material & aggregate constructed on existing pavement surfaces within the City of San Angelo city limits. The estimated sealcoating for this project is approximately 861,419 square yards

in the base bid. Alternate #1 consists of sealcoating an estimated 79,663 square yards. Alternative #2 consists of sealcoating an estimated 135,696 square yards. Maps for the base bid and two alternates are included in this bid packet (hereinafter together referred to as the "Work").

(2) The project will also include, but is not limited to: thermo-plastic pavement markings and raised pavement markings. This project is to be completed after the finalized 1 month sweeping of the sealcoat application throughout San Angelo, Texas. All items within this contract shall be in accordance with the 2014 Texas Standard Specifications Manual. The intent of the project is to clearly mark designated roadways throughout San Angelo with pavement markings, adding safety and consistency for all users. Pavement markings in this contract are quantified to replace existing markings that were obliterated by the sealcoat application. These design items shall include but are not limited to:

1.) TY I REFLECTIVE PAVEMENT MARKERS
2.) PAVEMENT SEALER
3.) TY II REFLECTIVE PAVEMENT MARKERS

B. Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, replacement and installation; and all other Work specified in the technical specification documents and drawings included with the Contract Documents incorporated herein by reference in Section 7. of this Contract and in accordance with the terms and conditions set forth herein and within those Contract Documents.

3. TIME OF PERFORMANCE: Contractor agrees to substantially complete Work within ninety (90) consecutive calendar 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. Contractor agrees that any extension of the Contract Time agreed to shall not be effective or of any force or effect until and unless in writing, signed by the City Engineer.

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) is, and that Contractor shall pay City as liquidated damages, the sum of _EIGHT HUNDRED FIFTEEN AND NO/100 DOLLARS, ($815.05) for each calendar day that expires after the time specified in Section 3., or extension thereof as provided 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 base price of ($_____ _____); and as applicable (a) Alternate 1 Bid, _____ ($_____ _____); and (b) Alternate 2 Bid, _____ ($_____ _____), 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

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

Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

_____ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

_____
Signature Date

CONTRACT FOR 2017 SEALCOATING PROGRAM
BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
AND

_____

RFCSP No. ES-08-17

This contract for 2016 Sealcoating Program ("Contract") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____ _____., a Texas _____ ("Contractor"), effective as of the _____ day of _____, 2017

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A. City has issued a Request for Competitive Sealed Proposals, RFCSP No. ES-08-17, for construction of a sealcoat surface treatment composed of an application of asphaltic material and aggregate constructed on existing pavement surfaces within the City of San Angelo city limits as specified in the RFCSP No. ES-08-17 and contract documents ("Work).

B. Contractor's proposal in response to the RFCSP No. ES-08-17, has been selected as the most qualified proposal for the provision of the Work.

C. On _____, 2017, the City Council of City of San Angelo, approved the selection of Contractor and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Contractor and City 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.

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A. (1) Contractor shall be responsible for completing Work described in RFCSP No. ES-08-17, Sealcoat Program for the construction of a sealcoat surface treatment composed of an application of asphaltic material & aggregate constructed on existing pavement surfaces within the City of San Angelo city limits. The estimated sealcoating for this project is approximately 861,419 square yards

manner provided in Section 6. Payment Procedure.

6. PAYMENT PROCEDURE: Contractor shall submit Applications for Payment in accordance with the Owner's Construction General Conditions as shown in Contract Documents and City shall process the Applications for Payment in accordance with the Owner's Construction General Conditions, and Chapter 2251 of the Texas Government Code except that progress payments and the final payment under this Contract shall be made as set forth below:

A. Progress Payments. City shall make progress payments of the Contract Price on the basis of Contractor's Application for Payment on or about the thirtieth (30th) day after submittal of the Application for Payment each month as provided below. All progress payments shall be based upon the progress of Work measured as provided for in the Owner's Construction General Conditions. Contractor shall subdivide Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Partial payment retainage shall not exceed five percent (5%) of the total price. Upon approval of the value by City, it shall be incorporated into the form of a Partial Payment Estimate furnished by Contractor.

B. Final Payment. Upon completion and acceptance of Work by City in accordance with the Owner's Construction General Conditions, City shall pay the remainder of the Contract Price.

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

- Request for Competitive Sealed Proposal No. ES-08-17, "2017 Street Sealcoating Program", and "2017 Sealcoat Plans" and Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, Adopted November 1, 2014, collectively **Exhibit "A"**, attached hereto and made a part hereof.
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP No. ES-08-17, and as of the time this Contract is entered into by Contractor and City.
- City of San Angelo Owner's Construction General Conditions (**Attachment 1** hereto) made a part hereof for all purposes as if fully set forth herein and referred to in this Contract as "General Conditions".
- Contractor's Competitive Sealed Proposal, **Exhibit "B"**, attached and made a part hereof.

The terms, provisions, specifications and conditions of RFCSP No. ES-08-17; **Exhibit "A"**; any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP; and City of San Angelo Owner's Construction General Conditions, **Attachment 1**, shall prevail over any conflicting term, provision, specification or condition in Contractor's Competitive Sealed Proposal, **Exhibit "B"**.

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 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, if applicable. 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, commission, 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 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. Notwithstanding any provision to the contrary in this Contract or the Contract Documents, 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 Owner's Construction General Conditions of the Contract shall be held for resolution until the Work has been substantially completed. The Contractor shall make a written request for resolution of the dispute (the "Request") to the City's designated official (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 the 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 this Contract in accordance with the provisions contained in the Owner's Construction General Conditions, to include but not be 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 its Work under this 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 its Work under this 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 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 Services 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.

C. Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City 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.

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 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 Indemnities, 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.

B. 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 could be asserted in regard to any acts or omissions of Contractor in performing under this Contract.

C. 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 contracts between City and Contractor.

19. *(Intentionally left blank)*

20. **<u>INDEPENDENT CONTRACTOR</u>:** 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 Services 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. **<u>NONDISCRIMINATION</u>:** 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.

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

26. NOTICES AND REQUIRED NOTICE OF BREACH: Communication and details concerning this Contract shall be directed to the following representatives:

CITY:	**CONTRACTOR:**
City of San Angelo	_____
Office of the City Engineer	
Attn: Russell Pehl	Attn: _____
72 W. College Ave.	_____
San Angelo, Texas 76903	_____

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 to 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 this 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.

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.

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CITY:	**CONTRACTOR:**
City of San Angelo	RONALD R WAGNER & CO., LP
Office of the City Engineer	
Attn: Russell Pehl	Attn: Stacy Fallis
72 W. College Ave.	PO Box 354 Kendalia, TX 78027
San Angelo, Texas 76903	

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 to 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 this 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 contracts and understandings between the parties. If any provision of this Contract, the Owner's Construction 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.

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 rest exclusively in the state district court(s) located 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. Validity of Contract Terms: 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 applicable law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such law, 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 this 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.

29. ENTIRE CONTRACT: This Contract constitutes the sole and entire Contract 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 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 City of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the City.

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

CONTRACTOR:

_____

BY:_____

_____
(Print Name and Position with Company)

EMAIL: _____

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
Bryan Kendrick, City Clerk

(SEAL)

Code and regulations adopted pursuant thereto requiring submission to the City of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the City.

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

CONTRACTOR:
RONALD R WAGNER & CO., LP

BY: _____

RONALD R. WAGNER
(Print Name and Position with Company)

EMAIL: aaprrw@gvtc.com

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
Bryan Kendrick, City Clerk

(SEAL)

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

CONTRACT FOR PROJECT
BETWEEN
CITY OF SAN ANGELO AND

_____

RFCSP No. ES-08-17
CITY OFFICIAL APPROVALS

APPROVED AS TO CONTENT:

_____
Julia Antilley, Purchasing Manager

APPROVED AS TO INSURANCE:

_____
Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

_____
Russell Pehl, City Engineer

APPROVED AS TO FORM:

_____
Dan T. Saluri, Deputy City Attorney

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

EXHIBIT "A"

CONTRACT FOR 2017 SEALCOATING PROGRAM

REQUEST FOR COMPETITIVE SEALED PROPOSALS RFCSP ES-08-17
2017 SEALCOAT PLANS
and
TEXAS DOT STANDARD SPECIFICATIONS FOR CONSTRUCTION
AND MAINTENANCE OF HIGHWAYS, ADOPTED NOVEMBER 1, 2014

(Following pages)

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

EXHIBIT "B"

CONTRACT FOR 2017 SEALCOATING PROGRAM

RFCSP ES-08-17
CONTRACTOR'S COMPETITIVE SEALED PROPOSAL

(Following pages)

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

EXHIBIT "C"

CONTRACT FOR 2017 SEALCOATING PROGRAM

SPECIAL INSURANCE RIDER

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. 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 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 Subcontractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-Subcontractors to furnish copies of certificates of insurance to City's Risk Manager evidencing coverage for each Subcontractor and Sub-Subcontractor.

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 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 (2) 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 Limits**

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.

Attachment 1

OWNER'S CONSTRUCTION GENERAL CONDITIONS

(Following pages)

1. Each committee member should rank each company based on their evaluation of the proposal submitted vs. the selection criteria.

2. The Project Manager must provide a written justification summary for each company's scoring.

3. Once a company has been selected, the Project Manager must submit to the City Council a request to negotiate and award a contract on behalf of the City.

4. All contracts must be approved by the Legal Department and signed by the City Manager after City Council approves of the purchase.

5. No work can begin prior to a Purchase Order issued by the Purchasing Division.

CITY OF SAN ANGELO
Acknowledgements
RFCSP: ES-08-17/2017 Annual Sealcoat Project

	Proposals Received	City	State	
1	Ronald Wagner	Kendalia	TX	
2	Fuquay, Inc.	New Braunfels	TX	
3	Cox Paving	Blanco	TX	Non-responsive

	RFP Invitations Sent To:	City	State
1	Wagner & Co LP	Kendalia	TX
2	BigTex Paving Inc	Johnson City	TX
3	Price Construction	Big Spring	TX
4	Mr.T's Asphalt Paving & Sealcoating	Menard	TX
5	Reece Albert	San Angelo	TX
6	Blacktopper Technology, Inc.	Blanco	TX
7	Brannon Paving Co	Victoria	TX
8	Contract Paving Co.	Tye	TX
9	F N Ploch Const	New Braunfels	TX
10	Seidel, Inc	San Angelo	TX
11	Van Zandt Paving	Odessa	TX

NOTE: Include this form with your Agenda Memo

Bid Opening Results
RFCSP: ES-08-17/2017 Annual Sealcoat Project

	Ronald Wagner	Fuquay, Inc.	Cox Paving
Total Bid	$ 1,988,094.13	$ 2,431,696.50	$ 2,129,066.90
Total Alternate Bid 1	$ 143,958.08	$ 194,494.34	$ 157,341.69
Total Alternate Bid 2	$ 246,014.42	$ 332,421.06	$ 268,689.71
Bid Security	Yes	Yes	No

icing Detail
CSP: ES-08-17/2017 Annual Sealcoat Project

					Ronald Wagner		Fuquay, Inc.	
No	**Item Description**		**Units**	**Est Qty**	**Unit Price**	**Extended**	**Unit Price**	**Extended**
1	316 2125	AGGR(TY-PB GR-4 SAC-A) or SAC-B (circle one)	CY	7,832	$ 79.10	$ 619,511.20	$ 131.40	$ 1,029,124.80
2	316 6017	ASPH (AC-20-5TR)	GAL	310,145	$ 3.02	$ 936,637.90	$ 3.46	$ 1,073,101.70
3	662 2113	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1,000	NA	NA	NA	NA
4	662 2114	WK ZN PAV MRK SHT TERM (TAB) TY Y	EA	1,500	NA	NA	NA	NA
5	666 2002	REFL PAV MRK TY I (W) 4" (BRK) (120MIL)	LF	5,710	$ 0.50	$ 2,855.00	$ 1.00	$ 5,710.00
6	666 2035	REFL PAV MRK TY I (W) 8" (SLD) (120MIL)	LF	850	$ 1.00	$ 850.00	$ 1.00	$ 850.00
7	666 2096	REFL PAV MRK TY I (W) (WORD 'ONLY') (120MIL)	EA	1	$ 400.00	$ 400.00	$ 250.00	$ 250.00
8	666 2104	REFL PAV MRK TY I (Y) 4" (BRK) (120MIL)	LF	2,335	$ 0.50	$ 1,167.50	$ 1.00	$ 2,335.00
9	666 2110	REFL PAV MRK TY I (Y) 4" (SLD) (120MIL)	LF	20,235	$ 0.50	$ 10,117.50	$ 1.00	$ 20,235.00
10	666 6042	REFL PAV MRK TY I (W) 12" (SLD) (120MIL)	LF	895	$ 5.00	$ 4,475.00	$ 4.00	$ 3,580.00
11	666 6045	REFL PAV MRK TY I (W) 18" (SLD) (120MIL)	LF	440	$ 7.00	$ 3,080.00	$ 10.00	$ 4,400.00
12	666 6048	REFL PAV MRK TY I (W) 24" (SLD) (120MIL)	LF	500	$ 10.00	$ 5,000.00	$ 17.00	$ 8,500.00
13	666 6054	REFL PAV MRK TY I (W) (ARROW) (120MIL)	EA	13	$ 400.00	$ 5,200.00	$ 190.00	$ 2,470.00
14	666 6057	REFL PAV MRK TY I (W) (DBL ARROW) (120MIL)	EA	2	$ 500.00	$ 1,000.00	$ 295.00	$ 590.00
15	672 2012	REFL PAV MRKR TY I-C	EA	300	$ 3.00	$ 900.00	$ 4.50	$ 1,350.00
16	672 2015	REFL PAV MRKR TY II-A-A	EA	550	$ 3.00	$ 1,650.00	$ 7.50	$ 4,125.00
17	500 2001	Mobilization	LS	1	$ 320,000.00	$ 320,000.00	$ 170,000.00	$ 170,000.00
18	502 2001	Barricades, Signs And Traffic Handling	MO	3	$ 0.01	$ 0.03	$ 10,000.00	$ 30,000.00
19		Towing of Vehicles	EA	1	$ 250.00	$ 250.00	$ 75.00	$ 75.00
20		Contingency			-	$ 75,000.00	-	$ 75,000.00
					Base Bid Total	$ 1,988,094.13	**Total**	$ 2,431,696.50

Alternate 1

					Ronald Wagner		Fuquay, Inc.	
No	**Item Description**		**Units**	**Est Qty**	**Unit Price**	**Extended**	**Unit Price**	**Extended**
1	316 2125	AGGR(TY-PB GR-4 SAC-A) or SAC-B (circle one)	CY	725	$ 79.10	$ 57,347.50	$ 131.40	$ 95,265.00
2	316 6017	ASPH (AC-20-5TR)	GAL	28,679	$ 3.02	$ 86,610.58	$ 3.46	$ 99,229.34
					Alternate 1 Total	$ 143,958.08	**Total**	$ 194,494.34

Alternate 2

					Ronald Wagner		Fuquay, Inc.	
No	**Item Description**		**Units**	**Est Qty**	**Unit Price**	**Extended**	**Unit Price**	**Extended**
1	316 2125	AGGR(TY-PB GR-4 SAC-A) or SAC-B (circle one)	CY	1,234	$ 79.10	$ 97,609.40	$ 131.40	$ 162,147.60
2	316 6017	ASPH (AC-20-5TR)	GAL	48,851	$ 3.02	$ 147,530.02	$ 3.46	$ 169,024.46
3	666 2002	REFL PAV MRK TY I (W) 4" (BRK) (120MIL)	LF	490	$ 0.50	$ 245.00	$ 1.00	$ 490.00
4	666 6042	REFL PAV MRK TY I (W) 12" (SLD) (120MIL)	LF	96	$ 5.00	$ 480.00	$ 4.00	$ 384.00
5	672 2015	REFL PAV MRKR TY II-A-A	EA	50	$ 3.00	$ 150.00	$ 7.50	$ 375.00
					Alternate 2 Total	$ 246,014.42	**Total**	$ 332,421.06

Proposed Fee Scorings

RFCSP: ES-08-17/2017 Annual Sealcoat Project

		Ronald Wagner	Fuquay, Inc.
1	Base Bid	$ 1,988,094.13	$ 2,431,696.50
2	Ranking by Price	1	2
3	Amount over lowest bid	$-	$ 443,602.37
4	Percent over lowest bid	0.000	0.223
5	Max Points	80	80
	Points Scored	**80.0**	**62.1**

Committee Member Evaluation Worksheet

RFCSP: ES-08-17/2017 Annual Sealcoat Project

Committee Member Name: _____

Company Name: _____

Each committee member must provide a written justification for each score less than the max points that could be awarded. The Project Manger is responsible for collecting the evaluations, completing the Ranking Worksheet and providing a written summary, by company. The Acknowledgment, Ranking Sheet Summary and the Written Justification will be attached the Council Agenda Background Memo.

Scoring Categories	Cost	Overall Reputation	Past relationship with City of San Angelo	Past experience on local projects	Total
Max Points	80	10	5	5	100
Your Score					

Notes:

Please supply each committee member with 1 worksheet per company

Ranking Summary Worksheet
RFCSP: ES-08-17/2017 Annual Sealcoat Project

Enter Committee Member Name 1			
Category	**Points**	**Ronald Wagner**	**Fuquay, Inc.**
Cost	80	80.00	62.15
Overall Reputation	10	10.00	2.00
Past relationship with City of San Angelo	5	3.00	0.00
Past experience on local projects	5	5.00	2.00
Total Score	**100**	**98**	**66.15**
	Rank	**1**	**2**

Enter Committee Member Name-2			
Category	**Points**	**Ronald Wagner**	**Fuquay, Inc.**
Cost	80	80.00	62.15
Overall Reputation	10	10.00	10.00
Past relationship with City of San Angelo	5	4.00	0.00
Past experience on local projects	5	4.00	5.00
Total Score	**100**	**98**	**77.15**
	Rank	**1**	**2**

Enter Committee Member Name-3			
Category	**Points**	**Ronald Wagner**	**Fuquay, Inc.**
Cost	80	80.00	62.15
Overall Reputation	10	10.00	10.00
Past relationship with City of San Angelo	5	4.00	0.00
Past experience on local projects	5	5.00	3.00
Total Score	**100**	**99**	**75.15**
	Rank	**1**	**2**

Enter Committee Member Name-4			
Category	**Points**	**Ronald Wagner**	**Fuquay, Inc.**
Cost	80	80.00	62.15
Overall Reputation	10	10.00	10.00
Past relationship with City of San Angelo	5	4.00	0.00
Past experience on local projects	5	5.00	5.00
Total Score	**100**	**99**	**77.15**
	Rank	**1**	**2**

Ranking Summary Worksheet
RFCSP: ES-08-17/2017 Annual Sealcoat Project

Committee Member Summary

Category	Total Points	Ronald Wagner	Fuquay, Inc.
Cost	320	320.00	248.60
Overall Reputation	40	40.00	32.00
Past relationship with City of San Angelo	20	15.00	0.00
Past experience on local projects	20	19.00	15.00
Total Score	**400**	**394.00**	**295.60**
	Rank	**1**	**2**

Attach a Written Justification for each company's ranking and forward to Purchasing

NOTE: Attached this form and the Written Justification to your Agenda Background Memo

Interview Evaluation Scoring Worksheet
RFCSP: ES-08-17/2017 Annual Sealcoat Project

Optional depending on scoring method published for initial scoring & interview scoring to reach final selection

Enter Committee Member Name 1				
Category	**Max Pts**	**Enter Co. Name**	**Enter Co. Name**	**Enter Co. Name**
Method of Presentation	15	1	0	0
Professionalism	15	0	0	0
Enthusiasm for Project	15	0	0	0
Innovative Ideas/Creative Approach	30	0	0	0
Familiarity With Project	25	0	0	0
Reserved		0	0	0
Reserved		0	0	0
Total Score	**100**	**1**	**0**	**0**
	Rank	**1**	**2**	**2**

Enter Committee Member Name-2				
Category	**Points**	**Enter Co. Name**	**Enter Co. Name**	**Enter Co. Name**
Method of Presentation	15	1	2	3
Professionalism	15			
Enthusiasm for Project	15	0	0	0
Innovative Ideas/Creative Approach	30	0	0	0
Familiarity With Project	25	0	0	0
Reserved	0	0	0	0
Reserved	0	0	0	0
Total Score	**100**	**1**	**2**	**3**
	Rank	**3**	**2**	**1**

Enter Committee Member Name-3				
Category	**Points**	**Enter Co. Name**	**Enter Co. Name**	**Enter Co. Name**
Method of Presentation	15	1	0	0
Professionalism	15			
Enthusiasm for Project	15	0	0	0
Innovative Ideas/Creative Approach	30	0	0	0
Familiarity With Project	25	0	0	0
Reserved	0	0	0	0
Reserved	0	0	0	0
Total Score	**100**	**1**	**0**	**0**
	Rank	**1**	**2**	**2**

Interview Evaluation Scoring Worksheet
RFCSP: ES-08-17/2017 Annual Sealcoat Project

Optional depending on scoring method published for initial scoring & interview scoring to reach final selection

Enter Committee Member Name-4				
Category	**Points**	**Enter Co. Name**	**Enter Co. Name**	**Enter Co. Name**
Method of Presentation	15	1	0	0
Professionalism	15			
Enthusiasm for Project	15	0	0	0
Innovative Ideas/Creative Approach	30	0	0	0
Familiarity With Project	25	0	0	0
Reserved	0	0	0	0
Reserved	0	0	0	0
Total Score	**100**	**1**	**0**	**0**
	Rank	**1**	**2**	**2**

#REF!				
Category	**Points**	**Enter Co. Name**	**Enter Co. Name**	**Enter Co. Name**
Method of Presentation	15	1	0	0
Professionalism	15			
Enthusiasm for Project	15	0	0	0
Innovative Ideas/Creative Approach	30	0	0	0
Familiarity With Project	25	0	0	0
Reserved	0	0	0	0
Reserved	0	0	0	0
Total Score	**100**	**1**	**0**	**0**
	Rank	**1**	**2**	**2**

#REF!

Interview Evaluation Scoring Worksheet
RFCSP: ES-08-17/2017 Annual Sealcoat Project

Optional depending on scoring method published for initial scoring & interview scoring to reach final selection

Category	Points	Enter Co. Name	Enter Co. Name	Enter Co. Name
Method of Presentation	15	0	2	3
Professionalism	15	0		100
Enthusiasm for Project	15	0	0	0
Innovative Ideas/Creative Approach	30	0	0	0
Familiarity With Project	25	0	0	0
Reserved	0	0	0	0
Reserved	0	0	0	0
Total Score	**100**	**0**	**2**	**103**
	Rank	**3**	**2**	**1**

Interview Evaluation Scoring Worksheet
RFCSP: ES-08-17/2017 Annual Sealcoat Project

Optional depending on scoring method published for initial scoring & interview scoring to reach final selection

Committee Member Summary				
Category	**Total Points**	**Enter Co. Name**	**Enter Co. Name**	**Enter Co. Name**
Method of Presentation	75	4	4	6
Professionalism	75	0	0	100
Enthusiasm for Project	75	0	0	0
Innovative Ideas/Creative Approach	150	0	0	0
Familiarity With Project	125	0	0	0
Reserved	0	0	0	0
Reserved	0	0	0	0
Total Score	**500**	**4**	**4**	**106**
	Rank	**2**	**2**	**1**

Attach a Written Justification for each company's ranking and forward to Purchasing

NOTE: Attached this form and the Written Justification to your Agenda Background Memo

$135.00

City of San Angelo
Request for Competitive Sealed Proposals

Engineering Services

2017 Annual Sealcoat Project

RFCSP No: ES-08-17

Contract Documents
Specifications

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

Submittal Deadline
June 27, 2017/2:00 PM, Local Time

TABLE OF CONTENTS

THIS TABLE OF CONTENTS IS INTENDED AS AN AID AND NOT AS A COMPREHENSIVE LISTING OF THE PROPOSAL PACKAGE. RESPONDENTS ARE RESPONSIBLE FOR READING THE ENTIRE PACKAGE AND COMPLYING WITH ALL SPECIFICATIONS.

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1.2. DOCUMENT, PLANS AND SPECIFICATIONS AVAILABILITY 1
1.3. PRE-PROPOSAL CONFERENCE 1
1.4. DIGITAL FORMAT 1
1.5. INSURANCE AND INDEMNIFICATION REQUIREMENTS 1
1.6. DELIVERY OF PROPOSAL 1
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CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

1. REQUEST FOR PROPOSAL

1.1. Scope of Work

The City of San Angelo is accepting proposals for the construction of a sealcoat surface treatment composed of an application of asphaltic material and aggregate constructed on existing pavement surfaces within the City of San Angelo city limits. The estimated sealcoating for this project is approximately 861,419 square yards in the base bid. Alternate #1 consists of sealcoating an estimated 79,663 square yards. Alternative #2 consists of sealcoating an estimated 135,696 square yards. Maps for the base bid and two alternates are included in this bid packet.

The project will also include, but is not limited to, thermo-plastic pavement markings and raised pavement markings. This project is to be completed after the finalized 1 month sweeping of the sealcoat application throughout San Angelo, Texas. All items within this contract shall be in accordance with the 2014 Texas Standard Specifications Manual. The intent of the project is to clearly mark designated roadways throughout San Angelo with pavement markings, adding safety and consistency for all users. Pavement markings in this contract are quantified to replace existing markings that were obliterated by the sealcoat application. These design items shall include but are not limited to:

1.) TY I REFLECTIVE PAVEMENT MARKERS
2.) PAVEMENT SEALER
3.) TY II REFLECTIVE PAVEMENT MARKERS

Estimated Completion: 90 Calendar Days
Estimated Project Cost: $1,980,000

1.2. Document, Plans and Specifications Availability

Contract documents, including plans and specifications are available and may be examined without charge in the Purchasing Division, Suite 330, City Hall, San Angelo, Texas or downloaded at http://cosatx.us at no cost.

Proposal documents, plans, and specifications may be obtained at the Purchasing Division, Suite 330, City Hall at a cost of $135.00 per set. No refunds will be made and no partial sets will be issued.

1.3. Pre-Proposal Conference

A pre-proposal conference will be held on **June 20, 2017 at 2:00 P.M**., in Meeting Room 202, located on the second floor of **City Hall at 72 W. College Ave., San Angelo, TX. 76903**. Representatives of the City will discuss the project and answer questions regarding Proposal procedures.

1.4. Digital Format

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

1.5. Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are included within the draft project agreement form included within this proposal package. Please review the insurance and indemnification requirements with your insurance agent **prior** to submitting your proposal.

1.6. Delivery of Proposal

Sealed proposals must be addressed to the Purchasing Division - ES-08-17, City of San Angelo, 72 W. College Ave., San Angelo, Texas 76903, or for delivery services - Purchasing Division - ES-08-17, Suite 330, City of San Angelo, 72 West College Avenue, San Angelo, Texas 76903, will be received until 2**:00 P.M., Local Time, June 27, 2017.**

Mark Envelope: **"RFCSP NO. ES-08-17/2017 Annual Sealcoat Project"**

It is the sole responsibility of the firm to ensure that the sealed submittal arrives at the above location by specified deadline regardless of method chosen by the company for delivery.

Faxed or electronically transmitted submittals will not be accepted

1.7. Proposal Withdrawal
No proposal may be withdrawn within a period of 90 days after the date fixed for opening.

1.8. Rejection of Proposals
The City of San Angelo reserves the right to reject all proposals, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional proposals.

1.9. Qualification Statement
Prospective respondents should be advised that a qualification statement might be required by the City upon request.

1.10. Confidentiality
All proposals submitted shall remain confidential. After award and contract execution, proposals 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 proposal unless clearly identified as such.

1.11. Equal Opportunity Employers
All contractors and subcontractors must be Equal Opportunity Employers. Disadvantaged and minority respondents are encouraged to participate.

1.12. Points of Contact

RFCSP:

Candice Blake, Specialist
Purchasing Division
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903
(325) 657-4219
sapurch@cosatx.us

Project After Award:

Lance Overstreet, Assistant City Engineer
Engineering Services Division
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

2. INSTRUCTIONS

2.1. Restrictions on Communication

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

Exceptions to the Restrictions on Communication with City employees include:

1. Conversations with the current contract holder concerning operations;

2. Private (non-business) contacts with the City by the respondent's employees acting in their personal capacity;

3. Casual social contacts that do not include mention of this RFCSP;

4. Communications at the pre-proposal conference.

5. Written questions concerning this RFCSP to the Purchasing Division up to a week prior to the submission due date. Questions received after the stated deadline will not be answered. It is required that all questions be sent by email to:

   Candice Blake, Purchasing Specialist
   Email: sapurch@cosatx.us

   Please ensure the RFCSP Number and Title are in the Subject Line.

   Respondents must submit their questions using the following format.

   - Respondent's name, requester, and appropriate contact information
   - Clearly state the question
   - Include specific reference to the applicable RFCSP section(s)

6. Questions, if answered, will be posted in the form of an addendum to the City's website at www.cosatx.us.

7. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

8. Upon completion of the evaluation process, respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Communications may resume as usual after the Council date.

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

2.2. Interpretations

All questions about the meaning or intent of this request shall be submitted to Sapurch@cosatx.us in writing. Replies may be issued by addenda. All addenda are posted on the City's website as they are issued. It is the respondent's responsibility to ensure all addenda have been considered prior to submitting an offer.

Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect.

2.3. Submission of Proposal
Each proposal and accompanying data shall be enclosed in a sealed opaque envelope or wrapping, addressed to the City of San Angelo, Texas, marked PROPOSAL ENCLOSED and identified on the outside with the respondent's name and with the proposal number and/or title as stated in this RFCSP. The City will not be responsible for the premature opening of any proposal which is not submitted in a satisfactory proposal envelope or which is not properly addressed and identified.

If the proposal is sent by carrier (Fed Ex, UPS, etc.), the sealed envelope shall be enclosed in the carrier's packaging with the notation "PROPOSAL ENCLOSED" on the face thereof.

Proposals shall be delivered to the designated location prior to the time and date for receipt of proposals indicated in this RFCSP, or the modified time and date indicated by addendum. Proposals received after the time and date for receipt of proposals will not be evaluated.

Respondent shall assume full responsibility for timely delivery at the location designated for receipt of proposals. No respondent may submit more than one offer. Multiple proposals under different names will not be accepted from one firm or association.

The Purchasing Division clock will be the official time for receiving proposals. Proposals submitted after the bid submission deadline will not be opened.

2.4. Modifications – Corrections, Deletions or Additions
No phone, fax, or email changes to proposals will be accepted. Prices cannot be changed after proposals are opened. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to proposal opening.

The City reserves the right to consider any proposal "non-responsive" if the base price is determined to be unreasonable or irresponsible in relation to the other submitted proposals and/or the City's cost estimate.

2.5. Proposal Form
Proposals 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. Proposals 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. Proposals 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 proposal by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principle may be held to be the proposal of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

Proposal forms must be completed in ink. All blank spaces in the proposal form shall be filled. A proposal price shall be indicated for each item and alternative listed therein, or the words "No Proposal", "No Charge", or other appropriate phrase shall be entered. Proposals received without all such items completed may be considered nonresponsive.

The respondent is not required to acknowledge receipt of addenda but shall include all addenda in respondent's response. No alterations in proposals 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 respondent. Failure to consider all addenda prior to submitting a proposal shall be at the risk of the respondent.

2.6. Withdrawal of Proposals
Proposals may be modified or withdrawn by contacting the Purchasing Division and requesting withdrawal any time prior to opening of proposals. Notice must be in writing. Notices by email, fax, or phone will not be accepted.

2.7. Rejection of Proposals
The City reserves the right to reject any and all proposals, and does not bind itself to accept the lowest proposal or any proposal for this work or any part thereof and shall have the right to ask for new proposals for the whole or

parts, should it desire to do so.

Proposals will be rejected if:

- The proposal is not received by the proposal opening deadline.
- The proposal is not executed by a person authorized to enter into a contract for the company.
- The respondent is debarred or suspended from working on federal or other government projects.
- The Proposal Guarantee (Bid Bond) is not submitted or is not in the name of company submitting a proposal.

The City reserves the right to waive any or all informalities, and to reject nonconforming, non-responsive, or conditional proposals.

2.8. Award and Execution of Documents
It is **not** the policy of the City to purchase based on low bids alone. The award of the proposal, if it is awarded, will be to the respondent whose combination.

2.9. Evaluation Criteria
All proposals will be evaluated and scored by an evaluation committee that will score each proposal based upon the following criteria and weighting as detailed below.

- **Cost (80%)**
  Respondent shall provide detailed cost information as outlined in the request. In analyzing proposals, the City may take into consideration alternates and unit prices.

- **Respondents Reputation for Products/Services (10%)**
  Respondent shall provide a list of references for similar projects, including the identification of the owner and contact information, a description of the project, and any relevant information regarding the similarities of past project not otherwise readily apparent. (All references shall be for work completed in the last five (5) years). Additionally, respondent should identify whether any projects identified herein resulted in claims, litigation, or arbitration.

- **Past Relationship with the City of San Angelo (5%)**
  Respondent shall provide a list of references for similar projects completed for the City of San Angelo, including a description of the project, and any relevant information regarding the similarities of past project not otherwise readily apparent. (All references shall be for work completed in the last five (5) years).

- **Experience with Projects in the City Of San Angelo Area (within 150 mile Radius) (5%)**
  Respondent shall provide a list of references for similar projects completed in the general area of City of San Angelo, including a description of the project, owner contact information, and any relevant information regarding the similarities of past project not otherwise readily apparent. (All references shall be for work completed in the last five (5) years).

2.10. Selection Process

1. The City will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening.

2. The City may invite the highest ranked respondent(s) for an interview with members of the City at the applicants' own expense. The City shall not incur any costs for applicant preparation and/or submittal of submission.

3. Should an interview be requested, respondents should be prepared for up to 30 minutes of presentation and 30 minutes of questions and answers.

4. The City reserves the right to revise the request and then request "Best and Final Offers" from the top candidates following the initial evaluation.

5. The City then will select the proposal that offers the best value based on the published selection criteria

and its ranking evaluation.

6. Following the selection, the contract negotiation process begins and the City will negotiate first with the highest ranked offer. 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 by the City and the respondent, a final contract may still be negotiated and agreed upon based on the original response to the RFCSP. If the two parties are unable to reach a final agreement, the City will inform that respondent in writing that negotiations are ended.

7. The City may then negotiate with the next ranked respondent. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

2.11. Proposal/Bid Security
Each proposal must be accompanied by a security bond, certified or cashier's check (on a solvent bank in the State of Texas), drawn to the order of the City in the sum of not less than five percent (5%) of the total amount of the proposal. The security bond must be executed by a surety meeting the requirements set forth in the Owner's Construction General Conditions and in the name of the prime contractor. The bond shall be made payable without condition to the City of San Angelo, Texas. Bid security must be in the name of the company submitting the proposal. Bid securities will be deposited within 24-hours of proposal/bid submission and a new check from the City will be issued to unsuccessful Bidders within thirty (30) business days of the City Council award of bid.

2.12. Security Forfeiture
Failure of the selected respondent to deliver the required contract documents, including the required performance and/or payment bonds and insurance, within thirty (30) days of the Notice of Award to the selected respondent shall be just cause for the City to annul the award and declare the bid and any guarantee thereof forfeited, not as a penalty, but as liquidation of damages to the City.

2.13. Return of Security
The security of the successful respondent will be retained until he has executed the contract agreement and furnished the required bonds and insurance, whereupon bid security will be returned. The security of any respondent whom City believes to have a reasonable chance of receiving the award may be retained by City until the day after the required documents are delivered by the selected respondent to City but not to exceed ninety (90) days after the proposal opening. Bid security by other respondents will be returned within thirty (30) days of the proposal opening.

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 Owner's Construction General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against City or the selected respondent in connection with the work shall be paid by the respondent. The proposal 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 respondent shall thoroughly examine and be familiar with this document, specifications, etc. The submission of a proposal shall constitute an acknowledgment that the respondent has thoroughly examined and is familiar with the contract documents. The failure or neglect of a respondent to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his proposal 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 respondent as a result of conditions pertaining to the work.

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

2.18. 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 respondent as information available at the time. The accuracy of this information is not guaranteed and the respondent is fully and solely responsible to verify pertinent information prior to proposal time. Use of the information provided in no way relieves the respondent or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

2.19. Soils Testing Specifications
The respondent will be allowed to conduct soils investigations within the alignment of the proposed project as they can be coordinated with the City and appropriate landowners during the proposal preparation phase. All such investigations must be coordinated through the City.

2.20. Subcontractors and Suppliers
All proposals must include a list of proposed subcontractors and suppliers on the form included in the proposal submission form section. **Respondents are strongly encouraged to explore utilizing area subcontractors and suppliers.**

When requested by the City, within 24 hours of proposal opening, the apparent low respondent, and any other respondent so requested, shall submit a list of all subcontractors he expects to use in the work.

2.20.1. 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 respondent will submit to the City 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 will notify the successful respondent in writing if there is objection to any subcontractor, person, or organization on such list.

If the apparent low respondent declines to make any such substitution, the contract shall not be awarded to such respondent, but his declining to make any such substitution will not constitute grounds for sacrificing his bid security. Additional requirements for subcontractors are contained within the Owner's Construction General Conditions, of this document.

The failure of the City 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 a subcontractor, person or organization shall not: (1) constitute a waiver of any right of the City 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 respondent'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 registers objection to and refuses to accept a subcontractor, person, or organization list the successful respondent may either (1) submit an acceptable substitute without an increase in his proposal price or (2) withdraw his proposal. If the City raises objection to a subcontractor, person, or organization after the execution and delivery of the agreement, the respondent will submit an acceptable substitute and the contract price shall be increased or decreased by the reasonable difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. In the event that prior objection is raised as described above, but the respondent fails to submit an acceptable substitute prior to execution and delivery of the agreement, no increase in contract price shall be allowed.

2.20.2. Suppliers
The list of subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the respondent expects to use in the work.

2.21. Copies of Contract Documents
The selected respondent to whom a contract is awarded will be furnished, without cost to it, 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 for a fee.

2.22. Performance and Payment Bond
Having satisfied all conditions of award as set forth elsewhere in these documents, the successful respondent shall furnish bond(s) each in a penal sum of at least the full amount of the contract as awarded in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the selected respondent may become legally indebted for labor, materials, tools, equipment, or service, of any nature, employed or used by it in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract and be in the name of the prime contractor.

On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful respondent to supply the required bonds within thirty (30) days after the prescribed forms are presented for signature, or within such extended period as the City may grant based upon reasons determined adequate by the City, shall constitute a default, and the City may either award the contract to the next responsible respondent or re-advertise for bids or proposals, and may charge against the respondent the difference between the amount of the award and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the proposal guarantee.

Performance and Payment Bonds shall be delivered to the City's Risk Manager.

2.23. Waiver of Performance and Payment Bonds
Performance and Payment Bonds may be waived under the following circumstances:

The City may elect, at their option, to waive Payment Bonds if the contract sum is less than fifty-thousand ($50,000.00) dollars.

The City may elect, at their option, to waive Performance Bonds if the contract sum is one-hundred thousand ($100,000.00) dollars or less.

2.24. Quantities are Approximate
The quantities named in the proposal are approximate only, but these are to be used as a basis for the comparison of proposals and to determine the amount of the bonds. However, if a unit price appears to the City to be unbalanced to such an extent that changes in actual quantities required under the contract might result in contract price adjustments which would increase payments to the selected respondent excessively, then the City may take such a condition under consideration in awarding the contract.

2.25. Employment Requirements and Wage Rates

2.25.1. 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.

2.25.2. 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 the City.

Certified Payrolls are to be submitted to the City's representative weekly.

2.25.3. Penalty
If the selected respondent or any subcontractor fails to comply with the prevailing wage law, it shall forfeit to the City 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.

2.25.4. Hours of Labor
The selected respondent shall comply with all requirements of the hours of work on public works defined by Texas Government Code §650.001, including the latest amendments thereto, as an eight (8) hour work day. Violation of this provision is punishable by fine and imprisonment pursuant to §650.003 of the Texas Government Code.

2.25.5. 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.

2.25.6. 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 State Department of Labor is required to maintain a prevailing Wage and Hour Decision for each 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
CEMENT MASON/CONCRETE 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.

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

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

3. GENERAL NOTES

The general notes listed herein are grouped by general category or work, but are applicable to all items of work for the entire project.

As referred to herein, the City refers to the City of San Angelo, the Engineer, and/or any of their designated representatives.

The total bid submitted shall be the total compensation provided to the contractor for the work to be performed in this contract. Any work provided for herein and not paid for directly shall be considered subsidiary to the various bid items of the contract and no direct payment shall be made.

The contractor shall be required to maintain all areas throughout the duration of the project. All required maintenance of the completed work shall be the contractor's responsibility and shall be considered a part of this contract and at the contractor's expense until final acceptance by the City.

The contractor shall submit in writing for approval the procedure to be used for handling public claims and complaints including the time frame in which the contractor will respond to complaints.

Prior to beginning work, the contractor shall supply a toll free number of the insurance company or contractor's person responsible for processing complaints and claims.

Signs, markings, delineators, and signals conform to details shown on the plans, the MUTCD, the Complaint Work Zone Traffic Control Device List (CWZTCDL), the TXDOT's Standards Sheets, "Standard Highway Signs Designs for Texas" and "Sign Crew Field Book." These publications are available from TXDOT's Traffic Operations Division.

Locate the project bulletin board at an approved location within the project limits such as at a field office, staging area, or stockpile, and make accessible to the public at all times. Do not remove the bulletin board from the project until approved. If a construction site notice is required for the project, post a copy at each geographically separated work location.

All motor vehicle equipment having an obstructed view to the rear shall have a reverse signal alarm audible above the surrounding noise level.

3.1. Contract Time, Prosecution, and Progress

The Sealcoat Season shall be from May 15 to August 15 of Project Year to complete Paving Operations.

The dates of Paving Operations and dates of full Project completion may differ. The contractor shall have from May 15 to August 15 to complete paving operations and ninety (90) calendar days to complete the Project. Project tasks other than paving operations may be completed after August 15. For each calendar day paving operations remain incomplete after August 15 and/or each calendar day other Project tasks remain after ninety (90) calendar days, an amount of one thousand fifteen dollars and five cents ($1,015.05) per calendar day shall be assessed to the contractor and deducted from the monies due or to become due the contractor, not as a penalty, but as liquidated damages. Work on Sundays and the six legal holidays: January 1st, the last Monday in May, July 4th, the first Monday in September, the fourth Thursday in November and December 25th will not be permitted.

The contractor shall not conduct any operations or perform any work pertaining to the project before sunrise and thirty (30) minutes before sunset.

Do not apply asphalt later than one (1) hour before sunset unless otherwise approved.

The contractor shall notify the Engineer at lease forty-eight (48) hours prior to commencement of work.

3.2. Measurement

The Contractor shall provide the City with the calibration test results from the distributor machine prior to commencement of work.

Asphalt material will be measured at the applied temperature by strapping the tank before and after road application and determining the net volume in gallons from the distributor's calibrated strap stick. The quantity to be measured for payment will be the number of gallons used, as directed, in the accepted surface treatment.

Aggregate will be measured by the cubic yard in the trucks applied on the road. The Engineer may require loaded aggregate to be struck off for accurate measurement. Unless otherwise authorized, use trucks of uniform capacity to deliver the aggregate. Provide documentation showing measurements and calculation in cubic yards. Clearly mark the calibrated level.

3.3. Payment

The City will pay the contractor monthly based upon the work performed the previous month. The amount due the contractor for that month will be negotiated between the contractor and the City. In the event of a dispute, the City's estimate shall be final. From the amount due each month, the City will retain five percent (5%) until satisfactory completion of the entire work. The five percent (5%) retainage will be paid to the contractor as a final payment, thirty (30) days after all work has been completed and accepted by the City Engineer.

With prior approval of the City, payment will be made for material on hand, provided the material is stored on the project or at an approved location in a manner acceptable to the City. Payment will be made with the next monthly estimate payment, provided the contractor presents a true and valid paid receipt acceptable to the City for the material.

3.4. Quantities

The contractor shall satisfy himself that all quantities of material and work, whether paid for directly or considered subsidiary to the work, are adequate for completion of the work prior to bid submittal. The contractor shall visit the site and become familiar with the location and the work to be performed under this contract. The contractor shall verify both the quantities of materials and work in the plans and in the bidding documents. Submittal of a bid shall be considered proof that the contractor has complied with this item and all items contained herein. Any discrepancies found in the construction plans and/or construction specifications shall be called to the attention of the Engineer prior to bid submittal.

The contractor shall perform a quantity calculation from the construction plans to verify those quantities are in agreement with those contained in the Bid Estimate. Quantity disagreement shall not be a basis for a dispute or claim before, during, or after construction.

3.5. Surface Treatments

All materials shall be of the type(s) and grades(s) shown and shall conform to the pertinent material requirements of the following items as referenced in the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest revision.

The City may accept a bid with a Type-PB Grade-4 SAC A or from other pre-approved sources or materials.

All surface treatments shall conform to TxDOT Item 316, "Surface Treatments."

Asphalts shall conform to TxDOT Item 300, "Asphalts, Oils, and Emulsions."

Aggregates shall conform to TxDOT Item 302, "Aggregate for Surface Treatments."

The contractor shall prepare work areas by removing all vegetation from the pavement surface, removing existing raised pavement markers, and any other debris on the pavement surface. The contractor shall sweep the pavement surface no sooner than 3 days before sealcoating to remove dirt, dust, or other deleterious matter. All material shall be removed from the site completely and shall not be placed, even temporarily, on curbs, yards, right-of-ways or other areas. This work will not be paid for directly, but shall be subsidiary to the various bid items of the contract. All materials removed from the project are the property of the contractor.

The contractor shall protect existing manholes and valve boxes by placing paper with aggregate and a temporary raised pavement marker to mark the location of the manhole or valve box for removal of paper after sealcoating operations. This work will not be paid for directly, but shall be subsidiary to the various bid items of the contract.

Cover or protect the following, as applicable: railings, bridge joints, utility covers, railroad crossings, and exposed concrete such as curbs, bridge approach slabs, bridge decks, sidewalks, and concrete pavement.

Do not place wet aggregate.
Use medium pneumatic rollers that meet the requirements of Item 201, "Rolling." If trap rock aggregate is used, the Engineer may require steel wheel rollers.

Provide a minimum of four (4) rollers

If the Engineer sees a problem with uneven application rates from the asphalt nozzles, the Traverse Distribution Test, Tex-922-K, Part III may be performed and witnessed by the Engineer.

Furnish similar color aggregate from a common source for individual roadways.

The contractor shall stockpile materials at the location shown on the plans or as approved by the Engineer. Locate stockpile site a minimum of 30 feet from the roadway unless otherwise authorized. Place stockpiles in a manner that will not interfere with traffic or sight distance. Keep stockpile clear of debris and vegetative growth. The contractor shall remove any remaining aggregate from stockpile locations within 30 days of final acceptance of the project. Any aggregate left past 30 days will become City property.

The asphalt rate shall vary between 0.34 - 0.38 GAL/SY, with an estimated rock rate of 110 SY/CY, but each of these rates may vary as directed by the Engineer.

Furnish aggregate from the same source unless otherwise approved.

All locations are a single course application unless otherwise noted.

Paper or other approved material shall be used to prevent overlapping of traverse joints.

The contractor shall maintain the surface until the work is accepted by the City. Lack of uniformity, such as spots where coverage is not complete, shall be corrected by hand spotting or other approved method. All fat or bleeding surfaces shall be covered with approved material in such a manner that the asphaltic material will not adhere to or be picked up by the tires of vehicles. Upon notification, the contractor shall make repairs within 10 days. These repairs include, but are not limited to patches and repair of bleeding areas. If these corrections are not completed in that time, all other work will cease, but time charges will continue as directed.

3.6. Street Sweeping
The contractor shall sweep paved areas one week and again one month after paving. The contractor shall remove excess or loose aggregate from paved areas, driveways, and sidewalks acceptable to the Engineer. Street sweeping operations shall not in any way adversely affect the finished paved surface and will not be paid for directly but will be subsidiary to Item 316.

3.7. Traffic Control Plan
The contractor shall maintain temporary traffic control measures throughout the project that are constantly in full compliance with the current version of the Texas Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall use the provided traffic control plans OR provide a MUTCD compliant engineered traffic control plan to the Engineer and be approved by the Engineer before any work commences.

All street segments and intersecting streets shall have project barricades in compliance with TxDOT's latest version of "Barricade and Construction General Notes and Requirements" in place before work begins. The contractor shall utilize TxDOT's latest standard traffic control plan sheets during paving operations.

The City may order all work stopped if the contractor fails to comply with the traffic control plan.

The contractor shall maintain two-way traffic at all times during construction. When paving operations require a lane closure the contractor shall provide cones, vertical panels, drums, signs, flaggers, and flashing arrow panels to route traffic. If two-way traffic operations are not practical, the contractor shall utilize a pilot car operation.

Flaggers are required at all intersections.

Provide flaggers at such times and locations as directed to ensure the safe passage of traffic through construction areas. When flaggers are used to control traffic, furnish and install signs CW200-7 "FLAGGER SYMBOL", CW20-7aD "FLAGGER AHEAD", and CW3-4"BE PREPARED TO STOP". Flaggers shall use 24 in. STOP/SLOW paddles.
Remove Type III barricades and plastic drums upon depletion of a stockpile. At Contractor's option, place these items in an area away from traffic at least thirty (30) feet.

Omit advanced warning signs, furnish, and install reduced size signs CW20-1 "ROAD WORK AHEAD" mounted back to back with reduced size signs G20-2 "END ROAD WORK" signs at intersecting city streets.

The contractor shall follow TxDOT's Mobile Operations Standard Traffic Control Plan Sheets for removing existing raised pavement markers, placing work zone pavement markers, removing work zone pavement markers, striping operations, and placing raised pavement markers.

The contractor shall make every effort to allow property owners and businesses access at all times.

The contractor shall notify all adjacent property owners and businesses of lane closures, street closures, and of a proposed construction schedule before any paving operations begin.

The contractor shall be responsible for providing safe access for the delivery of mail by the U.S. Postal Service.

The contractor shall inspect and correct traffic control deficiencies each day throughout the duration of the contract.

The contractor shall provide the contract information of at least one employee on call nights and weekends (or any other time that work is not in progress) for maintenance of signs and traffic control devices.

Signs shall be removed once all pavement markings are in place.

3.8. Work Zone Pavement Markings
All pavement markings shall conform to TxDOT Item 662, "Work Zone Pavement Markings."

Use temporary flexible-reflective roadway marker tabs to delineate stop bars, crosswalks, symbols, or words.

Use temporary flexible-reflective roadway marker tab configuration shown on Standard Sheet TCP(7-1) for conventional roadways.

The contractor will be responsible for the removal of the temporary flexible-reflective roadway markers once the thermoplastic striping has been completed.

Payment for work zone pavement markings shall be subsidiary.

3.9. Construction Inspections
Construction inspection shall be at the discretion of the City within the requirements of the City. The contractor shall keep the entire project site accessible to the City and any other governmental entity that may exercise regulatory control of the project or any portion of the work.

3.10. Protection of Work
The contractor shall protect all areas, whether within or outside of the actual limits of construction. The contractor shall restore all disturbed areas to a condition as good as, or better than, that present prior to the construction. The City shall be the sole judge as to the acceptability of the restoration.

Construction vehicles and equipment shall be limited to the areas to which work is to be performed. Any areas outside of the work area that has experienced damage (such as trees, or loss of vegetative cover) from the construction, storage of equipment and/or materials, or any other process associated with construction, shall be repaired by the contractor at his sole expense to the satisfaction of the City.

Any damage created by any equipment or any other means on the project or on adjacent properties and/or streets and roads shall be repaired to the City's satisfaction at the contractor's sole expense.

The contractor shall not cut or trim trees without consent of the City.

3.11. Thermoplastic Pavement Striping and Raised Pavement Markers
All materials shall be of the types(s) and width(s) shown and shall conform to the pertinent material requirements of the following items as referenced in the TxDOT Standards Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest revision.

All pavement markings shall conform to TxDOT Item 666, "Reflectorized Pavement Markings."

All pavement markings shall conform to TxDOT Item 668, "Prefabricated Pavement Markings."

All pavement markings shall conform to TxDOT Item 672, "Raised Pavement Markers."

The final longitudinal striping shall be 120 mil (0.120") thick hot-sprayed thermoplastic placed over the temporary striping, if temporary striping is used, or to follow the temporary reflective-flexible roadway tabs 14 to 30 calendar days after the completion of the final pavement surfacing, or as directed by the project engineer. All other pavement markings shall be applied at the same time. Temporary striping shall be water-based paint.

All final transverse pavement markings shall be 120 mil (0.120") thick hot-sprayed thermoplastic. All pavement arrows and other symbols shall be hot-sprayed thermoplastic with templates or prefabricated thermoplastic applications unless otherwise approved by the project engineer.

Prior to installation of the final pavement surface, the contractor must remove/obliterate all existing raised pavement markings (RPMS) in the work area in accordance with the City of San Angelo Standards and Specifications Items 900 and 901. All mechanical removal methods and sealing of pavement markings on concrete surfaces shall be subsidiary to the placement of pavement markings and markers.

All RPMS shall be installed so that the reflective face of each marker is facing the direction of traffic and is perpendicular to the direction of traffic flow. Type C pavement markers shall be installed so that the cleat face of each marker is facing the approaching traffic and perpendicular to the direction of traffic. All pavement markers shall be installed in accordance to TxDOT standards sheets PM (1)-12, PM (2)-12, and PM (3)-12.

Any grinding of existing pavement markings and pavement markings sealer on concrete pavement shall be subsidiary to the pavement markings operations.

3.12. Storm Water Pollution Prevention Plan
The contractor shall be responsible for establishing a Storm Water Pollution Prevention Plan (SWPPP) and complying with the requirements thereof for the project.

The contractor is responsible for providing erosion and sediment control BMP's to prevent sediment from reaching paved areas, storm sewers systems, drainage courses, and adjacent properties. In the event the prevention measures are not effective, the contractor shall remove all debris, silt or mud and restore the right-of-way or original properties to a condition as good as, or better than, that present prior.

3.13. Materials Testing
The contractor shall provide test reports showing that all aggregate meets the requirements of TxDOT Item 302, "Aggregate for Surface Treatments."

The contractor shall provide a manifest for each asphalt load delivered to the project.

The City may perform additional testing for quality control.

4. ATTACHMENTS

A. **City of San Angelo Owner's Construction General Conditions** (effective March 19, 2015)

B. **Standard Technical Specifications** - Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Adopted by the Texas Department of Transportation on November 1, 2014, Available at ftp://ftp.dot.state.tx.us/pub/txdot-info/des/spec-book-1114.pdf

C. **Maps/Planned Street Drawings**

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

5. NO BID REPLY

For ES-08-17 / 2017 Annual Sealcoat Project

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.

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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!

6. SUBMISSION FORMS

Copies

Submit: One (1) unbound original (binder clips acceptable, three (3) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFP forms.

Please submit all forms in the following order:

- ☐ Price Proposal Form
- ☐ Contact Information Form (IRS Form W-9)
- ☐ Bid Security (based on base bid price)
- ☐ Addendum Acknowledgment Form
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ Vendor Reciprocity with Non-Resident Bidders
- ☐ City References List
- ☐ Local Area References List
- ☐ List of Proposed Subcontractors/Suppliers
- ☐ Draft Contract

*At 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, 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 proposal.

Submit all forms beyond this point.

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

Price Proposal

_____
Company Name

RFCSP: ES-08-17/2017 Annual Sealcoat Project

Pursuant to the Foregoing Notice to Respondents, the undersigned respondent hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which he Proposals, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute an agreement and bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to-wit:

BASE BID

No	Item Description		Units	Est Qty	Unit Price	Extended
1	316 2125	AGGR(TY-PB GR-4 SAC-A)	CY	7,832		
2	316 6017	ASPH (AC-20-5TR)	GAL	310,145		
3	662 2113	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1,000	NA	NA
4	662 2114	WK ZN PAV MRK SHT TERM (TAB) TY Y	EA	1,500	NA	NA
5	666 2002	REFL PAV MRK TY I (W) 4" (BRK) (120MIL)	LF	5,710		
6	666 2035	REFL PAV MRK TY I (W) 8" (SLD) (120MIL)	LF	850		
7	666 2096	REFL PAV MRK TY I (W) (WORD 'ONLY') (120MIL)	EA	1		
8	666 2104	REFL PAV MRK TY I (Y) 4" (BRK) (120MIL)	LF	2,335		
9	666 2110	REFL PAV MRK TY I (Y) 4" (SLD) (120MIL)	LF	20,235		
10	666 6042	REFL PAV MRK TY I (W) 12" (SLD) (120MIL)	LF	895		
11	666 6045	REFL PAV MRK TY I (W) 18" (SLD) (120MIL)	LF	440		
12	666 6048	REFL PAV MRK TY I (W) 24" (SLD) (120MIL)	LF	500		
13	666 6054	REFL PAV MRK TY I (W) (ARROW) (120MIL)	EA	13		
14	666 6057	REFL PAV MRK TY I (W) (DBL ARROW) (120MIL)	EA	2		
15	672 2012	REFL PAV MRKR TY I-C	EA	300		
16	672 2015	REFL PAV MRKR TY II-A-A	EA	550		
17	500 2001	Mobilization	LS	1		
18	502 2001	Barricades, Signs And Traffic Handling	MO	3		
19	Contingency					75,000
					Total	

In the case of a pricing discrepancy, the Unit Price will prevail.

BASE BID

Street Sealcoating and Pavement Markings

_____ Dollars and _____Cents

TOTAL BASE PRICE $ _____

Alternate 1

No	Item Description		Units	Est Qty	Unit Price	Extended
1	316 2125	AGGR(TY-PB GR-4 SAC-A)	CY	725		
2	316 6017	ASPH (AC-20-5TR)	GAL	28,679		
					Total	

ALTERNATE 1

Street Sealcoating

_____ Dollars and _____Cents

TOTAL BASE PRICE $ _____

Alternate 2

No	Item Description		Units	Est Qty	Unit Price	Extended
1	316 2125	AGGR(TY-PB GR-4 SAC-A)	CY	1,234		
2	316 6017	ASPH (AC-20-5TR)	GAL	48,851		
3	666 2002	REFL PAV MRK TY I (W) 4" (BRK) (120MIL)	LF	490		
4	666 6042	REFL PAV MRK TY I (W) 12" (SLD) (120MIL)	LF	96		
5	672 2015	REFL PAV MRKR TY II-A-A	EA	50		
					Total	

ALTERNATE 2

Street Sealcoating

_____ Dollars and _____Cents

TOTAL BASE PRICE $ _____

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Unit quantities may be adjusted to determine final contract amount. Funding availability may also determine final contract amount.

Work zone temporary flexible, reflective roadway marker tabs (Tabs) will be subsidiary to the total bid amount.

A Performance Bond and Payment Bond will be required based on the Total Base Bid. If Alternate Bids are awarded, bonds will be required based on those amounts too.

Liquidated Damages
Timely completion of this project is necessary to prevent delays in street reconstruction project(s) and to minimize project impact to the public.

Should the Contractor not complete the work at a permitted site within the required time period, the Owner may, at its

option, assess a $815.05 per day delinquent charge against the Contractor, until such time as work at the site is complete. Estimated Completion Time is 90 Calendar Days.

Reservation
Bidder understands the Owner/Agent reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner/Agent and conforms to State and local laws and ordinances pertaining to the letting of construction contracts.

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

Contact Information Form

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Print Name: _____ Date: _____

Tax ID (attach IRS W-9): _____

Telephone: _____ FAX: _____

Email: _____

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

Addendum Acknowledgement

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

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

Addendum No. 3 dated _____ Received _____

Please Print

_____
Company Name

_____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City, State Zip Code

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

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 05/16/17)

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: Brenda Gunter, Mayor

Councilmembers:
Tommy Hiebert, SMD 1
Tom Thompson, 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:

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

Executive Director: Roland Peña

CITY OF SAN ANGELO
PURCHASING DIVISION
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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.**

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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

A complete copy of Chapter 176 of the Local Governmetn 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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

Business Name _____

_____
Date

By: _____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

CITY OF SAN ANGELO
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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.

CITY OF SAN ANGELO
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Vendor Compliance with Reciprocity on Non-Resident Bidders

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder 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 bidder is a respondent 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 bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident respondents to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident Bidders in _____(give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

   Non-resident Bidders in _____(give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas: _____.

RESPONDENT:

(Please print)

_____
Company Name

_____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City, State Zip Code

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City References

_____
Company Name

List five (5) similar projects that your company has completed **for the City of San Angelo.** All references shall be for work completed in the last five (5) years.

Reference One

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Four

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Local Area References

_____
Company Name

List five (5) similar projects that your company has completed **within 150 miles of the City** (but not in the **City of San Angelo**). References should be of similar size and scope of work to this proposal. All references shall be for work completed in the last five (5) years.

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: _____

Reference Five

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

CITY OF SAN ANGELO
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List of Proposed Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. **Respondents are strongly encouraged to explore utilizing area subcontractors and suppliers**. Make as many copies of this form as necessary to cover all categories of work.

Category of Work: **GENERAL CONTRACTOR** % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

Percentages should total to 100%

CITY OF SAN ANGELO
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Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

_____ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

_____
Signature Date

CONTRACT FOR 2017 SEALCOATING PROGRAM
BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
AND

_____

RFCSP No. ES-08-17

This contract for 2016 Sealcoating Program ("Contract") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____ _____., a Texas _____ ("Contractor"), effective as of the _____ day of _____, 2017

RECITALS:

A. City has issued a Request for Competitive Sealed Proposals, RFCSP No. ES-08-17, for construction of a sealcoat surface treatment composed of an application of asphaltic material and aggregate constructed on existing pavement surfaces within the City of San Angelo city limits as specified in the RFCSP No. ES-08-17 and contract documents ("Work).

B. Contractor's proposal in response to the RFCSP No. ES-08-17, has been selected as the most qualified proposal for the provision of the Work.

C. On _____, 2017, the City Council of City of San Angelo, approved the selection of Contractor and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Contractor and City 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.

2. STATEMENT OF WORK:

A. (1) Contractor shall be responsible for completing Work described in RFCSP No. ES-08-17, Sealcoat Program for the construction of a sealcoat surface treatment composed of an application of asphaltic material & aggregate constructed on existing pavement surfaces within the City of San Angelo city limits. The estimated sealcoating for this project is approximately 861,419 square yards

in the base bid. Alternate #1 consists of sealcoating an estimated 79,663 square yards. Alternative #2 consists of sealcoating an estimated 135,696 square yards. Maps for the base bid and two alternates are included in this bid packet (hereinafter together referred to as the "Work").

(2) The project will also include, but is not limited to: thermo-plastic pavement markings and raised pavement markings. This project is to be completed after the finalized 1 month sweeping of the sealcoat application throughout San Angelo, Texas. All items within this contract shall be in accordance with the 2014 Texas Standard Specifications Manual. The intent of the project is to clearly mark designated roadways throughout San Angelo with pavement markings, adding safety and consistency for all users. Pavement markings in this contract are quantified to replace existing markings that were obliterated by the sealcoat application. These design items shall include but are not limited to:

1.) TY I REFLECTIVE PAVEMENT MARKERS
2.) PAVEMENT SEALER
3.) TY II REFLECTIVE PAVEMENT MARKERS

B. Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, replacement and installation; and all other Work specified in the technical specification documents and drawings included with the Contract Documents incorporated herein by reference in Section 7. of this Contract and in accordance with the terms and conditions set forth herein and within those Contract Documents.

3. TIME OF PERFORMANCE: Contractor agrees to substantially complete Work within ninety (90) consecutive calendar 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. Contractor agrees that any extension of the Contract Time agreed to shall not be effective or of any force or effect until and unless in writing, signed by the City Engineer.

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) is, and that Contractor shall pay City as liquidated damages, the sum of _EIGHT HUNDRED FIFTEEN AND NO/100 DOLLARS, ($815.05) for each calendar day that expires after the time specified in Section 3., or extension thereof as provided 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 base price of ($_____ _____); and as applicable (a) Alternate 1 Bid, _____ ($_____ _____); and (b) Alternate 2 Bid, _____ ($_____ _____), 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 PROCEDURE: Contractor shall submit Applications for Payment in accordance with the Owner's Construction General Conditions as shown in Contract Documents and City shall process the Applications for Payment in accordance with the Owner's Construction General Conditions, and Chapter 2251 of the Texas Government Code except that progress payments and the final payment under this Contract shall be made as set forth below:

A. Progress Payments. City shall make progress payments of the Contract Price on the basis of Contractor's Application for Payment on or about the thirtieth (30th) day after submittal of the Application for Payment each month as provided below. All progress payments shall be based upon the progress of Work measured as provided for in the Owner's Construction General Conditions. Contractor shall subdivide Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Partial payment retainage shall not exceed five percent (5%) of the total price. Upon approval of the value by City, it shall be incorporated into the form of a Partial Payment Estimate furnished by Contractor.

B. Final Payment. Upon completion and acceptance of Work by City in accordance with the Owner's Construction General Conditions, City shall pay the remainder of the Contract Price.

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

- Request for Competitive Sealed Proposal No. ES-08-17, "2017 Street Sealcoating Program", and "2017 Sealcoat Plans" and Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, Adopted November 1, 2014, collectively **Exhibit "A"**, attached hereto and made a part hereof.
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP No. ES-08-17, and as of the time this Contract is entered into by Contractor and City.
- City of San Angelo Owner's Construction General Conditions (**Attachment 1** hereto) made a part hereof for all purposes as if fully set forth herein and referred to in this Contract as "General Conditions".
- Contractor's Competitive Sealed Proposal, **Exhibit "B"**, attached and made a part hereof.

The terms, provisions, specifications and conditions of RFCSP No. ES-08-17; **Exhibit "A"**; any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP; and City of San Angelo Owner's Construction General Conditions, **Attachment 1**, shall prevail over any conflicting term, provision, specification or condition in Contractor's Competitive Sealed Proposal, **Exhibit "B"**.

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 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, if applicable. 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, commission, 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 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. Notwithstanding any provision to the contrary in this Contract or the Contract Documents, 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 Owner's Construction General Conditions of the Contract shall be held for resolution until the Work has been substantially completed. The Contractor shall make a written request for resolution of the dispute (the "Request") to the City's designated official (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 the 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 this Contract in accordance with the provisions contained in the Owner's Construction General Conditions, to include but not be 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 its Work under this 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 its Work under this 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. <u>INSURANCE</u>:

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 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 Services 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.

C. Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City 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.

18. <u>INDEMNIFICATION</u>:

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 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 Indemnities, 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.

B. 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 could be asserted in regard to any acts or omissions of Contractor in performing under this Contract.

C. 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 contracts between City and Contractor.

19. *(Intentionally left blank)*

20. **<u>INDEPENDENT CONTRACTOR</u>:** 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 Services 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. **<u>NONDISCRIMINATION</u>:** 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.

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

26. NOTICES AND REQUIRED NOTICE OF BREACH: Communication and details concerning this Contract shall be directed to the following representatives:

CITY:	**CONTRACTOR:**
City of San Angelo	_____
Office of the City Engineer	
Attn: Russell Pehl	Attn: _____
72 W. College Ave.	_____
San Angelo, Texas 76903	_____

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 to 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 this 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 contracts and understandings between the parties. If any provision of this Contract, the Owner's Construction 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.

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 rest exclusively in the state district court(s) located 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. Validity of Contract Terms: 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 applicable law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such law, 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 this 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.

29. ENTIRE CONTRACT: This Contract constitutes the sole and entire Contract 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 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 City of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the City.

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

CONTRACTOR:

_____

BY:_____

_____
(Print Name and Position with Company)

EMAIL: _____

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
Bryan Kendrick, City Clerk

(SEAL)

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

CONTRACT FOR PROJECT
BETWEEN
CITY OF SAN ANGELO AND

_____

RFCSP No. ES-08-17
CITY OFFICIAL APPROVALS

APPROVED AS TO CONTENT:

_____
Julia Antilley, Purchasing Manager

APPROVED AS TO INSURANCE:

_____
Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

_____
Russell Pehl, City Engineer

APPROVED AS TO FORM:

_____
Dan T. Saluri, Deputy City Attorney

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

EXHIBIT "A"

CONTRACT FOR 2017 SEALCOATING PROGRAM

REQUEST FOR COMPETITIVE SEALED PROPOSALS RFCSP ES-08-17
2017 SEALCOAT PLANS
and
TEXAS DOT STANDARD SPECIFICATIONS FOR CONSTRUCTION
AND MAINTENANCE OF HIGHWAYS, ADOPTED NOVEMBER 1, 2014

(Following pages)

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

EXHIBIT "B"

CONTRACT FOR 2017 SEALCOATING PROGRAM

RFCSP ES-08-17
CONTRACTOR'S COMPETITIVE SEALED PROPOSAL

(Following pages)

EXHIBIT "C"

CONTRACT FOR 2017 SEALCOATING PROGRAM

SPECIAL INSURANCE RIDER

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. 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 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 Subcontractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-Subcontractors to furnish copies of certificates of insurance to City's Risk Manager evidencing coverage for each Subcontractor and Sub-Subcontractor.

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 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 (2) 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 Limits**

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.

Attachment 1

OWNER'S CONSTRUCTION GENERAL CONDITIONS

(Following pages)

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

Price Proposal

Fugway Inc.
Company Name

RFCSP: ES-08-17/2017 Annual Sealcoat Project

Pursuant to the Foregoing Notice to Respondents, the undersigned respondent hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which he Proposals, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute an agreement and bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to-wit:

BASE BID

No	Item Description		Units	Est Qty	Unit Price	Extended
1	316 2125	AGGR(TY-PB GR-4 SAC-A) or SAC-B (circle one)	CY	7,832	131.40	1,029,124.80
2	316 6017	ASPH (AC-20-5TR)	GAL	310,145	3.46	1,073,101.70
3	662 2113	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1,000	NA	NA
4	662 2114	WK ZN PAV MRK SHT TERM (TAB) TY Y	EA	1,500	NA	NA
5	666 2002	REFL PAV MRK TY I (W) 4" (BRK) (120MIL)	LF	5,710	1.00	5,710.00
6	666 2035	REFL PAV MRK TY I (W) 8" (SLD) (120MIL)	LF	850	1.00	850.00
7	666 2096	REFL PAV MRK TY I (W) (WORD 'ONLY') (120MIL)	EA	1	250.00	250.00
8	666 2104	REFL PAV MRK TY I (Y) 4" (BRK) (120MIL)	LF	2,335	1.00	2335.00
9	666 2110	REFL PAV MRK TY I (Y) 4" (SLD) (120MIL)	LF	20,235	1.00	20,235.00
10	666 6042	REFL PAV MRK TY I (W) 12" (SLD) (120MIL)	LF	895	4.00	3580.00
11	666 6045	REFL PAV MRK TY I (W) 18" (SLD) (120MIL)	LF	440	10.00	4400.00
12	666 6048	REFL PAV MRK TY I (W) 24" (SLD) (120MIL)	LF	500	17.00	8500.00
13	666 6054	REFL PAV MRK TY I (W) (ARROW) (120MIL)	EA	13	190.00	2470.00
14	666 6057	REFL PAV MRK TY I (W) (DBL ARROW) (120MIL)	EA	2	295.00	590.00
15	672 2012	REFL PAV MRKR TY I-C	EA	300	4.50	1350.00
16	672 2015	REFL PAV MRKR TY II-A-A	EA	550	7.50	4125.00
17	500 2001	Mobilization	LS	1	170,000.00	170,000.00
18	502 2001	Barricades, Signs And Traffic Handling	MO	3	10,000.00	30,000.00
19		Towing of Vehicles	EA	1	75.00	75.00
20	Contingency					75,000
					Total	2,431,696.50

In the case of a pricing discrepancy, the Unit Price will prevail.

BASE BID

Street Sealcoating and Pavement Markings

Two million four hundred thirty one thousand six hundred Ninety six **Dollars and** fifty **Cents**

TOTAL BASE PRICE $ 2,431,696.50

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

Alternate 1

No	Item Description		Units	Est Qty	Unit Price	Extended
1	316 2125	AGGR(TY-PB GR-4 SAC-A) or SAC-B (circle one)	CY	725	131.40	95,265.00
2	316 6017	ASPH (AC-20-5TR)	GAL	28,679	3.46	99,229.34
					Total	194,494.34

ALTERNATE 1

Street Sealcoating

One hundred ninety four thousand four hundred ninety four **Dollars and** thirty four **Cents**

TOTAL BASE PRICE $ 194,494.34

Alternate 2

No	Item Description		Units	Est Qty	Unit Price	Extended
1	316 2125	AGGR(TY-PB GR-4 SAC-A) or SAC-B (circle one)	CY	1,234	131.40	162,147.60
2	316 6017	ASPH (AC-20-5TR)	GAL	48,851	3.46	169,024.46
3	666 2002	REFL PAV MRK TY I (W) 4" (BRK) (120MIL)	LF	490	1.00	490.00
4	666 6042	REFL PAV MRK TY I (W) 12" (SLD) (120MIL)	LF	96	4.00	384.00
5	672 2015	REFL PAV MRKR TY II-A-A	EA	50	7.50	375.00
					Total	332,421.06

ALTERNATE 2

Street Sealcoating

three hundred thirty two thousand four hundred twenty one **Dollars and** Six **Cents**

TOTAL BASE PRICE $ 332,421.06

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Unit quantities may be adjusted to determine final contract amount. Funding availability may also determine final contract amount.

Work zone temporary flexible, reflective roadway marker tabs (Tabs) will be subsidiary to the total bid amount.

A Performance Bond and Payment Bond will be required based on the Total Base Bid. If Alternate Bids are awarded, bonds will be required based on those amounts too.

Liquidated Damages
Timely completion of this project is necessary to prevent delays in street reconstruction project(s) and to minimize project impact to the public.

Should the Contractor not complete the work at a permitted site within the required time period, the Owner may, at its option, assess a $815.05 per day delinquent charge against the Contractor, until such time as work at the site is complete. Estimated Completion Time is 90 Calendar Days.

Reservation

Bidder understands the Owner/Agent reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner/Agent and conforms to State and local laws and ordinances pertaining to the letting of construction contracts.

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

Contact Information Form

Firm Name: FUQUAY, INC.

Mailing Address: 4861 OLD Hwy 81

City, State Zip Code: NEW BRAUNFELS, TX 78132

Print Name: DAVID M. KALLFELZ Date: 6/26/17

Tax ID (attach IRS W-9): 74-2405587

Telephone: 830-606-1882 FAX: 830-606-1885

Email: DAVIDK@FUQUAY.COM

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.
Fuquay, 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.)
4861 Old Hwy. 81

Requester's name and address (optional)

6 City, state, and ZIP code
New Braunfels, TX 78132

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 4 - 2 4 0 5 5 8 7

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶** Nancy Dami **Date ▶** 1/6/17

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Fuquay, Inc.

of New Braunfels, Texas

(hereinafter called the Principal), as Principal, and Travelers Casualty and Surety Company of America

(hereinafter called the Surety), as Surety are held and firmly bound unto The City of San Angelo, Texas

(hereinafter called the Obligee) in the penal sum of 5% of Bid Amount

Dollars (5% of Bid Amount)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for RFCSP No. ES-08-17/2017 Annual Sealcoat Project One Course Seal Coat

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 27th day of June , 2017 .

Marina Kotyk
Witness

Fuquay, Inc. (Seal)
Principal

David McKaughan VP/GM
Title

Neal Doss
Neal Doss Witness

Travelers Casualty and Surety Company of America

By
Kenneth L. Nitsche Attorney-in-Fact

LMS-10053 10/99

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228284

Certificate No. 006639255

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert K. Nitsche, Robert J. Nitsche, Gary A. Nitsche, David P. Ferguson, Craig Parker, Nina K. Smith, Violet Frosch, and Kenneth L. Nitsche

of the City of Giddings, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of December, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 29th day of December, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

Addendum Acknowledgement

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

Addendum No. 1 dated	June 20, 2017	Received	June 26, 2017
Addendum No. 2 dated		Received	
Addendum No. 3 dated		Received	

Please Print

FUQUAY, INC.
Company Name

David M. Kaulfel
Signature

DAVID M. KAULFELZ
Printed Name

VP/GM
Title

4861 OLD Hwy 81
Address

NEW BRAUNFELS, TX 78132
City, State Zip Code

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

ADDENDUM 1

Date: **June 20, 2017**

RFCSP No: **ES-08-17 / 2017 Annual Sealcoat Project**

Bid Date: **June 20, 2017/2:00 PM Local Time**

The following clarifications, changes, additions, and/or deletions are hereby made to the RFB:

- Section **3.1 Contract Time, Prosecution, and Progress (pg. 14)** shall be updated to reflect a season end date of August 30.

- Section **3.5 Surface Treatments (pg. 15)** shall be updated to include SAC-B with a Magnesium sulfate soundness, 5 Cycle % max of 15 as an accepted material option. This has also been updated on bid sheet.

- Bid Sheet has been updated to include a line item for towing of vehicles. Vehicles will be towed to property owner's driveway or around the corner, out of the area being maintained. This will only be done after the contractor has hung door fliers 48-72 hours prior to operations and by attempting to contact the owner on the day of operations (attached).

It is the responsibility of the vendor to ensure all addenda are considered in their pricing prior to submitting a bid by contacting the Purchasing Division at SAPurch@cosatx.us. Failure to do so will be at the risk of the vendors. No revisions to a bid can be allowed after the bids are opened for any reason.

Sincerely,

Candice Blake

Candice Blake
Purchasing Specialist

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

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 05/16/17)

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:	Brenda Gunter, Mayor
Councilmembers:	Tommy Hiebert, SMD 1 Tom Thompson, 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:

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

Executive Director: Roland Peña

NOT APPLICABLE

CITY OF SAN ANGELO
PURCHASING DIVISION
72 W. College Avenue, San Angelo, Texas 76903
(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.**

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 David McKaughan -VP/GM 6/24/17

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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

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

A complete copy of Chapter 176 of the Local Governmetn 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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

Business Name FuQuay, Inc.

6/26/17
Date

By: David M. Kaufelz - VP/GM
Name and Title of Authorized Representative

DAVID M. KAUFELZ - VP/GM
Signature of Authorized Representative

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

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

Vendor Compliance with Reciprocity on Non-Resident Bidders

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder 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 bidder is a respondent 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 bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident respondents to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

A. Non-resident Bidders in _____(give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident Bidders in _____(give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas: ✓.

RESPONDENT:

(Please print)

FUQUAY, INC.
Company Name

David M. Kaufer
Signature

DAVID M. KAUFER
Printed Name

VP/GM
Title

4861 OLD Hwy 81
Address

New Braunfels, TX 78132
City, State Zip Code

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

City References

FUQUAY, INC.
Company Name

List five (5) similar projects that your company has completed **for the City of San Angelo.** All references shall be for work completed in the last five (5) years.

Reference One

Project Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Two

Project Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Three

Project Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Four

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Five

Project Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

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

Local Area References

FUQUAY, INC
Company Name

List five (5) similar projects that your company has completed **within 150 miles of the City** (but not in the **City of San Angelo**). References should be of similar size and scope of work to this proposal. All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: City of Big Spring, Texas
Location: Multiple City Streets in Big Spring, Texas
Contact Person and Title: Roy Wright, P.E., Project Manager
Telephone Number: (325)-669-7928
Scope of Work: One course seal coat
Contract Period: 6/1/17

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: _____

Reference Five

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

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

List of Proposed Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. **Respondents are strongly encouraged to explore utilizing area subcontractors and suppliers.** Make as many copies of this form as necessary to cover all categories of work.

Category of Work: **GENERAL CONTRACTOR** % of Proposed Contract Amount: 100 %

Business Name: Fuquay Inc.

Contact Name: Darrell Curtis

Telephone: 830-832-5146

Address, City, State, Zip: 4861 Old Hwy 81, New Braunfels, TX 78132

****

Category of Work: Aggregate Supplier % of Proposed Contract Amount: NA

Business Name: Vulcan Materials

Contact Name: Jon Peters

Telephone: 210-262-7601

Address, City, State, Zip: 800 Isom Road, San Antonio, TX 78218

****

Category of Work: Asphalt Supplier % of Proposed Contract Amount: NA

Business Name: Wright Asphalt

Contact Name: Lawton Carlton

Telephone: (210)913-7792

Address, City, State, Zip: 1505 Custer Rd, Brownwood, TX 76801

****

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

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

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

****

Category of Work: _____ % of Proposed Contract Amount:_____

Business Name: _____

Contact Name: _____

Telephone:_____

Address, City, State, Zip: _____

Percentages should total to 100%

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

Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

✓ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

Signature VP/GM Date 6/26/17

CONTRACT FOR 2017 SEALCOATING PROGRAM
BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
AND

RFCSP No. ES-08-17

This contract for 2016 Sealcoating Program ("Contract") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____ _____., a Texas _____ ("Contractor"), effective as of the _____ day of _____, 2017

RECITALS:

A. City has issued a Request for Competitive Sealed Proposals, RFCSP No. ES-08-17, for construction of a sealcoat surface treatment composed of an application of asphaltic material and aggregate constructed on existing pavement surfaces within the City of San Angelo city limits as specified in the RFCSP No. ES-08-17 and contract documents ("Work).

B. Contractor's proposal in response to the RFCSP No. ES-08-17, has been selected as the most qualified proposal for the provision of the Work.

C. On _____, 2017, the City Council of City of San Angelo, approved the selection of Contractor and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Contractor and City 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.

2. STATEMENT OF WORK:

A. (1) Contractor shall be responsible for completing Work described in RFCSP No. ES-08-17, Sealcoat Program for the construction of a sealcoat surface treatment composed of an application of asphaltic material & aggregate constructed on existing pavement surfaces within the City of San Angelo city limits. The estimated sealcoating for this project is approximately 861,419 square yards

in the base bid. Alternate #1 consists of sealcoating an estimated 79,663 square yards. Alternative #2 consists of sealcoating an estimated 135,696 square yards. Maps for the base bid and two alternates are included in this bid packet (hereinafter together referred to as the "Work").

(2) The project will also include, but is not limited to: thermo-plastic pavement markings and raised pavement markings. This project is to be completed after the finalized 1 month sweeping of the sealcoat application throughout San Angelo, Texas. All items within this contract shall be in accordance with the 2014 Texas Standard Specifications Manual. The intent of the project is to clearly mark designated roadways throughout San Angelo with pavement markings, adding safety and consistency for all users. Pavement markings in this contract are quantified to replace existing markings that were obliterated by the sealcoat application. These design items shall include but are not limited to:

1.) TY I REFLECTIVE PAVEMENT MARKERS
2.) PAVEMENT SEALER
3.) TY II REFLECTIVE PAVEMENT MARKERS

B. Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, replacement and installation; and all other Work specified in the technical specification documents and drawings included with the Contract Documents incorporated herein by reference in Section 7. of this Contract and in accordance with the terms and conditions set forth herein and within those Contract Documents.

3. <u>TIME OF PERFORMANCE</u>: Contractor agrees to substantially complete Work within ninety (90) consecutive calendar 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. Contractor agrees that any extension of the Contract Time agreed to shall not be effective or of any force or effect until and unless in writing, signed by the City Engineer.

4. <u>LIQUIDATED DAMAGES</u>: 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) is, and that Contractor shall pay City as liquidated damages, the sum of _EIGHT HUNDRED FIFTEEN AND NO/100 DOLLARS, ($815.05) for each calendar day that expires after the time specified in Section 3., or extension thereof as provided in Section 3., until Work is substantially complete.

5. <u>CONTRACT PRICE</u>: City shall pay to Contractor for performance of Work embraced in this Contract, and Contractor shall accept as full compensation therefore, the bid base price of ($_____ _____); and as applicable (a) Alternate 1 Bid, _____ ($____ _____); and (b) Alternate 2 Bid, _____ ($____ _____), 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 PROCEDURE: Contractor shall submit Applications for Payment in accordance with the Owner's Construction General Conditions as shown in Contract Documents and City shall process the Applications for Payment in accordance with the Owner's Construction General Conditions, and Chapter 2251 of the Texas Government Code except that progress payments and the final payment under this Contract shall be made as set forth below:

A. Progress Payments. City shall make progress payments of the Contract Price on the basis of Contractor's Application for Payment on or about the thirtieth (30th) day after submittal of the Application for Payment each month as provided below. All progress payments shall be based upon the progress of Work measured as provided for in the Owner's Construction General Conditions. Contractor shall subdivide Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Partial payment retainage shall not exceed five percent (5%) of the total price. Upon approval of the value by City, it shall be incorporated into the form of a Partial Payment Estimate furnished by Contractor.

B. Final Payment. Upon completion and acceptance of Work by City in accordance with the Owner's Construction General Conditions, City shall pay the remainder of the Contract Price.

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

- Request for Competitive Sealed Proposal No. ES-08-17, "2017 Street Sealcoating Program", and "2017 Sealcoat Plans" and Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, Adopted November 1, 2014, collectively **Exhibit "A"**, attached hereto and made a part hereof.
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP No. ES-08-17, and as of the time this Contract is entered into by Contractor and City.
- City of San Angelo Owner's Construction General Conditions (**Attachment 1** hereto) made a part hereof for all purposes as if fully set forth herein and referred to in this Contract as "General Conditions".
- Contractor's Competitive Sealed Proposal, **Exhibit "B"**, attached and made a part hereof.

The terms, provisions, specifications and conditions of RFCSP No. ES-08-17; **Exhibit "A"**; any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP; and City of San Angelo Owner's Construction General Conditions, **Attachment 1**, shall prevail over any conflicting term, provision, specification or condition in Contractor's Competitive Sealed Proposal, **Exhibit "B"**.

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 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, if applicable. 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, commission, 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 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. Notwithstanding any provision to the contrary in this Contract or the Contract Documents, 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 Owner's Construction General Conditions of the Contract shall be held for resolution until the Work has been substantially completed. The Contractor shall make a written request for resolution of the dispute (the "Request") to the City's designated official (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 the 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 this Contract in accordance with the provisions contained in the Owner's Construction General Conditions, to include but not be 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 its Work under this 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 its Work under this 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 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 Services 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.

C. Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City 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.

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 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 Indemnities, 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.

B. 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 could be asserted in regard to any acts or omissions of Contractor in performing under this Contract.

C. 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 contracts between City and Contractor.

19. *(Intentionally left blank)*

20. **<u>INDEPENDENT CONTRACTOR</u>:** 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 Services 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. **<u>NONDISCRIMINATION</u>:** 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.

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

26. NOTICES AND REQUIRED NOTICE OF BREACH: Communication and details concerning this Contract shall be directed to the following representatives:

CITY:	**CONTRACTOR:**
City of San Angelo	_____
Office of the City Engineer	
Attn: Russell Pehl	Attn: _____
72 W. College Ave.	_____
San Angelo, Texas 76903	_____

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 to 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 this 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 contracts and understandings between the parties. If any provision of this Contract, the Owner's Construction 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.

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 rest exclusively in the state district court(s) located 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. Validity of Contract Terms: 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 applicable law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such law, 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 this 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.

29. ENTIRE CONTRACT: This Contract constitutes the sole and entire Contract 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 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 City of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the City.

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

CONTRACTOR:

_____

BY:_____

_____
(Print Name and Position with Company)

EMAIL: _____

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

_____
Bryan Kendrick, City Clerk

(SEAL)

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

CONTRACT FOR PROJECT
BETWEEN
CITY OF SAN ANGELO AND

_____

RFCSP No. ES-08-17
CITY OFFICIAL APPROVALS

APPROVED AS TO CONTENT:

_____
Julia Antilley, Purchasing Manager

APPROVED AS TO INSURANCE:

_____
Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

_____
Russell Pehl, City Engineer

APPROVED AS TO FORM:

_____
Dan T. Saluri, Deputy City Attorney

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

EXHIBIT "A"

CONTRACT FOR 2017 SEALCOATING PROGRAM

REQUEST FOR COMPETITIVE SEALED PROPOSALS RFCSP ES-08-17
2017 SEALCOAT PLANS
and
TEXAS DOT STANDARD SPECIFICATIONS FOR CONSTRUCTION
AND MAINTENANCE OF HIGHWAYS, ADOPTED NOVEMBER 1, 2014

(Following pages)

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

EXHIBIT "B"

CONTRACT FOR 2017 SEALCOATING PROGRAM

RFCSP ES-08-17
CONTRACTOR'S COMPETITIVE SEALED PROPOSAL

(Following pages)

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

EXHIBIT "C"

CONTRACT FOR 2017 SEALCOATING PROGRAM

SPECIAL INSURANCE RIDER

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. 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 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 Subcontractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-Subcontractors to furnish copies of certificates of insurance to City's Risk Manager evidencing coverage for each Subcontractor and Sub-Subcontractor.

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 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 (2) 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 Limits**

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.

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

Attachment 1

OWNER'S CONSTRUCTION GENERAL CONDITIONS

(Following pages)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-228512

Date Filed:
06/26/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fuquay, Inc.
New Braunfels, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Angelo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ES-08-17/2017
RFCSP: ES-08-17/2017 Annual Sealcoat Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
REBECCA S. HERNANDEZ
ID #12202886
My Commission Expires
January 02, 2021

VP/GM

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said DAVID M. KALLFELZ, this the 26TH day of JUNE, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Rebecca S Hernandez	Rebecca S. Hernandez	Notary Public

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Russell Pehl, City Engineer, Engineering Services, 325-657-4201

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

Consider authorizing City staff to negotiate a public right of way agreement with a telecommunications company, Mobilitie. (Presentation by City Engineer Russell Pehl)

Summary/History:

Legislation has created a state pre-emption of local authority to negotiate use of municipal rights-of-way for cell phone providers to install "network nodes" or cell phone signal boosters on City infrastructure such as light poles, traffic signs and street light signals. Senate Bill 1004/House Bill 2838 proposes the addition of Chapter 284, Deployment of Network Nodes within public rights-of-way. Network nodes, also known as small cells, enable wireless providers the ability to provide customers better coverage and increased capacity for voice and data download speeds than the typical macro site cell tower signals alone. As technology has improved and equipment has become less cumbersome, many cities have already engaged in license agreements allowing equipment in the public rights-of-way. The industry-led legislation allows cities to adopt a design manual for the installation and construction of network nodes and new node support poles in the public right- of-way, which is not in conflict with that chapter. It also states that a network provider shall comply with a design manual. Therefore, the design criteria and application requirements for attachments to existing poles, as well as for new poles in the public right-of-way, are included in the proposed Agreement.

During the first meeting in August, Engineering and Legal will be presenting a proposed Design Manual and new Ordinance to reflect these changes in Legislature. The new legislation will become in effect September 1st. The main reason for this agreement is Mobilitie wants to be the first small cell service provider in San Angelo and wants to move forward with higher rental fees instead of waiting untill after Septerember 1st. The legislature has set caps on these proposed fees and are a lesser amount than what is being proposed in this agreement. Engineering has spoken with Mobilitie and has verbally discussed the proposed fees.

Financial Impact:

Revenue:

Node permit fee each (up to 5 nodes): $500
Fee for each node above 5 nodes: $250
Permit Fee each pole: $1,000

(The above fees are in accordance with the proposed legislature approved Chapter 284)

Year one rental fee per pole: $1,500
(This fee is above the cap set by legislature and will be capped at $250 per pole in year two of this agreement.)

Mobilitie is proposing eight (8) poles in this initial agreement with the option to add more pending permit approval on each.

Other Information/Recommendation:

Mobilitie is proposing eight (8) poles in this initial agreement with the option to add more nodes/poles pending permit approval on each location. Engineering will be working with Community Development during the permit review process to ensure that each location is approved/denied appropriately. This will also help ensure that poles will or will not be placed in Historical or residential areas to prevent any public nuisances.

Attachments:

1. Proposed Agreement Draft 2 16-482_MOBILITIE_SERVICE POLE ATTACHMENT AGREEMENT (7-13-17).pdf

Presentation:

Approvals/Reviews:

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

SERVICE POLE ATTACHMENT AGREEMENT
BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
AND
MOBILITIE, LLC

This **SERVICE POLE ATTACHMENT AGREEMENT** ("Agreement") is made by and between the CITY OF SAN ANGELO, TEXAS ("CITY"), a home-rule municipal corporation of the State of Texas, and MOBILITIE, LLC ("LICENSEE"), a Nevada limited liability company with its principal offices at 660 Newport Center Drive, Suite 200, Newport Beach, California 92660.

RECITALS

WHEREAS, LICENSEE, a Wireless Service Provider is requesting to attach, install, operate, maintain, repair, replace, reattach, reinstall, relocate, and remove its Network Nodes and Node Support Poles for small cell networks in CITY's Right-of-Way to provide better coverage and meet increased demand for its services prior to September 1, 2017; and

WHEREAS, CITY owns and controls the Right-of-Way within the City in its proprietary capacity, as an agent of the State of Texas and has been authorized and granted by the State proprietary rights and discretion to grant use of the Rights-of-Way within the City limits and condition and require compensation for that use; and

WHEREAS, conditions to use of the Right-of-Way include height, width, and aesthetic requirements of the Network Nodes and Network Support Poles occupying the Right-of-Way; and

WHEREAS, Section 253 of the Federal Communications Act of 1934, as amended, including 47 U.S.C. § 253, acknowledges that CITY has the authority to control access to and use of the Right-of-Way within the City limits; and

WHEREAS, Chapter 284 of the Texas Local Government Code relative to the deployment of network nodes in public Right-of-Way shall become effective September 1, 2017; and

WHEREAS, LICENSEE desires to be granted access to the public Right-of-Way prior to September 1, 2017 and is willing to compensate CITY for the grant of such permission to install LICENSEE's Network Nodes and Node Support Poles at approved locations in CITY's Right-of-Way; and

WHEREAS, CITY is willing to allow LICENSEE's non-exclusive use at approved locations in its Right-of-Way prior to September 1, 2017, subject to the terms and conditions set forth herein, and pursuant to Permits issued by CITY; and

WHEREAS, CITY and LICENSEE desire by this Agreement to set forth their understanding of such matters.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein below, CITY and LICENSEE agree as follows:

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I.
DEFINITIONS

The definitions as used in Chapter 284 of the Texas Local Government Code shall be used in this Agreement, unless otherwise defined below:

1. *"Abandon"* and its derivatives means the Network Node, Node Support Pole, or portion thereof that has been left by LICENSEE in an unused or non-functioning condition for more than one hundred twenty (120) consecutive days unless, after notice to LICENSEE, LICENSEE has established to the reasonable satisfaction of CITY that the Network Node, Node Support Pole, or portion thereof has the ability to provide communications.

2. *"Affiliate"* means (a) any entity who (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with LICENSEE; (b) any entity acquiring substantially all of the assets of LICENSEE in the market defined by the Federal Communications Commission (FCC) in which the Licensed Locations are located; or (c) any successor entity in a merger, acquisition, or other business reorganization involving LICENSEE. For purposes of this definition, "own" means to own an equity or other financial interest (or the equivalent thereof) of more than ten (10) percent or any management interest.

3. *"Agreement"* means this contract between CITY AND LICENSEE, including any exhibits and any written amendments as authorized by this Agreement.

4. *"Carrier"* means a provider of Wireless Services authorized by LICENSEE to utilize the Network Nodes and/or Node Support Poles.

5. *"CITY"* means the City of San Angelo, Texas and CITY's officers and employees.

6. *"City Attorney"* means the currently appointed or acting CITY Attorney or his/her designee.

7. *"City Code"* means the Code of Ordinances, City of San Angelo, Texas.

8. *"City Engineer"* means the City Engineer for the CITY and head of the Engineering Services Department, or its successor department, or the person he or she designates.

9. *"City Manager"* means the City Manager or a person he or she designates.

10. *"Effective Date"* means the date this Agreement is countersigned by CITY as reflected on the signature page of this Agreement.

11. *"LICENSEE"* means the entity identified in the preamble of this Agreement and includes its successors and assigns.

12. *"Licensed Location"* means the location in the Right-of-Way, as listed in Exhibit A of this Agreement, in which LICENSEE is authorized to place its Network Nodes and Node Support Poles, provided that it has obtained all Permits.

13. *"Other Party" or "Other Parties"* means a Wireless Service Provider who is not a Party to

this Agreement.

14. *"Party" or "Parties"* mean LICENSEE and CITY, individually or collectively as indicated in the context in which it appears.

15. *"Rental Fee"* means the amount LICENSEE is required to pay for the use of CITY's Right-of-Way.

16. When not inconsistent with the context, words used in the present tense include the future; words used in the plural number include the singular number; and words in the singular include the plural.

17. The word "shall" is always mandatory and not merely permissive.

18. "Include" and "including" and words of similar import, shall be deemed to be followed by the words "without limitation".

II.
AUTHORIZATION TO USE RIGHT-OF-WAY

A. Grant of Permission.

1. CITY hereby grants LICENSEE the right to enter and to use the Right-of-Way located in the areas listed in Exhibit A to attach, install, construct, operate, lease, maintain, repair, replace, reattach, reinstall, relocate, and remove Network Nodes on Service Poles and Node Support Poles subject to the terms of this Agreement as well as CITY's Wireless Services Design Manual, as amended, and attached hereto as Exhibit B. LICENSEE shall comply with all requirements set out in CITY'S Wireless Services Design Manual as that term is defined under and consistent with Chapter 284 of the Texas Local Government Code.

2. This Agreement does not confer any other rights not described herein nor does it permit LICENSEE or parties contracted to use LICENSEE's Network Nodes and Node Support Poles to use the Right-of-Way for purposes not specified in this Agreement.

3. This Agreement does not authorize LICENSEE to install equipment and facilities associated with or for macro wireless towers in the Right-of-Way.

B. Scope of Agreement.

1. This Agreement is not exclusive and CITY reserves the right to grant permission to use its Right-of-Way for the same or similar purposes to other parties.

2. This Agreement does not grant to LICENSEE an interest in any property.

C. List of Licensed Locations.

1. LICENSEE shall install its Network Nodes and Node Support Poles only in Licensed Locations listed in Exhibit A.

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2. Placement of Network Nodes and Node Support Poles shall be in accordance with CITY's Wireless Services Design Manual, as amended.

III.
PERMITS AND PERMISSION

A. Request for Licensed Location. Prior to installation of a Network Node or Node Support Pole, LICENSEE shall complete and submit to CITY the plan review form referenced in this Agreement as the Application for Location Review, attached as Exhibit C.

B. Location Review Process and Fees.

1. CITY shall review Application for Location Review for completeness and notify LICENSEE in writing within thirty (30) days of receipt of the application if LICENSEE needs to submit additional or missing information. The notice shall include the information that must be submitted to CITY. If LICENSEE does not submit the missing or additional information within one hundred eighty (180) days of the notice, then LICENSEE's Application for Location Review shall be deemed withdrawn.

2. CITY shall review the application to determine:

   a. If the requested site has already been approved as a Licensed Location listed in Exhibit A;

   b. The requested site is in the Right-of-Way;

   c. Compliance with CITY'S Wireless Services Design Manual, as amended;

   d. That written permission has been obtained by applicable parties as required by this Agreement; and

   e. Compliance with applicable construction, engineering, design specifications, and other applicable requirements, including the Americans with Disabilities Act.

3. CITY shall deny a requested location in the Application for Location Review if LICENSEE's application is not in compliance with this Agreement, the CITY's Wireless Services Design Manual, and/or Chapter 284 of the Texas Local Government Code.

4. Fees. Application Fees also known as a Permit Review Fees shall be the maximum amounts set forth in Chapter 284 of the Texas Local Government Code. Those amounts being $500 per application covering up to five network nodes, $250 for each additional network node per application, and $1,000 per application for each pole. LICENSEE shall pay all applicable Permit Review Fees upon submittal of LICENSEE's Application for Location Review. Permit fees after September 1, 2017 shall be in accordance with Chapter 284 of the Texas Local Government Code.

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C. Permits.

1. LICENSEE shall not install a Network Node or Node Support Pole without the requisite Permit(s).

2. Upon approval of the Application for Location Review, LICENSEE is authorized to call for locates. If City of San Angelo Water Utility locates are needed, LESSEE is required to contact San Angelo Water Utilities Distribution Department at 325-657-4295.

3. LICENSEE shall give notice to the City Engineer of any revocation or denial of any such Permit affecting its performance hereunder within fifteen (15) days of such revocation or the day upon which LICENSEE received actual or constructive notice of denial of such Permit.

D. Inventory. LICENSEE shall maintain a list of its Network Nodes and Node Support Poles, and Licensed Locations and shall provide to the City Engineer such list in a GIS format compatible with CITY'S software system no later than ten (10) days after installation. The inventory shall include GPS coordinates, date of installation, City pole ID number, type of pole used for installation, pole owner, and description/type of installation for each network node and node support pole installation. CITY may request LICENSEE to provide an updated inventory within thirty (30) days of CITY's written request for the same. Concerning networks nodes and/or node support poles that become inactive, or that are removed from the Right-of-Way, the inventory shall include the same information as active installations in addition to the date the network node or node support pole was deactivated or removed from CITY's Right-of-Way.

IV.
RENTAL FEES AND OTHER PAYMENTS

A. Rental Fee. LICENSEE shall pay CITY an annual Rental Fee for use of each Licensed Location for which LICENSEE has obtained Permit(s) regardless of whether or not a LICENSEE installs Network Nodes or Node Support Poles in the Right-of-Way during the Term of this Agreement. Except as provided for in this Agreement, the Rental Fee is non-refundable. The Rental Fee for each Licensed Location will be due at the time the Application for Location Review is approved by City. The amount of the first annual Rental Fee for Licensed Locations with Service Poles, Node Support Poles, or existing Utility Poles for all Licensed Locations that are Permit approved by CITY prior to September 1, 2017 shall be (a) one thousand five-hundred and no/100 dollars ($1,500.00) for each Licensed Location on a Service Pole, (b) one thousand five-hundred and no/100 dollars ($1,500.00) for each Licensed Location on a Node Support Pole in CITY Right-of-Way, (c) one thousand five-hundred and no/100 dollars ($1,500.00) for each additional Carrier using the Pole, and (d) one thousand five-hundred and no/100 dollars ($1,500.00) for each Licensed Location on an existing Utility Pole. For the second year and each subsequent year, all fees for any use of the Right-of-Way by LICENSEE shall be pursuant to Chapter 284 of the Texas Local Government Code, as applicable. Fees for all Licensed Locations approved by CITY on or after September 1, 2017 shall be pursuant to Chapter 284 of the Texas Local Government Code as applicable. However, if a Decision is rendered determining Chapter 284 of the Texas

Local Government Code as unconstitutional, the Parties will in good faith renegotiate compensation under this Agreement which at a minimum will be as set forth in the first annual Rental Fee as set forth above.

1. Within thirty (30) days after approval of an additional Carrier on a Node Support Pole or Service Pole, LICENSEE shall pay the fee for additional Carrier per year in the event that more than one Carrier is using the same Licensed Location.

2. For purposes of this Article, the Ground Equipment at a Licensed Location must support the overhead Network Nodes at such Licensed Location.

3. The Rental Fee payment for the first year at any Licensed Location ("Initial Payment") is due at the time of plans review submittal to CITY to install a Network Node or Node Support Pole at the Licensed Location.

B. Late Payment Charge. Until the payment due is received by CITY, LICENSEE shall incur twelve (12) percent annual interest, compounded daily from the due date until payment is received on the amount due.

C. Non-Functioning Network Node or Node Support Pole. LICENSEE shall continue to pay Rental Fees for Network Nodes or Node Support Poles that are no longer in service or operational if the Network Nodes or Node Support Poles occupy the Right-of-Way.

D. Payment. Rental Fees and other payments shall be payable by ACH direct deposit or check payable to the City of San Angelo and sent to the following address:

City Engineer
Attn: Russell Pehl
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903

E. Reimbursement. When under the terms of this Agreement, CITY at its own expense has removed or remediated LICENSEE's Network Nodes or Node Support Poles or LICENSEE is required to reimburse CITY, LICENSEE shall remit payment to CITY to the address listed in subsection (D) above within thirty (30) days of the date of the invoice.

F. Payment Limits. Upon LICENSEE's termination of any Licensed Location in accordance with the terms of this Agreement and LICENSEE peaceably surrendering the Licensed Location to CITY in the same condition the Licensed Location was in on the date the Permit(s) was granted excepting ordinary wear and tear, there will be no compensation due, including any Rental Fees to CITY by LICENSEE for such Licensed Location except that CITY shall not issue any refunds for any amounts already due or paid by LICENSEE.

Following removal of any Network Nodes or Node Support Poles in accordance with the terms of this Agreement, there will be no compensation due, including any Rental Fees, to

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CITY by LICENSEE for such Network Node or Node Support Pole except that CITY shall not issue any refunds for any amounts already paid by LICENSEE for Network Nodes or Node Support Poles that have been removed.

V.
ABANDONMENT, RELOCATION AND REMOVAL

A. Abandonment of Obsolete Network Nodes and Node Support Poles. LICENSEE shall remove Network Nodes and Node Support Poles when such facilities are Abandoned regardless of whether or not it receives notice from CITY. Unless CITY sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of ninety (90) days of the Network Node being Abandoned or within ninety (90) days of receipt of written notice from CITY. When LICENSEE removes or Abandons permanent structures in the Right-of-Way, the LICENSEE shall notify CITY in writing of such removal or Abandonment and shall file with CITY the location and description of each Network Node or Node Support Pole removed or Abandoned. CITY may require LICENSEE to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

B. Removal Required by City.

1. LICENSEE shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Network Node or Node Support Pole within the time frame and in the manner required by CITY if CITY reasonably determines that the disconnection, removal, or relocation of any part of a Network Node or Node Support Pole (a) is necessary to protect the public health, safety, welfare, or CITY property, (b) the Network Node, Node Support Pole, or portion thereof, is adversely affecting proper operation of streetlights, or (c) LICENSEE fails to obtain all applicable licenses, Permits, and certifications required by Law for its Network Nodes, Node Support Pole, or use of any Licensed Location under this Agreement. If CITY reasonably determines that there is imminent danger to the public, then CITY may immediately disconnect, remove, or relocate the applicable Network Nodes or Node Support Poles at LICENSEE's sole cost and expense.

2. CITY shall provide ninety (90) days written notice to LICENSEE before removing a Network Node or Node Support Pole under this subsection, unless there is imminent danger to the public health, safety, and welfare.

3. LICENSEE shall reimburse CITY for CITY's actual cost of removal of its Network Nodes and Node Support Poles in accordance with this Agreement within thirty (30) days of receiving the invoice from CITY.

C. Removal or Relocation by LICENSEE.

1. If LICENSEE removes or relocates a Network Nodes or Node Support Poles at its own discretion, it shall notify CITY in writing not less than ten (10) business days prior to removal or relocation. LICENSEE shall obtain all Permits required for relocation or removal of its Network Node or Node Support Pole prior to relocation or removal.

2. CITY shall not issue any refunds for any amounts paid by LICENSEE for

Network Nodes or Node Support Poles that have been removed.

D. Removal or Relocation Required For CITY Project.

1. Licensee Understands And Acknowledges that CITY may require Licensee to remove or relocate its Network Node, Node Support Pole, or any portion thereof from the Right-of-Way, and LICENSEE shall, at CITY's direction, remove or relocate the same at LICENSEE's sole cost and expense, whenever CITY reasonably determines that the relocation or removal is needed for any of the following purposes:

   a. Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any CITY construction or maintenance project.

   b. Required for the creation of an Underground Utility District.

2. In any such case, CITY shall use reasonable efforts to afford LICENSEE a reasonably equivalent alternate location, if available.

3. If LICENSEE fails to remove or relocate the Network Node, Node Support Poles, or portion thereof as requested by CITY within ninety (90) days of LICENSEE's receipt of the request, then CITY shall be entitled to remove the Network Node, Node Support Poles, or portion thereof at LICENSEE's sole cost and expense, without further notice to LICENSEE, and LICENSEE shall, within thirty (30) days following issuance of invoice for the same, reimburse CITY for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Network Node, Node Support Poles, or portion thereof.

E. Removal Required After Termination or Expiration of License. Within thirty (30) days after termination or expiration of this Agreement, LICENSEE shall commence removal of all of LICENSEE's Network Nodes and Node Support Poles from the Right-of-Way and peaceably surrender the Licensed Location to CITY in the same condition the Right-of- Way was in on the date the Permit was granted for that Licensed Location, excepting ordinary wear and tear. Removal of all LICENSEE's Network Nodes and Node Support Poles under this subsection must be completed within one hundred eighty (180) days. If LICENSEE fails to begin removal of the Network Nodes or Node Support Poles on or before the thirtieth (30th) day after the Agreement expires or terminates or fails to complete removal within one hundred eighty (180) days, CITY may remove, store, or dispose of any remaining portion of the Network Nodes or Node support Poles in any manner CITY deems appropriate. LICENSEE shall, within thirty (30) days after receipt of CITY's written request and invoice, reimburse CITY for all costs incurred by CITY in connection therewith (including any reasonable overhead and storage expenses).

F. Removal Required After Revocation. Within thirty (30) days after the date of the notice of revocation of a Licensed Location, LICENSEE shall commence removal of the Network Node or Node Support Pole from the Right-of-Way and peaceably surrender the Licensed Location to CITY in the same condition the Right-of-Way was in on the date the Permit was granted for that Licensed Location, excepting ordinary wear and tear. If LICENSEE fails to complete removal within ninety (90) days, CITY may remove, store, or dispose of any remaining portion of the Network Node or Node Support Poles in any manner CITY

deems appropriate. LICENSEE shall, within thirty (30) days after receipt of CITY's written request and invoice, reimburse CITY for all costs incurred by CITY in connection therewith (including any reasonable overhead and storage expenses).

G. Ownership. CITY agrees that no part of a Network Node or Node Support Pole constructed, modified, or erected or placed on the Right-of-Way by LICENSEE will become, or be considered by CITY as being affixed to or a part of the Right-of-Way. All portions of the Network Node or Node Support Poles constructed, modified, erected, or placed by LICENSEE on the Right-of-Way will be and remain the property of LICENSEE and may be removed by LICENSEE at any time during or after the Term.

H. Restoration. LICENSEE shall repair any damage to the Right-of-Way, and the property of any third party resulting from LICENSEE's removal or relocation activities (or any other of LICENSEE's activities hereunder) within ten (10) days following the date of such removal or relocation, at LICENSEE's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date LICENSEE was granted a Permit for the applicable Licensed Location, including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Engineer.

I. LICENSEE Responsible. LICENSEE shall be responsible and liable for the acts and omissions of LICENSEE's employees, temporary employees, officers, City Engineers, consultants, agents, Affiliates, subsidiaries, sublicensees, sublessees, and subcontractors in connection with the performance of this Agreement, as if such acts or omissions were LICENSEE's acts or omissions.

VI.
ADDITIONAL REQUIREMENTS

A. Drug Policy. It is the policy of CITY to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by LICENSEE's employees, contractors, subcontractors, sublicensees, or vendors while on CITY Premises is prohibited.

B. Environmental Laws. LICENSEE shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency, the Texas Commission on Environmental Quality, and any other governmental agency with the authority to promulgate environmental rules and regulations applicable to LICENSEE's use of any Licensed Location under this Agreement ("Environmental Laws"). LICENSEE shall promptly reimburse CITY for any fines or penalties levied against CITY because of LICENSEE's failure to comply with Environmental Laws.

LICENSEE shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in compliance with the Environmental Laws. "Hazardous Materials" mean any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. LICENSEE and its lessees, if any, shall not deposit oil, gasoline, grease, lubricants, or any ignitable or hazardous liquids, materials, or substances in CITY's storm sewer system or sanitary sewer system or elsewhere on Licensed Locations in violation of the Environmental Laws.

Except for its contractors, subcontractors, and vendors, LICENSEE will not have any responsibility for managing, monitoring, or abating, nor be the owner of, nor have any liability for, any Hazardous Materials that it did not bring into the Licensed Locations.

VII.
LETTER OF CREDIT

A. Within thirty (30) days of the Effective Date of this Agreement, LICENSEE shall deposit with CITY's Director of Finance an irrevocable letter of credit in a form satisfactory to CITY's Director of Finance and the City Attorney. The amount of the letter of credit shall be twenty-five thousand and no/100 Dollars ($25,000.00) issued by a federally insured commercial lending institution with a credit rating of BAA or BBB+ or higher. The federally insured commercial institution on which the letter of credit is to be drawn shall be acceptable to CITY. The letter of credit shall be used:

1. To insure the LICENSEE's compliance with the terms and conditions of this Agreement; and

2. To insure LICENSEE's payment of any liabilities arising out of the construction, operation or maintenance of Network Nodes or Node Support Pole within CITY Right-of-Way, including the cost of removal or Abandonment of any property of LICENSEE.

B. The letter of credit shall contain the following endorsement: "At least sixty (60) days' prior written notice shall be given to CITY by the financial institution of any such intention to cancel, replace, fail or renew, or materially alter this letter of credit. Such notice shall be given by certified mail to CITY's City Engineer of Finance and City Attorney."

C. The letter of credit may be drawn upon by CITY by presentation of a draft at sight on the local lending institution, accompanied by a written certificate signed by the City Manager certifying that LICENSEE has failed to comply with this Agreement stating the specific reasons therefore, and stating the basis for the amount being drawn. Examples of a basis for drawing upon the letter of credit include, but are not limited to, the following:

1. Failure of LICENSEE to pay to CITY any Rental Fees after three (3) days' written notice of delinquency;

2. Failure of LICENSEE to restore CITY's Right-of-Way to substantially the same condition as it was immediately before the date LICENSEE was granted a Permit for the applicable Licensed Location within five (5) working day's notice;

3. Failure of LICENSEE to remove LICENSEE's Network Nodes or Node Support Poles after termination of this Agreement;

4. Failure of LICENSEE to remediate any environmental and hazardous waste issues caused by LICENSEE; and

D. LICENSEE shall agree to structure the letter of credit in such a manner so that if CITY draws upon the letter of credit and reduces the amount of available credit to a sum below twenty-five thousand and no/100 dollars ($25,000.00), LICENSEE shall replenish the letter of credit to a minimum of twenty-five thousand and no/100 dollars ($25,000.00) within five (5) calendar days.

E. The letter of credit shall become the property of CITY in the event that this Agreement is

terminated by reason of default of LICENSEE. The letter of credit shall be retained by CITY and returned to LICENSEE within twelve (12) months from termination of this Agreement provided there is no outstanding default, unpaid Rental Fees, fees, ad valorem taxes or debts to CITY on the part of LICENSEE or LICENSEE's creditors.

F. The rights reserved to CITY with respect to the letter of credit are in addition to all other rights of CITY, whether reserved by this Agreement or otherwise authorized by law, and no action, proceeding or right with respect to the letter of credit shall affect any other right CITY has or may have.

VIII.
RELEASE, INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE

A. THE INDEMNIFICATION PROVISIONS OF SECTIONS 283.057(A) AND (B) SHALL APPLY.

B. Indemnification Procedures.

1. The following procedures shall apply to indemnification under this Agreement:

   a. Notice of Claims. If CITY receives notice of any claim or circumstances that could give rise to Losses, CITY shall give written notice to the other Party within ten (10) days. The notice must include the following:

      (1) A description of the indemnification event in reasonable detail;

      (2) The basis on which indemnification may be due; and

      (3) The anticipated amount of Losses.

      This notice does not stop or prevent CITY from later asserting a different basis for indemnification or a different amount of Losses than that indicated in the initial notice. If CITY does not provide this notice within the ten (10) day period, it does not waive any right to indemnification except to the extent that LICENSEE is prejudiced, suffers loss, or incurs expense because of the delay.

2. Defense of Claims. LICENSEE may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to CITY. LICENSEE shall then control the investigation, defense, and any negotiations to settle the claim. Within ten (10) days after receiving written notice of the indemnification request, LICENSEE must advise CITY as to whether or not it will defend the claim. If LICENSEE does not assume the defense, CITY shall assume and control the defense, and all defense expenses shall constitute Losses.

3. Continued Participation. If LICENSEE elects to defend the claim, CITY may retain separate counsel at its own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. CITY will provide LICENSEE with reasonable information and assistance related to such

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claim. LICENSEE may settle the claim without the consent or agreement of CITY unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require CITY to comply with restrictions or limitations that adversely affect CITY; (ii) would require CITY to pay amounts that LICENSEE does not fund in full; or (iii) would not result in CITY's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

C. Insurance. LICENSEE shall, at its sole cost and expense, obtain, maintain, and provide, throughout the term of this Agreement, insurance or provide Self-Insurance against all claims for injuries to person or damages to property that may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to LICENSEE, its agents, representatives or employees in accordance with the coverage limits set out below. All insurance 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 coverage for Workers' Compensation. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by LICENSEE. 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 term of this Agreement without thirty (30) calendar days prior written notice to City. 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 effective date hereunder, provided, however, that LICENSEE shall at any time upon request file duplicate copies of the policies of such insurance with City.

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

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.

If, in the judgment of City, prevailing conditions warrant the provision by LICENSEE of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by LICENSEE 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 LICENSEE fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, LICENSEE shall be deemed in default of this Agreement.

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1. **COMMERCIAL GENERAL LIABILITY.**
This policy shall be an occurrence-type policy and shall protect LICENSEE and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than LICENSEE's employees) and damage to property of the City or others arising out of the act or omission of 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 Agreement entitled "Indemnity and Insurance," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/ operation (to remain in force for two years after expiration of the term hereunder). 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 be written in comprehensive form and shall protect LICENSEE 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 not be less than:

$ 1,000,000.00	**Combined Single Limit per Claim**

3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.**
If LICENSEE hires any employees, LICENSEE shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect LICENSEE 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, LICENSEE 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 Agreement.

If LICENSEE uses contract labor, LICENSEE shall require such contract labor to maintain the above referenced coverage and furnish copies of certificates of insurance as required.

IX.
TERM AND TERMINATION

A. Term. This Agreement is effective on the Effective Date for a period of one year. Unless

sooner terminated under other provisions of this Agreement, it will automatically renew annually on the anniversary of the Effective Date ("Renewal Date"). Either party may elect not to renew the Agreement by giving ninety (90) days written notice of the same prior to the Renewal Date.

B. Termination for Cause By City.

1. If LICENSEE defaults under this Agreement, CITY may terminate this Agreement subject to LICENSEE's ability to cure such defaults below. CITY's right to terminate this Agreement for LICENSEE's default is cumulative of all its rights and remedies which exist now or in the future. Default by LICENSEE includes, but is not limited to:

   a. Failure of LICENSEE to comply with any material term of this Agreement;

   b. LICENSEE becomes insolvent.

   c. LICENSEE's failure to obtain all licenses, Permits, and certification required by CITY under this Agreement (to the extent not unreasonably withheld by CITY) and pay all fees associated therewith after CITY has notified LICENSEE that licenses, Permits, and certifications must be obtained to work in the Right-of-Way;

   d. All or a substantial part of LICENSEE's assets are assigned for the benefit of its creditors;

   e. A receiver or trustee is appointed for LICENSEE; or

   f. LICENSEE fails to install any Network Node or Node Support Poles in the Right-of-Way within one (1) year of the Effective Date.

2. If a default occurs, CITY shall deliver a written notice to LICENSEE describing the default and the proposed termination date. If City sends a default notice, LICENSEE shall have sixty (60) days from the receipt of such notice to cure the default (unless the nature of the event takes longer to cure and LICENSEE commences a cure within such sixty (60) day period and thereafter diligently pursues it but will not exceed one hundred eighty (180) days unless agreed to by the City Engineer which agreement will not be unreasonably withheld). If LICENSEE cures the default before the proposed termination date, the proposed termination is ineffective.

3. If the default is not cured in the time and manner set out above or by City Manager then the City Manager may immediately terminate this Agreement by notifying LICENSEE in writing of such termination. After receiving the notice, LICENSEE shall, immediately cease operations and remove Network Nodes and Node Support Poles from the Right-of-Way in accordance with Article VII, subsection (E) of this Agreement, and any payment due shall be remitted by LICENSEE within thirty (30) days of the receipt of the notice to the address in Article IV, subsection (H) of this Agreement.

C. Termination By Licensee. LICENSEE may terminate this Agreement or any one Licensed

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Location at any time by giving thirty (30) days advance written notice to CITY.

D. Holding Over. If LICENSEE's Network Nodes and Node Support Poles continue to occupy the Right-of-Way after termination or expiration of this Agreement, as extended, such occupancy shall not be deemed to be a renewal or extension of this Agreement, but shall be a month to month use of the Right-of-Way (known as the "Hold Over Period") provided LICENSEE (a) pays the Rental Fee and (b) continues to comply with this Agreement.

X.
TRANSFER OF AUTHORITY

A. Assignment.

1. LICENSEE may not assign, delegate, transfer, or sell all or any portion of its rights, privileges and obligations under this Agreement without written notice to and the prior written consent of the City Manager, which consent will not be unreasonably withheld. No assignment in law or otherwise shall be effective until the assignee has filed with the City Manager an instrument, duly executed, reciting the fact of such assignment, accepting the terms hereof, and agreeing to comply with all of the provisions hereof. A mortgage or other pledge of assets in a bona fide lending transaction shall not be considered an assignment of this Agreement for the purposes of this Article.

2. This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in this Article. This Agreement does not create any personal liability on the part of any officer or agent of CITY or LICENSEE.

3. Notwithstanding anything to the contrary contained in this Agreement, LICENSEE will, whenever in its sole discretion it is required or appropriate for the operation of its business, have the right, without notice to or consent of CITY, to assign all or any portion of its rights under this Agreement in whole or in part, to (a) any Affiliates as long as such entity has expertise in the operation of Network Nodes and Node Support Poles, or provision of Network Nodes and Node Support Poles; (b) any entity with which LICENSEE or an Affiliate of LICENSEE shares joint ownership of the Network Nodes and Node Support Poles; or (c) any entity that is a holder of a then-current Agreement. LICENSEE shall give written notice to the City Manager within thirty (30) days of such assignment. Notwithstanding the foregoing, LICENSEE may sublicense all or a portion of Licensed Locations to Carriers, provided that LICENSEE shall remain solely responsible for performance of all obligations under this Agreement.

B. Business Structure and Assignments. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, LICENSEE shall immediately furnish to the City Manager with proof of the assignment and the name, telephone number, and address of the assignee and a clear identification of the fees to be paid to the assignee.

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XI.
RECORDS AND AUDITS

A. Records. LICENSEE shall keep complete and accurate GIS location information, maps, plans, equipment inventories, and other records related to LICENSEE's Network Nodes and Node Support Poles in Licensed Locations. CITY may at any time examine, review, or verify these records.

B. Inspections and Audits

1. CITY representatives shall have the right to perform, or to have performed, (1) inspections or audits of the records described in subsection (A) above and (2) inspections of all places in the Right-of-Way where work is undertaken in connection with this Agreement. LICENSEE shall keep its books and records available for this purpose for at least four (4) years after this Agreement terminates or expires. The inspection or audit may be performed by CITY staff or third-Party representatives engaged by CITY. This provision does not affect the applicable statute of limitations.

2. In addition to other records or filings required hereunder or by law, LICENSEE shall maintain and provide access to a current map by either paper or electronic means, upon request by CITY, showing the approximate locations of the Network Nodes and Node Support Poles in the Right-of-Way.

3. The City Engineer may reasonably require the keeping of additional records or accounts reasonably necessary to determine LICENSEE's compliance with the terms of this Agreement.

C. Confidential Information. CITY shall not disclose any confidential information reproduced for documentation of audit issues unless required by law. If CITY receives a request to review or copy confidential information under the Texas Public Information Act or related law (the "Act"), CITY shall comply with the requirements for handling third party information under the Act, including notifying LICENSEE that a request to review or copy confidential information has been submitted to CITY. Confidential information deemed subject to disclosure under the Act by the Attorney General of the State of Texas shall be disclosed.

XII.
MISCELLANEOUS

A. Force Majeure. Other than LICENSEE's failure to pay amounts due and payable under this Agreement, LICENSEE shall not be in default or subject to sanction under any provision of this Agreement when its performance is prevented by Force Majeure. Force Majeure means an event caused by epidemic; act of God; fire, flood, hurricanes, tornadoes, or other natural disasters; explosions; terrorist acts against CITY or LICENSEE; act of military or superior governmental authority that LICENSEE is unable to prevent by exercise of reasonable diligence; war; riots; or civil disorder; provided, however, that such causes are beyond the reasonable control and without the willful act, fault, failure or negligence of LICENSEE. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an

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event that merely makes performance more difficult, expensive or impractical. Performance is not excused under this section following the end of the applicable event of Force Majeure. Force Majeure does not entitle LICENSEE to reimbursement of payments. This relief is not applicable unless the affected Party does the following:

1. Uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

2. Provides the other Party with prompt written notice of the cause and its anticipated effect.

The City Engineer will review claims that a Force Majeure that directly impacts CITY or LICENSEE has occurred and render a written decision within fourteen (14) days. The decision of the City Engineer is final. LICENSEE is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. LICENSEE shall employ only fully trained and qualified personnel during a strike.

B. Dispute Resolution.

1. In the event of a dispute between the Parties that arises during the Term of this Agreement, the Parties shall attempt to expeditiously and amicably resolve any dispute through good faith discussions in the ordinary course of business at the level at which the dispute originates.

2. If the Parties are not able to resolve the dispute in the ordinary course of business, the City Engineer and representatives of other CITY departments that are involved in the dispute will meet with LICENSEE's authorized representative in an attempt to resolve the dispute.

3. If the Parties are unable to resolve the dispute pursuant to subsection (2) above of this Agreement and if either of the Parties intends to file suit, the Parties shall agree to first refer the matter to mediation before a mutually-agreed upon neutral, third party mediator and to diligently pursue a mediated settlement. If within thirty (30) days of the request to mediate, the Parties cannot agree on a mediator, the mediator selected by CITY shall be the default mediator. Mediation shall begin within thirty (30) days of choosing a mediator, unless the Parties otherwise agree, in writing, to a later date.

   a. The Parties shall initiate mediation by providing written notice to the other Party stating a desire to mediate the dispute and describing the disputed issues.

   b. Mediation shall occur in Tom Green County, Texas and each Party shall bear its own costs incurred in connection with the mediation, including traveling expenses. The Parties shall equally share the costs of the mediator's fees.

   c. The resolution of any dispute during mediation will be in writing and made available to both Parties by the mediator.

   d. If a Party receiving a mediation request refuses to mediate, participate in

selecting a mediator, or attend mediation, this dispute resolution provision will be deemed to have been fulfilled by the aggrieved Party and the aggrieved Party is permitted to pursue any other remedies it may have.

4. Except in emergencies, no lawsuit under or related to this Agreement by one Party against the other may be filed until mediation of the issue has ended as determined by the mediator or has ended in accordance with this Article. Before initiating litigation, either Party shall notify the other Party of its intent to sue.

5. This section does not apply to disputes that involve a question of law.

6. Notwithstanding the existence of any dispute between the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by a court of competent jurisdiction or unless this Agreement terminates or expires under the terms provided herein.

C. Acceptance and Approval Consent. An approval by CITY of any part of LICENSEE's performance shall not be construed to waive compliance with this Agreement or to establish a standard of performance other than required or permitted by this Agreement or by law. Where this Agreement contains a provision that either Party approve or consent to any action of the other Party, such approval or consent shall not be unreasonably withheld or delayed.

D. Representations And Warranties. In addition to the representations, warranties, and covenants of LICENSEE to CITY set forth elsewhere herein, LICENSEE represents and warrants to CITY and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of CITY) that, as of the Effective Date and throughout the term of this Agreement:

1. *Organization, Standing and Power.* LICENSEE is a Wireless Services provider duly organized, validly existing and in good standing under the laws of the state of its organization and is duly authorized to do business in the State of Texas and in CITY. LICENSEE has all requisite power and authority to own or lease its properties and assets, subject to the terms of this Agreement, to conduct its businesses as currently conducted and to execute, deliver and perform this Agreement and all other agreements entered into or delivered in connection with or as contemplated hereby.

2. *Truthful Statements.* LICENSEE warrants, to the best of its knowledge and belief, that information provided and statements made in connection with its application for this Agreement were true and correct when made and are true and correct upon execution hereof.

3. *Condition of Right-of-Way.* LICENSEE accepts the Right-of-Way where Network Nodes and Node Support Poles are authorized to be located "AS IS", without any express or implied warranties of any kind.

E. Statement of Acceptance. LICENSEE and CITY, for themselves, their successors and

assigns, hereby accept and agrees to be bound by all terms, conditions and provisions of this Agreement.

F. Relationship of the Parties. LICENSEE shall be responsible and liable for its contractors, subcontractors, and sublicensees. CITY has no control or supervisory powers over the manner or method of LICENSEE's contractors' and subcontractors' performance under this Agreement. All personnel LICENSEE uses or provides are its employees, contractors, or subcontractors and not CITY's employees, agents, or subcontractors for any purpose whatsoever.

G. Severability. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

H. Entire Agreement. This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

I. Written Amendment. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of CITY (by authority of an ordinance adopted by the City Council) and LICENSEE.

J. Applicable Laws and Venue. This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances of the City of San Angelo, Texas, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction (collectively "Law"), including any lawful court or administrative decisions, judgments or orders that have been fully and finally adjudicated, including any appeals of such decisions judgments, or orders ("Decisions"). If any material provision of this Agreement is superseded or affected by Law, then the Parties shall negotiate in good faith to revise this Agreement. The Parties agree that within one (1) year from the effective date of this Agreement, it shall be amended and restated to conform to i) any Public Utilities Commission of Texas or court decisions relating to Chapter 284 of the Texas Local Government Code.

1. Subject to the Parties' obligation to submit to the dispute resolution process or mediation as described in this Agreement, LICENSEE shall submit any and all litigation and legal proceedings between any of them and CITY to the exclusive jurisdiction of the state or federal courts in the State of Texas and waive any objections or right as to forum non convenience, lack of personal jurisdiction, or similar grounds. Venue for any litigation relating to this Agreement is Tom Green County, Texas.

2. LICENSEE and CITY agree that neither Party shall initiate nor intervene as a Party in any legal action against the other Party to challenge the terms and the validity of this Agreement under Chapter 284 of the Texas Local Government Code.

K. Notices. All notices to either Party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the Party

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to whom the notice is given at its address set out below or other address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.

CITY	LICENSEE
City of San Angelo	Mobilitie, LLC
Attn: City Manager	Attn: Legal Department
72 W. College Ave.	660 Newport Center Drive, Suite 200
San Angelo, TX 76903	Newport Beach, CA 92660
With Copy to:	
City of San Angelo	Mobilitie, LLC
Attn: City Attorney	Attn: Asset Management
72 W. College Ave.	660 Newport Center Drive, Suite 200
San Angelo, TX 76903	Newport Beach, CA 92660

L. Captions. Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

M. Non-Waiver. If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

N. Enforcement. The City Attorney may enforce all legal rights and obligations under this Agreement without further authorization. LICENSEE shall provide to the City Attorney all documents and records pertaining to this Agreement that the City Attorney requests to assist in determining LICENSEE's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

0. Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

P. Survival. LICENSEE and CITY shall remain obligated to the other Party under all provisions of this Agreement that expressly or by their nature extend beyond the termination or expiration of this Agreement, including, but not limited to, the provisions regarding warranty, indemnification and confidentiality. All representations and warranties contained in this Agreement shall survive the term of the Agreement.

Q. Publicity. LICENSEE shall make no public announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the City Engineer. However, nothing herein shall preclude LICENSEE from listing CITY on its routine client list for matters of reference.

R. Parties In Interest. This Agreement does not bestow any rights upon any third party, but binds and benefits CITY and LICENSEE only.

S. Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights

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and remedies which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective agents on this ___ day of _____, 2017.

"LICENSEE"
MOBILITIE, LLC

BY: _____
_____, _____

ATTEST:

BY: _____

ITS: _____

"CITY"
CITY OF SAN ANGELO, TEXAS

BY: _____
Daniel Valenzuela, City Manager

ATTEST:

BY:_____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

_____
Russell Pehl, City Engineer

APPROVED AS TO FORM:

_____
Brandon Dyson, Assistant City Attorney

APPROVED AS TO INSURANCE:

_____
Charles Hagen, Risk Manager

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EXHIBIT A
LICENSED LOCATIONS

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EXHIBIT B
CITY OF SAN ANGELO
WIRELESS SERVICES DESIGN MANUAL

1. Attachment to Existing Poles

Attachments. Unless otherwise required by the City, the Provider shall submit attachments to the permit application that relate to the following:

1. Documentation that the Provider shall not locate, or cause to be located, more than three (3) network nodes on any pole unless otherwise approved by the City in writing;

2. An aerial map showing the specific location of the existing pole to which the network node is proposed to be attached, and a street view image, with such map being in XY Grid coordinates or latitude and longitude coordinates.

3. Plans and drawings prepared by a professional engineer licensed in the State of Texas that can confirm that the existing pole or infrastructure has the structural stability to carry proposed network nodes, can bear the local wind load without pole modification, and whether the installation will require pole reinforcement; and, if pole reinforcement is necessary, then the Provider shall provide engineering design and specification drawings for the proposed alteration to the existing pole

4. Scaled dimensioned drawings or pictures, including a before-and-after image of the pole and all proposed attachments and standalone equipment, of the proposed attachments of the network node to the existing poles or structures as well as any other proposed equipment, which indicates the spacing from existing curb, driveways, sidewalk, and other existing light poles and any other poles or appurtenances;

5. Scaled dimensioned construction plans indicating the current Right-of- Way line and showing the proposed underground conduit and equipment, and its spacing from existing utilities, with such construction plans showing a sectional profile of the Right-of-Way and identifying all existing utilities and existing utility conflicts;

6. Analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other communications components;

7. A traffic control plan, a SWPPP, and a trench safety plan if requested by the Director;

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8. A Street Use License issued by the City to the Provider, if required for the Provider's activities in the City's Right-of-Way;

9. Documentation showing that facilities above ground or on a pole or structure shall be concealed or enclosed to the maximum extent practicable in an equipment box, cabinet, or other unit that may include ventilation openings, and that there shall be no external cable or wire on any pole or structure, and no aerial wire or cable extending from the pole or structure;

10. Documentation showing that all projecting pole attachments, any equipment, or appurtenance mounted on the ground, shall comply with the Texas Accessibility Standards, American Disabilities Act as amended and shall not obstruct an existing or planned sidewalk or walkway;

11. Documentation showing that all proposed projecting pole attachments shall provide a minimum vertical clearance of eight feet (8');

12. Documentation showing that the color of the network node shall match the existing pole color such that the network node blends with the color of the pole to the maximum extent practicable; and

13. Any other documentation or analysis that the Director shall require that does not conflict with any applicable law.

2. Installation of New Poles

Attachments. Unless otherwise required by the City, the Provider shall submit attachments to the permit application that relate to the following:

1. A scaled site plan, a sealed elevation view, supporting drawings, calculations, and other documentation, signed and sealed by appropriate professional engineers, showing the location and dimensions of all improvements, including information concerning topography, radio frequency coverage, tower height requirements, setbacks, drives, parking, fencing, landscaping, adjacent uses, and other information necessary to ensure compliance with this Design Manual;

2. An aerial map showing the specific location of the existing pole to which the network node is proposed to be attached, and a street view image, with such map being in XY Grid coordinates or latitude and longitude coordinates;

3. Documentation showing that the Provider pole shall not be within three hundred feet (300') of an existing pole unless otherwise approved by the City in writing, and that the proposed new node support pole is spaced at least three hundred linear feet (300 LF) from another pole that is capable of supporting network nodes along the proposed location;

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4. Plans and drawings prepared by a professional engineer licensed in the State of Texas showing that the new network pole has the structural stability to carry proposed network nodes and can bear the local wind loads;

5. Scaled dimensioned drawings or pictures, including a before-and-after image of the pole and all proposed attachments and standalone equipment, of the proposed attachments of the network node to the existing poles or structures as well as any other proposed equipment, which indicates the spacing from existing curb, driveways, sidewalk, and other existing light poles and any other poles or appurtenances;

6. Scaled dimensioned construction plans indicating the current Right-of-Way line and showing the proposed underground conduit and equipment, and its spacing from existing utilities, with such construction plans showing a sectional profile of the Right-of-Way and identifying all existing utilities and existing utility conflicts;

7. A traffic control plan, a SWPPP, and a trench safety plan if requested by the Director;

8. Analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other communications components;

9. Plans and drawings showing that a proposed pole is set back a distance equal to the height of the pole from any off-site residential structure;

10. A Street Use License issued by the City to the Provider, if required for the Provider's activities in the City's Right-of-Way;

11. Documentation showing that facilities above ground or on a pole or structure shall be concealed or enclosed to the maximum extent practicable in an equipment box, cabinet, or other unit that may include ventilation openings, and that there shall be no external cable or wire on any pole or structure, and no aerial wire or cable extending from the pole or structure;

12. Documentation showing that all projecting pole attachments, any equipment, or appurtenance mounted on the ground, shall comply with the Texas Accessibility Standards, American Disabilities Act as amended and shall not obstruct an existing or planned sidewalk or walkway;

13. Documentation showing that all proposed projecting pole attachments shall provide a minimum vertical clearance of eight feet (8');

14. Documentation showing that the proposed poles are wooden or metal and what's similar to the area. If mixed use poles exist in the area defer to metal poles;

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15. Documentation showing that the color of the network node shall match the existing pole color such that the network node blends with the color of the pole to the maximum extent practicable; and

16. Any other documentation or analysis that the Director shall require that does not conflict with any applicable law.

3. Electrical Permit

The Provider shall be responsible for coordinating with the appropriate electrical utility to ensure compliance with any rules or regulations affecting a node or pole.

4. Installation

The Provider shall, at its own cost and expense, install the network nodes and node support poles in a good and workmanlike manner and in accordance with the requirements promulgated by this Design Manual, and all other applicable laws, ordinances, codes, rules, and regulations of the City, the State, and the United States, as such may be amended from time to time. As provided by this Design Manual and all applicable laws, the Provider's work shall be subject to the regulation, control, and direction of the City. All work done in connection with the installation, operation, maintenance, repair, modification, or replacement of the network nodes and node support poles shall be in compliance with all applicable laws.

5. Inspections

The City may perform visual inspections of any network nodes and node support poles located in the Right-of-Way, as the City deems appropriate without notice. If the inspection requires physical contact with the network nodes or node support poles, the City shall provide written notice to the Provider within five (5) business days of the planned inspection. The Provider may have a representative present during such inspection.

In the event of an emergency situation, the City may, but is not required to, notify the Provider of an inspection. The City may take action necessary to remediate the emergency situation and the City shall notify the Provider as soon as practically possible after remediation is complete.

6. Placement

A. *Parks.* The placement of network nodes and node support poles in any parks, park roads, sidewalk, or property is prohibited unless such falls within the definition of Public Right-of-Way in Chapter 284 of the Texas Local Government Code and the placement complies with applicable Laws, private deed restrictions, and other public or private restrictions on the use of the Park.

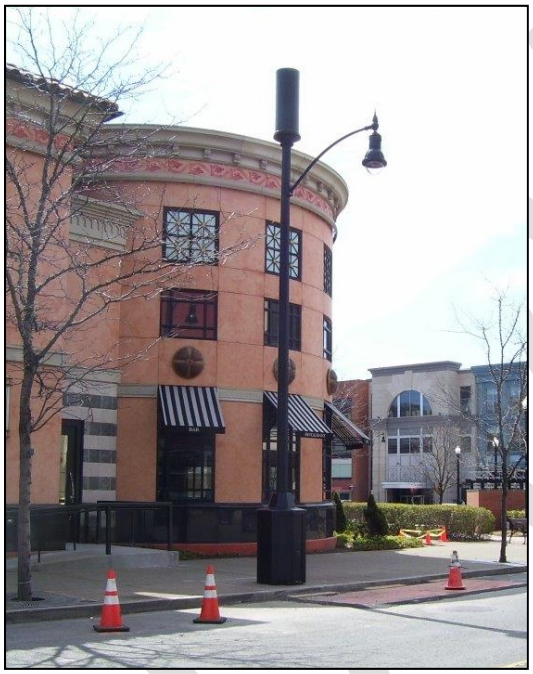
B. City Infrastructure. The Provider shall neither allow nor install network nodes or node support poles on any City property that falls outside the definition of Public Right-of-Way in Chapter 284 of the Texas Local Government Code.

C. Residential Streets. The Provider shall neither allow nor install network nodes or node support poles in Right-of-Way that is adjacent to a street or thoroughfare that is not

more than fifty (50) feet wide and adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions, unless otherwise approved by the City in writing. If in a residential area the pole can only be in the alley.

D. Historic District. The Provider shall neither allow nor install network nodes or node support poles in Right-of-Way that is within a Historic District as defined by Chapter 284 of the Texas Local Government Code, unless approved by the City in writing.

E. Decorative Poles. The Provider shall neither allow nor install network nodes on a Decorative Pole as defined by Chapter 284 of the Texas Local Government Code, unless approved by the City in writing. This standard shall be applicable to all the new decorative poles. The City will only entertain proposals, if they use camouflage techniques that are reviewed and approved by the City. See examples below.



- Poles. Wireless Facilities on node support poles shall be installed at least eight (8) feet above the ground.

- Right-of-Way. Unless otherwise approved in writing by the City, node support poles and ground equipment shall be placed, as much as possible, near the outer edge of the Right of Way line, but in no case within twenty-four (24) inches to the back of curb. Node support poles and ground equipment or network nodes shall not impede pedestrian or vehicular traffic in the Right-of-Way. If a node support pole and ground equipment or network node is installed in a location that is not in accordance with the plans approved by the City and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Provider shall remove the node support

poles, ground equipment and/or network nodes.

7. Fiber Connection

The Provider shall be responsible for obtaining access and connection to fiber optic lines or other backhaul solutions that may be required for its node support poles or network nodes.

8. Generators

The Provider shall not allow or install generators or back-up generators in the Right-of-Way.

9. Equipment Dimensions

The Provider's node support poles and network nodes shall comply with the dimensions set forth in Chapter 284 of the Texas Local Government Code. The Provider shall provide the Chapter, Section (that the Provider is complying with) and detailed dimensions proposed for each of the node support poles and network nodes.

10. Tree Maintenance

The Provider and its contractors and agents shall obtain written permission from the City before trimming trees hanging over its node support poles and network nodes to prevent branches of such trees from contacting node support poles and network nodes. When directed by the City, however, the Provider shall trim under the supervision and direction of the Parks Director. The City shall not be liable for any damages, injuries, or claims arising from the Provider's actions under this section.

11. Signage

A. The Provider shall post its name, location, identifying information, and emergency telephone number in an area on the node support pole and network node that is visible to the public. Such signage required under this section shall not exceed four inches by six inches (4" x 6") unless otherwise required by law or the City.

B. Except as required by law or by the utility pole owner, the Provider shall not post any other signage or advertising on any node support pole, network node, or utility pole.

12. Overhead Lines Prohibited

The Provider shall neither allow nor install any overhead lines connecting to a node support pole. All overhead lines connecting to the node support pole where other overhead telecommunications or utility lines are or planned to be buried below ground as part of a project shall be buried below ground.

13. Graffiti Abatement

As soon as practical, but not later than ten (10) days from the date Provider receives notice thereof, the Provider shall remove all graffiti on any of its node support poles and network

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nodes located in the Right of Way.

14. Signal Interference with City's Communications Infrastructure Prohibited

A. No interference. In the event that Provider's network nodes interferes with the City's traffic signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, then the Provider shall promptly cease operation of the network nodes causing said interference upon receiving notice from the City and refrain from operating. The Provider shall respond to the City's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving notice.

B. Protocol for Responding to Event of Interference. The protocol for responding to events of interference will require the Provider to provide the City an Interference Remediation Report that includes the following items:

1. A remediation plan that outlines a plan to stop the event of inference;

2. A time frame for execution that provides the expected time frame for execution of the remediation plan; and

3. Any additional information that is relevant to the execution of the remediation plan.

In the event that interference with City facilities cannot be eliminated, Provider shall shut down the network nodes and remove or relocate the network node that is the source of the interference as soon as possible to a suitable alternative location made available by City.

C. Following installation or modification of a network node, the City may require the Provider to test the network node's radio frequency and other functions to confirm it does not interfere with the City's Operations.

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EXHIBIT C
APPLICATION FOR LOCATION REVIEW
(*sample form*)

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REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Tina Dierschke, Finance Director, Finance, 325-657-4268

Meeting Date: July 18, 2017

Item type: Regular Item

Caption:

Update on Sales Tax revenue performance - (Presentation by Finance Director Tina Dierschke)

Summary/History:

The Finance Department has been closely monitoring the performance of Sales Tax revenue this year given the challenging year the City had in fiscal year 2016.

Sales Tax Revenue has performed as follows this fiscal year:

October - increase of 0.39%
November - decrease of 10.04%
December - decrease of 18.72%
January - increase of 4.3%
February - decrease of 2.3%
March - decrease of 4.4%
April - increase of 2.37%
May - decrease of 3.45%
June - increase of 12.25%
July - increase of 13.50%

Year to date, revenue is approximately $552,000 short of the target. Because of this trend, the Finance Department has been in regular discussions with all departments to develop a plan that protects the General Fund's fund balance and solvency moving forward.

The City Manager and the Finance Department have met with the General Fund and other department directors weekly to suggest and discuss ways to mitigate risk while still providing the core services that our citizens deserve and expect as well as meeting the goals of our City Council. To date, the City has implemented a hiring freeze for non-essential personnel and a decrease to per diem travel and mileage rates effective until September 30, 2017. We have also implemented a food policy and a hold on non-essential travel. We continue to work toward implementing other cost saving measures on an ongoing basis.

Financial Impact:

Sales Tax revenue for fiscal year 2017 was under budget by 3.88% and $551,932 after July 2017 receipts.

Other Information/Recommendation:

Attachments:

1. Slides FIN 180717 Strategic Planning - Sales Tax - Council.pptx
2. Chart Monthly Revenue Trends 2017 - July.pdf

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Becky Dunn	Approved
Bryan Kendrick	Final Approval

City Council

July 18, 2017

Sales Tax Revenue

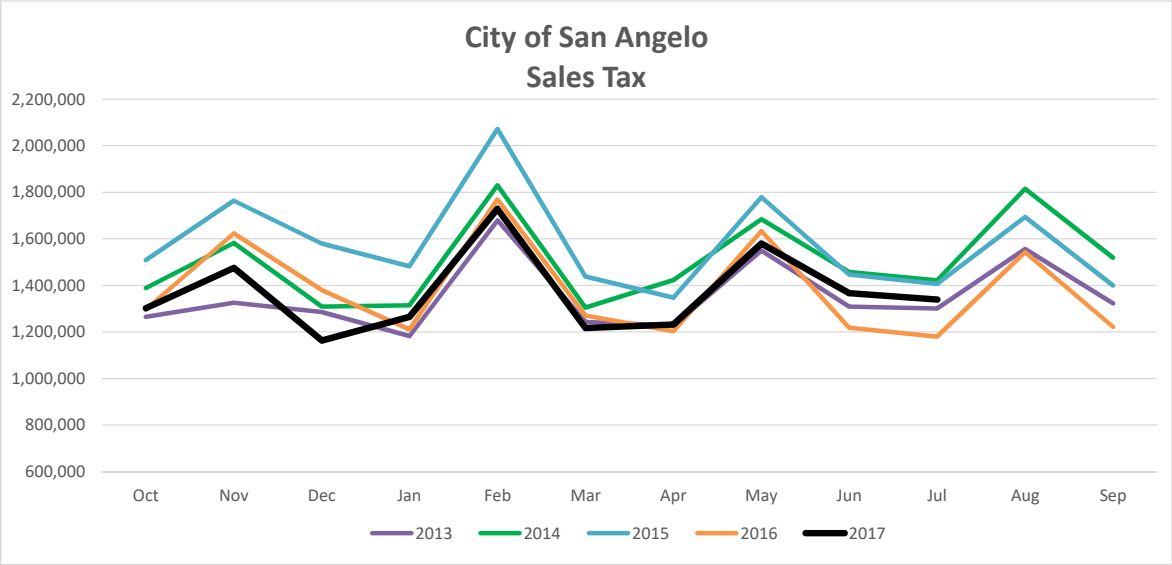
- Up 13.50% in June compared with the same month in prior year
- Under budget for revenue by $551,932 year to date

City Council

July 18, 2017

City of San Angelo
Sales Tax - General Fund

Month	2013	2014	2015	2016	2017	% Change	Budget Allocation by Month	Difference from Budget Allocation	Over / (Under) FY2016	% Over / (Under)
Oct	1,264,349	1,388,436	1,508,233	1,296,733	1,301,852	0.39%	1,337,503	(35,651)	5,119	0.39%
Nov	1,325,810	1,582,107	1,764,518	1,622,933	1,474,872	-9.12%	1,531,075	(56,203)	(148,061)	-10.04%
Dec	1,285,109	1,308,812	1,579,718	1,380,463	1,162,763	-15.77%	1,358,305	(195,542)	(217,700)	-18.72%
Jan	1,182,268	1,314,856	1,482,453	1,210,786	1,265,207	4.49%	1,288,557	(23,350)	54,421	4.30%
Feb	1,679,307	1,829,723	2,071,878	1,768,937	1,728,678	-2.28%	1,834,154	(105,476)	(40,259)	-2.33%
Mar	1,242,578	1,304,418	1,438,299	1,270,043	1,216,505	-4.22%	1,288,078	(71,572)	(53,537)	-4.40%
Apr	1,227,766	1,423,130	1,347,047	1,202,841	1,231,345	2.37%	1,289,856	(58,511)	28,505	2.31%
May	1,548,822	1,684,129	1,779,019	1,633,849	1,579,360	-3.34%	1,639,001	(59,641)	(54,490)	-3.45%
Jun	1,309,232	1,457,046	1,446,101	1,217,893	1,367,061	12.25%	1,334,941	32,120	149,168	10.91%
Jul	1,300,467	1,421,110	1,405,787	1,180,024	1,339,373	13.50%	1,317,478	21,895	159,349	11.90%
Aug	1,556,125	1,814,100	1,693,299	1,542,217						
Sep	1,322,921	1,519,457	1,400,015	1,222,722						
Total	16,244,755	18,047,324	18,916,368	16,549,442	13,667,016	-0.85%	14,218,948	(551,932)	(117,486)	-0.86%
Orig Budget	14,888,588	16,075,699	18,427,862	19,200,000	17,200,000					



Projection - Flat	16,431,956
Over/(Under) Budget - Flat	(768,044)

YTD Collections	13,667,016
PYTD Collections	13,784,502
% increase	-0.85%

YTD Budget	14,218,948
YTD Collections	13,667,016
YTD Over/ (Under)	(551,932)
YTD Over/ (Under)	-3.88%

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL

Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: July 18, 2017

Item type: Consent Item

Caption:

Consider appointing Council Member representation on following Boards and Committees:
1) Audit Committee;
2) CVCOG Executive Committee;
3) CVCOG General Assembly;
4) CVCOG Transit Board; and
5) Investment Oversight Committee - (Presentation by City Clerk Bryan Kendrick)

Summary/History:

As you know, the Council Members also serve as representatives on various boards and committees. Below is the current Council Representation:

1. Audit Committee

Currently Vacant (Charlotte Farmer)

2. Concho Valley Council of Governments - Executive Committee:

Currently Vacant (Charlotte Farmer)

3. Concho Valley Council of Governments - General Assembly:

Lane Carter
Lucy Gonzales

4. Transit District Board:

Harry Thomas
2 Vacancies (Morrison/Farmer)

5. Investment Oversight Committee

Harry Thomas
1 Vacancy (Charlotte Farmer)

Financial Impact:

N/A

Other Information/Recommendation:

Staff seeks Council's action on re-appointment or new appointments for all positions.

Attachments:

1.	CVCOG By-Laws	CC Council Representation CVCOG Bylaws.pdf
2.	CVCOG/CVTD Info	2017_06_22_13_46_57 (1).pdf

Presentation:

Approvals/Reviews:

Bryan Kendrick	Created/Initiated

BYLAWS

Of the

CONCHO VALLEY

COUNCIL OF GOVERNMENTS

San Angelo, Texas

As Amended:

August 9, 1978

December 10, 1980

October 10, 1981

September 11, 1982

March 6, 1996

October 14, 2009

July 10, 2013

BYLAWS
OF THE
CONCHO VALLEY COUNCIL OF GOVERNMENTS

PREAMBLE

We, the elected officials of local governments in the Concho Valley Region hereby join together in a voluntary association to be known as the Concho Valley Council of Governments for the purpose of meeting at regular intervals to discuss and study community challenges of mutual interest and concern, and to develop policy and action recommendations for ratification and implementation by member local governments.

We realize that our individual and common destinies rest with the interdependent actions of the local governments which comprise our region.

This voluntary association which we have formed is a vehicle for closer cooperation and is not a new layer of government nor a super-government. As a voluntary organization of local governments, the members seek, by mutual agreement, solutions to mutual problems for mutual benefit.

Our goal is to retain and strengthen local home rule while combining our total resources for regional challenges beyond our individual capabilities.

We believe that the expansion of the concept of voluntary cooperation among local governments is an effective means for achieving this goal. We believe that cooperation must be fostered in two ways: By strengthening the abilities of local governments to meet individual local needs; and by developing a voluntary association (council) of local governments to meet the broader common needs.

ARTICLE I
ORGANIZATION

There is hereby organized under Chapter 391, Local Government Code, (Formerly, Article 1011M, Vernon's Annotated Civil Statutes), a regional planning commission which shall be known as the Concho Valley Council of Governments, which shall be a voluntary association of governments.

ARTICLE II
PURPOSE

The Concho Valley Council of Governments shall be a voluntary organization of local governments to foster a cooperative effort in resolving problems, policies, and plans that are common and regional. The purpose of this organization is:

A. To join and cooperate to improve the health, safety, and general welfare of their residents;

B. To plan for the future development of communities, areas, and regions;

C. To improve the planning of transportation systems;

D. To help provide adequate street, utility, health, educational, recreational, and other essential facilities as the communities, areas, and regions grow;

E. To recognize the needs of agriculture, business, and industry;

F. To help provide healthful surroundings for family life in residential areas;

G. To help preserve historical and cultural values;

H. To help ensure the efficient and economical use of public funds is commensurate with the growth of the communities, areas, and regions.

I. To make studies and plans to guide the unified, far-reaching development of a region, eliminate duplication, and promote economy and efficiency in the coordinated development of a region.

ARTICLE III
MEMBERSHIP

A. Requirements

1. The geographic area within which eligible members shall be located include Coke, Concho, Crockett, Edwards, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton and Tom Green Counties.

2. Members must be geographically situated within a county listed in Article III, A.1.

3. All incorporated communities within a county shall become members simultaneously with the county. The Executive Committee may deviate from this requirement when requested if in its opinion such a deviation would give priority to the condition that the incoming members who are units of general local government together represent 75% of the aggregate population of the county.

4. The membership by a county will continue the contiguous nature of the existing membership and will not create a geographic void in the existing membership area.

5. Compliance by the member with the requirement in the Bylaws concerning financial contributions of its members.

6. Voting membership shall be open to:

    a. Member counties
    b. Member cities/towns
    c. Member school districts
    d. Member soil and water conservation districts
    e. Member River Authorities
    f. Member Water Districts
    g. Other special districts by permission of the Executive Committee

7. Upon approval of the Executive Committee, pending final approval of the General Assembly, eligible governmental units, public utility companies, public and private companies within the area of the CVCOG may become associate members of the CVCOG by passage of an ordinance, minute order, resolution or other appropriate and legal action of the governing body of such units adopting Articles of Association and appropriating the funds required to pay their share of the dues of the CVCOG. In no event shall an associate member in the CVCOG be entitled to voting representation in the General Assembly or on the Executive Committee.

B. Representation

Each member government shall be officially represented at the General Assembly as follows:

1. Each member county shall have one (1) representative who shall be an elected official, a member of the Commissioner's Court, and elected by the Commissioner's Court.

2. Each member county with a population exceeding 50,000 shall have two (2) additional representatives elected as prescribed in Article III, B.1.

3. Each member city which is incorporated shall have one (1) representative who shall be an elected official, a member of the member city's legislative body, and elected by that legislative body.

4. Each member city which is incorporated and has a population exceeding 25,000 shall have two (2) representatives who are qualified and elected as prescribed in Article III, A.

5. Each member city which is incorporated and has a population exceeding 50,000 shall have three (3) representatives who are qualified and elected as prescribed in Article III, A.

6. Each member independent school district with an enrollment of 10,000 or more shall have two (2) representatives who shall be elected members of the school board.

7. Each member independent school district with an enrollment of less than 10,000 shall have one (1) representative who shall be an elected member of the school board.

8. Member Soil and Water Conservation Districts, Member River Authorities and Water Districts, and other member special districts shall each have one (1) representative who is a member of its governing body and appointed by that body.

9. The population of any member governmental unit shall be determined by the preceding United States Census. After each United States Census membership shall be adjusted accordingly.

10. As used in these Bylaws, the term "elected official" means a Mayor and other members of the governing body of a city, town or village, a county judge, a county commissioner, a member of the Board of Trustees of a School District, a member of the Board of Supervisors of a Soil and Water Conservation District, or a member of the governing body of a special district other than a Soil and Water Conservation District.

11. As used in these Bylaws, the terms "cities", "towns", and "villages" shall mean those communities incorporated as such pursuant to the terms and requirements of the laws of the State of Texas.

12. Representatives shall serve during the term of office to which they have been elected as members of governing bodies of CVCOG member governmental units unless replaced sooner by the appointing authority.

13. In addition to the above named members, two members of the Texas Legislature whose districts include all or part of the Concho Valley Region shall be designated by the Executive Committee to serve as members of the General Assembly. Such members shall serve until a successor shall be appointed by the Executive Committee.

C. Admission and Withdrawal

1. Membership in the CVCOG shall be contingent upon execution of a resolution, ordinance, minute order or other appropriate legal action by the governing body of the member.

2. Withdrawal from membership may be accomplished upon execution of a resolution, ordinance, minute order or other appropriate legal action by the governing body of the member.

D. Dues

The CVCOG shall send each member before June 1st of each year a statement of dues for the coming year. Each member governmental unit shall pay to CVCOG an amount equal to one year's dues on or before October 1st of each year. Members whose annual dues have not been paid as of October 31st of the dues' year shall be given written notice by certified mail, return receipt requested, as soon thereafter as practicable of this delinquency, which notice shall include a statement advising such member that it is delinquent and further advising that if such dues are not paid within thirty (30) days from the date of such notice, its membership and all privileges afforded thereby, including the right to vote, shall be terminated automatically as provided herein. Thereafter, upon the expiration of thirty (30) days from the date of such notice, any delinquent member shall be notified by certified mail, return receipt requested, that its membership and all privileges afforded thereby have been terminated. A terminated member shall automatically be reinstated upon payment of all delinquent dues and the current dues, if any, then owing. The amount of annual dues shall be as follows:

1. Member counties and cities shall pay annual dues in the amount of $.05 per capita.

2. Each independent school district with an enrollment of over 10,000 shall pay annual dues of $1,000.00.

3. All other independent school districts shall pay annual dues of $100.00.

4. All other voting members shall pay annual dues of $25.00.

5. Associate members shall pay annual dues of $200.00.

6. Annual dues by any member shall in no event be less than $25.00.

ARTICLE IV
POLICY BODIES

The CVCOG shall have two policy bodies – a General Assembly and Executive Committee.

A. General Assembly

1. **Quorum.** A quorum of the General Assembly shall consist of a majority of the total representatives of the member general purpose governments. Proxies shall be in writing; stating the name of the proxy, date of the meeting and signed by the person giving the proxy with this stipulation: proxies may only be held by those representing the membership of the person giving the proxy, i.e. a member who represents an entity must give his or her proxy to someone representing the same entity. The presiding officer at the meeting shall be the sole judge of the validity of the proxy and shall identify all proxy votes at the beginning of each meeting. Associate members shall not be included for quorum purposes.

2. **Voting.** Each representative of a member government and member of the Texas Legislature designated by the Executive Committee shall have one (1) vote in the General Assembly. Proxies may vote at any meeting of the General Assembly for which they were duly appointed and accepted.

3. **Meetings.** The General Assembly is required to meet at least one time each fiscal year of the CVCOG. The exact date of the meeting shall be determined by the Executive Committee. Election of officers shall be held at this meeting. The General Assembly shall also meet upon call of its president or the Executive Committee, or by petition of at least 10% of the membership of the General Assembly.

4. **Responsibilities.** The responsibilities of the General Assembly are:

   a. To adopt and amend Bylaws;
   b. To review actions of the Executive Committee;
   c. To annually elect from representatives of general purpose member governments a President, Vice-President, Secretary, and other officers as required.; and
   d. To resolve questions arising under Article III.

5. **Policy Recommendations.** The General Assembly may recommend policy to the Executive Committee which shall be the governing body of the CVCOG.

B. Executive Committee

1. Membership

a. Except when filling a vacancy, new Executive Committee members, after being duly selected, shall assume their position on the Executive Committee beginning January 1st following their appointment.

b. Each county, within the Concho Valley region, shall have one representative who shall be the County Judge or a County Commissioner, appointed by the Commissioner's Court.

c. A member city with a population of 50,000 or more (determined by the preceding U.S. Census) shall have one (1) representative on the Executive Committee chosen from that unit's governing body.

d. A member independent school district with an enrollment exceeding 10,000 shall have one (1) representative on the Executive Committee chosen from that independent school district's representatives to the General Assembly.

e. Two members of the Texas Legislature chosen by the other members of the Executive Committee from among the legislators whose districts include all or a portion of the Concho Valley Region shall be voting members of the Committee. Such members shall serve until a successor shall be appointed.

2. **Officers.**

a. **The** officers of the Executive Committee shall be Chair, Vice-Chair and Secretary. The officers shall be elected annually by the Executive Committee.

b. Should a vacancy occur in the office of the Chair, the Vice-Chair shall become Chair for the balance of the unexpired term. Should a vacancy occur in the office of Vice-Chair, the Secretary shall become Vice-Chair for the balance of the unexpired term. Should a vacancy occur in the office of the Secretary, the Executive Committee shall by simple majority of the members present, elect a new Secretary to serve the balance of the unexpired term.

3. **Quorum.** A quorum of the Executive Committee shall consist of a majority of the total members of the Executive Committee in good standing. Proxies shall be in writing; stating the name of the proxy, date of the meeting and signed by the person giving the proxy with this stipulation: proxies may only be held by fellow Executive Committee members in good standing. The presiding officer at the meeting shall be the sole judge of the validity of the proxy and shall identify all proxy votes at the beginning of each meeting. Proxies do not count for purposes of a quorum.

4. **Vacancies.** Should any member of the Executive Committee miss three consecutive regular meetings of such Committee without reason satisfactory to the Executive Committee, then the Executive Committee may declare the post vacated. When a vacancy occurs on the Executive Committee by reason or removal, resignation, death, withdrawal from public office, or any other

reason, the remaining members of the Executive Committee shall appoint an eligible replacement until the appropriate appointing authority designates a new member.

5. **Voting.** Voting on routine matters in the Executive Committee requires a simple majority of those members present and voting. Proxies may vote at any meeting of the Executive Committee for which they were duly appointed and accepted.

6. **Meetings.** The Executive Committee shall meet at least monthly or on call of its Chairman, or at the direction of the General Assembly, or upon call of at least 10% of the voting membership of the Executive Committee.

7. **Responsibilities.** The responsibilities of the Executive Committee are:

a. To adopt CVCOG budget and membership fee schedules;

b. To initiate, advise and aid in the establishment of cooperative arrangements, among local governments in the region;

c. To propose, initiate, or approve any study, policy discussion, plan, or other CVCOG policy matters;

d. To resolve questions arising under Article IV.B.1.

e. To make recommendations to any local governments or other appropriate agencies or entities;

f. To propose amendments to intergovernmental agreements for ratification of members;

g. To designate an Applications Review Committee pursuant to Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966, and relevant Executive Orders, in accordance with the guidelines established by the Office of Management and Budget.

h. To nominate a slate of officers to the General Assembly for approval and election;

i. To appoint, fix salary of, and remove Executive Director;

j. To be responsible for prescribing adequate controls for the investment, receipts, disbursement, and accounting for all CVCOG funds.

k. To review CVCOG's investment policy annually.

l. To provide for an independent audit annually, with the auditor selected pursuant to a Request for Proposals (RFP) to be released at least every five (5) years. The maximum number of consecutive years that an auditor may provide services shall be five (5).

m. To provide an opportunity for the state and federal governments and other agencies having interest to participate in CVCOG activities;

n. To seek and accept contributions and grants-in-aid;

o. To provide for the duties, responsibilities and powers of officers and staff members;

p. To execute, approve execution, ratify, confirm, or authorize the execution of any contract or any amendment of any contract in its own right or by and through the Executive Director until such time as the Executive Committee shall by resolution terminate such power;

q. To provide that the certification of the Executive Director to the termination or non-termination of any power to contract, granted in these Bylaws, shall be conclusive of the same.

ARTICLE V
STAFF

The CVCOG shall have staff as provided for by the policy bodies. The Executive Committee shall have authority to appoint and remove the Executive Director and may authorize such other staff positions deemed necessary to carry out the functions of the CVCOG. The Executive Director shall be responsible for coordinating all staff and consultant services provided for to the CVCOG, preparing and administering the Annual work program and budget, employing, retaining, and removing all other personnel as may be necessary, performing all other duties delegated to him by the Executive Committee, including but not limited to the power to execute contracts as hereinafter specified. When time is of the essence, as determined by the Executive Director, said Executive Director shall have the power to execute any and all proper contracts, agreements or amendments of the same, and said contract, agreement, or amendment of the same shall be valid, binding and in full force and effect until such time as the Executive Committee shall by resolution reject it. When time is not of the essence, as determined by the Executive Director, each contract, agreement and/or amendment of the same shall be specifically approved by the Executive Committee by Resolution attached to the same, before the same shall be binding and in full force and effect. The certificate of the Executive Director that time is of the essence and that his contractual powers have not been terminated shall be conclusive of the same. The Executive Committee may require a fidelity bond, or other appropriate insurance of fidelity coverage in such amounts as seem prudent, on designated members of the Executive Committee and staff. The premiums for such bonds or insurance shall be paid by the CVCOG.

ARTICLE VI
FINANCE

A. Budget

The annual budget may be prepared in a manner that involves the splitting of the budget into a core budget and a special projects budget. The core budget will be the basic program budget, the benefits

of which are received by all members. The special projects budget will include items of special interest and benefit to some of the members, but not necessarily all of them. The special projects budget will be supported by special contributions from those governments which directly benefit from the special project.

B. Authorization to Sign Checks

Checks will be signed by the persons to be designated by the Executive Committee. The Executive Director will certify that the item or the items for which the check is issued are payable and where appropriate will allocate charges to a specific project.

C. Contributed Services

Financial contributions to the CVCOG may take the form of contributed services, the cash equivalent of which can be readily determined.

ARTICLE VII
CITIZEN INVOLVEMENT

The solicitation and consideration of citizen viewpoints shall be achieved through the mechanism of citizen advisory committees which shall be designated by and serve at the pleasure of the General Assembly and/or the Executive Committee.

ARTICLE VIII

AMENDMENTS

These Bylaws may be amended (repealed) or added to at regular or special meetings of the General Assembly, provided that ten (10) days in advance of the meeting a written notice shall have been sent to each representative, which notice shall state the amendments or changes which are proposed to be made in such Bylaws. Proposed amendments shall be considered to have passed if two-thirds of the participating representatives vote in the affirmative.

******

Adopted October 7, 1967

Amended August 9, 1978
December 10, 1980
October 10, 1981
September 11, 1982
March 6, 1996
October 14, 2009
July 10, 2013

CONCHO VALLEY COUNCIL OF GOVERNMENTS

GENERAL ASSEMBLY

Summary/History:

Due to the results of the recent election the Concho Valley Council of Governments General Assembly now has a vacancy in City voting member representation. In accordance with the CVCOG Bylaws an elected representative should be chosen by the City Council.

Membership

Each member city which is incorporated and has a population exceeding 50,000 shall have three (3) representatives who are qualified and elected. ***Of those (3) three, one shall be appointed to the Executive Committee.***

1. Council Member Lane Carter, District 5
2. Vacant
3. Council Member Lucy Gonzales, District 4

EXECUTIVE COMMITTEE

Summary/History:

Due to the results of the recent election the Concho Valley Council of Governments Executive Committee (CVCOG) now has a vacancy in City voting member representation. In accordance with the CVCOG Bylaws an elected representative should be chosen by the City Council.

Membership

A member city with a population of 50,000 or more (determined by the preceding U.S. Census) shall have one (1) representative on the Executive Committee chosen from that unit's governing body.

1. Vacant

CONCHO VALLEY TRANSIT DISTRICT

Summary/History:

Due to the results of the recent election the Concho Valley Transit District Board (CVTD) now has two vacancies in City voting member representation. In accordance with the CVTD Bylaws an elected representative should be chosen by the City Council.

Membership

The board shall have a total of 16 members in accordance consisting of one (1) Elected Official from each of the counties in the district and three (3) Elected Officials from the City Of San Angelo. If an Official from the City of San Angelo is not able to attend, they may select a current and actively serving member of the City of San Angelo Council to sit as a *Designee*. This Designee would not have voting rights but would attend for quorum purposes only. The representatives will be selected in accordance with Chapter 458.06 (rural) and 458.09 (urban) of the Transportation Code of the State of Texas.

1. Council Member Harry Thomas, District 3
2. Vacant
3. Vacant

DESIGNATION OF CONCHO VALLEY COUNCIL OF GOVERNMENTS' GENERAL ASSEMBLY REPRESENTATIVES AND EXECUTIVE COMMITTEE FOR THE CITY OF SAN ANGELO

The CVCOG Bylaws state that the City of San Angelo is eligible to have (3) three representatives to the CVCOG General Assembly. Of those (3) three, one shall be appointed to the Executive Committee.

The City Council for the City of San Angelo met on _____, and designated the following (3) three who are members of the City Council, to be voting representatives to the General Assembly of the Concho Valley Council of Governments:

_____

_____

_____

Of the those (3) representatives the council designates _____ as the City's Executive Committee Member of the Concho Valley Council of Governments.

_____ Attest:_____

Mayor Name & Title

Please return to: Concho Valley COG, P.O. Box 60050, San Angelo, TX 76906

Please indicate below the mailing address and phone number where the members wish to receive CVCOG mail and telephone contacts. Please include email if possible.

_____

_____

_____

DESIGNATION OF CONCHO VALLEY TRANSIT DISTRICT COMMITTEE MEMBER REPRESENTING MEMBER OF GOVERNMENTS FOR THE CITY OF SAN ANGELO

The San Angelo City Council for met on _____, 2017 and designated _____, to be the member of the Concho Valley Transit District Board representing member of governments for the City of San Angelo.

_____ Attest:_____

Mayor Name & Title

****

Please return to: Concho Valley COG, P.O. Box 60050, San Angelo, TX 76906

Please indicate below the mailing address and phone number where the member wishes to receive CVCOG mail and telephone contacts.

_____

_____

_____

_____

email optional _____

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE 2.7 "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 10 "TAX INCREMENT REINVESTMENT ZONE BOARD," SECTIONS 2.07.281 "ORGANIZATION AND PROCEDURE", 2.07.282 "QUALIFICATIONS" AND 2.07.283 "TERMS" BY RESTATING SAID SECTIONS IN THEIR ENTIRETY TO PROVIDE FOR A TAX INCREMENT REINVESTMENT ZONE BOARD OF TWELVE BOARD MEMBERS; PROVIDING FOR QUALIFICATIONS OF BOARD MEMBERS; ADDING A NEW SECTION 2.07.292 PROVIDING FOR CONFLICTS OF INTEREST; REMOVING CHAPTER 2 "ADMINISTRATION," ARTICLE 2.7 "BOARDS, COMMITTEES AND COMMISSIONS," DIVISION 11 IN ITS ENTIRETY, THUS ELIMINATING THE DOWNTOWN DEVELOPMENT COMMISSION; RATIFYING OTHER ACTIONS; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council for the City of San Angelo adopted an ordinance on December 19, 2006, creating a tax increment reinvestment zone, "Reinvestment Zone Number One, City of San Angelo" to preserve the near and long term integrity of the economic and social investment in the designated area and needed to encourage additional new projects within the designated area; and,

WHEREAS, the City of San Angelo draws upon its citizens for their experience, knowledge and expertise to serve as volunteers on a number of boards and commissions; and,

WHEREAS, the City Council has determined that it is in the public's interest to have adequate representation from all single member districts of the city in the overall appointment process and has adopted by resolution a uniform policy for appointment of City advisory boards and commissions by single member district; and,

WHEREAS, the City Council finds that an appointment process with respect to members of the Tax Increment Reinvestment Zone Board similar to its uniform policy for the appointment of members of advisory boards and commissions would serve the best interest of the public; and,

WHEREAS, the duties required of the Downtown Development Commission have been fulfilled; and,

WHEREAS, the Tax Increment Reinvestment Zone and the Downtown Development Commission have overlapping areas of oversight with common goals:

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

Section 1. Chapter 2 "Administration," Article 2.7 "Boards, Committees and Commissions," Division 10, "Tax Increment Reinvestment Zone Board, Section 2.07.281 "Organization and Procedure", is amended by restating said section in its entirety to read as follows:

"**Section 2.07.281 Organization and Procedure**

There is hereby created within the city a tax increment reinvestment zone board that consists of nine (9) regular board members to be filled by nomination and appointment as follows:

(1) One (1) board seat shall be appointed by city council from a nomination of the mayor;

(2) Each of six board member seats shall be appointed by city council, designated for city council single member districts one through six respectively, from nomination of each council member representing each designated single member district;

(3) Two (2) board member seats shall be appointed by the County Commissioners Court, Tom Green County;

In addition, there shall be five (5) non-voting, ex-officio members who will attend and participate in an advisory capacity. Each one of the five will be a representative of each of the following organizations: San Angelo Chamber of Commerce, Downtown San Angelo, San Angelo Independent School District, Goodfellow Air Force Base, and Angelo State University."

Section 2. Chapter 2 "Administration," Article 2.7 "Boards, Committees and Commissions," Division 10, "Tax Increment Reinvestment Zone Board, Section 2.07.282 "Qualifications," is amended by restating said section in its entirety to read as follows:

"**Section 2.07.282 Qualifications**

All regular and alternate board members shall be at least eighteen (18) years of age and a resident of Tom Green County. Any regular board member who ceases to possess such qualifications shall automatically be deemed to have vacated his or her membership on the board.

Appointees of council members representing Single Member Districts (SMDs) two, three, and four shall live, work and/or own property within the TIRZ – North. Appointees of council members representing Single Member Districts (SMDs) one, five, and six shall live, work and/or own property within the TIRZ – South."

Section 3. Chapter 2 "Administration," Article 2.7 "Boards, Committees and Commissions," Division 10, "Tax Increment Reinvestment Zone Board", Section 2.07.283 "Terms," is amended by restating said section in its entirety to read as follows:

"**Section 2.07.283 Terms**

(1) Of the initial board member appointments by city council after the effective date of the ordinance, four (4) shall be for a two (2) year term, and three (3) shall be for a three (3) year term. Of the initial board member appointments by the county commissioners' court after the effective date of this ordinance, one (1) shall be for a two (2) year term, and one (1) shall be for a three (3) year term.

(2) All appointments for regular members made after the initial appointments shall be for a term of two (2) years, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term, thereby maintaining staggered terms. Ex-officio members will not have terms or term limitations.

(3) No individual may serve more than three, full consecutive board member terms, except after one full year from the date of last service as a board member."

Section 4. Chapter 2 "Administration," Article 2.7 "Boards, Committees and Commissions," Division 10, "Tax Increment Reinvestment Zone Board", Section 2.07.284 "Duties", is amended by restating said section in its entirety to read as follows:

"**Sec. 2.07.284 Duties**

The TIRZ board shall act as an advisory board to the city council in the operation and administration of the TIRZ; all action by the board is subject to city council approval. The authority and responsibility of the board expressly includes:

(1) Make recommendations to the city council regarding the administration of this division.

(2) Make recommendations to the city council regarding agreements that are necessary or convenient to implement the project plan and reinvestment zone financing plan.

(3) Make recommendations to the city council regarding agreements with local governments or political subdivisions for management of the zone or implementing the project plan and reinvestment zone financing plan.

(4) Make recommendations to the city council regarding establishing and providing for the establishment of programs that:

(A) Develop and diversify the economy of the zone;

(B) Eliminate unemployment and underemployment in the zone;

(C) Develop or expand transportation, business and commercial activity in the zone;

(D) Make grants and loans; and

(E) Stimulate business and commercial activity in the zone.

(5) Contract with the city regarding allocation from the tax increment fund to pay for the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of land within the zone.

(6) Make recommendations to the city council regarding the expenditure of TIRZ funds related to development and redevelopment of land within the zone, in conformance with the following process:

(A) An affirmative recommendation to expend TIRZ funds for a project in the same area as that from which the funds are derived requires a simple majority vote of the TIRZ board members present when the matter is voted upon. The city council may approve expenditures under this subsection by a simple majority vote if such expenditure is recommended by the TIRZ board.

(B) An affirmative recommendation to expend TIRZ funds for a project located in the area outside that from which the funds are derived requires an affirmative vote by three-quarters of the TIRZ board members present when the matter is voted upon. The city council may only approve expenditures under this subsection when such expenditures are recommended by the

TIRZ board and with an affirmative vote of six (6) members of the city council.

(7) Acting as the lead entity in working with other boards and commissions regarding incentives, regulations, infrastructure and all other physical and economic development decisions related to the TIRZ district.

(8) Providing a progress report to the city council annually, or as requested by the city council."

Section 5. Chapter 2 "Administration," Article 2.7 "Boards, Committees and Commissions," Division 10, "Tax Increment Reinvestment Zone Board", Section 2.07.285 "Officers", is amended by restating said section in its entirety to read as follows:

"**Sec. 2.07.285 Officers**

The city council shall appoint a chair, as established in Section 311.009.f of the Local Government Code, for a term of one year, beginning in January. The board may appoint other officers as it may establish in its bylaws."

Section 6. Chapter 2 "Administration," Article 2.7 "Boards, Committees and Commissions," Division 10, "Tax Increment Reinvestment Zone Board, is amended by adding Section 2.07.292 "Conflicts of Interest," to read as follows:

"**Section 2.07.292 Conflicts of Interest**

(1) No member of the board shall participate in any case in which he or she has financial or personal interest in the property concerned, or will be directly affected by the decision, or has any other conflict of interest as defined by applicable law. The determination of "substantial" interest in a business entity, as well as rules affecting participation of board members in cases affected thereby, are described in Chapter 171 in the State of Texas Local Government Code.

(2) No member of the San Angelo city council, or person related to a council member within the second degree by consanguinity or affinity, shall be eligible for a grant or assistance from the board during his/her tenure or for six months thereafter.

(3) No member of the TIRZ board, or person related to a board member within the second degree by consanguinity or affinity, shall be eligible for a grant or assistance from the board during his/her tenure or for six months thereafter.

(4) No employee of the Planning & Development Services Department, or person related to an employee or supervisor of this Department within the second degree by consanguinity or affinity, shall be eligible for assistance from the TIRZ during his/her employment or for six months thereafter.

(5) A member may disqualify himself/herself from voting whenever any requestor, or his/her agent, has sought to influence the vote of the member in any setting, other than in the public meeting."

Section 6. All prior actions of the tax increment reinvestment zone board; all prior actions of the city council on recommendations made to the city council by the board; and all prior actions of city staff in connection therewith are ratified and approved.

Section 7. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The city council hereby declares that it would have passed this Ordinance, and each section, paragraph, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases be declared unconstitutional; or invalid.

Section 8. This Ordinance shall become effective on June 21st, 2016.

INTRODUCED on the day of _____, 2016, and finally PASSED,

APPROVED and ADOPTED on this the _____ day of _____2016.

ATTEST:

_____
Bryan Kendrick, City Clerk

CITY OF SAN ANGELO

BY: _____
Dwain Morrison, Mayor

Approved as to form:

_____
Theresa James, City Attorney