



City Council Agenda 08/15/2017

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on August 15, 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 Public Information Office's two statewide awards, including a first-place trophy, at this year's Texas Association of Municipal Information Officers state conference.

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

- a. Consider approving the August 1, 2017 and August 8, 2017 City Council meeting minutes (B.Kendrick)
- b. Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the City and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following properties (C. Preas):
 - 1. 800 West 18th; Lot 1, Block 4, Mineola Heights Addition; Sepulveda (\$1,300)
 - 2. 711 West 15th; Lot 6, Block 4, Mineola Annex; Sepulveda (\$1,100)
- c. Consider approving Task Order No. 108 with KSA Engineers, Inc. (awarded under AP-02-15) in the amount of \$64,235 and authorizing City Manager to negotiate and execute all related documents (L.Elguetzabal)
- d. Consider ratifying the purchase of liquid chlorine from DPC Industries (WU-04-16) and a resolution approving an emergency purchase pursuant to Texas Local Government Code §252.022(a)(2) in the amount of \$9,930, budgeted within FY17, and authorizing the City Manager or designee to execute any related documents (A. Strube)
- e. Consider approving Task Order No. 109 with KSA Engineers, Inc. (awarded under AP-02-15) in the amount of \$288,095 and authorizing City Manager to negotiate and execute all related documents (L.Elguetzabal)

- f. Consider awarding RFB No. AP-03-17 Aircraft Rescue and Fire Fighting (ARFF) vehicle to Oshkosh Corporation, Inc. in the amount of \$605,959 and authorizing the city manager to execute any related documents (L.Elguetzabal)
- g. Consider awarding RFB No. AP-02-17 Taxiway Reconfiguration project to Reece Albert, Inc. in the amount of \$3,299,700.04 and authorizing the city manager to execute any related documents (L.Elguetzabal)
- h. Consider approving the Federal Aviation Administration's FY-2017 Grant No. 35 (AIP Project No. 3-48-0191-035-2017) estimated at \$3,587,796 for improvements at San Angelo Regional Airport and authorizing City Manager to execute all related documents (L.Elguetzabal)
- i. Consider approving the Federal Aviation Administration's FY-2017 Grant No. 36 (AIP Project No. 3-48-0191-036-2017) estimated at \$670,194 for improvements at San Angelo Regional Airport and authorizing City Manager to execute all related documents (L.Elguetzabal)
- j. Consider approving a contract with the San Angelo Cultural Affairs Council (SACAC) allocating five percent of Hotel Occupancy Tax receipts for eligible activities and authorizing the City Manager to or designee to execute any related documents (T.Dierschke)
- k. Consideration of a resolution approving the Capital Asset policy (T. Dierschke)
- l. Second reading of an ordinance amending Appendix A, "Fee Schedule", Article A2.000 "Building and Construction Related Fees", Section A2.002 "Building Permit Fees", amending subpart (c) review fee; amending Section A2.005 "Electrical Permit Fees", restating subpart (a), renaming fees as "building permit fees"; amending Section A2.006 "Plumbing and fuel/gas permit fees", restating subpart (a), renaming fees as "building permit fees"; amending Section A2.007 "Mechanical Permit Fees", restating subpart (a), renaming fees as "building permit fees"; and amending Section A2.014 "Registration", restating subpart (1) contractor annual fee (A.Torres)
- m. Consider authorizing the San Angelo Police Department to enter into an interlocal agreement with the Tom Green County Sheriff's Office to apply for the Edward Byrne Memorial Justice Assistance Grant and authorization for the City Manager or his designee to execute any necessary related documents (F.Carter)
- n. Consider a resolution authorizing the San Angelo Police Department to apply for \$98,938 from the Rifle-Resistant Body Armor Grant Program and authorizing the City Manager to execute any documents necessary to apply for and accept any awarded funds. (F.Carter)
- o. Consider authorizing the City Manager to execute an interlocal agreement between Public Safety Communications and the Concho Valley Council of Governments (CVCOG) for E9-1-1 Public Safety Answering Point (PSAP) Services, being effective from September 1, 2017 to August 31, 2019 (F.Carter)
- p. Second reading and adoption of an ordinance deleting Chapter 10, Article 10.03, Division 6 "Use of Wireless Communication Devices" from the City of San Angelo Code of Ordinances (T.James)

6. Regular Agenda

- a. Update and Presentation on the Ports to Plains Alliance - (Presentation by Ports-to-Plains Alliance President Michael Reeves)
- b. Presentation of the biannual report from Downtown San Angelo, Inc. - (Presentation by DSA Executive Director Del Velasquez)
- c. Presentation on the Household Hazardous Waste Event hosted by SAFE Recycling on June 3, 2017 - (Presentation by Director of SAFE Recycling Lloyd Paschal)
- d. Presentation of the actuarial report by Towers Watson on the status of the workers' compensation, liability, and property insurance programs - (Presentation by Risk Manager Charles Hagen and Towers Watson Senior Consultant Jason Martin)
- e. Consider adoption of an ordinance authorizing the issuance of City of San Angelo, Texas, General Obligation refunding bonds, series 2017B; appointing a Pricing Officer and delegating to the Pricing Officer the authority to approve on behalf of the City the sale of the bonds, the terms of the bonds and the offering documents for the bonds; establishing certain parameters for the approval of such matters by the Pricing Officer; levying an annual ad valorem tax and providing for the security for and payment of said bonds; providing an effective date; and enacting other provisions relating to the subject - (Presentation By Finance Director Tina Dierschke)
- f. Consider approving amendments to the TIRZ-North and TIRZ-South Incentives Policies - (Presentation by Planning & Development Services Director Jon James)
- g. Consider a resolution authorizing the City Manager to execute a Temporary Nonexclusive Sidewalk Use License Agreement for 280-square feet of landscape planters, seating areas, and an existing porch and canopy and 320-square feet of seating areas, awnings, and an electric smoker to be located within the right-of-way of Oakes Street for properties located at 204 and 208 South Oakes Street - (Presentation by Planning & Development Director Jon James)
- h. First reading and public hearing of an ordinance amending Chapter 1, Section IV, Subsection C, "Appeal to City Council" of the City's Land Development and Subdivision Ordinance to allow the Planning Director or Director of Public Works to appeal variances, granted or denied by the Planning Commission, to City Council - (Presentation by Planning & Development Services Director Jon James)
- i. First reading and public hearing of an ordinance amending Chapter 12, Article 12.03 Division 2 of the City Code of Ordinances and Chapter 12, Article 3 of Exhibit "A," City's Zoning Ordinance to allow for an approval process for manufactured homes to be placed on residentially-zoned properties with additional development standards - (Presentation by Planning & Development Services Director Jon James)
- j. First reading and public hearing of an ordinance amending Chapter 5, Article 5.02 Alcohol and Beverage Regulations of the City Code of Ordinances to add a minimum 300-foot separation for the sale of any alcoholic beverage, liquor, beer, wine, or vinous liquor from a church- (Presentation by Planning & Development Services Director Jon James)

- k. First reading and public hearing of an ordinance amending the City Code of Ordinances, Chapter 4, Section 4.04.035, Concrete and Foundation Construction, which would introduce a procedure for ensuring the accurate placement of residential building foundations - (Presentation by Planning & Development Services Director Jon James)
- l. Consider approving a contract for RFQ WU-03-17 Professional Services Water Supply Engineering Feasibility Study with Alan Plummer Associates, Inc. in an amount not to exceed \$574,099 and authorizing the City Manager to negotiate and execute all related documents - (Presentation by Water Utilities Director Bill Riley)
- m. Consider authorizing the City Manager to negotiate and execute a construction contract with Reece Albert, Inc. pursuant to RFB No. ES-11-17 Bell Improvement Project for street reconstruction, sidewalk and ADA accessibility and utility construction services in the sum of \$7,392,042 (Presentation by City Engineer Russell Pehl)
- n. Consider a resolution authorizing the acquisition of permanent easements and rights-of-way across various parcels of real property required for the Bell Street Improvement Project; and authorizing the City Manager to execute all related documents; finding a public use and benefit therefore; and authorizing initiation of eminent domain proceedings pursuant to law if necessary to acquire the property for said easements and rights-of-way - (Presentation by Shane Kelton, Director of Operations)
- o. First public hearing and introduction of an ordinance amending the 2016-2017 budget for incomplete projects, equipment replacement, and grants. - (Presentation by Finance Director Tina Dierschke)
- p. Discussion and consideration of matters regarding the fiscal year 2017-18 budget preparation including but not limited to: 1) Council direction regarding General Fund expenditures; and 2) Other items needing Council direction. - (Presentation by Finance Director Tina Dierschke)
- q. Update on Sales Tax revenue performance - (Presentation by Finance Director Tina Dierschke)
- r. Consider authorizing the City Manager to negotiate and execute an interlocal agreement with Tom Green County for joint participation in a Texas Department of Agriculture 2017 Texas Community Development Block Grant Program – Texas Capital Fund project, if grant funds are awarded to construct sewer improvements to benefit the Alcohol and Drug Abuse Council of the Concho Valley's Journey Recovery Center development project - (Requested by Tom Green County Commissioner Rick Bacon)

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.
 - b. Section 551.072 Deliberations about Real Property regarding Lot 9-A, Block 2, Section 9-A, Red Arroyo Hills Addition
- 8. Follow Up and Administrative Issues**
- a. Consider items discussed in Executive Session, if needed
 - b. Announcements and consideration of Future Agenda Items
- 9. Adjournment**

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of San Angelo, Texas, on the 10th day of August 2017, at 5:00 p.m.

Bryan Kendrick, City Clerk

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

In compliance with the Americans with Disabilities Act, the City of San Angelo will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the City Clerk's Office at 325-657-4405.

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

Recognition

Four years ago, the Texas Association of Municipal Information Officers knew little of San Angelo. Today, it does. The Public Information Office won two more trophies at TAMIO's state conference in June.

San Angelo won first place in the Public Service Announcement (Marketing) category for "I Do This for You: Officer Stephen Guevara." The piece stars Guevara poignantly talking about why he became a police officer. City Videographer Brian Groves produced the video with help from intern Ethan Lankford and Angelo State University videographer Brandon Whitford.

San Angelo also won a second-place award in Public Service Announcement (Educational). "Fit City: Running" highlights San Angelo's favorite running paths, including the Concho River walk. Also produced by Groves, it featured Finance Director Tina Dierschke and drone shots by A.J. Deardorff, the City's Informational Technology network engineer.

Both awards were for cities of at least 100,000 people. The Public Information Office has now won 40-plus local, state, national and international awards.

Also at the state conference, Groves and Public Information Officer Anthony Wilson served as panelists during two sessions each, including San Angelo's unprecedented use in Texas of broadcasting City Council meetings. Wilson is also an elected TAMIO board member.

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

The Public Information Office

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

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 15th day of August, 2017.

Brenda Gunter

Mayor of the City of San Angelo

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, August, 1, 2017

Present:

Mayor Brenda Gunter
Mayor Pro tem Lane Carter, SMD 5
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 Billie F. DeWitt, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 5:30 p.m. on Tuesday, August 1, 2017, in the East Mezzanine of City Hall, 72 West College Avenue, San Angelo, Texas 76903.

2. Prayer and Pledge

Due to time constraints the meeting began immediately.

3. Public Comment

Gary Fulton from the United States Small Business Administration Office of Disaster Assistance made comments related to the assistance program that will be available to those affected by the recent storm.

Lance Overstreet with Engineering Services noted a change in the location for the meeting related to the Bell Street reconstruction.

4. Consent Agenda

- a. Approval of the July 18, 2017 City Council regular and July 27, 2017 special meeting minutes
- b. Approval of authorizing the City Manager to enter into new five (5) year Recreational Agricultural Lease agreement with David Jenkins for 29.7 acres of land (C. Preas)
- c. Adoption of a resolution accepting a warranty deed from the United States Department of the Interior, Bureau of Reclamation, conveying to the City of San Angelo a 4.423 acre tract, commonly known as Tom Flowers Law Enforcement Training Center, for use by the San Angelo Police Department
- d. Approval of authorizing the City Manager to execute a sanitary control easement as required by Texas Commission on Environmental Quality, said easement will encumber a 150 foot radius around each of the 22 water well sites on City-owned property commonly known as Ford Ranch
- e. Ratification of a Grant Application prepared by H2O Partners, Inc., and approved by the City Manager, for participation in FEMA's Hazard Mitigation Grant Program, and consider approving Professional Services Agreement with H2O Partners, Inc. (HGAC contract number HP07-16), for development of a FEMA approved All Hazard Mitigation Action Plan. The Grant application cost is \$500.00 and the Hazard Mitigation Action Plan development cost is \$64,500.00 with 75% of that being reimbursable by FEMA
- f. Adoption of a resolution designating Morgan Chegwiddden as the Local Rabies Control Authority in accordance with Sec. 826.017 of the State Health and Safety Code, Chapter 826

- g. Approval of a purchase with Ener-Tel Services, Inc. utilizing pricing in awarded bid CFM-07-15 under Buyboard contract #493-15 in an amount of \$55,012, budgeted in FY17, for the purchase and installation of a security system for the Public Works Facility, and authorizing the City Manager or designee to execute any related documents
- h. Ratification of COSADC's Board approval of up to \$190,000 in economic development incentives and authorization of the COSADC Board President to negotiate and execute an Economic Development Performance Agreement for Netco Energy Products, Inc
- i. Second reading and adoption 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
- j. Second reading and adoption 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
- k. Second reading and adoption 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
- l. Approval of Cases Z17-08-A and Z17-08-B: Brewer / City of San Angelo
Second reading and adoption 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
- m. Second reading and adoption of an ordinance for 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
- n. Second reading and adoption of 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

- o. Second reading and adoption of 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

Motion: Council Member Carter made a motion, seconded by Council Member Gonzales, to approve the consent agenda with the exception of items 4e and 4h. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Hiebert made a motion, seconded by Council Member Thompson, to approve item 4e, as presented. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member Thomas made a motion, seconded by Council Member Hiebert, to approve item 4h, as presented. The motion carried unanimously (7) ayes to (0) nays.

5. Regular Agenda

- a. Public hearing and adoption of resolution approving the 2017 Annual Action Plan for use of CDBG and HOME grant funds and authorizing City Manager to execute the applications, required certifications, related documents and annual funding agreement for the allocation of \$688,898 of CDBG and \$249,197 HOME grant funds and \$56,000 in program income - (A presentation was made by Neighborhood Services Director Bob Salas)

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

- b. Rejection of an appeal of a denial by the Planning Commission of a Conditional Use to allow for an Animal Kennel and Dog Boarding Facility in the General Commercial/Heavy Commercial (CG/CH) Zoning District on a 0.70-acre property located at 3930 Sunset Drive - (A presentation was made by Planning & Development Services Director Jon James)

Residents of the area expressed concerns about the conditional use. The proponent and a patron of the business spoke in support of the conditional use.

Motion: Council Member DeWitt made a motion, seconded by Council Member Thomas, to reject the denial of the planning commission and approve the conditional use with the four conditions presented. The motion required a super majority and failed receiving (4) ayes to (3) nays, with Council Members Thompson, Gonzales and Mayor Gunter casting the dissenting votes.

- c. Approval of first public hearing of an ordinance deleting Chapter 10, Article 10.03, Division 6 "Use of Wireless Communication Devices" from the City of San Angelo Code of Ordinances - (A presentation was made by City Attorney Theresa James)

Motion: Council Member Gonzales made a motion, seconded by Mayor Gunter, to approve the ordinance, as presented. The motion carried unanimously (7) ayes to (0) nays.

- d. Approval of first public hearing of an ordinance amending Appendix A, "Fee Schedule", Article A2.000 "Building and Construction Related Fees", Section A2.002 "Building Permit Fees", amending subpart (c) review fee; amending Section A2.005 "Electrical Permit Fees", restating subpart (a), renaming fees as "building permit fees"; amending Section A2.006 "Plumbing and fuel/gas permit fees", restating subpart (a), renaming fees as "building permit fees"; amending Section A2.007 "Mechanical Permit Fees", restating subpart (a), renaming fees as "building

permit fees”; and amending Section A2.014 “Registration”, restating subpart (1) contractor annual fee - (A presentation was made by Building Official Al Torres)

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

- e. Postponement of considering the approval of a contract for RFQ WU-03-17 Professional Services Water Supply Engineering Feasibility Study with Alan Plummer Associates, Inc. in an amount not to exceed \$547,000 and authorizing the City Manager to negotiate and execute all related documents - (Presentation by Water Utilities Director Bill Riley)

This item was postponed by consensus of City Council

6. Closed Session

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

- a. Section 551.072 Deliberations about Real Property regarding Lot 9-A, Block 2, Section 9-A, Red Arroyo Hills Addition
- b. ~~Section 551.071(1)(A) consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding:~~
 - ~~1. 2013 Sealcoating Program Contract~~
 - ~~2. Templeton Construction, Inc.~~
 - ~~3. Alsay, Inc. v. City of San Angelo, Texas Carollo Engineers, Inc.~~
 - ~~4. City of San Angelo v. Spillman Technologies, Inc.~~

7. Follow Up and Administrative Issues

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

No action was taken on this item.

- b. Announcements and consideration of Future Agenda Items

Council Member Thomas noted TIRZ funding partnerships need to be looked at on a case by case basis to maximize public benefit.

Council Member Carter noted the mulch resulting from the storm damage is currently available for free pickup at the designated locations.

8. Adjournment

Motion: Council Member Carter made a motion, seconded by Mayor Gunter, to adjourn the meeting. The motion carried unanimously (7) ayes to (0) nays.

There being no further business, the meeting was adjourned at 7:02 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.)

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, August 8, 2017

Present:

Mayor Brenda Gunter
Mayor Pro tem Lane Carter, SMD 5
Council Member Tommy Hiebert, SMD 1
Council Member Harry Thomas, SMD 3
Council Member Lucy Gonzales, SMD 4
Council Member Billie F. DeWitt, SMD 6

1. Call to Order

With a quorum of the City Council Members present, Mayor Gunter called the regular session of the San Angelo City Council to order at 8:30 a.m. on Tuesday, August 8, 2017, in the City Hall (East Mezzanine), 72 W. College Ave, San Angelo, Texas 76903.

2. Workshop Agenda

- a. Discussion and consideration of matters regarding the fiscal year 2017-2018 budget preparation including but not limited to:
1. Major funds revenue and expenditures, and
 2. Other items needing Council direction
- Finance Director Tina Dierschke presented information related to all major funds.
 - Airport Director Luis Elguezabal answered questions related to the Airport Fund.
 - Operations Director Shane Kelton answered questions related to the Solid Waste and Vehicle Maintenance Funds.
 - Water Utilities Director Bill Riley and Assistant Director Allison Strube answered questions related to the Water and Wastewater Funds.
 - Parks & Recreation Director Carl White answered questions related to the Civic Events, Fort Concho, State Office, and Hotel Occupancy Tax Funds.
 - Economic Development Director Roland Pena answered questions related to COSADC's Fund.
 - Finance Director Tina Dierschke presented information related to the relationship of Sales Tax and Property Tax in funding a municipal budget.

3. Adjournment

There being no further business, the meeting was adjourned at 10:57 a.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.)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consider a resolution authorizing a tax resale deed (Quitclaim) to be executed by the Mayor on behalf of the City and all taxing units in the Tax Foreclosure Judgment or Tax Warrant to the following properties (C. Preas):

1. 800 West 18th; Lot 1, Block 4, Mineola Heights Addition; Sepulveda (\$1,300)
2. 711 West 15th; Lot 6, Block 4, Mineola Annex; Sepulveda (\$1,100)

Summary/History:

The subject properties were auctioned at Sheriff's Sale. No offers were received causing subject properties to be struck-off to the City, as Trustee for itself and other taxing entities.

Financial Impact:

Upon approval: (1) The City will retain a \$500 Administration fee; (2) The balance will be distributed according to the judgment or tax warrant on the Sheriff's Return; (3) Property will be reinstated back onto tax roll. Savings to the City includes a minimum \$90 per year maintenance charges.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|-------------------------------------|--------------------------------------|
| 1. Map 800 W. 18th St | Map 800 W 18th St..pdf |
| 2. Property Analysis 800 W. 18th St | Property Analysis 800 W. 18th St.pdf |
| 3. Map 711 W. 15th St | Map 711 W. 15th St..pdf |
| 4. Property Analysis 711 W 15th St | Property Analysis W. 15th St.pdf |
| 5. Tax Resale Resolution | Tax Resale Resolution.docx |

Presentation:

Approvals/Reviews:

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

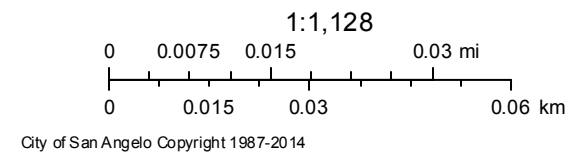
Bryan Kendrick

Final Approval

800 W. 18th Street



August 4, 2017



PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: Lot 1, Block 4, Mineola Heights Addition, City of San Angelo, Tom Green County, Texas, as described in deed recorded in Volume 827, Page 641, Deed Records, Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: C-14-0229-TAX

Location: 800 W. 18th Street

City of San Angelo, et al. Emma Belle Jones, et al.
vs.

Tax ID Number: Acct #20-35100-0004-001-00

Judgment Date: October 26, 2015

Date of Sheriff's Sale: March 7, 2017

Sheriff's Deed Recorded: March 14, 2017

Years Held in Trust

4 months

Adjudge Value: \$ 3,000.00

Urban Redevelopment Program?

No

Amount of Offer: \$ 1,300.00

Purchaser: Richard J. Sepulveda, Jr.

	Amounts Due		Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
	Fees	Judgment				
Administration Fee	\$500.00		\$500.00	0.00%		\$500.00
Maintenance Fee	\$0.00		\$0.00	0.00%		\$0.00
District Clerk	\$523.00		\$523.00	60.00%		\$313.80
Sheriff's Fee	\$100.00		\$100.00	60.00%		\$60.00
Attorney Fee	\$395.00		\$395.00	60.00%		\$237.00
Municipal Liens		\$1,405.99		9.55%		\$134.22
Taxes		\$576.01		9.55%		\$54.98
Total	\$1,518.00	\$1,982.00	\$1,518.00		\$0.00	\$1,300.00
Actual Total Amt Due		\$3,500.00				
Amount Remaining						

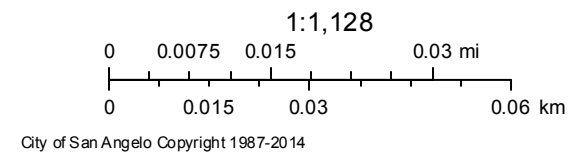
Offer will satisfy a portion of the court costs and Taxes, according to the Judgment.

711 W 15th Street



August 4, 2017

- | | | | |
|-------------------------|--------------------|--------------------------|------------------------|
| Parcels | Building Setback | Emergency Vehicle Access | Abandonments Denied |
| Platted Lot Line Labels | Encumbrances | Encumbrance Releases | Abandonments Expired |
| Platted Lot Lines | <all other values> | Abandonments Approved | Abandonments Withdrawn |



PROPERTY ANALYSIS

For Tax Resale Property

Legal Description: Lot 6, Block 4, Mineola Annex, City of San Angelo, Tom Green County, Texas, as described in deed recorded in Instrument No. 632253, Official Public Records, Tom Green County, Texas.

Improved/Unimproved Unimproved

Tax Suit Number: A-14-0147-TAX

Location: 711 W. 15th Street

City of San Angelo, et al. Jessie Trevino
vs.

Tax ID Number: Acct #20-35000-0004-006-00

Judgment Date: October 14, 2015

Date of Sheriff's Sale: October 4, 2016

Sheriff's Deed Recorded: October 18, 2016

Years Held in Trust

10 months

Adjudge Value: \$ 2,717.00

Urban Redevelopment Program?

No

Amount of Offer: \$ 1,100.00

Purchaser: Richard J. Sepulveda, Jr.

	Amounts Due		Priority Allocations	% of Remainder	Pro Rata Allocations	Amounts Distributed
	Fees	Judgment				
Administration Fee	\$500.00		\$500.00	0.00%		\$500.00
Maintenance Fee	\$0.00		\$0.00			\$0.00
District Clerk	\$623.94		\$623.94	50.00%		\$311.97
Sheriff's Fee	\$100.00		\$100.00	50.00%		\$50.00
Attorney Fee	\$402.00		\$402.00	50.00%		\$201.00
Municipal Liens		\$623.94		1.93%		\$12.05
Taxes		\$1,293.06		1.93%		\$24.98
Total	\$1,625.94	\$1,917.00	\$1,625.94		\$0.00	\$1,100.00
Actual Total Amt Due		\$3,542.94				
Amount Remaining						

Offer will satisfy a portion of the court costs and Taxes, according to the Judgment.

**A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE
MAYOR TO EXECUTE A TAX-RESALE (QUITCLAIM) DEED
CONVEYING ALL RIGHT, TITLE AND INTEREST OF THE CITY OF
SAN ANGELO, AND ALL OTHER TAXING UNITS INTERESTED IN THE
TAX FORECLOSURE JUDGMENT**

WHEREAS, by Sheriff's Sale, the properties described below were struck-off to the City of San Angelo, Trustee, pursuant to a delinquent tax foreclosure decree of the 340th and 51st Judicial Districts, Tom Green County, Texas; and

WHEREAS, offers have been made for the purchase of said properties pursuant to Section 34.05, Texas Tax Code Ann.(Vernon, 1982); and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANGELO that its Mayor, Brenda Gunter, is hereby authorized to execute a Tax-Resale (quitclaim) Deed conveying all of the right, title, and interest of the City of San Angelo, and all other taxing units interested in the below described real properties to the named individuals or entities:

Conveying to:

Richard J. Sepulveda, Jr. (\$1,100)

Lot 6, Block 4, Mineola Annex, City of San Angelo, Tom Green County Texas, as described in deed recorded in Instrument No. 632253, Official Public Records, Tom Green County, Texas, described in Judgment foreclosing tax lien entered October 14, 2015, 51st District Court, Tom Green County, Cause No. A-14-0147- TAX, and conveyed by Sheriff's Deed dated October 17, 2016, recorded as Instrument No. 201615967.
Acct. #20-35000-0004-006-00

Richard J. Sepulveda, Jr. (\$1,300)

Lot 1, Block 4, Mineola Heights Addition, City of San Angelo, Tom Green County, Texas, as described in deed recorded in Volume 827, Page 641, Deed Records, Tom Green County, Texas, described in Judgment foreclosing tax lien entered October 26, 2015, 340th District Court, Tom Green County, Cause No. C-14-0229-TAX, and conveyed by Sheriff's Deed dated March 13, 2017, recorded as Instrument No. 201703231.
Acct. #20-35100-0004-001-00

APPROVED AND ADOPTED ON THE _____ DAY OF _____, 2017.

THE CITY OF SAN ANGELO

Attest:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

Approved As to Content:

Cindy S. Preas, Real Estate Manager

Approved As to Form:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Luis Elguezabal, Airport Director, Airport, (325) 659-6409 X 101

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consider approving Task Order No. 108 with KSA Engineers, Inc. (awarded under AP-02-15) in the amount of \$64,235 and authorizing City Manager to negotiate and execute all related documents (L.Elguezabal)

Summary/History:

The City is currently under contract with KSA Engineering, Inc., AP-02-15, for architectural and engineering services. Staff is recommending entering into Task Order No. 108 with KSA Engineering, Inc. for the evaluation of the financial aspects of airfield development needs, as well as necessary meetings and outreach to communicate the results of the plan to the Federal Aviation Administration (FAA), City Leadership, and airport users. Including: environmental documentation, air side and airport land use planning.

For Task Order No. 108 the lump sum fee is \$64,235 which will be 90% funded through Grant No. 36 (\$57,811) and 10% through the airport's Passenger Facility Charges (\$6,424). No City general funds will be utilized for this Task Order.

Financial Impact:

For Task Order No. 108 the lump sum fee is \$64,235 which will be 90% funded through Grant No. 36 (\$57,811) and 10% through the airport's Passenger Facility Charges (\$6,424). No City general funds will be utilized for this Task Order

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Luis Elguezabal	Created/Initiated
Luis Elguezabal	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: Allison Strube, Water Utilities Assistant Director, Water Utilities, 325-657-4209

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consider ratifying the purchase of liquid chlorine from DPC Industries (WU-04-16) and a resolution approving an emergency purchase pursuant to Texas Local Government Code §252.022(a)(2) in the amount of \$9,930, budgeted within FY17, and authorizing the City Manager or designee to execute any related documents (A. Strube)

Summary/History:

WU-04-16 Liquid Chlorine 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 October 4, 2016 for the annual expenditure of \$68,400 for all three years of the contract. Bids were received from two (2) suppliers and the low bid was submitted by DPC Industries, Inc. of Sweetwater, Texas.

Due to increased production from the Water Treatment Plant and water quality, the amount of liquid chlorine necessary for the Water Treatment Plant's operation is more than the quantity that was bid out. The additional chlorine necessary for the first year of the contract totals \$9,930. Water Utilities will trend the water demand and chlorine usage closely in year two of the contract and if necessary, will rebid the material if additional annual quantity is needed.

Liquid chlorine and ammonia are used to disinfect drinking water at the city's water treatment plant. When combined, these chemicals are used to provide both the initial disinfection of the water and residual disinfection throughout the distribution system.

Financial Impact:

Additional expense for liquid chlorine in the amount of \$9,930 budgeted within FY17 Water Treatment Plant operating budget.

Other Information/Recommendation:

Staff recommends ratifying and approving the purchase of liquid chlorine and the City Manager be authorized to execute any related documents.

Attachments:

- | | | |
|----|-------------------------|--|
| 1. | Liquid Chlorine Bid Tab | WU-04-16 Bid Tab.pdf |
| 2. | Resolution | 17-XXX Resolution ratifying emergency purchase of liquid chlorine.docx |

Presentation:

Approvals/Reviews:

Allison Strube

Created/Initiated

Bill Riley
Theresa James
Anthony Wilson
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Approved
Approved
Final Approval



CITY OF SAN ANGELO
RFB Bid Tabulation * WU-04-16/Liquid Chlorine
9/13/2016 at 2:00 p.m.

ITEM	APPROX QTY	DPC Industries		Univar		Brenntag Southwest	
		UNIT PRICE (per pound)	EXTENDED PRICE	UNIT PRICE (per pound)	EXTENDED PRICE	UNIT PRICE (per pound)	EXTENDED PRICE
Liquid Chlorine	100 Tons (200,000 pounds)	\$ 0.34	\$ 68,400.00	NO BID		\$ 0.38	\$ 76,000.00

Delivery Days	3 days		3 days ARO
Piggy Back	No		No
Cooperative	No		No
P-Card	No		Yes
Payment Terms	30 days		30 days
Payment Discount	No		No

Mailed to:	City	State	Notes
1 DPC Industries	Sweetwater	TX	
2 ChemTrade Chemicals US LLC	Parsippany	NJ	no bid
3 Brenntag Southwest	Houston	TX	
4 Harcross Chemicals inc.	Kansas City	KS	
5 Occidental Chemical Corp	Dallas	TX	
6 South Texas Chlorine	Harlingen	TX	

NOTE: Include this form with your Agenda Memo

A RESOLUTION BY THE CITY OF SAN ANGELO CITY COUNCIL APPROVING AND RATIFYING AN EMERGENCY PURCHASE OF LIQUID CHLORINE NECESSARY FOR WATER PRODUCTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §252.022(A)(2) AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL RELATED DOCUMENTS.

WHEREAS, on October 4, 2016 City Council awarded a bid for Liquid Chlorine necessary for water production in the amount of \$68,400; and

WHEREAS, due to increased production from the water treatment plan and water quality, the amount liquid chlorine necessary for the Water Treatment Plant's operation is more than the quantity that was bid out; 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, more liquid chlorine must be purchased immediately without bid to ensure a continued supply necessary for the disinfection of the city's potable water supply.

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

PART 1: The emergency purchase of additional chlorine in the amount of \$9,930 is hereby ratified and authorized as necessary to protect the public health or safety of the municipality's residents.

PART 2: The City Manager is authorized to execute any documents necessary to complete this purchase.

PASSED and APPROVED THIS 15th DAY OF August, 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: Luis Elguezabal, Airport Director, Airport, (325) 659-6409 X 101

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consider approving Task Order No. 109 with KSA Engineers, Inc. (awarded under AP-02-15) in the amount of \$288,095 and authorizing City Manager to negotiate and execute all related documents (L.Elguezabal)

Summary/History:

The City is currently under contract with KSA Engineering, Inc., AP-02-15, for architectural and engineering services. Staff is recommending entering into Task Order No. 109 with KSA Engineering, Inc. for the: construction administration, construction materials testing, inspection services (RPR Services), and closeout phase services for the taxiway reconfiguration project.

For Task Order No. 109 the lump sum fee is \$288,095 which will be 90% funded through the Federal Aviation Administration's Grant No. 35 (\$259,286) and 10% through the airport's Passenger Facility Charges (PFC) (\$28,809). No City general funds will be utilized for this Task Order

Financial Impact:

For Task Order No. 109 the lump sum fee is \$288,095 which will be 90% funded through the Federal Aviation Administration's Grant No. 35 (\$259,286) and 10% through the airport's Passenger Facility Charges (PFC) (\$28,809). No City general funds will be utilized for this Task Order

Other Information/Recommendation:

Attachments:

Presentation:

Approvals/Reviews:

Luis Elguezabal	Created/Initiated
Luis Elguezabal	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: Luis Elguezabal, Airport Director, Airport, (325) 659-6409 X 101

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consider awarding RFB No. AP-03-17 Aircraft Rescue and Fire Fighting (ARFF) vehicle to Oshkosh Corporation, Inc. in the amount of \$605,959 and authorizing the city manager to execute any related documents (L.Elguezabal)

Summary/History:

Staff submitted Bids under RFB No. AP-03-17 for the purpose of purchasing a new aircraft rescue and firefighting Index-B truck for use by the San Angelo Fire Department at the San Angelo Regional Airport. The equipment allows for the City to meet its obligations of operating the airport under Code of Federal Regulations Title-14, Part-139. This acquisition will replace the existing 15 year old truck currently in operation. The acquisition meets all federal Aviation Administration (FAA) requirements.

A total of two (2) bids were received. Oshkosh Corporation, Inc. was the lowest bid, with a total bid of \$605,959. Since this is a Federal funded project, we must award the contract to the lowest bid.

Total purchase cost is \$605,959, in which the FAA is funding 90%, \$545,363 and the City will pay 10%, \$60,596. The City matching funds will come from the airport's Passenger Facility Charges (PFCs). No City general funds will be utilized for this project. The FAA will fund this project under Grant No.: 3-48-0191-036-2017.

Financial Impact:

Total purchase cost is \$605,959, in which the FAA is funding 90% (\$545,363) and the City will pay 10% (\$60,596). The City matching funds will come from the airport's Passenger Facility Charges (PFCs). No City general funds will be utilized for this project. The FAA will fund this project under Grant No.: 3-48-0191-036-2017.

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------------|------------------------|
| 1. | AP-03-17 Bid Tab | AP 03 17 - Bid Tab.pdf |
|----|------------------|------------------------|

Presentation:

Approvals/Reviews:

Luis Elguezabal	Created/Initiated
Luis Elguezabal	Approved
Theresa James	Approved
Anthony Wilson	Approved

Julia Antilley
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Final Approval



City of San Angelo

RFB Bid Tabulation * AP-03-17/ Aircraft Rescue and Fire Fighting Vehicle

7/28/2017 at 3:00 p.m.

Rosenbauer					Oshkosh				
Description		Quantity	Unit Cost	Total Cost	Description		Quantity	Unit Cost	Total Cost
MAKE	Rosenbauer	1	\$ 614,518.00	\$ 614,518.00	MAKE	Oshkosh Airport Products	1	\$ 605,959.00	\$ 605,959.00
MODEL	Panther 4X4 ARFF				MODEL	Striker 4x4			
YEAR	2018		Total:	\$ 614,518.00	YEAR	2018		Total:	\$ 605,959.00

Piggy-back Yes
Co-op No
P-card Yes
Payment Terms Net 30
Discounts N/A

Piggy-back Yes
Co-op No
P-card No
Payment Terms Net 30 days
Discounts Available for pre-payment at contract signing

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Luis Elguezabal, Airport Director, Airport, (325) 659-6409 X 101

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consider awarding RFB No. AP-02-17 Taxiway Reconfiguration project to Reece Albert, Inc. in the amount of \$3,299,700.04 and authorizing the city manager to execute any related documents (L.Elguezabal)

Summary/History:

Staff submitted a Request for Bid (RFB) No. AP-02-17 – Taxiway Reconfiguration project. The project consists of: realignment of taxiway C and E, construct island in order to prevent direct access to the runways from the apron, and provide electrical improvements in accordance with all federal Aviation Administration (FAA) requirements. The project will provide for an increased safety at the airport and reduce the possibility of future runway incursions.

A total of two (2) bids were received. Reece Albert, Inc. was the lowest bid, with a total bid of \$3,299,700.04. Reece Albert has done previous work with the San Angelo Regional Airport. Since this is a Federal funded project, we must award the contract to the lowest bid.

Total project cost is \$3,299,700.04, in which the FAA is funding 90%, \$2,969,730.04 and the City will pay 10%, \$329,970. The City matching funds will come from the airport's Passenger Facility Charges (PFCs). No City general funds will be utilized for this project. The FAA will fund this project under Grant No.: 3-48-0191-035-2017.

Financial Impact:

Total project cost is \$3,299,700.04, in which the FAA is funding 90%, \$2,969,730.04 and the City will pay 10%, \$329,970. The City matching funds will come from the airport's Passenger Facility Charges (PFCs). No City general funds will be utilized for this project. The FAA will fund this project under Grant No.: 3-48-0191-035-2017

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------------|------------------------|
| 1. | AP-02-17 Bid Tab | AP 02 17 - Bid Tab.pdf |
|----|------------------|------------------------|

Presentation:

Approvals/Reviews:

Luis Elguezabal	Created/Initiated
Luis Elguezabal	Approved
Theresa James	Approved
Anthony Wilson	Approved

Julia Antilley
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Final Approval



Bid Opening Results
RFB: AP-02-17/Taxiway Reconfiguration

	Reece Albert	Price Construction
Mobilization	534,060.12	1,055,270.00
Reconfigure C&E	1,989,951.42	2,994,866.00
Lighting & electrical	532,849.75	551,697.00
TOTAL BASE BID	\$ 3,056,861.29	\$ 4,601,833.00
Alternate: Apron	242,838.75	534,037.00
TOTAL BASE + ALT	\$ 3,299,700.04	\$ 5,135,870.00
Bid Security	Yes	Yes

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Luis Elguezabal, Airport Director, Airport, (325) 659-6409 X 101

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consider approving the Federal Aviation Administration's FY-2017 Grant No. 35 (AIP Project No. 3-48-0191-035-2017) estimated at \$3,587,796 for improvements at San Angelo Regional Airport and authorizing City Manager to execute all related documents (L.Elguezabal)

Summary/History:

Each year the airport applies for grants under the Federal Aviation Administration's (FAA) Airport Improvement Program (AIP). The AIP is authorized by Title-49 of the United States Code. The AIP's objective is to provide funding for airport capital improvement projects.

Grant No.: 3-48-0191-035-2017 is for the taxiway reconfiguration project and associated testing and inspection. The project consists of: realignment of taxiway C and E, construct islands in order to prevent direct access to the runway from the apron, and provide electrical improvements in accordance with all Federal Aviation Administration requirements.

Grant No.: 3-48-0191-035-2017 generates federal funds (\$3,229,017) that are augmented by Passenger Facility Charges (\$358,779) for a total of (\$3,587,796) for the City of San Angelo.

The FAA requests that the grant be accepted, attorney certified, and executed prior to September 1, 2017.

Financial Impact:

Grant No.: 3-48-0191-035-2017 generates federal funds (\$3,229,017) that are augmented by Passenger Facility Charges (\$358,779) for a total of (\$3,587,796) for the City of San Angelo

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------------|---|
| 1. | FAA Grant No. 35 Offer | FAA Grant Offer for Grant 35.pdf |
| 2. | Grant No. 35 Resolution | 17-801_AP_FAA_TAXIWAY_RECONFIG_GRANT_35_RESO.docx |

Presentation:

Approvals/Reviews:

Luis Elguezabal
Luis Elguezabal

Created/Initiated
Approved

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

Approved
Approved
Approved
Approved
Approved
Approved
Final Approval



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southwest Region
Texas

FAA ASW-650
10101 Hillwood Parkway
Fort Worth, TX 76177

AUG 08 2017

ORIGINAL

Mr. Luis Elguezabal
8618 Terminal Circle
San Angelo, Texas 76904

Dear Mr. Elguezabal:

We are enclosing the original and two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0191-035-2017 at San Angelo Regional/Mathis Field in San Angelo, Texas. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **September 1, 2017**, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return one executed original Grant Agreement to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:

1. Non-construction project: Due annually at end of the Federal fiscal year.
2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Anthony Mekhail, (817) 222-5663, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Ben Guttery
Manager, Texas Airports
District Office



U.S. Department
of Transportation
Federal Aviation
Administration

ORIGINAL

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>August 3, 2017</u>
Airport/Planning Area	<u>San Angelo Regional/Mathis Field</u>
AIP Grant Number	<u>3-48-0191-035-2017</u>
DUNS Number	<u>078547502</u>
TO:	<u>City of San Angelo</u>
	<u>(herein called the "Sponsor")</u>

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 1, 2017, for a grant of Federal funds for a project at or associated with the San Angelo Regional/Mathis Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the San Angelo Regional/Mathis Field Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway - Taxiway Reconfiguration

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$3,229,017.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing

allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$3,229,017 airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 1, 2017**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;

C. May be increased by not more than 15 percent for land project.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated September 16, 2015, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;

- b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
2. Inspection Schedule.
- a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
- a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

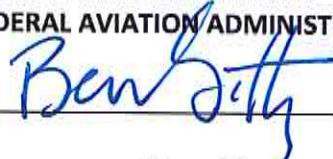
25. Project which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Ben Guttery

**Manager, Texas Airports
District Office**

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of San Angelo

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVIS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 01/24/2017

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s): * Other (Specify): 	
* 3. Date Received: 08/01/2017		4. Applicant Identifier: SJT			
5a. Federal Entity Identifier: 			5b. Federal Award Identifier: 		
State Use Only:					
6. Date Received by State: 		7. State Application Identifier: 			
8. APPLICANT INFORMATION:					
* a. Legal Name: City of San Angelo, Texas					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 75-6000659			* c. Organizational DUNS: 07-8547802		
d. Address:					
* Street1:		8618 Terminal Circle			
Street2:		Suite 101			
* City:		San Angelo			
County/Parish:		Tom Green			
* State:		TX: Texas			
Province:					
* Country:		USA: UNITED STATES			
* Zip / Postal Code:		76904			
e. Organizational Unit:					
Department Name: San Angelo Regional Airport			Division Name: Airport		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:		* First Name: Luis			
Middle Name: E.					
* Last Name:		Elquezabal			
Suffix:					
Title: Airport Director					
Organizational Affiliation: 					
* Telephone Number: 325-659-6409		Fax Number: 325-703-6095			
* Email: luis.elquezabal@cosatx.us					

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

3-48-0191-035-2017

* Title:

Taxiway Reconfiguration

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

TWY reconfiguration to provide for increased safety on the airport and reduce the possibility for future RWY incursions.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	3,229,017.00
* b. Applicant	358,779.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	3,587,796.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Airport Master Plan, June 1995

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

N/A

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

N/A

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

N/A

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

See attached Exhibit "A" Airport Layout Plan (ALP)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

See attached Exhibit "A" Airport Layout Plan (ALP)

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

See attached Exhibit "A" Airport Layout Plan (ALP)

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			102,095
5. Other Architectural engineering fees			82,000
6. Project inspection fees			104,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			3,299,701
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 3,587,796
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 3,587,796
19. Federal Share requested of Line 18			3,229,017
20. Grantee share			358,779
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 3,587,796

SECTION C -- EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g.	
Total	

SECTION D -- PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share -- Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Funds collected from Passenger Facility Charge will be used.	358,779
h. TOTAL - Grantee share	\$ 358,779
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 358,779

SECTION E -- REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: 3-48-0191-035-2017
AIRPORT: San Angelo Regional Airport
1. Objective: Airport will design of Taxiway Reconfiguration of Taxiways Charlie and Echo and electrical improvements in accordance with FAA requirements.
2. Benefits Anticipated: The Airport anticipates that the taxiway reconfiguration of Taxiways Charlie and Echo will provide for increased airfield safety and is primarily aimed at reducing runway incursions.
3. Approach: (See approved Scope of Work in Final Application) The Airport bid the project and will construct in accordance with FAA requirements to remove the existing Taxiway C and relocate it north of Runway 9-27, to reconfigure Taxiway E from a spiral taxiway to a taxiway that is perpendicular to Runway 18-36, install islands on the apron to prevent aircraft taxiing directly from the apron to the runway without making a 90 degree turn, and relocation of the runway hold position marking and signage on Taxiway F out of the POFZ for Runway 3. Additionally, the construction will provide for airport lighting controls. The construction will be provided in accordance with all applicable and current FAA design guidelines and AC's.
4. Geographic Location: All project work is to be complete at the San Angelo Regional Airport/Mathis Field.
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Luis E. Elguezabal, A.A.E., Airport Director, 8618 Terminal Circle, Suite 101, San Angelo, TX 76904 (325) 659-6409 ext 3

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION FY-2017 GRANT PROJECT NO. 3-48-0191-035-2017, FOR TAXIWAY RECONFIGURATION AND CERTAIN RUNWAY IMPROVEMENTS.

WHEREAS, the City of San Angelo owns and operates the San Angelo Regional Airport—Mathis Field (“Airport”); and,

WHEREAS, the City of San Angelo participates in the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) toward funding ninety percent (90%) of large-scale capacity projects at the Airport; and,

WHEREAS, the City has demonstrated to FAA a need for 2017 AIP funding for reconfiguration of taxiways at the Airport to include reconfiguration of certain taxiways and other runway related and electrical improvements; and,

WHEREAS, the FAA has proposed AIP 2017 Grant No. 3-48-0191-035-2017, in the sum of THREE MILLION TWO HUNDRED TWENTY-NINE THOUSAND SEVENTEEN AND NO/100 DOLLARS (\$3,229,017.) for reconfiguration of certain taxiways and other runway related and electrical improvements at the Airport, to be augmented with THREE HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$358,779) from passenger facility charges, for a total project cost of THREE MILLION FIVE HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$3,587,796.):

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

That the City Manager or his designee is hereby authorized and directed to execute FAA AIP 2017 Grant No. 3-48-0191-035-2017, in the sum of THREE MILLION TWO HUNDRED TWENTY-NINE THOUSAND SEVENTEEN AND NO/100 DOLLARS (\$3,229,017.) for reconfiguration of certain taxiways and other runway related and electrical improvements at the Airport, to be augmented with THREE HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$358,779) from passenger facility charges, for a total project cost of THREE MILLION FIVE HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$3,587,796.) and all related documents.

PASSED and APPROVED THIS _____ DAY OF _____, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Luis Elguezabal, Airport Director

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Luis Elguezabal, Airport Director, Airport, (325) 659-6409 X 101

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consider approving the Federal Aviation Administration's FY-2017 Grant No. 36 (AIP Project No. 3-48-0191-036-2017) estimated at \$670,194 for improvements at San Angelo Regional Airport and authorizing City Manager to execute all related documents (L.Elguezabal)

Summary/History:

Each year the airport applies for grants under the Federal Aviation Administration's (FAA) Airport Improvement Program (AIP). The AIP is authorized by Title-49 of the United States Code. The AIP's objective is to provide funding for airport capital improvement projects.

Grant No.: 3-48-0191-036-2017 is for the acquisition of an Index-B Aircraft Rescue and Fire Fighting truck and for a Pavement Prioritization Plan. Both items meet all Federal Aviation Administration requirements.

Grant No.: 3-48-0191-036-2017 generates federal funds (\$603,175) that are augmented by Passenger Facility Charges (\$67,019) for a total of (\$670,194) for the City of San Angelo.

The FAA requests that the grant be accepted, attorney certified, and executed prior to September 1, 2017.

Financial Impact:

Grant No. 36: 3-48-0191-036-2017 generates federal funds (\$603,175) that are augmented by Passenger Facility Charges (\$67,019) for a total of (\$670,194) for the City of San Angelo.

Other Information/Recommendation:

Attachments:

- | | | |
|----|-------------------------|---------------------------------------|
| 1. | FAA Grant No. 36 Offer | FAA Grant Offer for Grant 36.pdf |
| 2. | Grant No. 36 Resolution | 17-800_AP_FAA_ARFF_GRANT_36_RESO.docx |

Presentation:

Approvals/Reviews:

Luis Elguezabal	Created/Initiated
Luis Elguezabal	Approved
Theresa James	Approved
Anthony Wilson	Approved

Julia Antilley
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Final Approval



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southwest Region
Texas

FAA ASW-650
10101 Hillwood Parkway
Fort Worth, TX 76177

ORIGINAL

AUG 08 2017

Mr. Luis Elguezabal
8618 Terminal Circle
San Angelo, Texas 76904

Dear Mr. Elguezabal:

We are enclosing the original and two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0191-036-2017 at San Angelo Regional/Mathis Field in San Angelo, Texas. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **September 1, 2017**, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return one executed original Grant Agreement to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:

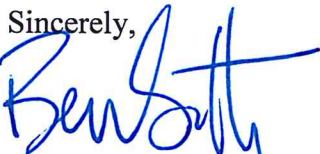
1. Non-construction project: Due annually at end of the Federal fiscal year.
2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Anthony Mekhail, (817) 222-5663, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Ben Guttery
Manager, Texas Airports
District Office



U.S. Department
of Transportation
Federal Aviation
Administration

ORIGINAL

GRANT AGREEMENT

PART I –OFFER

Date of Offer	<u>August 3, 2017</u>
Airport/Planning Area	<u>San Angelo Regional/Mathis Field</u>
AIP Grant Number	<u>3-48-0191-036-2017</u>
DUNS Number	<u>078547502</u>
TO:	<u>City of San Angelo</u>
	(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 30, 2017, for a grant of Federal funds for a project at or associated with the San Angelo Regional/Mathis Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the San Angelo Regional/Mathis Field Airport (herein called the "Project") consisting of the following:

Acquire Aircraft Rescue & Fire Fighting Vehicle, Conduct Miscellaneous Study - Pavement Prioritization Plan

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$603,175**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing

allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$57,811 for planning

\$545,364 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 1, 2017**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase For Primary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;

C. May be increased by not more than 15 percent for land project.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated September 16, 2015, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:

- A. House and maintain the equipment in a state of operational readiness on and for the airport;
- B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
- C. Restrict the vehicle to on-airport use only;
- D. Restrict the vehicle to the use for which it was intended; and
- E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

25. Equipment Acquisition. The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Ben Guttery

**Manager, Texas Airports
District Office**

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of San Angelo

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By: _____

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 01/24/2017

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

06/30/2017

4. Applicant Identifier:

SST

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of San Angelo, Texas

* b. Employer/Taxpayer Identification Number (EIN/TIN):

75-6000659

* c. Organizational DUNS:

07-8547501

d. Address:

* Street1: 8618 Terminal Circle

* Street2: Suite 101

* City: San Angelo

* County/Parish: Tom Green

* State: TX: Texas

* Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 76904

e. Organizational Unit:

Department Name:

San Angelo Regional Airport

Division Name:

Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.

* First Name: Mitch

Middle Name:

* Last Name: Sprunger

Suffix:

Title: Deputy Airport Director

Organizational Affiliation:

* Telephone Number: (325) 659-6409

Fax Number: (325) 657-0050

* Email: thomas.sprunger@cosatx.us

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

3-48-0191-036-2017

* Title:

ARFF Truck
Pavement Prioritization Plan

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

There are two items associated with this grant request. The first item is an ARFF firefighting truck for Index B capabilities. The second item is a pavement prioritization plan.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	603,175.00
* b. Applicant	67,019.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	670,194.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:



* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to	% as approved by _____ on _____ (Date) (2 CFR part 200, appendix VII). (the Cognizant Agency)
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Airport Master Plan

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

N/A

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

N/A

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

N/A

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

See attached Exhibit "A" Airport Layout Plan (ALP)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

See attached Exhibit "A" Airport Layout Plan (ALP)

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

See attached Exhibit "A" Airport Layout Plan (ALP)

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			64,235
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			605,959
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 670,194
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			670,194
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 670,194
19. Federal Share requested of Line 18			603,175
20. Grantee share			67,019
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 670,194

SECTION C – EXCLUSIONS

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g.	
Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Funds collected from Passenger Facility Charges will be used	67,019
h. TOTAL - Grantee share	\$ 67,019
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 67,019

SECTION E – REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: 3-48-0191-036-2017
AIRPORT: San Angelo Regional Airport
1. Objective: The airport will purchase an ARFF firefighting truck for Index B capabilities.
2. Benefits Anticipated: The new ARFF vehicle will enable the Airport to respond quickly to the fire scene and provide a safe, efficient vehicle for emergency response. The current ARFF truck was purchased in 2003 and is now twelve (12) years old. According to AC 150/5220-10 Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles, on average, an ARFF vehicle normally has a 10-12 year service life. The current ARFF truck has reached the end of its service life. The vehicle is aging and repair and parts are becoming cost prohibitive to continue ownership and operations.
3. Approach: (See approved Scope of Work in Final Application) The ARFF truck will be purchased using FAA standard specifications and requirements.
4. Geographic Location: The ARFF truck will be for use at the San Angelo Regional Airport.
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Mitch Sprunger, C.M., Deputy Airport Director, (325) 659-6409 ext 3 8618 Terminal Circle, Suite 101 San Angelo, TX 76904

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: 3-48-0191-036-2017
AIRPORT: San Angelo Regional Airport
1. Objective: The prioritization of pavement maintenance at the airport; financial vehicles available to rehabilitate the airport's runways, taxiways, and aprons; and and alternate land uses should it be determined that the maintenance of pavements over the long term does not make financial sense.
2. Benefits Anticipated: A thorough study on the airfield pavements at SJT, through the lenses of maintenance costs, operational need, adherence to current design standards and airspace requirements, and fit within overall airport land use planning. Study will yield a final report with findings and prioritization plan.
3. Approach: (See approved Scope of Work in Final Application) Anticipated cost of runway pavement maintenance over the near term (0-5 year) planning horizon will be defined. Functional and operational constraints/opportunities will be defined to assist in assessment of ultimate needs. Provision of a decision matrix to facilitate decisions regarding pavement maintenance and rehabilitation projects. Preparation of preliminary environmental documentation, including a "cat-ex" checklist, for submittal to the FAA. Evaluation of any changes to the airfield configuration in terms of applicable design standards and airspace reqmts. Evaluation of any changes to the airfield configuration in terms of ultimate airport airside land use planning. Document study findings in a report that will include text, exhibits and graphics and summaries of meetings and outreach completed during the study process. Multiple coordination meetings are anticipated with this process. Communication with airport staff, city leadership, airport users and the FAA will be necessary to adequately address the needs of this plan.
4. Geographic Location: All pavements evaluated are on the airfield at the San Angelo Regional Airport.
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Mitch Sprunger, C.M., Deputy Airport Director, (325) 659-6409 ext 3 8618 Terminal Circle, Suite 101 San Angelo, TX 76904

A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION FY-2017 GRANT PROJECT NO. 3-48-0191-036-2017, TO BE AUGMENTED WITH PASSENGER FACILITY CHARGES, FOR ACQUISITION OF ONE AIRCRAFT RESCUE AND FIRE FIGHTING TRUCK AND FOR A PAVEMENT PRIORITIZATION PLAN.

WHEREAS, the City of San Angelo owns and operates the San Angelo Regional Airport—Mathis Field (“Airport”); and,

WHEREAS, the City of San Angelo participates in the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) toward funding ninety percent (90%) of large-scale capacity projects at the Airport; and,

WHEREAS, the City has demonstrated to FAA a need for 2017 AIP funding for reconfiguration of taxiways at the Airport and for a Pavement Prioritization Plan; and,

WHEREAS, the FAA has proposed AIP 2017 Grant No. 3-48-0191-036-2017, in the sum of SIX HUNDRED THREE THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$603,175.) for acquisition of one Index-B Aircraft Rescue and Fire Fighting truck and Pavement Prioritization Plan, to be augmented with SIXTY-SEVEN THOUSAND NINETEEN AND NO/100 DOLLARS (\$67,019) from passenger facility charges, for a total project cost of SIX HUNDRED SEVENTY THOUSAND ONE HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$670,194.):

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

That the City Manager or his designee is hereby authorized and directed to execute FAA AIP 2017 Grant No. 3-48-0191-036-2017, in the sum of SIX HUNDRED THREE THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$603,175.) for acquisition of one Index-B Aircraft Rescue and Fire Fighting truck and Pavement Prioritization Plan, to be augmented with SIXTY-SEVEN THOUSAND NINETEEN AND NO/100 DOLLARS (\$67,019) from passenger facility charges, for a total project cost of SIX HUNDRED SEVENTY THOUSAND ONE HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$670,194.) and all related documents.

PASSED and APPROVED THIS _____ DAY OF _____, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Luis Elguezabal, Airport Director

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Finance, 325-657-4268

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consider approving a contract with the San Angelo Cultural Affairs Council (SACAC) allocating five percent of Hotel Occupancy Tax receipts for eligible activities and authorizing the City Manager to or designee to execute any related documents (T.Dierschke)

Summary/History:

The current contract between the City of San Angelo and the San Angelo Cultural Affairs Council (SACAC) is dated October 1, 2014 and expires September 30, 2017. It states that the City will provide funding to the SACAC for their operation and to allow them to manage or supervise programs and activities in the amount of five percent of Hotel Occupancy Tax (HOT) revenues received by the City.

A new contract with SACAC needs to be executed in order for the them to receive and expend HOT according to the Code of Ordinances Section 5.8000 through September 30, 2020.

The City of San Angelo levied the HOT for the operation of convention facilities, the promotion of tourism, and the improvement of the arts. The SACAC contract satisfies the promotion of tourism and improvement of the arts criteria.

Financial Impact:

The following table shows the amounts disbursed to the SACAC for each of the past five fiscal years.

Fiscal Year	Amount
2012	\$106,706
2013	\$149,347
2014	\$160,325
2015	\$118,533
2016	\$111,429

The proposed budget for fiscal year 2018 is \$92,875 which is no change from fiscal year 2017. FY 2017 disbursements as of July 31, 2017 were \$69,714.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. SACAC Contract 17-693_FIN CULTURAL AFFAIRS COUNCIL HOTEL MOTEL TAX CONTRACT - 2017 VERSION.docx

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke

Tina Dierschke

Theresa James

Anthony Wilson

Julia Antilley

Tina Dierschke

Theresa James

Becky Dunn

Bryan Kendrick

Created/Initiated

Approved

Approved

Approved

Approved

Approved

Approved

Approved

Final Approval

STATE OF TEXAS §
COUNTY OF TOM GREEN §

1. Operation. Council hereby agrees to perform the following services in San Angelo, Texas, for City: provide programs which encourage, develop, promote, and improve educational and cultural opportunities in the community; provide planning, coordinating, and promotional services to eligible organizations and groups; provide programs which encourage participation and appreciation of the arts by all citizens of the area; and administer subgrants to qualifying organizations with appropriate programs involving the arts.

2. Budget. Council shall submit to the City Manager an annual operating budget for Council for the next city fiscal year based upon the estimated revenue to be paid to Council by City out of the Hotel and Motel Occupancy Tax and general fund as set out hereafter. Said budget shall reflect the proposed expenditures based upon estimated revenue, to be made by Council during said fiscal year and the purposes for which said expenditures are to be made.

3. Revenue. City agrees provide funding to Council from the Hotel and Motel Occupancy Tax in accordance with the terms of the ordinance establishing said tax, dated September 27, 1983, and amended April 2, 2013 and November 15, 2016, for operation of Council to manage or supervise programs and activities, to wit: Five Percent (5%) of the revenues distributed to the City from the Hotel and Motel Occupancy Tax. Payments to Council shall be made monthly as said tax is received by City.

4. Use of Funds. It is expressly understood and agreed by City and Council that all funds received from the Hotel and Motel Occupancy Tax that are paid to Council shall be used solely for the purposes of encouraging, promoting, and developing artistic and cultural programs for City. The hotel occupancy tax revenue may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if said administrative costs are incurred directly in the encouragement, promotion, improvement, and application of the arts of the City. Council may expend hotel-motel tax revenue on subgrants, provided however, such subgrantee shall: make at least an annual report to the City Council of its expenditures from the subgrant and make records of these expenditures available for review of the City Council or other person.

5. Financial Records. Council shall maintain complete and accurate financial records of each expenditure of the hotel occupancy tax revenue made by Council and on request of the City Council, the City Manager, or other person, shall make the records available for inspection and review to the City Council or other person. Hotel and Motel Tax revenue shall be maintained in a separate account and shall not be commingled with any other revenue. The City Council may, upon reasonable notice, audit all books and records of Council.

6. Independent Contractor. Council is hired and engaged as an independent contractor and is not an officer, agent, or employee of City. This Contract is not intended to create a joint enterprise. There is no direct pecuniary purpose or profit motive, but rather the purpose of this Contract is to further the public good. Additionally, Council has the sole right to control and manage its operations.

7. Term. This Contract shall be for a three (3) year term, beginning from its effective date October 1, 2017 and ending September 30, 2020, unless sooner terminated.

8. Termination. It is understood and agreed that either party may terminate this Contract by giving the other party notice in writing of said termination prior to 30 days of termination. No funds will be advanced to Council after notice of termination is given.

9. Unspent Funds Returned. Upon termination of this Contract, the consideration paid by City shall be prorated and returned to City.

10. Assignment. This Contract is not subject to assignment without prior written consent of the

other party.

11. Hold Harmless. Each party agrees to indemnify, save harmless, and defend the other from any and all claims, causes of action, and damages of every kind arising from the operations of the other, its officers, agents, and employees, carried out in furtherance of this Contract.

EXECUTED in duplicate originals this ____ day of _____, 2017

CITY OF SAN ANGELO

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

**SAN ANGELO BOARD OF CULTURAL
AFFAIRS COUNCIL**

By: _____
J. Christopher Sugg, President

ATTEST:

Secretary

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Tina Dierschke, Director of Finance

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Finance, 325-657-4268

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consideration of a resolution approving the Capital Asset policy (T. Dierschke)

Summary/History:

The term capital assets is used to describe assets that are used in operations and that have initial lives extending beyond a single reporting period. Capital assets may be either intangible (e.g., easements, water (rights) or tangible (e.g., land, buildings, building improvements, vehicles, machinery, equipment and infrastructure). Items with extremely short useful lives (e.g., less than 2 years) or of small monetary value are properly reported as an "expense" or "expenditure" in the period in which they are acquired.

The Government Finance Officers Association (GFOA) recommends that state and local governments consider the following guidelines in establishing capitalization thresholds:

Potentially capitalizable items should only be capitalized only if they have an estimated useful life of at least two years following the date of acquisition;

Capitalization thresholds are best applied to individual items rather than to groups of similar items (e.g., desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets (e.g., books of a library district);

In no case should a government establish a capitalization threshold of less than \$5,000 for any individual item; Governments should exercise control over potentially capitalizable items that fall under the operative capitalization threshold.

In line with these recommendations, the proposed policy implements a useful life of two years or more and a capitalization threshold of \$5,000.

For items that have a useful life of two years or more and have a value of \$1,000 to \$4,999, the individual departments will keep an inventory list and review it annually.

This policy has been reviewed and recommended by the City's Audit Committee and would retroactively effective as of October 1, 2016.

Financial Impact:

N/A

Other Information/Recommendation:

Staff recommends approval.

Attachments:

1. Exhibit A Copy of Controlled property - Capital Assets.pdf
2. Policy 17-799_FIN_CAPITAL_ASSET_POLICY_DRAF_060617_DTS_REDLINE.docx
3. Resolution 17-799_FIN_CAPITAL_ASSET_POLICY+RESO.docx

Presentation:**Approvals/Reviews:**

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

THE CITY OF SAN ANGELO, TEXAS

Controlled Property Type Codes

Exhibit A - update as appropriate				
Note: Type codes are controlled at \$1,000 to \$4,999. Type 710 property is controlled at any threshold.				
Type	Useful Life (months)	Controlled Property- Type Code Description		
520	60	Chain Saws		
530	60	Power Saws		
540	60	Power Tools		
580	60	Trimmers		
582	60	Tillers		
640	36	Computers		
710	120	Firearms		
915	36	Photograph Equipment		
932	36	Audio Equipment		
940	36	Television		
945	36	Exercise Equipment		
970	60	Kitchen Equipment		



Section One General Guidelines

All purchases for real property, buildings, and equipment with a single acquisition cost in excess of \$5,000 and a useful life of more than two (2) years shall be classified and reported as a capital asset of the City. The City will capitalize all land purchases, regardless of cost. Accurate records shall be maintained on the cost, accumulated depreciation (where applicable), location and ultimate disposition of all capital assets.

Section Two Purchases to be classified as capital assets and purchases not to be classified as capital assets

A. Examples of purchases typically categorized as capital assets include, but are not limited to:

1. Automobiles and trailers
2. Machinery and heavy equipment
3. Computers and related equipment
4. Office equipment
5. Buildings
6. Land

B. The following types of expenditures should not be considered as capitalized assets:

1. Repairs to buildings or machinery
2. Replacement parts to capital assets that do not materially alter the usage or capability of a capital asset
3. Routine computer software
4. Any item with a purchase value of less than \$5,000

C. Expenditures for purchases of tools, equipment, and other assets useful in the accomplishment of departmental goals and objectives which are less than \$5,000, but greater than \$1,000 in value and/or more than two years in useful life, shall be maintained in a separate list by each department.

1. Service Area Directors shall be responsible for administrative oversight of the preparation and maintenance of the lists.
2. Department Directors shall be responsible for ensuring the accuracy of the departmental list and its availability for inspection.
3. Each department shall report to Finance, using forms supplied by Finance, their list of non-capitalized assets on an annual basis to be coordinated by Finance.

Section Three Acquisition Guidelines

Capital purchases are classified as “formal” by the City’s Purchasing Policy and, as such, should be acquired in compliance with the purchasing policy as promulgated. In coding such acquisitions for payment, the appropriate capital outlay code should be used.

Section Four Additions to Inventory

- A. Additions to the capital asset inventory shall be made by the Finance Department from records supplied by the acquiring departments.
- B. Additions to the capital asset inventory shall be assigned a distinctive identifying number by the respective parties:
 - 1. All assets other than vehicles, equipment, and radios shall be numbered by the Finance Department
 - 2. Vehicles and equipment shall be numbered by the Vehicle Maintenance Department and the information forwarded to Finance.

Section Five Changes to Inventory

- A. Departments with custody of capital assets shall notify Finance in writing of any of the following changes whenever they occur:
 - 1. An asset is permanently transferred from the department.
 - 2. An asset is sold.
 - 3. An asset is junked or otherwise disposed.
- B. Finance shall provide forms for the documentation of the above mentioned changes.

Section Six Annual Capital Asset Inventory

- A. An annual inventory of capital assets shall be conducted during the last quarter of the City’s fiscal year and shall be coordinated by Finance.
- B. Finance shall provide each department with:

1. A list of all capital assets currently in that department's custody.
 2. Forms necessary to document additions, deletions, and/or corrections to the inventory list.
 3. Asset identification tags, as required.
- C. Each department shall conduct its own inventory of capital assets with the following objectives in mind:
1. Correction of eErroneous asset descriptions.
 2. Updating of QOutdated location information.
- D. Each department shall report to Finance using report forms supplied by Finance, the following changes to its capital asset inventory:
1. Assets transferred in or out.
 2. Assets sold.
 3. Assets junked.
 4. Assets donated.
- E. Changes to a department's capital asset list must be reviewed and approved by the department head and the appropriate Service Area Director prior to submission to Finance.
- F. The completed capital asset list and the approved change forms shall be submitted to Finance as soon as practicable before the close of the fiscal year.
- G. Finance, using the information provided by the departments, shall make changes to the detailed capital asset records of the City and shall subsequently reconcile the totals of the capital asset records to the general ledger values.
- H. Upon completion of the reconciliation of the capital asset records and the general ledger the depreciable assets will be depreciated, subject to review by the independent auditor.
- I. Any donation that meets the purchase criteria under the general guidelines, shall be treated as a purchase and subject to these requirements.

Section Seven Attractive Assets

- A. Departments shall also inventory other items that are attractive in nature and have certain desirability to the general public. "Attractive Assets" are items that do not meet the minimum capitalization threshold of \$5,000 but require special attention.
- B. Special attention may be required to ensure legal compliance, protect public safety or compensate for a heightened risk of theft.
- C. Examples of attractive assets are police weapons, video and sound equipment, laptop or tablet computers and riding lawn mowers. These are referred to in accounting literature as "controlled capital type items".
- D. When a fixed asset or attractive asset is relocated to another department, the department relinquishing the item shall inform the Finance Department.
- E. Annually, each department will receive inventory listings of all attractive assets under their control. At that time each department is to update the inventory listings and return them to the Finance Department. All discrepancies shall be reported and explained. A designee from the Finance Department will be assigned to assist departments in scheduling and reporting.

**A RESOLUTION OF THE CITY OF SAN ANGELO, TEXAS, APPROVING A
CAPITAL ASSET POLICY.**

WHEREAS, The Government Finance Officers Association (GFOA) represents public finance officials throughout the United States and provides best practices to promote excellence in state and local government financial management including capital asset planning and management; and,

WHEREAS, best capital asset planning and management practices encouraged by GFOA include the adoption of a formal policy for identification and tracking of capital assets, and the Finance Department has recommended the Capital Asset Policy;

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

The City Council hereby approves the Capital Asset Policy recommended by the Finance Department, dated October 1, 2016, in the attached form.

PASSED and APPROVED THIS _____ DAY OF _____, 2017.

CITY OF SAN ANGELO, TEXAS

ATTEST:

Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

Tina Dierschke, Director of Finance

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Alfonso Torres, Building Official, Building Permits & Inspections, 325-657-4210 ext 138

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Second reading of an ordinance amending Appendix A, "Fee Schedule", Article A2.000 "Building and Construction Related Fees", Section A2.002 "Building Permit Fees", amending subpart (c) review fee; amending Section A2.005 "Electrical Permit Fees", restating subpart (a), renaming fees as "building permit fees"; amending Section A2.006 "Plumbing and fuel/gas permit fees", restating subpart (a), renaming fees as "building permit fees"; amending Section A2.007 "Mechanical Permit Fees", restating subpart (a), renaming fees as "building permit fees"; and amending Section A2.014 "Registration", restating subpart (1) contractor annual fee (A.Torres)

Summary/History:

Financial Impact:

The amendment to remove registration fees for electricians will result in a loss of approximately \$4,000 per year in fee revenue. In addition, the changes to other fees to comply with changes in state law will ensure that we do not lose an additional approximately \$60,000 in annual fee revenue.

Other Information/Recommendation:

Attachments:

- | | | |
|----|---|---|
| 1. | Report to Council | Second INSP 2017 Elec Fees Memo.docx |
| 2. | Plan Codes Permit Fee Schedule Ordinance 08-15-17 | Second 17-756_PLAN_CODES_PERMIT_FEE_SCHED_ORD_08-15-17.docx |

Presentation:

Approvals/Reviews:

Alfonso Torres	Created/Initiated
Jon James	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Alfonso Torres, Planning and Development Services, 657-4210, ext 1381

Meeting Date: August 1, 2017

Item type: Regular

Caption:

Second hearing of an ordinance amending Appendix A, "Fee Schedule", Article A2.000 "Building and Construction Related Fees", Section A2.0012 "Building Permit Fees", amending subpart (c) review fee; amending Section A2.005 "Electrical Permit Fees", restating subpart (a), renaming fees as "building permit fees"; amending Section A2.006 "Plumbing and fuel/gas permit fees", restating subpart (a), renaming fees as "building permit fees"; amending Section A2.007 "Mechanical Permit Fees", restating subpart (a), renaming fees as "building permit fees"; and amending Section A2.014 "Registration", restating subpart (1) contractor annual fee.

Summary/History:

Plan Review fees - Currently, no fees are collected for a permit until the plan review is complete and all items have been addressed. Occasionally, an applicant will change their minds about the project and abandon it, often without letting us know. At this point, we've used staff resources to provide a plan review and don't collect a fee for the work done. We would like to collect a portion of the permit fee at the time of application to cover at least a portion of the plan review costs. Fees would not be raised. The portion of the fee due at the time of application would then be deducted from the permit fee when the permit is ready.

Permit Fees – Recently passed HB3329 is intended to keep municipalities from charging Electricians a fee to register as contractors if they are already licensed at the State level. The language, however, could be interpreted to include any fees charged for any permit to an Electrician. Based on interpretations of our city Attorney, Texas Municipal League counsel, and language added to the bill, a "building permit fee" can be charged to an Electrician for any work done. We propose to change the language in our fee schedule to remove the term "Electrical Fee" and replace it with "Building Permit fee". There will be no increase or decrease to Electrical fees. Registration fees, however, will be eliminated to comply with the new state law.

In addition, we are proposing to change the terminology of Plumbing and Mechanical fees for consistency in the ordinance.

Financial Impact:

The amendment to remove registration fees for electricians will result in a loss of approximately \$4,000 per year in fee revenue. In addition, the changes to other fees to comply with changes in state law will ensure that we do not lose an additional approximately \$60,000 in annual fee revenue.

Other Information/Recommendation:

Staff recommends that the City of San Angelo approve this ordinance change by amending Appendix A, "Fee Schedule", Article A2.000, Section A2.001; Section A2.005; Section A2.006, Section A2.007; and Section A2.014. City Council approved the first reading of this ordinance 7 - 0 at the August 1, 2017 regular agenda.

Attachments:

None

Related Vision Item:

N/A

Presentation:

None

Approvals/Reviews:

Reviewed by Jon James, Director of Planning and Development Services

Second reading of an ordinance amending Appendix A, "Fee Schedule", Article A2.000 "Building and Construction Related Fees", Section A2.002 "Building Permit Fees", amending subpart (c) review fee; amending Section A2.005 "Electrical Permit Fees", restating subpart (a), renaming fees as "building permit fees"; amending Section A2.006 "Plumbing and fuel/gas permit fees", restating subpart (a), renaming fees as "building permit fees"; amending Section A2.007 "Mechanical Permit Fees", restating subpart (a), renaming fees as "building permit fees"; and amending Section A2.014 "Registration", restating subpart (1) contractor annual fee - (Presentation by Building Official Al Torres)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Jansa, Budget Analyst, Police, (325)657-4262

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consider authorizing the San Angelo Police Department to enter into an interlocal agreement with the Tom Green County Sheriff's Office to apply for the Edward Byrne Memorial Justice Assistance Grant and authorization for the City Manager or his designee to execute any necessary related documents (F.Carter)

Summary/History:

The U.S. Department of Justice announced that the City of San Angelo Police Department is eligible to apply for funds from the Edward Byrne Memorial Justice Assistance Grant. The grant is designed to help fund state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support. The City of San Angelo and Tom Green County are allocated \$24,619 jointly from the grant. The funds are divided by the number of authorized positions per department. The Police Department will receive \$17,661 and the Tom Green County Sheriff's Office will receive \$6,958. The San Angelo Police Department plans to purchase Tasers with the funds. The Tom Green County Sheriff's Office will also purchase Tasers.

Financial Impact:

The allocated amount is \$24,619. The City of San Angelo will receive \$17,661, and Tom Green County will receive \$6,958. This will increase the Police Department budget in the amount of \$17,661.

Other Information/Recommendation:

The grant application must be submitted by September 5, 2017.

Attachments:

- | | |
|-------------------------|-----------------------------|
| 1. Interlocal Agreement | PD Interlocal Agreement.doc |
|-------------------------|-----------------------------|

Presentation:

none

Approvals/Reviews:

Ryan Jansa	Created/Initiated
Theresa James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

GMS APPLICATION NUMBER _____

CITY SECRETARY
CONTRACT NO. _____

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF TOM GREEN

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ANGELO, TEXAS AND COUNTY OF TOM GREEN, TEXAS**

**2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
LOCAL SOLICITATION**

This Agreement is made and entered into this _____ day of _____, 2017, by and between The COUNTY of TOM GREEN, acting by and through its governing body, the Commissioners Court, hereinafter referred to as "COUNTY", and the CITY of SAN ANGELO, acting by and through its governing body, the City Council, hereinafter referred to as "CITY", both of TOM GREEN County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 791 of the Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, CITY agrees to provide COUNTY \$6,958.00 from the JAG award for Equipment Improvement Program; and

WHEREAS, CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, CITY and COUNTY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$6,958.00 of JAG funds.

Section 2.

COUNTY agrees to use \$6,958.00 for the Equipment Improvement Program until September 30, 2018.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF SAN ANGELO, TEXAS

COUNTY OF TOM GREEN, TEXAS

City Manager
Daniel Valenzuela

County Judge
Steve Floyd

ATTEST:

APPROVED AS TO FORM:

City Clerk
Bryan Kendrick

County Attorney
Chris Taylor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney
Theresa James

Police Chief
Frank Carter

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Jansa, Budget Analyst, Police, (325)657-4262

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consider a resolution authorizing the San Angelo Police Department to apply for \$98,938 from the Rifle-Resistant Body Armor Grant Program and authorizing the City Manager to execute any documents necessary to apply for and accept any awarded funds. (F.Carter)

Summary/History:

The State of Texas announced that funds are available under the Rifle-Resistant Body Armor Grant Program from the Office of the Governor. The San Angelo Police Department is asking for authorization to apply for funds from this program for Rifle-Resistant Plate carriers with level IV plates. These vest are rated to protect officers from rifle rounds to give the officer better ballistic protection. Officers will be able to put a plate carrier on over top of the uniform shirt during an active shooter situation.

Financial Impact:

There is no requirement for matching funds. The San Angelo Police Department will apply for \$98,938 from the grant, and if awarded, these funds will increase the Police Department Budget.

Other Information/Recommendation:

The grant application must be submitted by September 6, 2017 to be eligible for review.

Attachments:

1. Resolution Resolution 2018 Rifle Resistant body armor grant.doc

Presentation:

No

Approvals/Reviews:

Ryan Jansa	Created/Initiated
Frank Carter	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

**RESOLUTION APPROVING THE SAN ANGELO POLICE DEPARTMENT TO
APPLY FOR THE RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM**

WHEREAS, the City Council of the City of San Angelo finds it in the best interest of the citizens of San Angelo, Texas that a Rifle-Resistant Body Armor Program be operated for the 2018 calendar year; and

WHEREAS, the San Angelo Police Department would request a grant in the amount of \$98,938 for the purchase of Rifle-Resistant Plate carriers with level IV plates; and

WHEREAS, the City Council of the City of San Angelo agrees to provide no matching funds for said project as required by the Rifle-Resistant Body Armor Grant Program grant application; and

WHEREAS, the City Council of the City of San Angelo agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council of the City of San Angelo assures that the funds will be returned to the Criminal Justice Division in full.

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Angelo approves submission of the grant application for the Rifle-Resistant Body Armor Program to the Office of the Governor, Criminal Justice Division and authorizes the City Manager to execute all documents necessary to apply for and accept any awarded funds.

PASSED, APPROVED, AND ADOPTED this 15th day of August, 2017.

Grant Number: 3477601

CITY OF SAN ANGELO

BY: _____
Brenda Gunter, Mayor

ATTEST:

BY: _____
Bryan Kendrick, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Frank Carter, Police Chief

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Jansa, Budget Analyst, Police, (325)657-4262

Meeting Date: August 15, 2017

Item type: Consent Item

Caption:

Consider authorizing the City Manager to execute an interlocal agreement between Public Safety Communications and the Concho Valley Council of Governments (CVCOG) for E9-1-1 Public Safety Answering Point (PSAP) Services, being effective from September 1, 2017 to August 31, 2019 (F.Carter)

Summary/History:

The City of San Angelo, Public Safety Communications, operates the local PSAP, more commonly known as the 9-1-1 system. The Concho Valley Council of Government serves as a regional planning commission (RPC) and political subdivision of the State of Texas with the responsibility of coordinating a regional strategic plan for emergency communications. The RPC operates under the oversight and funding of the Commission on State Emergency Communication (Commission). The Commission requires the RPC and the unit of local government to enter into an interlocal agreement with the local governmental unit relating to the planning, development, operation, and provision of 9-1-1 services.

The City of San Angelo/Public Safety Communications maintained this interlocal agreement for a number of years. The proposed agreement is substantially unchanged from previous versions with the exception of effective dates and source material for pertinent laws, rules and regulations.

Financial Impact:

There is no immediate financial impact associated with execution of this agreement. Sharing of resources and equipment is contingent upon the interlocal agreement.

Other Information/Recommendation:

Attachments:

1. Interlocal Agreement 17-701_PD_PSAP 911 SVCS - CVCOG-COSA 2017-2019.pdf

Presentation:

Approvals/Reviews:

Ryan Jansa
Frank Carter
Theresa James
Anthony Wilson
Julia Antilley

Created/Initiated
Approved
Approved
Approved
Approved

Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Final Approval



CONCHO VALLEY COUNCIL OF GOVERNMENTS 17-701

2801 W. Loop 306, Ste. A
P. O. Box 60050
San Angelo, Texas 76904

325/944-9666
Fax 325/944-9925

June 01, 2017

Mr. Daniel Valenzuela
City Manager
City of San Angelo
P. O.Box 1751
San Angelo, TX 76902

Dear Mr. Valenzuela:

Enclosed, please find the ***Interlocal Agreement for E9-1-1 Public Safety Answering Point (PSAP) Services*** between City of San Angelo and Concho Valley Council of Governments. This Agreement is effective as of September 01, 2017 and shall terminate on August 31, 2019.

Please return one executed original for our files. Upon execution of this Interlocal, CVCOG will send a copy to your PSAP(s) to keep them informed of their responsibilities in fulfilling this Interlocal.

Should you have any questions, please contact Hilda Arredondo-Garibay, Emergency Communications Director at (325) 944-9666.

Sincerely,

John Austin Stokes
Executive Director

Enclosures

CC: Hilda Arredondo-Garibay, CVCOG Emergency Communications Director
The Honorable Stephen C. Floyd, Tom Green County Judge

INTERLOCAL AGREEMENT

E9-1-1 PUBLIC SAFETY ANSWERING POINT (PSAP) SERVICES

BETWEEN

CITY OF SAN ANGELO

AND

CONCHO VALLEY COUNCIL OF GOVERNMENTS

09/01/2017 – 08/31/2019

APPROVED AS TO FORM:



Theresa James, City Attorney

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Concho Valley Council of Governments** (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 10 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **City of San Angelo** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assists in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260; Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **San Angelo Communications Center** located at **323 E. Beauregard** and the **San Angelo Emergency Operations Center** located at **8485 Hanger Road, San Angelo, Texas** PSAPs.

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC agrees to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **City of San Angelo** and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment monthly and report any failures or maintenance issues immediately to the appropriate maintenance vendor and the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Trouble Tickets will be opened with the appropriate maintenance vendor and reported to the RPC as required by the RPC;

3.6.9 Make NO changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising

between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Concho Valley Council of Governments
2801 W. Loop 306, Suite A
San Angelo, TX 76904**

The Local Government's address is:

**City of San Angelo
Daniel Valenzuela, City Manager
P. O. box 1751
San Angelo, Texas 76902**

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2017 and shall terminate on August 31, 2019.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an

act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

- Attachment A.1 Ownership Agreement for San Angelo Communications Center
- Attachment B.1 Transfer of Ownership Form
- Attachment A.2 Ownership Agreement for San Angelo EOC
- Attachment B.2 Transfer of Ownership Form
- Attachment C Scope of Work
- Attachment D PSAP Operations Performance Measures and Monitoring
- Attachment E Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Concho Valley Council of Governments

By: _____

Printed Name: John Austin Stokes

Title: Executive Director

Date: 6/16/17

City of San Angelo

By: _____

Printed Name: Daniel Valenzuela

Title: City Manager

Date: _____

Attachment A:1 San Angelo Communications Center Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at San Angelo Communications Center (PSAP Name), in Tom Green County, to be the property of City of San Angelo, hereinafter referred to as "Owner". ***[Provide separately for each PSAP.]***

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

[Attach equipment inventory list.]

Concho Valley Council of Governments

By:  _____

Printed Name: John Austin Stokes

Title: Executive Director

Date: 6/16/17

City of San Angelo

By: _____

Printed Name: Daniel Valenzuela

Title: City Manager

Date: _____

Attachment B1: San Angelo Communications Center Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between **Concho Valley Council of Governments** (RPC) and **City of San Angelo** (Local Government), the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government. Location of equipment to be at **San Angelo Public Safety Communications** (County PSAP).

Indicate the appropriate classification: ☒ Transfer ☐ Disposition ☐ Lost

Please provide the following information in as much detail as possible.

9-1-1 CPE Equipment- *Positron Viper-Power 9-1-1 7 Position Host*
Vendor: CenturyLink

Serial Number: 9-1-1 CPE Equipment: See Attached Equipment List	
Acquisition Date: January 29, 2016	Invoice Number: Q052400046
Acquisition Cost: \$159,840.89	Purchase Order Number: CP16 2294

9-1-1 Front Room Up-Grade CPE Equipment- *Positron Viper-Power 9-1-1*
Vendor: CenturyLink

Serial Number: 9-1-1 CPE Equipment: See Attached Equipment List	
Acquisition Date: January 29, 2016	Invoice Number: Q052400046
Acquisition Cost: \$138,649	Purchase Order Number: CP16 2294

9-1-1 Recorder- *Power Logging Voice Recorder (LVR)*
Vendor: DSS Corporation

Inventory Number: SRL# 0909/0815	
Acquisition Date: August 28, 2016	Invoice Number: 109845
Cost-Share: \$25,000	Purchase Order Number: CP16 2261

9-1-1 UPS- MGE Galaxy 3000 UPS- *Purchased by COSA with a CVCOG Cost-Share*
Vendor: Critical Site Solutions (Cost-Share purchased with CSEC Funds)

Inventory/Serial Number: A08-10038	
Acquisition Date: November 13, 2007	Invoice Number:
Cost-Share: \$7,675	Purchase Order Number: COSA Invoice

NetClock *Purchased by COSA with a CVCOG Cost-Share*
Vendor: Spectracom (Cost-Share purchased with CSEC Funds)

Inventory/Serial Number: 01570	
Acquisition Date: February 10, 2009	Invoice Number: M-13042 (COSA)
Cost-Share: \$3,337	Purchase Order Number: COSA Invoice

A/C *Purchased by COSA (total price \$6,895) with a CVCOG Cost-Share (\$3,448)*
Vendor: Bowles Heating & Cooling (Cost-Share purchased with CSEC Funds)

Inventory/Serial Number: NA	
Acquisition Date: February 26, 2009	Invoice Number: 14291 (COSA)
Cost-Share: \$3,448	Purchase Order Number: COSA Invoice

Attachment B2: San Angelo Communications Center
Transfer of Ownership Form (continued)

Action Recommended by: 
John Austin Stokes, Executive Director

Date: 6/16/17

Comments: In compliance with Article 3.2 of this Interlocal Agreement

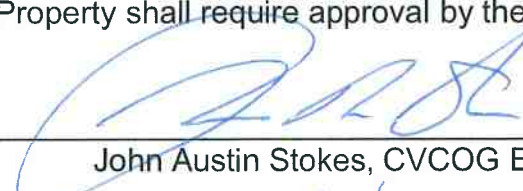
Approved: ☒ Yes ☐ No

Proceeds, if any: \$0

Approved by: _____
Daniel Valenzuela, Manager, City of San Angelo

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: 
John Austin Stokes, CVCOG Executive Director

Date: 6/16/17

Attachment A:2 San Angelo Emergency Operations Center (EOC) Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at San Angelo Emergency Operations Center (PSAP Name), in Tom Green County, to be the property of City of San Angelo, hereinafter referred to as "Owner". *[Provide separately for each PSAP.]*

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

[Attach equipment inventory list.]

Concho Valley Council of Governments

By:  _____

Printed Name: John Austin Stokes

Title: Executive Director

Date: 6/16/17

City of San Angelo

By: _____

Printed Name: Daniel Valenzuela

Title: City Manager

Date: _____

Attachment B2: San Angelo Emergency Operations Center (EOC) Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between **Concho Valley Council of Governments** (RPC) and **City of San Angelo** (Local Government), the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government. Location of equipment to be at **San Angelo EOC** (PSAP).

Indicate the appropriate classification: ☒ Transfer ☐ Disposition ☐ Lost

Please provide the following information in as much detail as possible.

9-1-1 CPE Equipment- *Positron Viper-Power 9-1-1 2 Position Remote*

Vendor: CenturyLink

Serial Number: 9-1-1 CPE Equipment: See Attached Equipment List	
Acquisition Date: January 27, 2016	Invoice Number: Q052400045
Acquisition Cost: \$77850.85	Purchase Order Number: CP16 2302

9-1-1 Front Room Up-Grade CPE Equipment- *Positron Viper-Power 9-1-1*

Vendor: CenturyLink

Serial Number: 9-1-1 CPE Equipment: See Attached Equipment List	
Acquisition Date: March 6, 2016	Invoice Number: Q052400045
Acquisition Cost: \$23,558	Purchase Order Number: CP16 2302

9-1-1 Recorder- *Power Logging Voice Recorder (LVR)*

Vendor: DSS Corporation

Inventory Number: SRL# 0819	
Acquisition Date: August 28, 2016	Invoice Number: 18037
Cost-Share: \$15,000	Purchase Order Number: CP16 2292

9-1-1 Back-Up/Training Laptop

Vendor: CenturyLink

Inventory/Serial Number: CND8426VW1	
Acquisition Date: December 23, 2008	Invoice Number: I122300097
Acquisition Cost: \$25,484	Purchase Order Number: TGTR5623-08

**Attachment B2: San Angelo Emergency Operations Center (EOC)
Transfer of Ownership Form (continued)**

Action Recommended by: _____


John Austin Stokes, Executive Director

Date: _____

6/16/17

Comments: In compliance with Article 3.2 of this Interlocal Agreement

Approved: ☒ Yes ☐ No

Proceeds, if any: _____ \$0 _____

Approved by: _____

Daniel Valenzuela, Manager, City of San Angelo

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Attachment C Scope of Work

- New Public Safety Answering Points (PSAPs) cannot be implemented without prior approval by the Commission on State Emergency Communications (CSEC).

- PSAP operating procedures are outlined in the attached Operating Policies and Procedures document.

- CVCOG requests the PSAPs submission of the following reports:

Form A; Monthly Reports for PSAP- report documents call volumes, TDD/TTY calls, TDD/TTY test calls, and equipment testing by PSAP.

Form B; 9-1-1 ANI/ALI Problem Report- if needed, daily submission of incorrect caller information and map plotting discrepancies.

Form C; 9-1-1 Report Log documents dates and description of opened trouble tickets, TDD/TTY call testing, and service affecting issues.

Form D; Training Documentation performed by PSAP which will include Sign-In sheet with description of training conducted.

Form E; 9-1-1 Public Education activities conducted by the PSAP.

- CVCOG with PSAP assistance will inventory equipment annually.
- CVCOG requires that the County and/or City insure equipment located within PSAP, as per equipment inventory list provided by CVCOG, and forward a copy of the insurance policy to CVCOG.

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

- Form A- Monthly Reports for PSAP
- Form B- 9-1-1 ANI/ALI Problem Report
- Form C- 9-1-1 Report Log
- Form D- Training Documentation performed by PSAP
- Form E- 9-1-1 Public Education activities conducted by the PSAP.

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per Month;
2. List of service affecting issues once per Month;
3. Certification of TTY/TDD testing once per Month; and
4. TTY/TDD call logs.

Quality Assurance Inspections

RPC personnel will conduct site visits at least 2 per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

Preventative Maintenance is done every six months at each PSAP.

Attachment E

Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation:
<http://csec.texas.gov/statutes>
2. Commission Rules:
<http://www.csec.texas.gov/>
3. Commission Program Policy Statements:
<http://www.csec.texas.gov/9-1-1/documents/program-policy-statements-rev>

**Concho Valley Council of Governments
MONTHLY REPORTS for PSAP**

PSAP NAME:			
MONTH:		INDIVIDUAL REPORTING:	
		NUMBER OF POSITIONS:	

Call Volume Report

LIST MONTHLY TOTALS <i>Fax or mail results to:</i> CVCOG Regional 9-1-1 2801 W Loop 306 San Angelo, TX 76904 Fax #: 325-947-0847	9-1-1 CALLS: WIRELINE: WIRELESS: ABANDON/GHOST:	AVERAGE CALL DURATION: # TTY/TDD TEST CALLS: # TTY/TDD CALLS:
COMPLETE OUTAGE OF 9-1-1 SERVICES (Date, Type, Duration):		

Equipment Checklist

Complete the following worksheet on a monthly basis for your PSAP. Each workstation needs to be checked for the functions listed below. Indicate passed (**P**) or failed (**F**) next to each function and supply any necessary comments. (For example: External ringer 2 passed, 1 failed. Cannot hear ringer/tried to adjust at external speaker.)
Each function needs to be tested on *wireline/landline and wireless/cellular* calls.

The following equipment/function was tested and the results are shown below

FUNCTION	P	F	Comments
Workstation Screen Display - Monitors	☐	☐	
External Ringer	☐	☐	
Answer 9-1-1	☐	☐	
Release	☐	☐	
Hold	☐	☐	
ANI / ALI Display	☐	☐	
ALI Retransmit (RTX) Rebid	☐	☐	
ALI X - Flag ALI Errors and send to CVCOG	☐	☐	
ALI Look Up	☐	☐	
Clear ALI Screen	☐	☐	
Transfer Call 9-1-1 PSAPs	☐	☐	
Transferring using Sheriff List	☐	☐	
Access Contact List	☐	☐	
Answer Clear Abandoned Calls	☐	☐	
Redial Last Call	☐	☐	
Volume Control	☐	☐	
Printer	☐	☐	
TTY TDD - Answer Call Challenge Silent Call	☐	☐	
TTY TDD - Place Call Transfer Call	☐	☐	
TTY TDD - Test Stand-Alone TDD	☐	☐	
TTY TDD - Challenge on Admin Line (Stand-Alone TDD)	☐	☐	
Playback Recorded Call Inform Verify	☐	☐	
Recorder Equipment - Check Archive & Cleaning Tape	☐	☐	
Check Alarms- System Information Module: Yellow=Warning, Red=Critical	☐	☐	
GIS Update - All Positions	☐	☐	
Test Make-Busy	☐	☐	
Test Busy-Out Roll-Over	☐	☐	

9-1-1 ANI/ALI PROBLEM REPORT

Date of Call	Time of Call	Operator

Problem (check one):☐ Record Not Found☐ Incorrect Address☐ Misroute, Send To: _____☐ Other: _____☐ Map not correct**Phone type (check one):**☐ Business or Residential☐ Wireless☐ VoIP**Information Displayed:**

TELEPHONE NUMBER (ANI)	
NAME	
ADDRESS (ALI)	
CITY/COMMUNITY	
LOCATION	
WIRELESS/VoIP CALL-BACK NUMBER	
TRUNK #	ESN:

Correct Information As Obtained by Caller:

TELEPHONE NUMBER (ANI)
NAME
ADDRESS (ALI)
CITY/COMMUNITY
LOCATION
PSAP COMMENTS:

For Wireless/VoIP Calls, Please Complete the Additional Information:

WIRELESS/VoIP SERVICE PROVIDER:
EXACT LOCATION OF WIRELESS/VoIP CALLER:

For Addressing Coordinator Use:

DATE RECEIVED:	CORRECT INFORMATION:
DATE ENTERED:	ADDRESS:
TRANSACTION NUMBER:	COMMUNITY:
NOTES:	ESN
	EXCHANGE

Purpose of 9-1-1 Call Log is to insure compliance with CVCOG's Interlocal Agreement with PSAP, Commission on Emergency Communications guidelines and rules, and Regional Strategic Planning.

[illegible]

FORM C: Include on the Log, any outages you might have and ALL repair problems that you have had on your equipment whether you had to call for a repair tech or were able to correct the problem yourself. This information is needed so that we can make sure that your repairs are made in a timely manner. The welfare of your citizens is our first and foremost concern.

Document TDD/TTY Dispatcher training and actual TDD/TTY Calls.

TRAINING



TYPE of

TRAINING: Enter Title Of Training Held

PSAP: Name of PSAP

DATE: Date of Training

TRAINER: Name of Trainer

Session: Session-4 hr. 8:30 AM - 12:30 PM

NAME:

Please Print

Agency:

SAMPLE

Request TCLEOSE Credits (circle one)

YES

NO

Form D: Training Sign-In Sheet. Forward 1 copy to CVCOG via email or fax along with an outline or description of training.

CONCHO VALLEY COUNCIL OF GOVERNMENTS
9-1-1 PUBLIC EDUCATION REPORT

Thank you for your assistance in the Education of our General Public about 9-1-1 and the proper use of it. In an effort to track our outreach program, it will be helpful if you could please provide the following information on 9-1-1 public education programs presented in your county/city and return this report to CVCOG 9-1-1 Department, 2801 W. Loop 306, Suite A, San Angelo, Texas, 76904. If you have any questions, contact Hilda or Annetta at (325) 944-9666.
annetta@cvcog.org

REQUESTING AGENCY:

COUNTY:

DATE:

PRESENTER:

DETAILS:

SAMPLE

Form E: Please complete this information to the best of your knowledge.

General:	Children:	Adults:	Senior Citizens:	Non/English:	Special Needs:

Operating Policies and Procedures

OVERVIEW

Policies and procedures for PSAP/s in the Concho Valley Council of Governments 9-1-1 Region which include the following counties: Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sutton and Tom Green Counties.

OBJECTIVES

To negotiate any emergency call accordingly.
To determine as quickly as possible, the nature of the emergency.
To properly handle or direct the call to the appropriate responding agency.
To proficiently operate all equipment related to the 9-1-1 system.

CALL VOLUME & EQUIPMENT CHECKLIST – Form A

This report is to be submitted to the Concho Valley Council of Governments 9-1-1 Department on a monthly basis. The benefits of this report have been realized since it helps to detect equipment problems before an emergency arises. The Call Volume numbers are submitted to the Commission on Emergency Communications every quarter.

ANI/ALI INQUIRIES – Form B

ANI/ALI Inquiries are submitted to CVCOG by the PSAP whenever a 9-1-1 call is received and there is a problem with the Intrado database such as: the address is wrong, no ANI/ALI information appears or, the call is routed to the wrong PSAP, etc. Mapping discrepancies should be reported on this form. *These forms are given top priority.*

WHAT IS AN EMERGENCY?

An emergency is any situation when there is threat of loss of life or property that requires immediate response.

EMERGENCY CALLS

When 9-1-1 is dialed, the emergency call should be handled according to the instructions listed in the call handling procedures.

NON EMERGENCY CALLS

If administrative, unrelated calls are received on 9-1-1, COURTESOUSLY advise the caller that the call is a non-emergency call, and then advise the caller of the 7-digit local administrative number.

NOTE: Small agencies may prefer to confirm the number of the caller and that it is a non-emergency, tell the caller that you will call them back. This relieves the 9-1-1 circuits for emergencies. **BE SURE TO CALL THE CALLER BACK!**

9-1-1 HANGUPS

Handle a 9-1-1 hang-up as follows:

If someone calls and hangs up, the dispatcher will:

- 1) Call the number that appears in the "Tel.#" box and confirm that there is not an emergency; if there is an emergency, handle accordingly;
- 2) After confirmation, if children were playing on the phone or accidentally dialed 9-1-1, try to talk with the parent and ask them to explain to their children the proper use of 9-1-1;
- 3) If the dispatcher calls back and there is no answer or a busy signal, follow local standard operating procedures for sending an officer to that location.
- 4) The dispatcher should handle a silent call the same as above after challenging the call to **determine** if the 9-1-1 caller could be Deaf or speech impaired and using a TDD/TTY machine.

Operating Policies and Procedures

COIN OPERATED PHONES

Calls from coin operated phones will also display the number and location of the coin operated phone and not necessarily the actual location of the emergency. ***ALWAYS ASK THE CALLER FOR THE EXACT LOCATION OF THE EMERGENCY!!!***

PBX CALLS

Calls initiated from an extension associated with a PBX system (switchboard, i.e.: city hall, etc.) will display a number and address location also. The address location displayed will be the address of the business from which the caller is calling from; therefore, always ascertain from the caller the nature and exact location of the emergency.

MOBILE AND CELLULAR PHONES

The 9-1-1 ANI/ALI will indicate a mobile phone call by displaying the company's name providing the cellular service and phone number. With the implementation of Wireless Phase I, the dispatcher or telecommunicator will have the following available to them on the console: PANI (pseudo), number associated with cell site, callers cell phone number, location of cell tower, and community name.

With Phase II implemented, in some cases, actual location of the caller will populate on the 9-1-1 map. This requires the dispatcher to activate the Re-transmit ALI (RTX) button after a 20 second pause of answering the 9-1-1 call.

VoIP CALLS

VoIP is Voice over Internet Protocol. 9-1-1 calls initiated from a VoIP system will display the number and address location that has been registered by the VoIP customer. These phones can be nomad and be relocated to another city or state by the customer. This presents a problem to the 9-1-1 call taker if the customer does not notify the Internet Company and up-date the location of the VoIP phone. ALWAYS make sure to confirm the address & location of the caller before sending emergency responders.

PSAP SUPERVISORS/ADMINISTRATORS

The public safety answering point (PSAP) supervisor(s) will be responsible for submitting technical and trouble shooting reports to appropriate agencies.

Whenever the 9-1-1 system fails, the PSAP supervisor should gather all information on what may have caused the failure, and report the system down to WSC 9-1-1 Technical Support at 1-888-414-2738 and **also notify** the 9-1-1 administrator at the Concho Valley Council of Governments (CVCOG) at (325) 944-9666 on system failures and/or problems encountered. Document on 9-1-1 Reporting Log.

CALL HANDLING PROCEDURES

Following are suggestions on how to handle 9-1-1 calls:

WHEN A 9-1-1 LINE RINGS:

ANSWER: PSAP Name 9-1-1, what is your emergency?

VERIFY: Automatic Number Identification (ANI) and Automatic Location Identification (ALI) – obtaining phone number and address from the “Location Module” on your monitor.

WHEN SENDING EMERGENCY RESPONSE PERSONNEL, ALWAYS REMEMBER TO ASSURE THE CALLER THAT HELP IS ON THE WAY. STAY ON THE LINE WITH THE CALLER UNTIL EMERGENCY HELP ARRIVES, IF POSSIBLE.

Operating Policies and Procedures

LANGUAGE LINE

If a 9-1-1 caller comes in on your 9-1-1 trunks and does not speak English and you are unable to determine what his emergency is, then you have the ability to access Language Line. Remember, you must be able to give the interpretation operator your I.D. #, your organization I.D. #.

For convenience and efficiency, Language Line has established a protocol that will allow you to press "1" for Spanish. The number to Language Line is programmed as a one button speed dial and in the drop- down call list on your 9-1-1 equipment. Any charges for this service are covered by the CVCOG and are made available for your use in the event you are unable to help a non-English speaking caller in an expedient manner.

ENTER: Your "Client ID" or "Access Code" #: **904024**

SELECT: Your language by pressing:

- 1 for Spanish,
- 2 for all other languages and state the language you need, or
- 0 for assistance if you don't know the language.

TELL: The agent on the line your Access Code(s): Each PSAP has an assigned # between 11 and 30. If you don't know it, give CVCOG a call.

For demonstrations you may call 1 (800) 821-0301, use this number to familiarize yourself with the procedures taken when using Language Line. For routine administrative calls (non-emergency) the number is 1 (800) 752-6096.

TDD/TTY CALLS

When you receive a 9-1-1 call from a Deaf or speech-impaired person, you should know how to communicate with the caller. Your equipment is set up to help you adequately assist him/her. A perfect scenario would allow the call taker to hear tones from the TDD/TTY machine but not all machines will be announced with tones. Some may be presented as a silent call. **ALWAYS CHALLENGE A SILENT CALL AND TREAT IT AS A TDD/TTY CALL.** It will be up to you to initiate the communication protocol.

- 1)** Activate your pre-programmed messages by opening the TTY Panel first in order to transmit messages to your caller,
- 2)** Select the down arrow to view a list of pre-programmed messages,
- 3)** Select and double click on the appropriate message.

Once the caller communicates his message back to you, you will be able to follow normal TDD/TTY 9-1-1 protocol.

A stand alone TDD/TTY machine is also onsite at your PSAP for your use in the event your equipment fails or a TDD/TTY call is received on your land line.

TDD/TTY Refresher training for dispatchers is required by the Department of Justice every six month.

POISON CONTROL CENTER

Your equipment has the number for the Poison Control Center (PCC) pre-programmed into one of your transfer buttons. You can contact Poison Control by dialing 1-800-222-1222.

NOTE: If by chance the customer address information is NOT correct, the first priority is to take care of the emergency by gathering all information needed over the phone (name, directions to location, etc.) and send emergency help. When the call is complete, fill out an ANI/ANI Inquiry form and fax it to CVCOG, 325-947-0847.

Operating Policies and Procedures

EMERGENCY CALL RECEIVED ON ADMINISTRATIVE PHONE LINE

ANSWER: “PSAP Name, This is _____.” Take the Emergency call and handle it as you would any emergency call.

DO NOT INSTRUCT THE CALLER TO HANG UP AND CALL BACK ON THE 9-1-1 LINE.

CALL TRANSFERING

Transfer or dispatch the 9-1-1 call accordingly.

When transferring a call, identify yourself and advise the public safety agency of the 9-1-1 transfer, stay on the line to verify that the caller is connected with the correct agency and for recording purposes of the 9-1-1 call, unless instructed to do otherwise.

HOW TO TRANSFER VOICE and DATA

In transferring voice to a public safety agency, **DO NOT HANG UP**, right click on the “9-1-1 PSAP” button, scroll down to find the agency to which you want to transfer the call and, double click on the desired agency listed.

State to the caller that there will be a temporary loss of voice and a delay will be evident when transferring, but to please stay on the line.

Be sure to ask the responding agency if the ANI/ALI information of the caller has been received.

INCIDENT MODULE

When a 9-1-1 call comes in, these modules are used to collect information from the caller (recorded in the Incident Detail Module), and to assign an incident type and priority.

SIP PHONES

A SIP phone is a back-up phone that can be used in the event that your 9-1-1 computer is not functioning.

RECORDING A CALL

Calls received on the 9-1-1 equipment are automatically recorded. Wireless Phase 0, VoIP, and roll-over 9-1-1 calls received on the PSAP non-emergency lines are also recorded at most PSAPs.

TYPES of CALLS

✓ **“Ghost Call”** is when something in the circuits somehow makes the phone ring at the terminal, but there is no “caller”, meaning there is no ANI or ALI.

✓ **“Abandoned Call”** is a legitimate 9-1-1 call that was made by the caller but for some reason they had to hang up. Once an abandoned call has been received, it will be visible in the “Abandoned Call” list. The dispatcher has to physically disconnect the call to clear the equipment prior to calling back the 9-1-1 caller.

✓ **Spurious Calls.....** It is possible for a PSAP to receive a 9-1-1 call without a caller actually dialing 9-1-1. These types of calls are termed “spurious calls”. Persistent or unusual situations should be report to the CVCOG for further investigation.

✓ **“Miss-Dialed Call”** is a call when the caller simply didn’t mean to dial 9-1-1 (I.e. in a business if they had to dial 9 to get an outside line, then 1 for long distance and another 1 for the beginning of an area code or something).

✓ **“Phone Repairs”**- Repair service on the lines can accidentally generate false calls.

Operating Policies and Procedures

- ✓ **“Severe Weather”**- High winds, severe thunderstorms, etc., may trigger false calls.
- ✓ **“Static”** –Extreme static associated with phone lines may cause a false dialing of 9-1-1.
- ✓ **“Cordless Phones”** –may have a continuous out-pulsing of digits which result in a 9-1-1 call.
- ✓ **“TDD/TTY call”**- Treat **any** silent call or **any** call with a beeping sound as a TDD/TTY call. Do not hang up until you have eliminated the possibility that it may be a TDD/TTY call.
- ✓ **“Wireless Cell Phone call”** is a call made from any mobile phone. Some residents are now using wireless cell phones for their home phone. Be aware that with these phones in the home, you may not always capture the call back number and location.

Phase Zero Wireless- if a wireless company has not been certified, the wireless call will be received on the 7 digit non-emergency line in your office.

Phase One Wireless- wireless calls will be received on the 9-1-1 equipment but only the call back number, the cell tower address and phone number will be displayed.

Phase Two Wireless (WPH2)- with Phase Two implemented, new phones will be equipped with a technology which will allow the XY coordinates of the caller to populate a map. This map is a feature of Mapped ALI. **NOT all cell phone calls will populate with XY coordinates, the accuracy of the positioning is dependent on the type of technology being used by the Cell Phone Company (WSP). To activate WPH2, click on the RTX button on our equipment monitor. If the technology is available, the point on the map will show the position of the XY coordinates.**

Un-initialized Cell Phone- Any cell phone that does not have a wireless provider contract for service, CAN call 9-1-1. These calls do not have a call back number for the dispatcher to verify. The telephone company will assign a “911” area code that reflects the fictitious phone number.

- ✓ **VoIP** means “voice over internet protocol”. VoIP calls can be received on your 9-1-1 equipment or on your 7-digit non-emergency line at your PSAP. Be aware that these phones can be nomad which means that a customer can move them across the country. It is the responsibility of the customer to notify the VoIP provider is they are moving the phone to a different location.

FOR PROBLELMS WITH EQUIPMENT

POSITRON EQUIPMENT – Mapping or Call answering Equipment. WSC, 1-888-414-2738

Identify Yourself as: E911 County or City

- Indicate that you are reporting trouble for a 9-1-1 system.
- Provide the name and address of your PSAP.
- Provide your name and title.
- Provide your callback number.
- Describe the type of trouble you are encountering.
- Provide hours of access to 9-1-1 equipment.
- Document trouble ticket # on *Form C Report Log*.
- Notify CVCOG 325-944-9666.

Operating Policies and Procedures

REQUEST FOR CALLING NUMBER-INTRADO – 1-855-820-8109

If you have NO ALI information available:

- Identify you are a 9-1-1 agency and are requesting a Calling Number Address.
- Provide your name and title.
- Provide the name and address of your PSAP.
- Provide your callback number
- Describe the type of trouble you are encountering.
- Document trouble ticket # on *Form C Report Log*.

CALL TRACE

Verizon 1-800-483-0911 ♦ Centex 1-800-535-8904 ♦ Hill Country 1-800-292-5457

- Identify you are a 9-1-1 agency and are requesting a Call Trace.
- Provide your name and address of your PSAP.
- Provide your callback number.
- Provide the TIME, DATE, and TELEPHONE NUMBER of the 9-1-1 call.

RECORDER SUPPORT & MAINTENANCE 1-800-466-1152

- Indicate that you are reporting trouble for a 9-1-1 recorder.
- Provide the name and address of your PSAP.
- Provide your name and title.
- Provide your callback number.
- Describe the type of trouble you are encountering.
- Provide hours of access to 9-1-1 equipment.
- Document trouble ticket # on *Form C Report Log*.
- Notify CVCOG 325-944-9666.

Concho Valley Council of Governments (CVCOG)
Hilda Arredondo-Garibay, Jacob Lopez, Jeff Lopez, Neil Brown,
Or Roger Garza

Office #: 325-944-9666 fax #: 325-947-0847

WSC Management Console : Inventory

List All - COG Dashboards

List All - COG Dashboards

Inventory Item#	COG Name	PSAP Name	Hardware Type	Description	Manufacturer	Manufacturer Part#	Serial#	Installed	Status	Location	COG Inventory item Tag#
CVCOG - San Angelo Comm Center - In Use (120 Inventory Items)											
9449	CVCOG	San Angelo Comm Center	Monitor	19in LCD Monitor	NEC		561210977A	01-29-2016	In Use	On Site	
9450	CVCOG	San Angelo Comm Center	Monitor	19in LCD Monitor	NEC		561210657A	01-29-2016	In Use	On Site	
9451	CVCOG	San Angelo Comm Center	Monitor	19in LCD Monitor	NEC		561210667A	01-29-2016	In Use	On Site	
9452	CVCOG	San Angelo Comm Center	Monitor	19in LCD Monitor	NEC		561211027A	01-29-2016	In Use	On Site	
9453	CVCOG	San Angelo Comm Center	Monitor	19in LCD Monitor	NEC		561211037A	01-29-2016	In Use	On Site	
9454	CVCOG	San Angelo Comm Center	Monitor	19in LCD Monitor	NEC		561210777A	01-29-2016	In Use	On Site	
9455	CVCOG	San Angelo Comm Center	Monitor	19in LCD Monitor	NEC		561211047A	01-29-2016	In Use	On Site	
9456	CVCOG	San Angelo Comm Center	Monitor	19in LCD Monitor	NEC		561210917A	01-29-2016	In Use	On Site	
9484	CVCOG	San Angelo Comm Center	Monitor	19in LCD Touchscreen Monitor	ELO	E935808	F15C020117	01-29-2016	In Use	On Site	
9485	CVCOG	San Angelo Comm Center	Monitor	19in LCD Touchscreen Monitor	ELO	E935808	F15C020116	01-29-2016	In Use	On Site	
9486	CVCOG	San Angelo Comm Center	Monitor	19in LCD Touchscreen Monitor	ELO	E935808	F15C020112	01-29-2016	In Use	On Site	
9487	CVCOG	San Angelo Comm Center	Monitor	19in LCD Touchscreen Monitor	ELO	E935808	F15C019978	01-29-2016	In Use	On Site	
9488	CVCOG	San Angelo Comm Center	Monitor	19in LCD Touchscreen Monitor	ELO	E935808	F15C020122	01-29-2016	In Use	On Site	
9489	CVCOG	San Angelo Comm Center	Monitor	19in LCD Touchscreen Monitor	ELO	E935808	F15C020111	01-29-2016	In Use	On Site	
9490	CVCOG	San Angelo Comm Center	Monitor	19in LCD Touchscreen Monitor	ELO	E935808	F15C019980	01-29-2016	In Use	On Site	
10754	CVCOG	San Angelo Comm Center	Hard Drive	2TB External Hard Drive	Western Digital	WDEBKD0020BBK-05	WXM1AA56RCUK		In Use	On Site	
3159	CVCOG	San Angelo Comm Center	48v Rectifier Module	48v Rectifier Module	NEWMAR	445-4253-0A	0745M140	10-21-2008	In Use	On Site	
5319	CVCOG	San Angelo Comm Center	48v Rectifier Module	48v Rectifier Module	NEWMAR	445-4254-0	1204M216	02-04-2013	In Use	On Site	
5534	CVCOG	San Angelo Comm Center	48v Rectifier Shelf	48v Rectifier Shelf	NEWMAR	445-4253-0A		10-21-2008	In Use	On Site	
5535	CVCOG	San Angelo Comm Center	48v Rectifier Shelf	48v Rectifier Shelf	NEWMAR	445-4253-0A		10-21-2008	In Use	On Site	
7707	CVCOG	San Angelo Comm Center	Modem	56k Fax Modem	US Robotics		3ABLXC2H0921		In Use	On Site	
4016	CVCOG	San Angelo Comm Center	VoIP Gateway - AIM	AIM Card	Positron		E0810475	04-13-2012	In Use	On Site	

4017	CVCOG	San Angelo Comm Center	VoIP Gateway - AIM	AIM Card	Positron	E0851496	04-13-2012	In Use	On Site
4018	CVCOG	San Angelo Comm Center	VoIP Gateway - AIM	AIM Card	Positron	TR102065	04-13-2012	In Use	On Site
3672	CVCOG	San Angelo Comm Center	VoIP Gateway - PIM Shelf	AIM/CIM Gateway Shelf	Intrado	186867	11-23-2011	In Use	On Site
4019	CVCOG	San Angelo Comm Center	VoIP Gateway - PIM Shelf	AIM/CIM Gateway Shelf	Positron	10739896	04-13-2012	In Use	On Site
4020	CVCOG	San Angelo Comm Center	VoIP Gateway - PIM Shelf	AIM/CIM Gateway Shelf	Positron	E0829161	04-13-2012	In Use	On Site
1984	CVCOG	San Angelo Comm Center	Alarm Panel	Alarm Panel				In Use	On Site
6292	CVCOG	San Angelo Comm Center	ALI - Wireless Antenna	ALI - Wireless Antenna	Wilson Electronics		09-10-2013	In Use	On Site
6287	CVCOG	San Angelo Comm Center	ALI - Wireless Modem	ALI - Wireless Modem	Sierra Wireless	CA10253177410	09-10-2013	In Use	On Site
10946	CVCOG	San Angelo Comm Center	ALI - Router	ALI Router	Cisco	FJC2045L0CS	11-22-2016	In Use	On Site
10947	CVCOG	San Angelo Comm Center	ALI - Router	ALI Router	Cisco	FJC2045L0CT	11-22-2016	In Use	On Site
3172	CVCOG	San Angelo Comm Center	VoIP Gateway - CIM	CIM Card	Positron	10743033	10-21-2008	In Use	On Site
3174	CVCOG	San Angelo Comm Center	VoIP Gateway - CIM	CIM Card	Positron	10743073	10-21-2008	In Use	On Site
3176	CVCOG	San Angelo Comm Center	VoIP Gateway - CIM	CIM Card	Positron	10744010	10-21-2008	In Use	On Site
3881	CVCOG	San Angelo Comm Center	VoIP Gateway - CIM	CIM Card	Intrado	S11221019	04-13-2012	In Use	On Site
10756	CVCOG	San Angelo Comm Center	Equature	Equature Recorder (Rec. A)	DSS Corp	EQ200243		In Use	On Site
10757	CVCOG	San Angelo Comm Center	Equature	Equature Recorder (Rec. B)	DSS Corp	EQ200244		In Use	On Site
10755	CVCOG	San Angelo Comm Center	Router	Fiber Router	Cisco	FTX1720AJ3E		In Use	On Site
1396	CVCOG	San Angelo Comm Center	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.	5855-12-083010 0034	03-31-2011	In Use	On Site
9504	CVCOG	San Angelo Comm Center	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.	061515-0484	01-29-2016	In Use	On Site
9505	CVCOG	San Angelo Comm Center	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.	061515-0490	01-29-2016	In Use	On Site
9506	CVCOG	San Angelo Comm Center	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.	061515-0497	01-29-2016	In Use	On Site
9508	CVCOG	San Angelo Comm Center	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.	061515-0498	01-29-2016	In Use	On Site
9509	CVCOG	San Angelo Comm Center	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.	061515-0491	01-29-2016	In Use	On Site
9510	CVCOG	San Angelo Comm Center	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.	061515-0492	01-29-2016	In Use	On Site
9464	CVCOG	San Angelo Comm Center	KVM	KVM - 4-Port DVI	IO GEAR	A1F1-495BB-0147	03-16-2016	In Use	On Site
10758	CVCOG	San Angelo Comm Center	External RAID	Mobile RAID (Rec. A)	Sans Digital	B13040099		In Use	On Site

		Enclosure		Mobile RAID (Rec. B)		Sans Digital					
10759	CVCOG	San Angelo Comm Center	External RAID Enclosure					B13040248		In Use	On Site
10760	CVCOG	San Angelo Comm Center	NetClock	Netclock				1409		In Use	On Site
10763	CVCOG	San Angelo Comm Center	NetClock - GPS Antenna	Netclock - GPS Antenna				9188-0001-0600		In Use	On Site
10762	CVCOG	San Angelo Comm Center	NetClock - Surge Protector	Netclock - Surge Protector						In Use	On Site
10761	CVCOG	San Angelo Comm Center	NetClock - TimeView Wall Display	Netclock - TimeView Wall Display				1144-0005-0600		In Use	On Site
9493	CVCOG	San Angelo Comm Center	Printer	Network Printer - LaserJet Pro 400			HP	JPBDQ20046		01-29-2016	On Site
9887	CVCOG	San Angelo Comm Center	Ethernet Switch	Network Switch (24 Port)			Cisco	WS-C3750V2-24TS-S V09	FDO1903Y0GP	01-29-2016	On Site
9888	CVCOG	San Angelo Comm Center	Ethernet Switch	Network Switch (24 Port)			Cisco	WS-C3750V2-24TS-S V09	FDO1933Y0E9	01-29-2016	On Site
7708	CVCOG	San Angelo Comm Center	PortServer TS16	Port Server TS16			Digi	W81074861			On Site
3734	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 1)			Intrado	S11280744		04-13-2012	On Site
7709	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 1) (Trainer)			Intrado	E0810114			On Site
5588	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 2)			Intrado	I21010		04-22-2013	On Site
7710	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 2) (Trainer)			Intrado	E0813053			On Site
3730	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 3)			Intrado	S11280824		04-13-2012	On Site
7711	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 3) (Trainer)			Intrado	H43910			On Site
3735	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 4)			Intrado	S11330141		04-13-2012	On Site
7712	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 4) (Trainer)			Intrado	H43913			On Site
3736	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 5)			Intrado	S11220481		04-13-2012	On Site
7713	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 5) (Trainer)			Intrado	I28836			On Site
3731	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 6)			Intrado	S11280830		04-13-2012	On Site
7714	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 6) (Trainer)			Intrado	K66174			On Site
3733	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 7)			Intrado	S11220478		04-13-2012	On Site
7715	CVCOG	San Angelo Comm Center	Satellite Box	Satellite Box (Pos 7) (Trainer)			Intrado	E0813028			On Site
10764	CVCOG	San Angelo Comm Center	SealIO - Serial Input / Output Box	Sea Port PLC-24			Sealevel	8222-2146			On Site
9958	CVCOG	San Angelo Comm Center	Server - Database	Server - 911DBSACC			HP	MX2534001V		03-03-2016	On Site
9879	CVCOG	San Angelo Comm Center	Server - AUX	Server - AUX			HP	C9F04UC#ABA	2UA5252XGZ	03-03-2016	On Site
9956	CVCOG	San Angelo Comm Center	Server - MapFlex	Server - Mapflex 2			HP	722314-B21	MX25340023	01-27-2016	On Site

9959	CVCOG	San Angelo Comm Center	Server - MIS	Server - MIS	HP	722314-B21	MX2534001U	03-03-2016	In Use	On Site
9876	CVCOG	San Angelo Comm Center	Server - POTS	Server - POTS-SRV	HP	685622-B21	MXQ525003V	03-03-2016	In Use	On Site
9877	CVCOG	San Angelo Comm Center	Server - POTS	Server - POTS-SRVB	HP	685622-B21	MXQ525003K	03-03-2016	In Use	On Site
9874	CVCOG	San Angelo Comm Center	Server - VOIP	Server - VOIP-SRV1	HP	685622-B21	MXQ525003X	03-03-2016	In Use	On Site
9875	CVCOG	San Angelo Comm Center	Server - VOIP	Server - VOIP-SRV2	HP	685622-B21	MXQ5250044	03-03-2016	In Use	On Site
3726	CVCOG	San Angelo Comm Center	Sonic Box	Sonic Box (Pos1)	Intrado	220P0000080-401	S11230199	04-13-2012	In Use	On Site
3724	CVCOG	San Angelo Comm Center	Sonic Box	Sonic Box (Pos2)	Intrado	220P0000080-401	S11280044	04-13-2012	In Use	On Site
3729	CVCOG	San Angelo Comm Center	Sonic Box	Sonic Box (Pos3)	Intrado	220P0000080-401	S11280046	04-13-2012	In Use	On Site
3727	CVCOG	San Angelo Comm Center	Sonic Box	Sonic Box (Pos4)	Intrado	220P0000080-401	S11320943	04-13-2012	In Use	On Site
3728	CVCOG	San Angelo Comm Center	Sonic Box	Sonic Box (Pos5)	Intrado	220P0000080-401	S114040470	04-13-2012	In Use	On Site
3723	CVCOG	San Angelo Comm Center	Sonic Box	Sonic Box (Pos6)	Intrado	220P0000080-401	S11280003	04-13-2012	In Use	On Site
3725	CVCOG	San Angelo Comm Center	Sonic Box	Sonic Box (Pos7)	Intrado	220P0000080-401	S11040290	04-13-2012	In Use	On Site
9636	CVCOG	San Angelo Comm Center	UPS - 9170	UPS - 3-9KVA (9170)	Eaton Powerware		BJ333T0006	04-26-2016	In Use	On Site
9641	CVCOG	San Angelo Comm Center	Automatic Transfer Switch	UPS - Automatic Transfer Switch (9170)	Eaton Powerware		B670F34390	04-26-2016	In Use	On Site
9642	CVCOG	San Angelo Comm Center	Automatic Transfer Switch	UPS - Automatic Transfer Switch (9170)	Eaton Powerware		B670F34388	04-26-2016	In Use	On Site
9643	CVCOG	San Angelo Comm Center	Automatic Transfer Switch	UPS - Automatic Transfer Switch (9170)	Eaton Powerware		B670F34391	04-26-2016	In Use	On Site
9556	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BJ341Y1072	04-26-2016	In Use	On Site
9557	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BJ341Y1070	04-26-2016	In Use	On Site
9558	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BJ341Y1074	04-26-2016	In Use	On Site
9559	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BJ341Y1078	04-26-2016	In Use	On Site
9560	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BJ341Y1077	04-26-2016	In Use	On Site
9561	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BJ341Y1073	04-26-2016	In Use	On Site
9562	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BJ341Y1076	04-26-2016	In Use	On Site
9563	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BJ341Y1075	04-26-2016	In Use	On Site
9564	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BJ341Y1080	04-26-2016	In Use	On Site
9565	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BJ341Y1079	04-26-2016	In Use	On Site
9566	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BJ341Y1061	04-26-2016	In Use	On Site
9567	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BJ341Y1063	04-26-2016	In Use	On Site

9568	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BU341Y1071	04-26-2016	In Use	On Site
9569	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BU341Y1069	04-26-2016	In Use	On Site
9570	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BU341Y1068	04-26-2016	In Use	On Site
9571	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BU341Y1064	04-26-2016	In Use	On Site
9572	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BU341Y1067	04-26-2016	In Use	On Site
9573	CVCOG	San Angelo Comm Center	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BU341Y1062	04-26-2016	In Use	On Site
9638	CVCOG	San Angelo Comm Center	Split Phase Power Module	UPS - Split Phase Power Module (9170)	Eaton Powerware	P04N6042	KJ301Q00064	04-26-2016	In Use	On Site
9639	CVCOG	San Angelo Comm Center	Split Phase Power Module	UPS - Split Phase Power Module (9170)	Eaton Powerware	P04N6042	KJ301Q00062	04-26-2016	In Use	On Site
9640	CVCOG	San Angelo Comm Center	Split Phase Power Module	UPS - Split Phase Power Module (9170)	Eaton Powerware	P04N6042	KJ301Q00061	04-26-2016	In Use	On Site
9637	CVCOG	San Angelo Comm Center	Automatic Transfer Switch	UPS - Transfer Switch (9170)	Eaton Powerware			04-26-2016	In Use	On Site
9880	CVCOG	San Angelo Comm Center	Workstation - PC	Workstation PC - POS1	HP	C9F04UC#ABA	2UA5252XHH	03-03-2016	In Use	On Site
9881	CVCOG	San Angelo Comm Center	Workstation - PC	Workstation PC - POS2	HP	C9F04UC#ABA	2UA5252XH4	03-03-2016	In Use	On Site
9882	CVCOG	San Angelo Comm Center	Workstation - PC	Workstation PC - POS3	HP	C9F04UC#ABA	2UA5252XGX	03-03-2016	In Use	On Site
9883	CVCOG	San Angelo Comm Center	Workstation - PC	Workstation PC - POS4	HP	C9F04UC#ABA	2UA5252XHD	03-03-2016	In Use	On Site
9884	CVCOG	San Angelo Comm Center	Workstation - PC	Workstation PC - POS5	HP	C9F04UC#ABA	2UA5252XHJ	03-03-2016	In Use	On Site
9885	CVCOG	San Angelo Comm Center	Workstation - PC	Workstation PC - POS6	HP	C9F04UC#ABA	2UA5252XHF	03-03-2016	In Use	On Site
9886	CVCOG	San Angelo Comm Center	Workstation - PC	Workstation PC - POS7	HP	C9F04UC#ABA	2UA5252XGG	03-03-2016	In Use	On Site

CVCOG - San Angelo EOC - In Use (46 Inventory Items)

9460	CVCOG	San Angelo EOC	Monitor	19in LCD Monitor	NEC		56120741TA	01-27-2016	In Use	On Site
9461	CVCOG	San Angelo EOC	Monitor	19in LCD Monitor	NEC		56121078TA	01-27-2016	In Use	On Site
9462	CVCOG	San Angelo EOC	Monitor	19in LCD Monitor	NEC		56120733TA	01-27-2016	In Use	On Site
9491	CVCOG	San Angelo EOC	Monitor	19in LCD Touchscreen Monitor	ELO	E935808	F15C020125	01-27-2016	In Use	On Site
9492	CVCOG	San Angelo EOC	Monitor	19in LCD Touchscreen Monitor	ELO	E935808	F15C020121	01-27-2016	In Use	On Site
10822	CVCOG	San Angelo EOC	Hard Drive	2TB External Hard Drive	Western Digital	WDBBKD0020BBK-05	WXH1E658TR4H		In Use	On Site
3197	CVCOG	San Angelo EOC	48v Rectifier Module	48v Rectifier Module	NEWMAR	445-4254-0	0752M063	09-16-2008	In Use	On Site

3606	CVCOG	San Angelo EOC	48v Rectifier Module	48v Rectifier Shelf	NEWMAR	445-4254-0	0752M065	11-10-2016	In Use	On Site
3213	CVCOG	San Angelo EOC	48v Rectifier Shelf	48v Rectifier Shelf	NEWMAR	445-4253-0A		09-16-2008	In Use	On Site
3852	CVCOG	San Angelo EOC	48v Rectifier Shelf	48v Rectifier Shelf	NEWMAR	912813	1123069	05-13-2012	In Use	On Site
7538	CVCOG	San Angelo EOC	Modem	56k Fax Modem	US Robotics	USR325686E	3ABLXC1H4135		In Use	On Site
3210	CVCOG	San Angelo EOC	VoIP Gateway - AIM	AIM Card	Positron		10803049	09-16-2008	In Use	On Site
7534	CVCOG	San Angelo EOC	VoIP Gateway - AIM	AIM Card	Positron		V09470126		In Use	On Site
3854	CVCOG	San Angelo EOC	VoIP Gateway - PIM Shelf	AIM/CIM Gateway Shelf	Intrado	912800	S11320004	04-13-2012	In Use	On Site
4106	CVCOG	San Angelo EOC	VoIP Gateway - PIM Shelf	AIM/CIM Gateway Shelf	Intrado	912800	10734028	04-13-2012	In Use	On Site
5901	CVCOG	San Angelo EOC	VoIP Gateway - CIM	CIM Card	Positron		S11280580	08-08-2013	In Use	On Site
10427	CVCOG	San Angelo EOC	Equalure	Equalure Recorder	DSS Corp	DSS 4U	EQ200245	05-03-2016	In Use	On Site
9502	CVCOG	San Angelo EOC	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.		031715-0156	01-27-2016	In Use	On Site
9503	CVCOG	San Angelo EOC	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.		031715-0157	01-27-2016	In Use	On Site
9465	CVCOG	San Angelo EOC	KVM	KVM - 4-Port DVI	IO GEAR		A1F1-495BB-0146	01-27-2016	In Use	On Site
10823	CVCOG	San Angelo EOC	External RAID Enclosure	Mobile RAID	StarTech	SAT3520U3R	RB7632811081402250470		In Use	On Site
9498	CVCOG	San Angelo EOC	Printer	Network Printer - LaserJet Pro 400	HP		JPBDQ20055	01-27-2016	In Use	On Site
9899	CVCOG	San Angelo EOC	Ethernet Switch	Network Switch (24 Port)	Cisco	WS-C2960S-24TS-L V05	FOC1925W4FC	01-27-2016	In Use	On Site
9890	CVCOG	San Angelo EOC	Ethernet Switch	Network Switch (24 Port)	Cisco	WS-C2960S-24TS-L V05	FOC1925W4F1	01-27-2016	In Use	On Site
3858	CVCOG	San Angelo EOC	Satellite Box	Satellite Box (Pos1)	Intrado	220P000081-401	S11040147	04-13-2012	In Use	On Site
3859	CVCOG	San Angelo EOC	Satellite Box	Satellite Box (Pos2)	Intrado	220P000081-401	S11330115	04-13-2012	In Use	On Site
5296	CVCOG	San Angelo EOC	Satellite Box	Satellite Box (Pos3)	Intrado	220P000081-401	S11330142	02-27-2013	In Use	On Site
9891	CVCOG	San Angelo EOC	Server - AUX	Server - AUX	HP	C9F04UC#ABA	2UA5252XHW	03-06-2016	In Use	On Site
9894	CVCOG	San Angelo EOC	IP Phone	SNOM Phone	Snom	2795	CHNSZ15041502077	03-06-2016	In Use	On Site
9895	CVCOG	San Angelo EOC	IP Phone	SNOM Phone	Snom	2795	CHNSZ15041502079	03-06-2016	In Use	On Site
3204	CVCOG	San Angelo EOC	IP Phone	SNOM Phone (Pos3)	Snom	1031	CHNWU13020800450	09-16-2008	In Use	On Site
3203	CVCOG	San Angelo EOC	IP Phone	SNOM Phone (Pos4)	Snom	1031	CHNWU13020800446	09-16-2008	In Use	On Site
3856	CVCOG	San Angelo EOC	Sonic Box	Sonic Box (Pos1)	Intrado	220P000080-401	S11040625	04-13-2012	In Use	On Site
3857	CVCOG	San Angelo EOC	Sonic Box	Sonic Box (Pos2)	Intrado	220P000080-401	S11320929	04-13-2012	In Use	On Site
5295	CVCOG	San Angelo EOC	Sonic Box	Sonic Box (Pos3)	Intrado	220P000080-401	S11230236	02-27-2013	In Use	On Site
7535	CVCOG	San Angelo EOC	Router	T1 Router	Cisco	CISCO1841	FTX1216Y00J		In Use	On Site
9649	CVCOG	San Angelo EOC	UPS - 9170	UPS - 3-9KVA (9170)	Eaton Powerware		BJ306T0001		In Use	On Site

10825	CVCOG	San Angelo EOC	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BH144Y1273	04-26-2016	In Use	On Site
10826	CVCOG	San Angelo EOC	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BH144Y1284	04-26-2016	In Use	On Site
10827	CVCOG	San Angelo EOC	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BH144Y1285	04-26-2016	In Use	On Site
10828	CVCOG	San Angelo EOC	Internal Battery Pack	UPS - Battery Pack (9170)	Eaton Powerware	P04N6163	BH144Y1271	04-26-2016	In Use	On Site
10824	CVCOG	San Angelo EOC	Split Phase Power Module	UPS - Split Phase Power Module (9170)	Eaton Powerware	P04N6042	KB241Q0104	04-26-2016	In Use	On Site
9650	CVCOG	San Angelo EOC	Automatic Transfer Switch	UPS - Transfer Switch (9170)	Eaton Powerware				In Use	On Site
9964	CVCOG	San Angelo EOC	Workstation - Laptop	Workstation Laptop - POS4	HP	F4M00AWH#ABA	5CG5303WPPW	03-06-2016	In Use	On Site
9892	CVCOG	San Angelo EOC	Workstation - PC	Workstation PC - POS1	HP	C9F04UC#ABA	2UA5252XGY	03-06-2016	In Use	On Site
9893	CVCOG	San Angelo EOC	Workstation - PC	Workstation PC - POS2	HP	C9F04UC#ABA	2UA5252XHM	03-06-2016	In Use	On Site

SUMMARY

COG Name	PSAP Name	Status	Number of Inventory items
CVCOG	San Angelo Comm Center	In Use	120
CVCOG	San Angelo EOC	In Use	46
Totals (2 groups)			166

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, Legal,

Meeting Date: August 15, 2017

Item type: Regular Item

Caption:

Second reading and adoption of an ordinance deleting Chapter 10, Article 10.03, Division 6 "Use of Wireless Communication Devices" from the City of San Angelo Code of Ordinances (T.James)

Summary/History:

On January 5, 2016 the City Council passed an ordinance prohibiting texting and driving in the City of San Angelo. At that time Council instructed that the ordinance should remain in effect until such time as the State Legislature passes a texting and driving ban. Through HB 62 which will become effective on September 1, 2017, the Texas Legislature has banned texting and driving in the State of Texas. Therefore, the City of San Angelo's ordinance, while slightly more restrictive than HB 62, is no longer necessary to ban texting and driving after September 1, 2017.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

1. Ordinance 17-xxx Ordinance deleting texting ordinance - First Reading.docx

Presentation:

Theresa James

Approvals/Reviews:

Bryan Kendrick
Theresa James
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Approved
Final Approval

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CONTROL", ARTICLE 10.03 "OPERATION OF MOTOR VEHICLES" BY DELETING DIVISION 6 "USE OF WIRELESS COMMUNICATION DEVICES" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO TEXAS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on January 5, 2016 the City of San Angelo City Council adopted Division 6 of Chapter 10, Article 10.03 of the Code of Ordinances to prohibit texting while driving; and

WHEREAS, at that time the Council instructed that the ordinance remain in effect until such time that the Texas Legislature took action banning texting while driving statewide; and

WHEREAS, the Texas Legislature has taken action banning texting and driving in the State of Texas through HB 62 and such action has been signed by the Governor; and

WHEREAS, under HB 62 texting and driving will be prohibited in the State of Texas beginning September 1, 2017.

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

1) THAT, Chapter 10, Article 10.03 of the Code of Ordinances, City of San Angelo, Texas, is hereby amended by deleting Division 6 "Use of Wireless Communication Devices" in its entirety.

2) THAT all remaining provisions not amended by this ordinance remain in full force and effect.

3) THAT, the following severability clause is hereby adopted with this amendment:

SEVERABILITY:

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

4) THAT, this Ordinance shall be effective on September 1, 2017.

INTRODUCED on the 1st day of August, 2017, and finally PASSED, APPROVED and ADOPTED on this the 15th day of August, 2017.

CITY OF SAN ANGELO

ATTEST:

Brenda Gunter, Mayor

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: August 15, 2017

Item type: Regular Item

Caption:

Update and Presentation on the Ports to Plains Alliance - (Presentation by Ports-to-Plains Alliance President Michael Reeves)

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

- | | | |
|----|--------------|-----------------------|
| 1. | Presentation | PTP Presentation.pptx |
|----|--------------|-----------------------|

Presentation:

Approvals/Reviews:

Bryan Kendrick	Created/Initiated
Becky Dunn	Approved
Bryan Kendrick	Final Approval



City Council

August 15, 2017

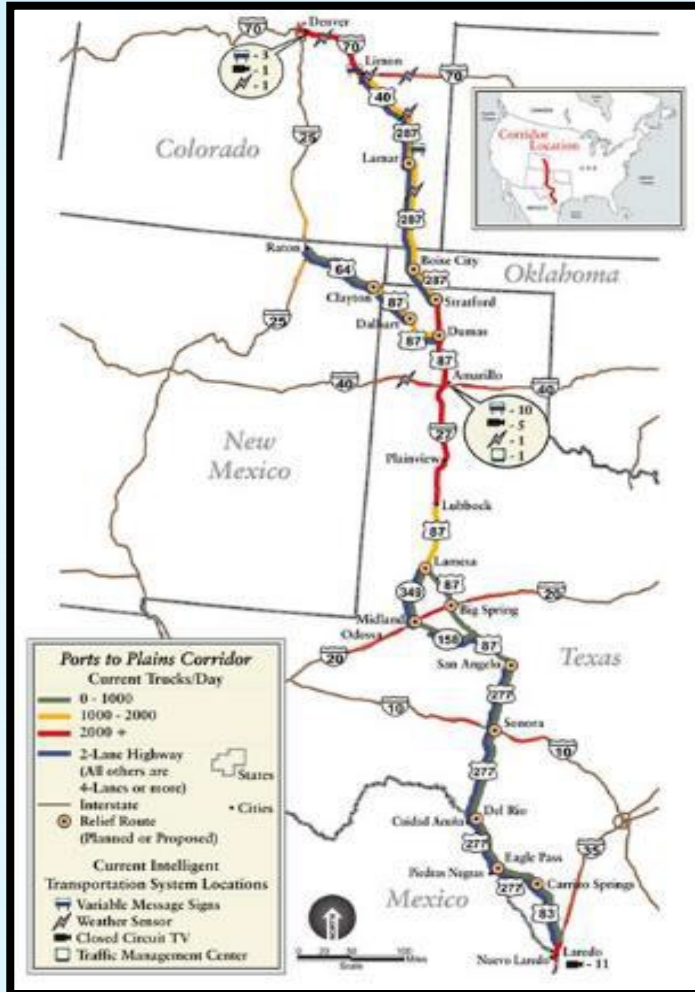


PORTS-TO-PLAINS CORRIDOR UPDATE

Michael Reeves, President



Ports to Plains Corridor



- 1,390 miles corridor length
- Upgrade existing highways to 4-lane
- 15 Relief routes planned, totaling 113 miles
- About 50% of upgrades completed



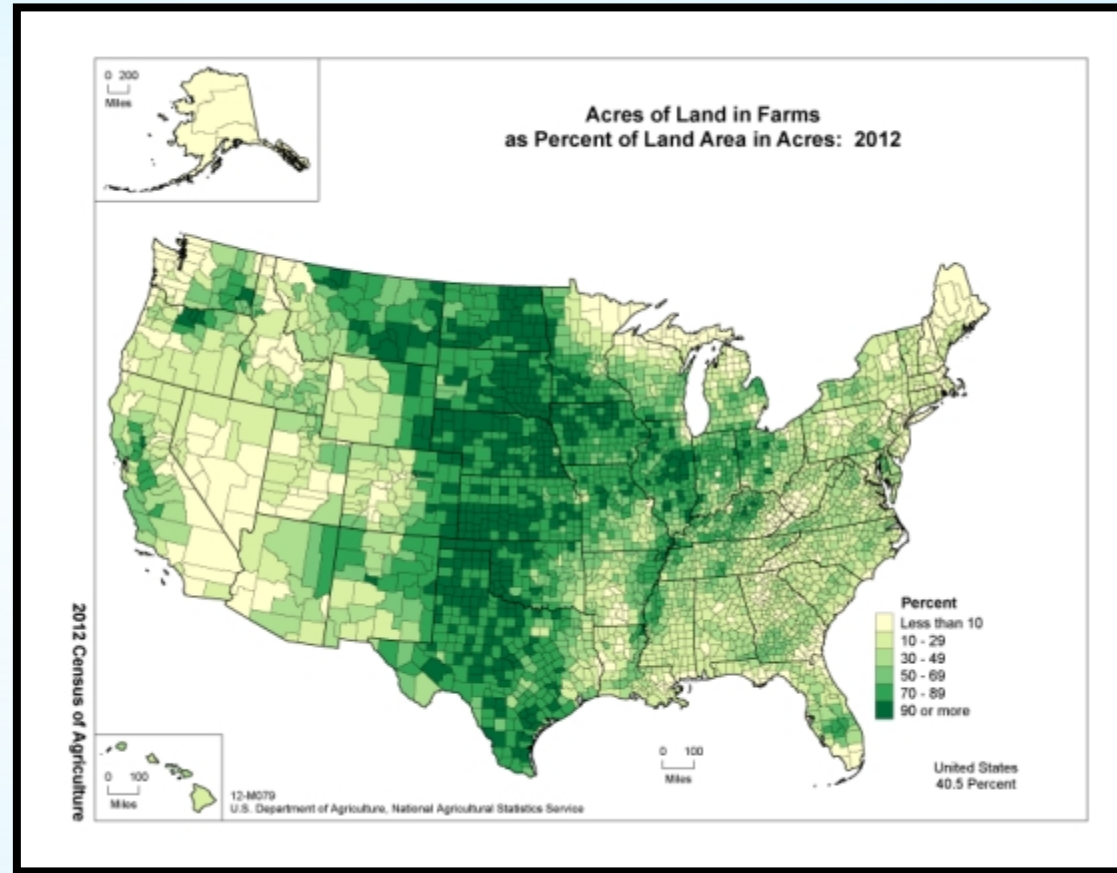
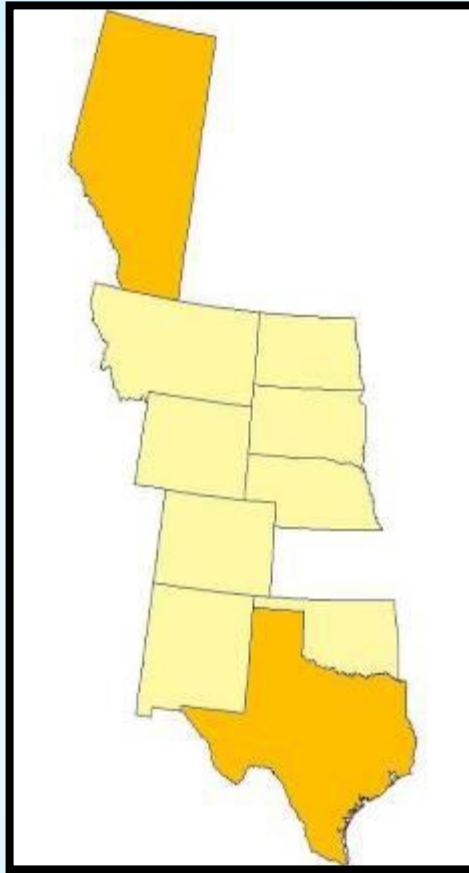




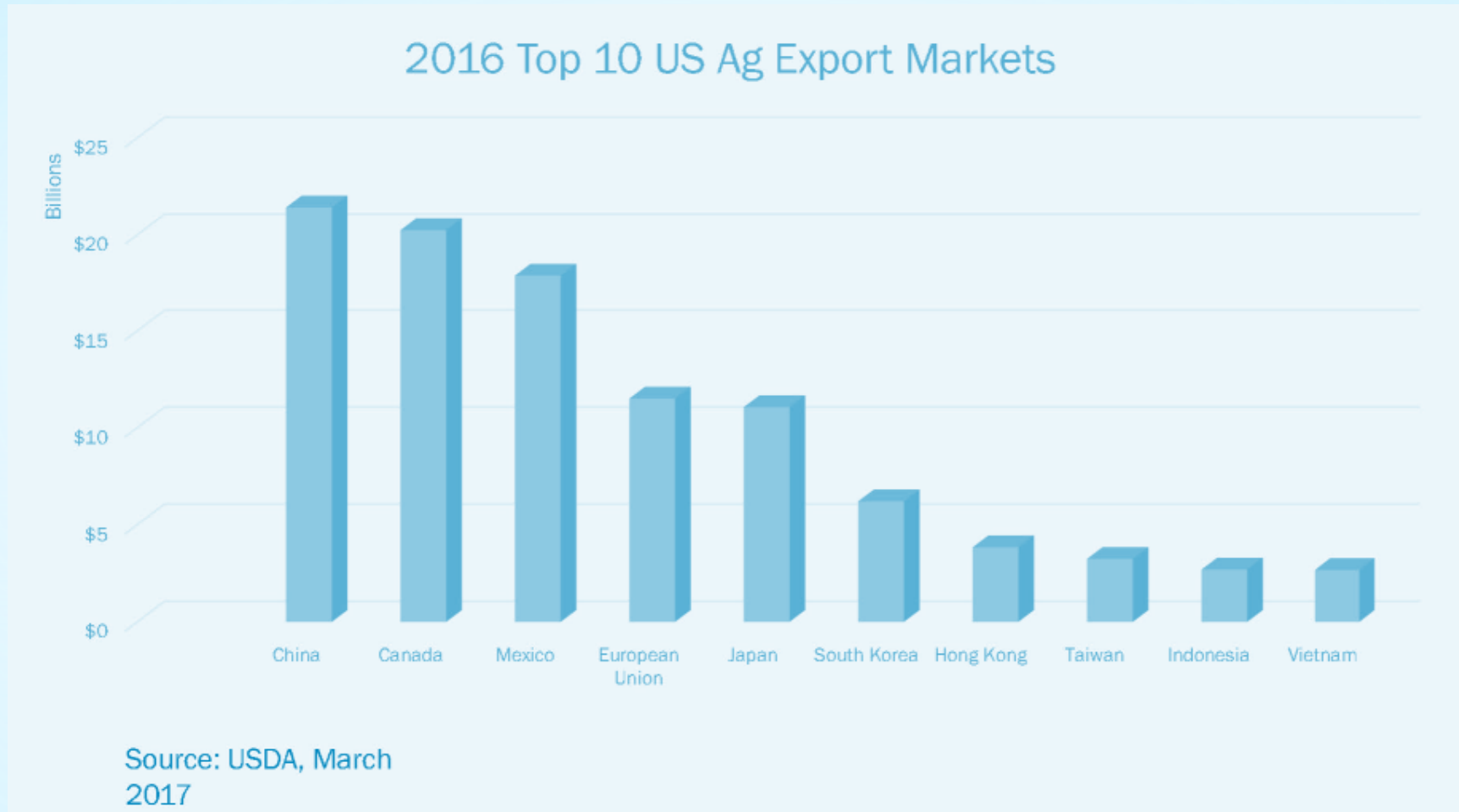
- Over 275 member coalition of cities, counties, economic development agencies, chambers of commerce, businesses, colleges and universities that pay fair share
- Volunteer board from throughout the corridor



Agriculture Corridor



Who Buys US Ag Products



NAFTA is Critical for Agriculture

Canada

United States Department of Agriculture
Foreign Agricultural Service

\$20.5 billion

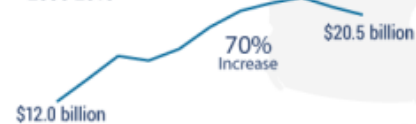
U.S. Agricultural Exports, 2016

Top 5 U.S. Exports

- 1 Prepared Food (\$3.5 billion)
- 2 Fresh & Processed Vegetables (\$2.4 billion)
- 3 Fresh & Processed Fruit (\$2.4 billion)
- 4 Pork (\$793 million)
- 5 Beef (\$758 million)

Export Growth

2006-2016



#2

Among U.S.
Agricultural Export
Markets, 2016

Source: FAS Global Agricultural Trade System (GATS) BICO HS- 6

Mexico

United States Department of Agriculture
Foreign Agricultural Service

\$17.9 billion

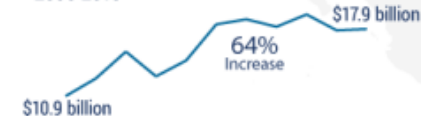
U.S. Agricultural Exports, 2016

Top 5 U.S. Exports

- 1 Corn (\$2.6 billion)
- 2 Soybeans (\$1.5 billion)
- 3 Pork (\$1.3 billion)
- 4 Dairy Products (\$1.2 billion)
- 5 Prepared Foods (\$1.0 billion)

Export Growth

2006-2016



#3

Among U.S.
Agricultural Export
Markets, 2016

Source: FAS Global Agricultural Trade System (GATS) BICO HS- 6



PTP is North America's Energy Corridor



- 5 of top 6 gas producing states
- 6 of top 10 oil producing states
- 9 of top 12 states for wind power potential



Infrastructure Demands



- 8-10 permitted and escorted loads per tower
- 5 regular loads per tower
- 13 to 15 total truck loads per wind tower
- 4000 MW farm with 2667 towers would require up to 40,005 trucks and 53,340 pilot cars



Oil and Gas Trip Generation (Average Trips Per Well)

Phase	Crude Oil	Natural Gas	Coal Bed Methane
Development ^{1,2}	1,710	1,721	684
Production (annual)	974	111	782
Reclamation ²	250	73	146

1 Development Phase includes all activities prior to production (site preparation, drilling and completion)

2 Development and reclamation trips represent a single occurrence

www.coloradodot.info/programs/statewide-planning/08205FINALEnergyDevelopmentandtheTransportationSystem031910.pdf



Texas freight mobility plan

- “By 2040 over 73 percent of Texas’ population and 82 percent of the state’s employment is projected to be located within five miles of an interstate.”
- “The state must focus not only on improving existing facilities, but also on developing future freight corridors to move products to markets and exports.”
- “Give additional consideration to the extension or designation of other interstate routes. Examples include I-27 and upgrades to portions of US 190 to interstate standards.”
- “... Ports-to-Plains roadways (US 277 and US 287) are vital non-interstate Primary Freight Network Corridors.”
- “Examples of vital Secondary Freight Network / Emerging Freight Corridors include:...US 87 a Ports-to-Plains roadway...”
- Update expected in September



Interstate 27



- Paving of state highway began in 1929 completed in 1940's
- 4-laning completed in 1960's
- Designated at interstate in 1968 federal highway bill
- Construction ran from 1975 –1992
- Total cost \$453 million



Interstate 27 Expansion

- Projected cost estimate around \$7 billion to expand to full controlled-access interstate in Texas
- Extension to Laredo projected at \$5 billion
- Cost estimate for 4-lane divided with relief routes for Texas is \$2 billion
- Nearly 1,000 miles in Texas, 500 miles from Lubbock to Laredo



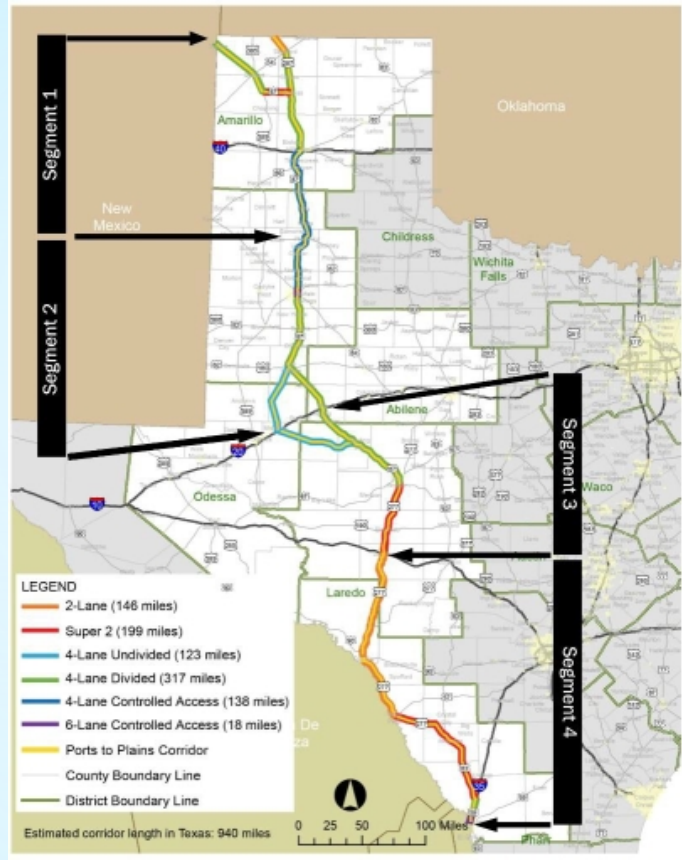
Compare to I 35 costs



- I 35 E Project –Dallas -\$4.8 billion to rebuild 28 mile section of I 35 E from I 635 to US 380
- I 35 -\$1.56 billion for 94-mile corridor expansion through Bell, McLennan, and Hill counties
- North Tarrant Express I 35 W - \$1.73 Billion for 18 miles in Fort Worth



US-Mexico Trade Supports Extension of Interstate 27



- US–Mexico trade increased by 99% between 2005 and 2015
- 2015 US–Mexico goods and services trade totaled \$583.6 billion
- Trucks move 82% of US-Mexico trade
- No major north-south interstate in Texas west of I-35
- I-35 in Austin is the number 1 ranked corridor for truck congestion in the state



Don't Forget About Canada



- Canada is the #1 market for most U.S. states.
- In 2016, Canada purchased nearly \$322 billion in goods and services from the United States.
- Canada buys more from the United States than does any other nation –including China, Japan, Mexico, and the United Kingdom.
- #1 Foreign oil supplier to the US.
- “Agriculture, in particular, saw a boost. Canada is the leading importer of U.S. agricultural products, and one of NAFTA’s biggest economic effects for Canada has been to increase bilateral U.S.-Canada agricultural flows. Canadian agricultural trade with the United States more than tripled since 1994, as did Canada’s total agriculture exports to NAFTA partners.”

– NAFTA’s Economic Impact –Council on Foreign Relation, January 24, 2017



Timing is right for I-27 extension



- TxDOT has more funding available because of Prop 1 (\$594 million –\$1.75 Billion) and Prop 7 (\$2.5 –\$3 Billion)
- Trump administration proposing trillion dollar infrastructure package
- TxDOT and latest federal highway bill place new emphasis on freight movement
- Overlap with Interstate 14



I-14 - Gulf Coast Strategic Highway System

-  Congressionally Designated I-14 Central Texas Corridor
-  Potential Additional I-14 System Route
-  4-Lane Divided Feeders
-  I-37 / SH 130 / I-35 Feeder/Connectors

Background colors on state map indicate Texas Department of Transportation districts

Gulf Coast Strategic Highway Coalition, Inc.



Ports-to-Plains 20th Annual Conference



- September 12 –14 in Lubbock
- 150 –200 attendees from throughout the corridor
- Many are local elected officials, economic developers and business leaders
- Focus on trade and infrastructure





- Let your elected officials know that you support the extension on I-27
 - Local, state and federal
- Annual Conference Sept. 12 –14 in Lubbock
- Join Ports-to-Plains Coalition
- Sign up for updates from Ports-to-Plains



Ports-to-Plains Alliance

Michael Reeves

5401 N. MLK #395

Lubbock, TX 79403

(806) 775-2338

www.portstoplains.com

michael.reeves@portstoplains.com



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Bryan Kendrick, City Clerk, City Clerk,

Meeting Date: August 15, 2017

Item type: Regular Item

Caption:

Presentation of the biannual report from Downtown San Angelo, Inc. - (Presentation by DSA Executive Director Del Velasquez)

Summary/History:

Financial Impact:

Other Information/Recommendation:

Attachments:

1. Presentation DSA COSA BiAnnual OCT 2016-MAR 2017.pptx

Presentation:

Approvals/Reviews:

Bryan Kendrick
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Final Approval



City Council

Date: August 15, 2017





Biannual

OCTOBER 2016 – MARCH 2017



Reinvestment - Private Sector

	Cumulative 2007 through 6-30-2017
PRIVATE SECTOR REHABILITATION PROJECTS	
number of rehab projects	204
total expenditures	\$34,108,986
PRIVATE SECTOR NEW CONSTRUCTION	
number of new buildings	59
total expenditures, new construction	\$89,261,621
PRIVATE SECTOR BUILDING and/or PROPERTY SOLD	
number of buildings/propertybought/sold	108
total expenditures bought/sold	\$18,098,456
TOTAL PRIVATE SECTOR REINVESTMENT	\$141,469,063



Reinvestment - Public Sector

PUBLIC/PRIVATE JOINT VENTURES	
total number of projects	4
total expenditures	\$1,331,000
PUBLIC PROJECTS	
total number of projects	45
total expenditures	\$19,394,135
COUNTY total expenditures	\$19,050,000
other expenditures	\$7,317,000
STATE total expenditures	\$552,500
REINVESTMENT GRAND TOTAL	\$189,113,698



PROMOTIONS



The poster features a map of downtown San Angelo at the top with red location pins. Below the map is a 'SCHEDULE OF EVENTS' section with a list of activities and times. To the right of the schedule is a logo for 'BREWS EWES & BBQ' and a website URL. At the bottom right is a large illustration of a beer glass with 'OCT 8' on it.

SCHEDULE OF EVENTS

8:00 - 11:00 am
Lions Club Pancake Breakfast, corner of S. Chadbourne and Concho Avenue
Annual Downtown Lions Club fundraiser featuring pancake and sausage breakfast with coffee and orange juice included. Tickets: \$5
<http://sanangelodowntownlions.org>

9:00am - 2:00pm
Family Day sponsored by San Angelo Standard - Times at the RiverStage
Outdoor Family Fun Day at the Concho River featuring fishing, kayak rides, and much more.
<http://gsanangelo.com>

11:00am - 12:00 pm
Annual ASU Homecoming Parade, downtown San Angelo complete with band, drill teams, sorority/fraternity floats.

12:00 - 5:30 pm
Brews, Ewes & BBQ cook-off and home brew competition located at the downtown stock yards and Concho's Downtown south parking lot.
<http://downtownsanangelo.com>

4:00 pm - LATE NITE
Rockin' the Ranch between S. Chadbourne and S. Irving on W. Twining.
A music festival benefitting the West Texas Boys Ranch.

Downtown San Angelo, Inc. Presents
BREWS EWES & BBQ
For more information please visit www.downtownsanangelo.com

OCTOBER, 2016

Partnered with:

Lions Club

Angelo State University

San Angelo Standard Times

West Texas Boys Ranch

Fun-filled ALL day events.



PROMOTIONS

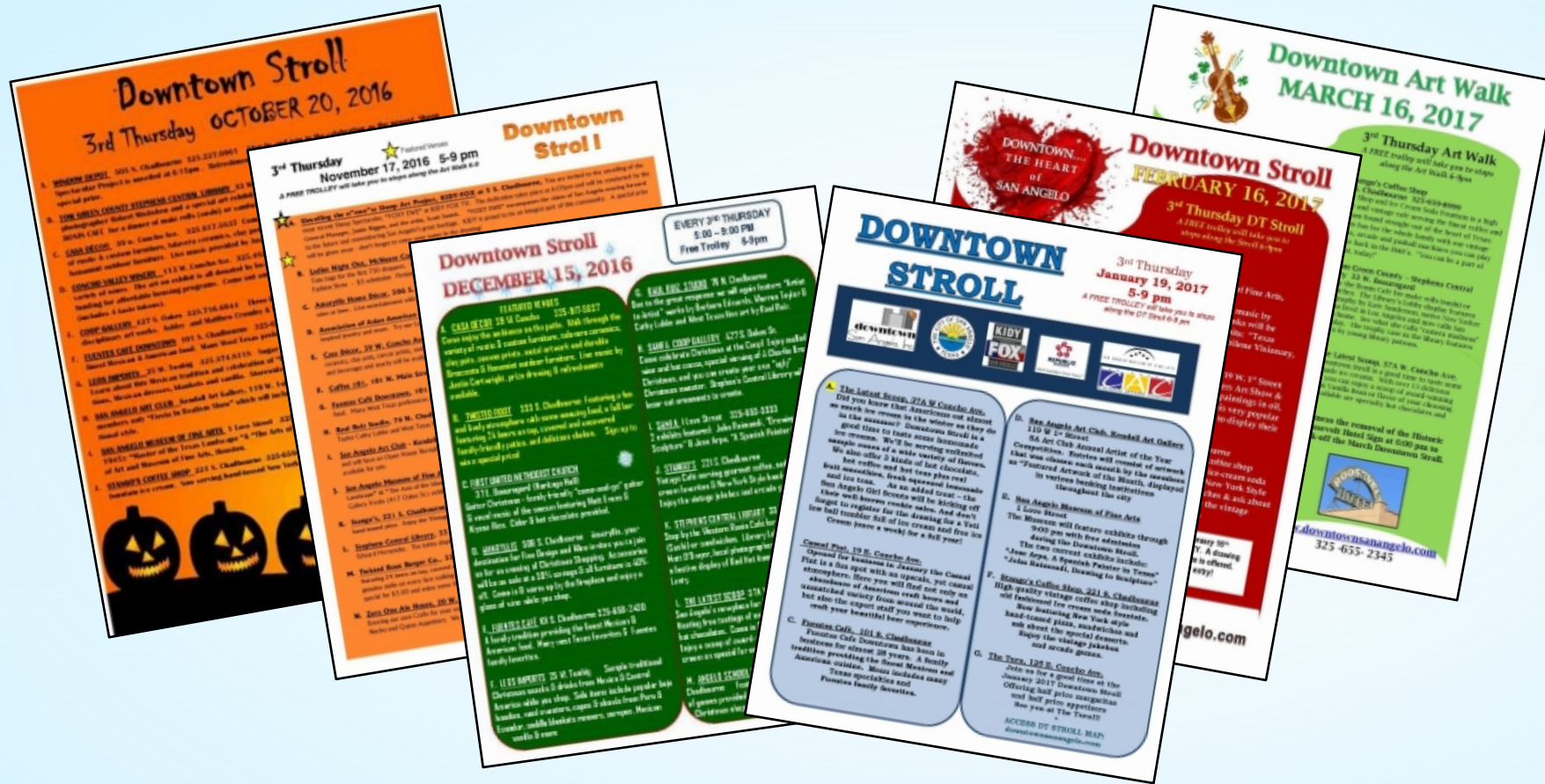


BREWS EWES & BBQ COOK-OFF October 7-8, 2016

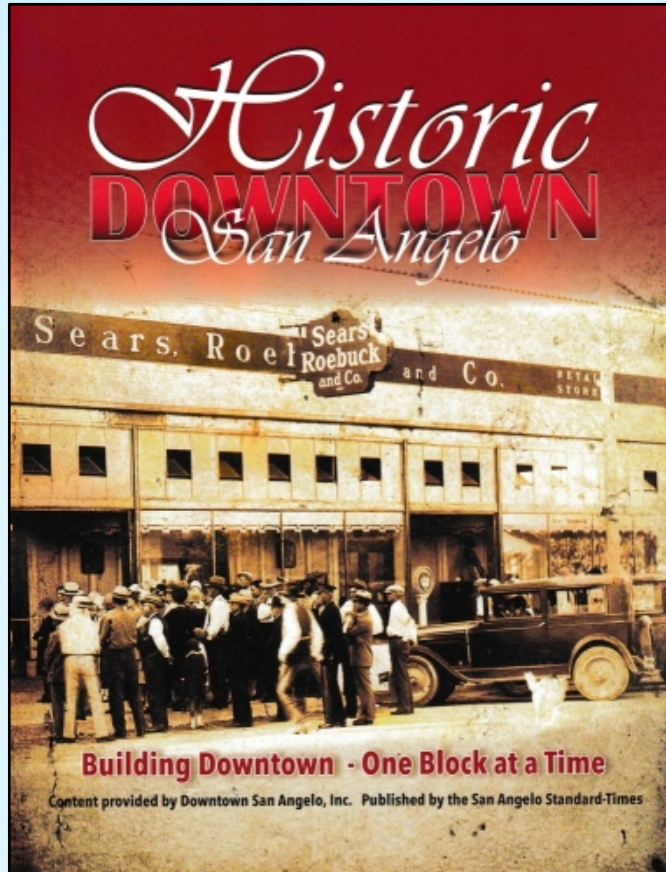


MARKETING & PROMOTIONS

Hosted monthly Downtown Stroll:



MARKETING AND PROMOTIONS



New Historic Downtown San Angelo Magazine
Published and distributed March, 2017



Revitalization/Downtown Development

The Mercantile
135 W. Twohig



Revitalization/Downtown Development

1st Financial Bank
200 W. Concho Ave.



Revitalization/Downtown Development

Shannon Clinic
102 N. Magdalen



Revitalization/Downtown Development



Out for refurbishment - removal of the
Roosevelt Hotel Sign

To return as the “Roosevelt Lofts”



New Business 2016 - Present

All About You, *Barber Shop/Beauty Salon*

Angry Cactus, *Bar & Grill*

A Rock, *Salon and Women's Spa*

BackBeat Music, *Musical Instruments & more*

Burlap & Paisley, *Boutique & Salon*

Cake Creations by Edwina, *Bakery/Special Event Venue*

Chadbourn Tavern, *Bar & Lounge*

Chandler's Bar & Grill, *Restaurant & Bar*

Coffee 101, *Coffee/Sandwich Shop*

Flamingo Flatts, *Specialty Lodging*

Garivay Insurance, *Insurance Agency*

Jesse Rose Mercantile, *Women's Boutique*

Leos Imports, *Mexican and South American Imports*

ManMade Fitness, *Health & Fitness*

Peepsi's, *Restaurant – BBQ*

Raw 1899, *Art Lounge*

SoCo Taphouse, *Micro Brewery*

Stemmed Design, *Florist*

Twisted Root Burger Co., *Restaurant*

The Casual Pint, *Craft Beer/Special Event Venue*

The Latest Scoop, *Specialty Ice Cream*

Warehouse 150, *Bar*

Whiskey River Saloon, *Bar & Restaurant*



A F"ewe" New "Ewes"



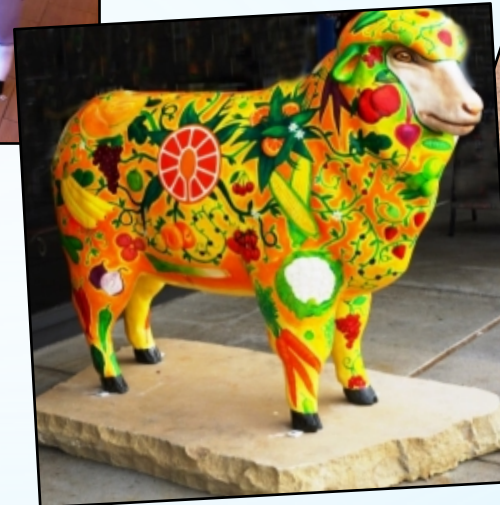
Winder McPane
Window Depot



Paige Turner
TGC Library



Counting Sheep
Springhill Suites



Ram Chop
Market Street



Minnie Pearl
Rio Concho Communities



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 15, 2017

Item type: Regular Item

Caption:

Presentation on the Household Hazardous Waste Event hosted by SAFE Recycling on June 3, 2017 - (Presentation by Director of SAFE Recycling Lloyd Paschal)

Summary/History:

SAFE Recycling hosted its second Household Hazardous Waste Collection Event on June 3, 2017. The Event provided a way for citizens to dispose of waste classified as highly hazardous to the environment and which have no other safe or convenient means of disposal.

On October 4, 2016, City Council authorized funding from the Solid Waste Fund to support the Event. The Event lasted the scheduled three hours at a total cost of \$48,597.40. Several hundred pounds, items, and gallons of waste were gathered and disposed of that may have been improperly disposed of otherwise.

Financial Impact:

On October 4, 2016, Council authorized \$50,000 from the Solid Waste Fund in support of the event. The total cost of the event was \$48,597.40. A check for the difference of \$1,402.60 was provided to the City by SAFE and credited back to the Solid Waste Fund.

Other Information/Recommendation:

Update only. No action required.

Attachments:

- | | |
|--|--------------------------|
| 1. Household Hazardous Waste Event Flyer | 2017 HHW Event Flyer.JPG |
|--|--------------------------|

Presentation:

Approvals/Reviews:

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



HAZARDOUS WASTE COLLECTION DAY SATURDAY JUNE 3RD

9AM TO 12PM

S.A.F.E. Recycling Center
702 Warehouse Rd
(325) 659-0722



of accepted and unaccepted items
e visit sanangelorecycling.org



Stericycle
Environmental Solutions



The Household Hazardous Waste Collection
Saturday June 3, 2017 from 9:00AM- 12:00PM
Center 702 Warehouse Road. Volunteers must
be 18 yrs and older.

Items that will be accepted:

- Acids & drain cleaners
- Antifreeze, brake fluids, transmission
- Paints & thinners
- Lawn & garden chemicals, i.e. fertilizers
- Solvents & degreasers
- Poisons
- Pool chemicals
- Aerosol cans, including inhalers
- Household cleaning products
- Propane tanks, i.e. small, for BBQ's, etc.
- Mercury i.e. old thermometers
- Sharps (Syringes, needles)
- Containers that are not clearly labeled
contents

Items that we cannot accept:

- Containers larger than five gallons
- Biologically active substances
- Radioactive materials, smoke detectors
- Products containing dioxins or 2-4-5T
- Waste generated by business or industry
- Explosives or ammunition
- Reactive materials

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 15, 2017

Item type: Regular Item

Caption:

Presentation of the actuarial report by Towers Watson on the status of the workers' compensation, liability, and property insurance programs - (Presentation by Risk Manager Charles Hagen and Towers Watson Senior Consultant Jason Martin)

Summary/History:

City Charter requires that an actuarial report on the workers' compensation, liability and property insurance programs be presented to City Council each year. Towers Watson is the consultant who is contracted by the City to perform this task. This report is for FY 2018.

Financial Impact:

Presentation is for informational purposes. Actuarial results will be used to create the Risk Management budget for FY17/18.

Other Information/Recommendation:

Presentation is for informational purposes. Actuarial results will be used to create the Risk Management budget for FY17/18.

Attachments:

1. Presentation City of San Angelo_9 30 2016 Presentation - City Format Final.pptx

Presentation:

Approvals/Reviews:

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



City Council

August 15, 2017



Summary of Actuarial Report As of September 30, 2016

**A Presentation to the City of San Angelo
By: Jason A. Martin, FCAS, MAAA**

August 15, 2017

Limitations

- These results are intended for the internal use of the City of San Angelo (the City). No further distribution of this summary is authorized.
- Judgments about the findings in this presentation should be made only after reviewing our report titled “Actuarial Analysis of Self-Insured Programs as of September 30, 2016” in its entirety.
- Due to inherent uncertainty in the projection of future events, actual losses could vary, perhaps materially, from estimates contained herein.

Table of Contents

- Current self-insurance program
- Actuarial report objectives
- Actuarial report findings

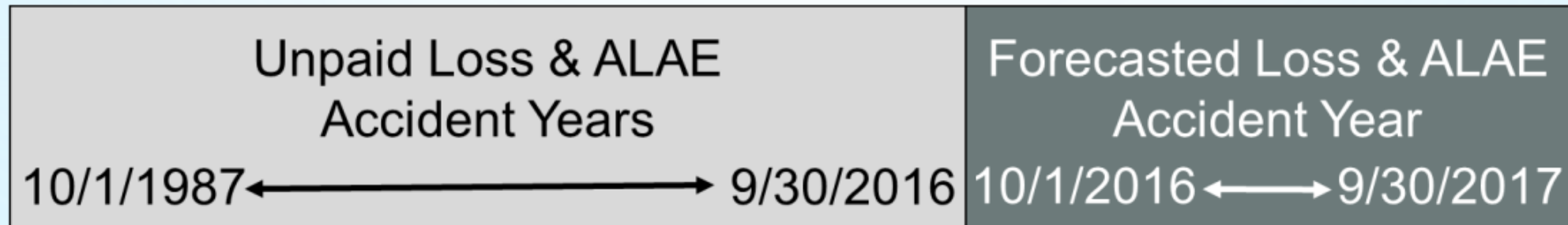
Current Self-Insurance Program

- Self-insured retentions / deductibles by coverage:

Coverage	Retention/Deductible
Workers Compensation	\$650,000
General Liability & Auto Liability	Unlimited - No Excess Insurance
Law Enforcement & Public Officials	\$500,000
Property	\$10,000 All Other \$25,000 Vehicle/Equip Cats.

Actuarial Report Objectives

- Provide estimates of the City's self-insured liabilities
 - Unpaid loss and allocated loss adjustment expense (ALAE) estimates as of 9/30/2016 for claims incurred prior to 9/30/2016
 - Forecasted loss and ALAE for claims incurred from 10/1/2016 to 9/30/2017



Actuarial Report Objectives

- Unpaid and forecast estimates are provided on an undiscounted and discounted basis
 - Discounted (or present value) estimates reflect 0.621% annual rate of return
 - Rate of return is selected by the City based on expected returns of invested assets held in self-insured funds

Unpaid Loss & ALAE

Unpaid Estimates at 9/30/2016 (In \$000s)		
	Undiscounted	Discounted
	(1)	(2)
Workers Compensation	\$2,522	\$2,411
Liability & Property		
Automobile	\$191	\$190
General Liability	515	510
Property	<u>150</u>	<u>150</u>
Total	\$856	\$850
Grand Total	\$3,378	\$3,261

Forecasted Loss & ALAE

Forecasts for 10/1/2016 to 9/30/2017 (In \$000s)		
	Undiscounted	Discounted
	(1)	(2)
Workers Compensation	\$999	\$974
Liability & Property		
Automobile	\$169	\$168
General Liability	321	316
Property	<u>105</u>	<u>105</u>
Total	\$595	\$589
Grand Total	\$1,595	\$1,563

Surplus Ratios

Surplus Estimates & Surplus Ratios at 9/30/2016 (Amounts in \$000s)

	Workers Compensation	Liability & Property	Benchmark Ratios
	(1)	(2)	(3)
<i>Surplus Estimates</i>			
City's Self-Insurance Fund Assets	\$1,725	\$1,812	
Unpaid at Discounted Expected Level	<u>\$2,411</u>	<u>\$850</u>	
Estimated Surplus	(\$686)	\$962	
<i>Surplus Ratios</i>			
Unpaid Estimate / Surplus	(3.52)	0.88	< 3.0
Loss Forecast / Surplus	(1.42)	0.61	< 3.0
Surplus / Max Retention	(1.05)	1.92	5.0 to 20.0

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Finance, 325-657-4268

Meeting Date: August 15, 2017

Item type: Regular Item

Caption:

Consider adoption of an ordinance authorizing the issuance of City of San Angelo, Texas, General Obligation refunding bonds, series 2017B; appointing a Pricing Officer and delegating to the Pricing Officer the authority to approve on behalf of the City the sale of the bonds, the terms of the bonds and the offering documents for the bonds; establishing certain parameters for the approval of such matters by the Pricing Officer; levying an annual ad valorem tax and providing for the security for and payment of said bonds; providing an effective date; and enacting other provisions relating to the subject - (Presentation By Finance Director Tina Dierschke)

Summary/History:

Discussion regarding the possibility of refinancing Series 2011A Bonds for Type B sales tax ballot related capital improvement projects.

Refinancing will allow the negotiation of a lower interest rate and will create savings for the City. The prior interest rates were between 4.00% and 5.00%. Based on today's market, the new refinancing rate is expected to be 3.27% (TIC). The total savings over the life of the transaction is \$943,357.

An ordinance was adopted for the issuance of the Series 2011A Combination Tax and Limited Surplus Revenue Certificates of Obligation on June 7, 2011.

Financial Impact:

Potential savings of approximately \$943,357 in aggregate over the remaining life of the bond for general debt service. (These totals are subject to change based on market value at time of agreement.)

Other Information/Recommendation:

Attachments:

- | | | |
|----|-----------|--|
| 1. | Timeline | Timeline San Angelo 2017B GO Refunding.pdf |
| 2. | Slides | COSA 2017 - Slides on Ref Bond 8-7-2017.pptx |
| 3. | Ordinance | Ordinance - 2017B Refunding.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke	Created/Initiated
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved

Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Final Approval



City of San Angelo, Texas

\$12,400,000* General Obligation Refunding Bonds, Series 2017B (the “Refunding Bonds”)

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

Timeline of Events

Tuesday, August 15, 2017

Financing update to Council from Specialized Public Finance Inc. (“SPFI”) for the Refunding Bonds. The Council will consider the Ordinance authorizing a Parameters Sale of the Bonds.

Week of:

Monday, August 21, 2017

SPFI distributes Preliminary Official Statement (the “POS”) for comments. SPFI makes application to the rating agencies to obtain the credit ratings.

Week of:

Monday, August 28, 2017

Rating conference calls with rating agencies.

Thursday, September 7, 2017

Receive ratings from rating agencies.

SPFI posts the POS for prospective investors.

Wednesday, September 13, 2017

Pricing – Interest rates are negotiated between the underwriter(s) and SPFI. The pricing officer will award the Refunding Bonds to the underwriter(s).

Tuesday, September 19, 2017

SPFI will present Council with the financing results, if necessary.

Wednesday, October 18, 2017

Closing Date – Proceeds from the Refunding Bonds will be delivered to the escrow fund.

*Preliminary subject to change



Denotes City Council Meeting Date



Denotes Closing Date



City Council

Tuesday, August 15, 2017



Refunding Bonds

- The City could refinance the Series 2011A Certificates for a lower interest rate.
- The prior interest rates are between 4.00% and 5.00%. Based on today's market, the new refinancing rate is expected to be 3.27% (TIC).
- The total savings over the life of the transaction are \$943,357.





City Council

Tuesday, August 15, 2017



ORDINANCE NO. 2017-08-_____

AUTHORIZING THE ISSUANCE OF CITY OF SAN ANGELO, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017B; APPOINTING A PRICING OFFICER AND DELEGATING TO THE PRICING OFFICER THE AUTHORITY TO APPROVE ON BEHALF OF THE CITY THE SALE OF THE BONDS, THE TERMS OF THE BONDS AND THE OFFERING DOCUMENTS FOR THE BONDS; ESTABLISHING CERTAIN PARAMETERS FOR THE APPROVAL OF SUCH MATTERS BY THE PRICING OFFICER; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.

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

WHEREAS, there are presently the outstanding obligations of the City of San Angelo, Texas (the "Issuer"), described in Schedule I attached hereto, collectively, the "Eligible Refunded Obligations";

WHEREAS, the Issuer now desires to refund all or part of the Eligible Refunded Obligations, and those Eligible Refunded Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined below, to be refunded are herein referred to as the "Refunded Obligations";

WHEREAS, Chapter 1207, Texas Government Code, authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for any of the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, this City Council hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations in order to achieve a present value debt service savings of at least 3.00%, with such savings, among other information and terms to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to said Chapter 1207, Texas Government Code; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public

business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of the City of San Angelo, Texas (the "Issuer"), are hereby authorized to be issued and delivered, in one or more series, in the aggregate principal amount hereinafter provided for the public purpose of providing funds to refund a portion of the Issuer's outstanding indebtedness and to pay the costs incurred in connection with the issuance of the Bonds.

(c) Each bond issued pursuant to this Ordinance shall be designated: "CITY OF SAN ANGELO, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2017B" (series to be designated as described in Section 2(a)), and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial bonds being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Respective Pricing Certificate.

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1207.007, Texas Government Code, as amended, the Assistant City Manager/Chief Financial Officer and Director of Finance (each a "Pricing Officer") are each hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, in one or more series, and with respect to each such series, determining which of the Eligible Refunded Obligations shall be refunded and carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Bonds, including without limitation establishing the redemption dates for and effecting the redemption of the Refunded Obligations and obtaining municipal bond insurance for all or any portion of the Bonds and providing for the terms and provisions thereof applicable to the Bonds, including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements, all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of the Bonds authorized pursuant to this Ordinance, whether one or more series, shall not exceed \$13,500,000;

(ii) the refunding must produce a present value debt service savings, when calculated with respect to all of the Refunded Obligations, of at least 3.00%;

(iii) the net effective interest rate on each series of the Bonds shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(iv) the final maturity of the Bonds shall not be later than February 15, 2036; and

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer on or before the 180th day following the date of adoption of this Ordinance.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Pricing Officer shall determine whether the Bonds will be sold by private placement or negotiated or competitive sale. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange. The selection and appointment of the paying agent/registrar for the Bonds (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. The Mayor or the City Manager is authorized and directed to execute and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the

substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar,

the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

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

(h) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

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

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

(k) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect

to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(l) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Bond, in the FORM OF BOND set forth in this Ordinance.

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

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance, and with the Bonds to be completed with information set forth in the Pricing Certificate.

(a) Form of Bond.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SAN ANGELO, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2017B

PRINCIPAL
AMOUNT
\$_____

<u>INTEREST RATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

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

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

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

IF THE DATE for any payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the public purposes of refunding certain outstanding obligations of the Issuer, and to pay the costs incurred in connection with the issuance of the Bonds.

ON _____, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE BONDS scheduled to mature on _____ in the years ____ and ____ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond Maturity: _____, _____		Term Bond Maturity: _____, _____	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
_____, _____	\$ _____	_____, _____	\$ _____
_____, _____	_____	_____, _____	_____
_____, _____	_____	_____, _____	_____
_____, _____ (maturity)	_____	_____, _____ (maturity)	_____

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow

agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

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

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

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

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

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the absence of the Mayor, the Mayor Pro Tem of the Issuer) and countersigned with the manual or facsimile signature of the City Clerk of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
City Clerk

(signature)
Mayor

(SEAL)

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

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

_____, Texas
Paying Agent/Registrar

By: _____

Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers
unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of
the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

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

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

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

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

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
--------------	-------------------------	-----------------------

(Information from Section 2 to be inserted)

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

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

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest

and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection

(a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

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

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

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

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this , in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

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

(e) Authority for Issuing Replacement Bonds. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the

duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL AND FINANCIAL ADVISOR.

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

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as Obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith (the "Projects") are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent

is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of an advance refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued, and in the case of a current refunding bond, for a period of 90 days or less,

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

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations

expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and each Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Projects. The Issuer covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 3 through a negotiated sale, competitive sale or private placement and pursuant to the terms and provisions of a purchase contract or a notice of sale and bidding instructions and official bid form (in either case, the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the initial purchaser or purchasers (collectively, the "Initial Purchaser") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the Initial Purchaser thereof as set forth in the Pricing Certificate.

(b) The Mayor and City Clerk are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Initial Purchaser, in final form as may be required by the Initial Purchaser, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City Council of the Issuer and constitute the Official Statement authorized for distribution and use by the Purchasers. The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council of the Issuer, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor, the City Clerk the City Manager and each Pricing Officer shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Pricing Certificate, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. COMPLIANCE WITH RULE 15c2-12.

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (A) within six months after the end of each fiscal year ending in or after 2017, financial information and operating data with respect to the Issuer of the general type included in the final Official under Tables 1 through 6 and 8 through 15; and (B) within 12 months after the end of each fiscal year ending in or after 2017, audited financial statements, if the Issuer commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the Issuer will provide unaudited financial information of the type in the numbered tables described above by the required time and will provide the Issuer's annual audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the

public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

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

1. Non-payment related defaults;
2. Modifications to rights of Bondholders;
3. Bond calls;
4. Release, substitution, or sale of property securing repayment of the Bonds;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
6. Appointment of a successor or additional trustee or the change of name of a

trustee.

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

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes; and

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

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

(d) Limitations, Disclaimers, and Amendments.

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

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

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

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

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person

that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of nationally recognized bond counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment. Such

notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

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

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

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

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

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the Issuer or the City Council.

Section 14. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Mayor or the Pricing Officer are further authorized to enter into and execute on behalf of the Issuer with the escrow agent named therein, an escrow or similar agreement, in the form and substance as shall be approved by the Pricing Officer, which agreement will provide for the payment in full of the Refunded Obligations. In addition, the Mayor or the Pricing Officer is authorized to purchase such securities, to execute such subscriptions for the purchase of the Escrowed Securities (as defined in the agreement), if any, and to authorize such contributions for the escrow fund as provided in the agreement.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Agreement with the Initial Purchaser, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at such prices as set forth in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued Notice of Redemption of the Refunded Obligations in substantially the form set forth in Exhibit A attached hereto, completed with information from the Pricing Certificate, to the paying agents for the Refunded Obligations.

(b) In addition, the paying agent for the Refunded Obligations is hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinance authorizing the issuance of Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption dates. The Refunded Obligations shall be presented for redemption at the paying agent therefor, and shall not bear interest after the date fixed for redemption.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the ordinance of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Bond Ordinance"). The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments

maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Ordinance, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent pursuant to the Escrow Agreement approved in Section 14 of this Ordinance.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Certificate) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

[Execution Page Follows]

APPROVED AND ADOPTED ON THE 15th DAY OF AUGUST, 2017.

THE CITY OF SAN ANGELO, TEXAS

Dwain Morrison, Mayor

Attest:

Bryan Kendrick, City Clerk

Approved As to Form:

Approved As to Content:

Rodolfo Segura Jr
McCall, Parkhurst & Horton L.L.P.

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

[CITY SEAL]

SCHEDULE I

SCHEDULE OF ELIGIBLE REFUNDED OBLIGATIONS

City of San Angelo, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2011A, dated June 1, 2011, maturities February 15 in the years 2018 through 2024, inclusive, 2027, 2030, 2033 and 2036.

EXHIBIT A

NOTICE OF REDEMPTION
CUSIP Prefix No. 796099

NOTICE IS HEREBY GIVEN that the City of San Angelo, Texas has called for redemption the outstanding Certificates of Obligation of the City described as follows (the "Refunded Obligations"):

City of San Angelo, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2011A, dated June 1, 2011, maturing February 15 in each of the years 2018 through 2024, inclusive, 2027, 2030, 2033 and 2036, in the aggregate principal amount of \$12,815,000, to the call date of the Refunded Obligations so called for redemption at a price of par plus accrued interest. Call date: February 15, 2020.

On February 15, 2020, interest on the Refunded Obligations shall cease to accrue and be payable.

THE REFUNDED OBLIGATIONS shall be redeemed in whole at BOKF, NA, Austin, Texas, as the Paying Agent/Registrar for said Refunded Obligations. Upon presentation of the Refunded Obligations at the Paying Agent/Registrar on the aforementioned redemption date, the holder thereof shall be entitled to receive the redemption price equal to par and accrued interest to the redemption date.

NOTICE IS GIVEN that due and proper arrangements have been made for providing the place of payment of said Refunded Obligations called for redemption with funds sufficient to pay the principal amount of said Refunded Obligations and the interest thereon to the redemption date. In the event said Refunded Obligations, or any of them are not presented for redemption by the date fixed for their redemption, they shall not thereafter bear interest.

UNDER THE PROVISIONS of Section 3406 of the Internal Revenue Code of 1986, as amended paying agents making payments of interest and principal on municipal securities may be obligated to withhold a tax from remittance to individuals who have failed to furnish the paying agent with a valid taxpayer identification number. Registered holders who wish to avoid the imposition of the tax should submit certified taxpayer identification numbers (via form W-9) when presenting the Refunded Obligations for payment.

THIS NOTICE is issued and given pursuant to the redemption provisions in the proceedings authorizing the issuance of the aforementioned Refunded Obligations and in accordance with the recitals and provisions of said Refunded Obligations.

NOTICE IS FURTHER GIVEN that the Refunded Obligations should be submitted to the following address:

BOKF, NA
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

CITY OF SAN ANGELO, TEXAS

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Shannon Scott, Economic Development Specialist, Planning and Development Services, 325.653.7197

Meeting Date: August 15, 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:

At the July 18, 2017 City Council meeting, the Council approved revisions to the TIRZ Incentives Policies, based on a recommendation by the TIRZ Board. However, the Council asked that staff bring back consideration of a change to the policies that would allow funding for non-profit organizations to be considered on a case-by-case basis but that such approval require a super-majority vote of Council.

Based on that direction, staff is proposing the following additional language to be added to both the North and South TIRZ Incentive Policies:

"Non-profit organizations may be eligible for TIRZ incentives if the TIRZ Board and City Council make a finding that a significant economic impact will be created as a result of the project. Providing funding for a non-profit organization under this policy shall require a favorable vote of at least three-fourths of all the members of the TIRZ Board and City Council."

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 15, 2017

Item type: Regular Item

Caption:

Consider a resolution authorizing the City Manager to execute a Temporary Nonexclusive Sidewalk Use License Agreement for 280-square feet of landscape planters, seating areas, and an existing porch and canopy and 320-square feet of seating areas, awnings, and an electric smoker to be located within the right-of-way of Oakes Street for properties located at 204 and 208 South Oakes Street - (Presentation by Planning & Development Director Jon James)

Summary/History:

On June 27, 2017, the applicant submitted a Letter of Intent and paid the required fees associated with a Sidewalk Encroachment. The applicant, Toni Hunter, is requesting to place tables and chairs back in front of her two businesses, located at 204 and 208 South Oakes Street. The applicant is also requesting to place the barbeque smoker for Peepsi's BBQ in the public right-of-way adjacent to the tables and chairs, at 208 South Oakes Street. Additionally, approval of this request will serve to recognize the existing encroachments of the one building's porch and canopy, as well the other building's window awnings.

The smoker will occupy approximately 60 square feet of the public right-of-way and will be placed adjacent to the existing building for Peepsi's BBQ.

Planning Staff has discussed this application with the Building Official for review. As there is no required permit for the tables, chairs and smoker, the Deputy Building Official has no objections.

Financial Impact:

N/A

Other Information/Recommendation:

Staff recommends DENIAL of the request to allow for an electric smoker to be placed within the City's right-of-way.

Staff recommends APPROVAL of all other requests for encroachment within the City's right-of-way.

Attachments:

- | | |
|---|--|
| 1. Aerial/Letter of Intent/Photos/Survey | Attachments_Council.pdf |
| 2. Draft Resolution | PL_Resolution (204 & 208 S Oakes St.)_FINAL.docx |
| 3. Temporary Nonexclusive License Agreement | PL_Agreement (204 & 208 S Oakes St.)_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



Aerial Map

204 & 208 S Oakes St.

Council District: Harry Thomas
 Neighborhood: Downtown
 Scale: 1" approx. = 75 ft

Legend

Subject Properties: —
 Current Zoning: CBD
 Requested Zoning Change: N/A
 Vision: Downtown



LETTER OF INTENT

June 27, 2017

City of San Angelo Planning & Development Services

c/o Jeff Fisher

52 College Avenue

San Angelo, TX 76903

RE: Variance for 204 & 208 South Oakes Letter of Intent

Mr Fisher,

I submit this Letter of Intent to request a "Variance" for use of Sidewalks in the Right of Way in front of 204 & 208 S. Oakes.

Please find the attached Survey with proposed location of :

1. Outdoor Seating for Hotel & Diner
2. Electric Smoker for Diner

Also find location of "existing" features :

- Columns of Historical Hotel
- Planters
- Canvas Awnings

The use of the sidewalks is crucial to our businesses. Increasing our visibility helps grow our business and invites potential customers that gravitate to outdoor-fresh air seating. The fixtures also send a signal to potential customers that "We are Open for Business"!!

I, Toni Hunter, as property owner for both addresses will be the main point of contact in regards to this request for Variance. I can be reached at 325-703-6387.

Thank you for your consideration and timeliness of our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Toni Hunter", with a long horizontal flourish extending to the right.

**PROPOSED LOCATION OF LICENSED PREMISES
FLAMINGO FLATS**



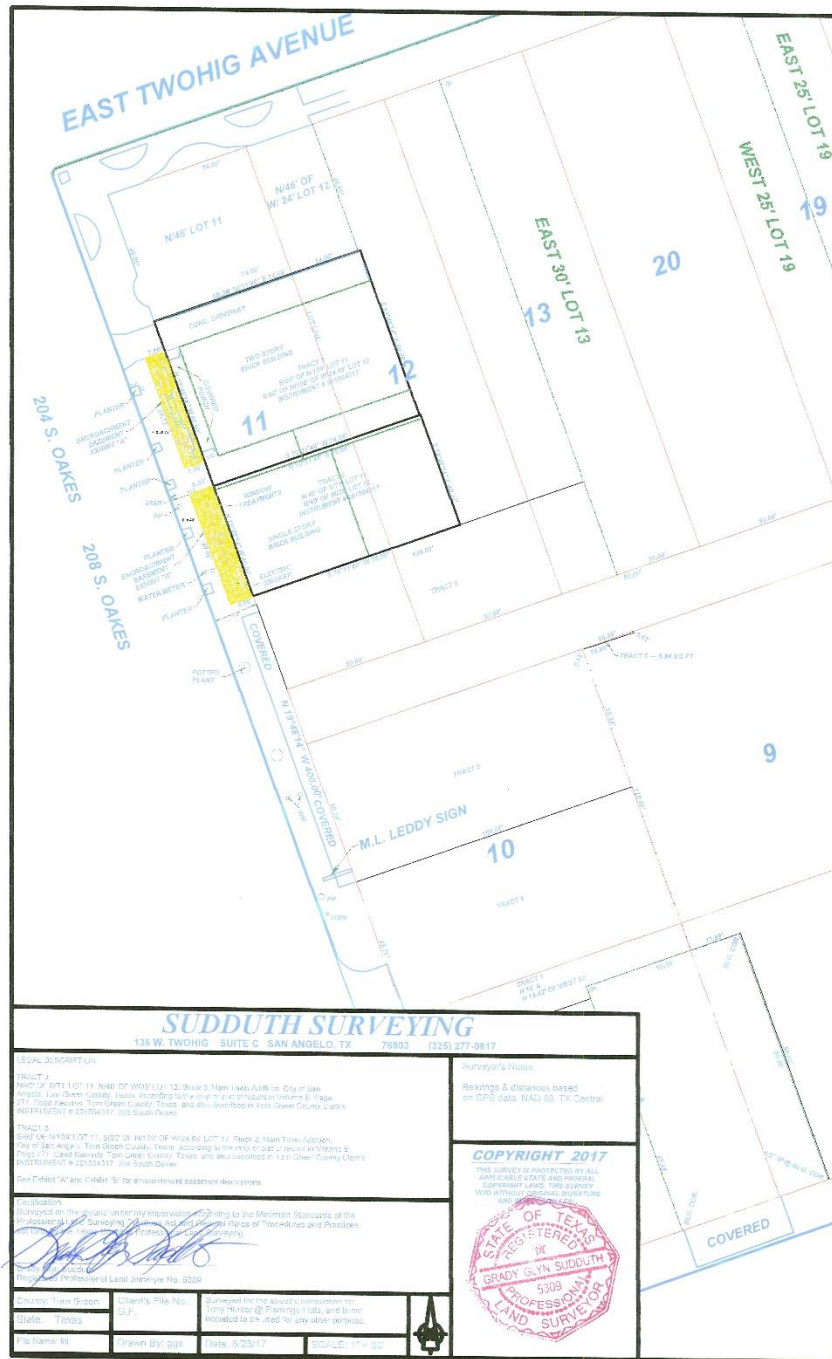
**PROPOSED LOCATION OF LICENSED PREMISES
PEEPSI'S BBQ**



**PROPOSED LOCATION OF LICENSED PREMISES
SMOKER AT PEEPSI'S BBQ**



SURVEY with ENCROACHMENT HIGHLIGHTED



A RESOLUTION OF THE CITY OF SAN ANGELO AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO NEGOTIATE AND EXECUTE A TEMPORARY NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT TO ALLOW FOR THE PLACEMENT OF A COVERED PORCH AND PATIO, TABLES, CHAIRS, AND WINDOW AWNINGS ADJACENT TO THE BUILDINGS LOCATED WITHIN THE SIDEWALK RIGHTS-OF-WAY OF 204 - 208 SOUTH OAKES STREET, AND SUCH OTHER INSTRUMENTS AS MAY BE NECESSARY OR CONVENIENT FOR CARRYING OUT SUCH PURPOSES; AND, FINDING A PUBLIC PURPOSE AND BENEFIT THEREIN

WHEREAS, Toni Hunter, the applicant for license, is the owner of certain commercial real property commonly known as 204 and 208 South Oakes Street, San Angelo, Tom Green County, Texas; and,

WHEREAS, the applicant would like to utilize portions of the sidewalk rights-of-ways along the west side of an existing building at 204 and 208 South Oakes Street for the purpose of maintaining an existing porch, canopy and awnings; and, for placing tables and chairs or other seating to be utilized for customer seating and service from Licensee's restaurant business at the to be licensed locations as more particularly described in **Exhibit "A"** and as depicted in **Exhibit "B"** attached hereto; and,

WHEREAS, use of designated portions of the sidewalk rights-of-ways for the stated purposes will accommodate pedestrians activity in the Historic District, and support commercial development of South Oakes Street as well as downtown development in general; and,

WHEREAS, the proposed sidewalk use will not result in view obstructions from street rights-of way as views from either direction of this block of South Oakes Street are relatively flat in elevation, devoid of vegetation and other visual obstructions; and,

WHEREAS, the pavement width of South Oakes Street, an arterial LOCAL street, measures 70 feet, and whereas there are no plans to widen this street given the existing buildings are to the lot lines; and,

WHEREAS, the City Council has determined that the granting of the application for a temporary nonexclusive sidewalk use license for the stated purposes would be in the public interest and benefit for the reasons stated:

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

All of the foregoing recitals are found to be true and correct and are incorporated herein and made a part of this resolution.

The City Council of the City of San Angelo, Texas, hereby determines that there is a public necessity for, and the public welfare and convenience will be served by granting of the application made by **Toni Hunter**, for a temporary nonexclusive sidewalk use license to permit maintenance of an existing covered patio, canopy and awnings and to permit placing tables and chairs or other seating to be utilized for customer seating and service from Licensee's restaurant business at the Licensed Premises, as more particularly described and depicted in **Exhibits "A" and "B."**

PASSED and APPROVED THIS _____ DAY OF _____, 2017.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

Attest:

Bryan Kendrick, City Clerk

Approved As to Form:

Approved As to Content:

Theresa James, City Attorney

Jon James, AICP
Director of Planning & Development Services

EXHIBIT "A"
Page 1 of 3
LEGAL DESCRIPTION OF LICENSED PREMISES
204 & 208 South Oakes Street
San Angelo, TX 76903

SUDDUTH SURVEYING

136 W. Twohig, Suite C, San Angelo, Texas 76903 (325) 277-0817

Myrl G Sudduth
Registered Professional Land Surveyor
Registered Professional Engineer (Inactive)

Grady Glyn Sudduth
Registered Professional Land Surveyor

EXHIBIT "A"

Field Notes – 204 South Oakes

278.11 square feet out of the John Braun Survey No. 323, Abstract No. 60, Tom Green County, Texas, and also being a portion of South Oakes Street adjacent to the west line of Block 3, Main Town Addition, City of San Angelo, Texas, as shown on the map or plat recorded in Volume B, Page 271, Deed Records, Tom Green County, Texas, and said 278.11 square feet being more particularly described by metes and bounds as follows;

BEGINNING at a point for the northeast corner of this tract and in the west line of Block 3, from whence the northwest corner of Block 3 bears N 19°48'14" W 57.03 feet;

THENCE S 19°48'14" E 39.73 feet along the west line of Block 3 and the east line of South Oakes Street to a point for the southeast corner of this tract;

THENCE S 70°11'46" W 7.00 feet across the sidewalk to a point for the southwest corner of this tract;

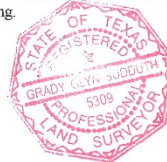
THENCE N 19°48'14" W 39.73 feet along the west line of this tract to a point for the northwest corner of this tract;

THENCE N 70°11'46" E 7.00 feet to the place of beginning and containing 278.11 square feet;

Surveyed on the ground under my supervision according to the Minimum Standards of the Professional Land Surveying Practices Act and General Rules of Procedures and Practices set forth by the Texas Board of Professional Land Surveying.



Grady Glyn Sudduth
Registered Professional Land Surveyor No. 5309
July 28, 2017



FILE NAME: s oakes 204

EXHIBIT "A"
204 & 208 South Oakes Street
San Angelo, TX 76903
Page 2 of 3

SUDDUTH SURVEYING

136 W. Twohig, Suite C, San Angelo, Texas 76903 (325) 277-0817

Myrl G Sudduth
Registered Professional Land Surveyor
Registered Professional Engineer (Inactive)

Grady Glyn Sudduth
Registered Professional Land Surveyor

EXHIBIT "B"

Field Notes – 208 South Oakes

320.00 square feet out of the John Braun Survey No. 323, Abstract No. 60, Tom Green County, Texas, and also being a portion of South Oakes Street adjacent to the west line of Block 3, Main Town Addition, City of San Angelo, Texas, as shown on the map or plat recorded in Volume B, Page 271, Deed Records, Tom Green County, Texas, and said 320.00 square feet being more particularly described by metes and bounds as follows;

BEGINNING at a point for the northeast corner of this tract and in the west line of Block 3, from whence the northwest corner of Block 3 bears N 19°48'14" W 106.00 feet;

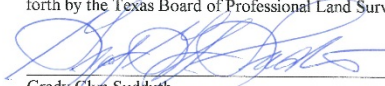
THENCE S 19°48'14" E 40.00 feet along the west line of Block 3 and the east line of South Oakes Street to a point for the southeast corner of this tract;

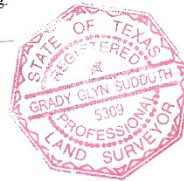
THENCE S 70°11'46" W 8.00 feet across the sidewalk to a point for the southwest corner of this tract;

THENCE N 19°48'14" W 40.00 feet along the west line of this tract to a point for the northwest corner of this tract;

THENCE N 70°11'46" E 8.00 feet to the place of beginning and containing 320.00 square feet;

Surveyed on the ground under my supervision according to the Minimum Standards of the Professional Land Surveying Practices Act and General Rules of Procedures and Practices set forth by the Texas Board of Professional Land Surveying.


Grady Glyn Sudduth
Registered Professional Land Surveyor No. 5309
July 28, 2017



FILE NAME: s oakes 208

SUDDUTH SURVEYING
136 W. TWOHIG SUITE C SAN ANGELO, TX 76903 (325) 277-0817

LEGAL DESCRIPTION:
TRACT 11: N46° 07' 00" E LOT 11, N46° 07' 00" E LOT 12, Shue 3, Map 1, 1944 Addition, City of San Angelo, San Angelo County, Texas, according to the map of 1944 Addition, City of San Angelo, San Angelo County, Texas, and also described in San Angelo County 2017, INSTRUMENT 18-225541-1, San Angelo County, Texas.

TRACT 12:
E1/2 OF 1/4 OF LOT 11, S1/2 OF 1/4 OF 1/4 OF 1/4 OF LOT 11, Tract 2, Main Tract Addition, City of San Angelo, San Angelo County, Texas, according to the map of 1944 Addition, City of San Angelo, San Angelo County, Texas, and also described in San Angelo County 2017, INSTRUMENT 18-225541-1, San Angelo County, Texas.

TRACT 13:
E1/2 OF 1/4 OF LOT 11, S1/2 OF 1/4 OF 1/4 OF 1/4 OF LOT 11, Tract 2, Main Tract Addition, City of San Angelo, San Angelo County, Texas, according to the map of 1944 Addition, City of San Angelo, San Angelo County, Texas, and also described in San Angelo County 2017, INSTRUMENT 18-225541-1, San Angelo County, Texas.

COPYRIGHT 2017
THIS SURVEY IS PROTECTED BY ALL APPLICABLE STATE AND FEDERAL COPYRIGHT LAWS. THIS SURVEY WORK WITHOUT ORIGINAL SURVEYING AND

STATE OF TEXAS
REGISTERED
GRADY GUY SUDDUTH
PROFESSIONAL
LAND SURVEYOR
5309

EXHIBIT "B"
PROPOSED LOCATION OF LICENSED PREMISES
FLAMINGO FLATS
38 N. Chadbourne Street
San Angelo, TX 76903
Page 1 of 2



EXHIBIT "B"
PROPOSED LOCATION OF LICENSED PREMISES
PEEPSI'S BBQ
38 N. Chadbourne Street
San Angelo, TX 76903
Page 2 of 2



EXHIBIT "C"

TEMPORARY NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT INSURANCE REQUIREMENTS

1. INDEMNIFICATION.

1.1 GENERAL INDEMNIFICATION. LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF LICENSEE OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF LICENSEE, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF LICENSEE AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LICENSEE HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE LICENSEE TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

1.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF LICENSEE IN PERFORMING UNDER THIS CONTRACT.

2. Insurance.

2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Licensee for the purpose of complying with this Contract.

2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas. Provider shall, at all times during the term hereof, maintain such insurance coverage with insurers licensed to do business in Texas, as may be required by City, of the types and in the amounts specified herein. Every policy required 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 Provider. 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 License Agreement without thirty (30) calendar days prior written notice to City.

2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Licensee, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

2.1.3 Waiver of Subrogation. Licensee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

2.1.4 Certificates of Insurance. At or before the time of execution of this License Agreement, Licensee shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Licensee and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Risk Manager at City Hall, 52 W College Avenue, San Angelo, Texas 76903.

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

2.1.6 Sub-Licensees' Insurance. Licensee shall cause each Sub-Licensee and Sub-Sub-Licensee of Licensee to purchase and maintain insurance of the types and in the amounts specified herein. Licensee shall require Sub-Licensees and Sub-sub-Licensees to furnish copies of certificates of insurance to Licensors' Risk Manager evidencing coverage for each Sub-Licensee and Sub-Sub-Licensee.

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

2.2.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect the Licensee and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Licensee's employees) and damage to property of the City or others arising out of the act or omission of the Licensee or its agents and employees. This policy shall also include protection against

claims for the contractual liability assumed by Licensee under the paragraph of this Contract entitled "Indemnification." Coverage shall not be less than:

\$ 2,000,000.00 General Aggregate

\$ 1,000,000.00 Each Occurrence

\$ 1,000,000.00 Each Occurrence

2.2.2 Liquor Liability. In the event Licensee plans to distribute, serve, or sell alcoholic beverages, the Licensee shall obtain Liquor Liability coverage in the amount indicated below. The insurance shall protect the Licensee and the additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Licensee's employees) or damage to the property of others, which arises out of the sale or distribution of alcoholic beverages. Coverage shall be no less than:

\$1,000,000.00 Combined Single Limit, each occurrence

THE STATE OF TEXAS §
TOM GREEN COUNTY §

WHEREAS, Licensee would like to utilize portions of the sidewalk areas in front of those commercial establishments in relation to operation of those business;

WITNESSETH:

2. Licensed Premises: The Licensed Premises consists of two areas within sidewalk rights-of-way generally known as 204-208 South Oakes Street, adjacent to the westerly boundary lines of Lots 11 and 12, Block 3, in the Main Town Addition, City of San Angelo, Tom Green County, Texas, being 280 square feet, and 320 square feet respectively, as more particularly described in **Exhibit “A,”** and as depicted in **Exhibit “B,”** said Exhibits attached hereto and made a part hereof for all purposes (hereinafter collectively referred to as the “Licensed Premises”),

3. **Limited Interest Conferred:** This License confers no exclusive possession or tenancy of Licensed Premises. The Licensees cannot exclude CITY from Licensed Premises. This License solely authorizes Licensee to the temporary use of Licensed Premises for the limited purposes set forth herein and for no other purpose. The parties hereby agree that the provisions of this License do not constitute a lease. The rights of Licensee hereunder are not those of a tenant, but are a mere personal privilege to

do certain acts of a temporary character on Licensed Premises and to use Licensed Premises, subject to the terms of this License. CITY retains dominion, possession and control of the Licensed Premises. Therefore, no lease interest in Licensed Premises is conferred upon Licensee under the provisions hereof. Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Licensed Premises by virtue of this License or its use of Licensed Premises hereunder. Additionally, Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Licensed Premises by virtue of any expenditure of funds by Licensee for improvements, construction, repairs, partitions, or alterations to Licensed Premises which may be authorized by CITY.

4. **Licensed Use:** Licensed use shall be limited to placing tables and chairs or other seating to be utilized for customer seating and service from Licensee's restaurant business at the licensed locations. In addition, Licensee may maintain the covered patio, canopy and awnings that overhang or encroach upon the Licensed Premises as provided herein at Section 8 "Fixtures."

5. **Term:** This License shall commence on the effective date set forth herein above and if not earlier terminated as herein provided, continue for a period of ten (10) years to August 15, 2027, or at such time as Licensee no longer owns the Licensed Premises, at which time this License shall automatically terminate.

6. **Non-exclusive License:** This license is non-exclusive and is made expressly subject and subordinate to the reserved right of the CITY to use or permit the use of the Licensed Premises for public sidewalk area, utility right-of-way or any other public purpose.

7. **Right of Termination:**

- (a) The CITY reserves the right to terminate and cancel this License by resolution passed by its Governing Body upon a finding that the License is inconsistent or incompatible with the reserved right of the CITY to use or permit the use of the Licensed Premises or whenever the purpose or use of the License is or has become a nuisance as determined in the discretion of the CITY Council, and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the CITY shall not be held liable by reason thereof. The parties hereto concur that said resolution shall be final and shall not be subject to review by the Courts.

- (b) Upon termination or cancellation by CITY or Licensee, this License shall become null and void and Licensee or anyone claiming any rights under this instrument shall remove, to the extent required by CITY, any or all improvements, appurtenances and encroachments owned by Licensee from the Licensed Premises at Licensee's expense, and shall restore the Licensed Premises to its condition at the effective date of this License at the sole cost of the Licensee. In the event that Licensee shall fail to remove its improvements, appurtenances and encroachments as required and to restore the Licensed Premises, CITY shall have the right to do the necessary work to remove said improvements, appurtenances and encroachments and to restore the Licensed Premises to its condition at the effective date of this License, or to cause such work to be done, and to assess reasonable allocated costs or the incurred cost of all such work against Licensee and premises of which Licensed Premises is a part.

8. **Fixtures:** During the term of this License Agreement, Licensee may retain the existing covered patio, canopy and awnings on the west sides of the structures facing S. Oakes Street that overhang or encroach upon the Licensed Premises. Licensee shall not install any additional permanent fixtures that overhang or encroach upon the Licensed Premises without first securing the written permission of CITY.

9. **Codes, Ordinances and Regulations:** Licensee shall comply with all applicable codes, ordinances and regulations of local, state and federal governments in the exercise of its use of the Licensed Premises. This requirement shall include, but not be limited to, compliance at all times with the Texas Architectural Barriers Act, Texas Accessibility Standards, Americans with Disabilities Act, as well as local ordinances and regulations relating to occupancy loads, unobstructed passage ways, entrances and exits, and signage.

10. **Improvements and Maintenance:** It is further understood that if and when the CITY, in the exercise of its discretion, shall determine that the grade of any street or sidewalk should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the Licensed Premises, Licensee's improvements or appurtenances thereon, or the use thereof by Licensee, CITY may proceed with such improvement or work without liability to Licensee. Further, any modifications or changes to Licensee's facilities in the licensed area or in construction or

reconstruction of any public improvement attributable to Licensee's use of the licensed area and/or its installations and improvements shall be made at the sole expense of Licensee and to the satisfaction of CITY.

11. Insurance and Indemnification: At such time as this license is granted, it is agreed that Licensee shall hold harmless and indemnify CITY and procure and keep in full force and effect Insurance coverage of the kind and in the minimum amounts, all as set forth in Exhibit "C," attached and made a part hereof for all purposes, which provisions shall survive termination or expiration of the term of this License Agreement.

10. Reservations: This License is subject to any existing utilities or communication facilities, including drainage, presently located within or about the Licensed Premises, owned or operated by the CITY or any utility or communications company, public or private, and to any vested rights presently owned by any utility or communications company, public or private, for the use of the Licensed Premises for facilities presently located within the boundaries of said Licensed Premises. No improvement or appurtenance shall be constructed or placed upon, over or across the Licensed Premises in such a manner as to interfere with the operation of any utilities or communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any improvement or appurtenance which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the Licensed Premises. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any improvements or appurtenances which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the Licensed Premises for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of Licensee.

12. Successors and Assigns: The terms of this License shall be binding upon the Licensee and Licensee's successors and assigns.

13. Non-assignable: This License may not be assigned by Licensee without the prior written approval from the CITY. The assignee shall deliver a copy of the assignment, along with the assignee's written acceptance of the provisions of this License, to the Director of Planning & Development

Services for the CITY of San Angelo, or his designee, within ten (10) days of such assignment. Should Licensee fail to obtain prior written approval for assignment of this License or fail to provide the CITY with the required written acceptance and a copy of the assignment as provided, the Director of Planning & Development Services, or his designee, may terminate this License.

IN WITNESS WHEREOF, the parties hereto have caused License to be executed in duplicate and intend to be legally bound thereby.

LICENSOR:
CITY OF SAN ANGELO

BY: _____
Daniel Valenzuela, City Manager

Date: _____, 2017

ATTEST:

Bryan Kendrick, City Clerk

LICENSEE:
TONI HUNTER

BY: _____
Toni Hunter

Date: _____, 2017

STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2017, by Daniel Valenzuela, City Manager of the CITY OF SAN ANGELO, a Texas home rule municipal corporation, on behalf of said corporation pursuant to resolution of its governing body.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2017,
by TONI HUNTER.

Notary Public, State of Texas

**TEMPORARY NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT
BETWEEN CITY OF SAN ANGELO AND CURRY AND COX, LLC**

APPROVED AS TO INSURANCE
REQUIREMENTS:

Charles Hagen,
Risk Manager

APPROVED AS TO FORM:

Dan T. Saluri,
Deputy CITY Attorney

APPROVED AS TO CONTENT:

Jon James, AICP
Director of Planning and Development Services

EXHIBIT "A"
Page 1 of 3
LEGAL DESCRIPTION OF LICENSED PREMISES
204 & 208 South Oakes Street
San Angelo, TX 76903

SUDDUTH SURVEYING

136 W. Twohig, Suite C, San Angelo, Texas 76903 (325) 277-0817

Myrl G Sudduth
Registered Professional Land Surveyor
Registered Professional Engineer (Inactive)

Grady Glyn Sudduth
Registered Professional Land Surveyor

EXHIBIT "A"

Field Notes – 204 South Oakes

278.11 square feet out of the John Braun Survey No. 323, Abstract No. 60, Tom Green County, Texas, and also being a portion of South Oakes Street adjacent to the west line of Block 3, Main Town Addition, City of San Angelo, Texas, as shown on the map or plat recorded in Volume B, Page 271, Deed Records, Tom Green County, Texas, and said 278.11 square feet being more particularly described by metes and bounds as follows;

BEGINNING at a point for the northeast corner of this tract and in the west line of Block 3, from whence the northwest corner of Block 3 bears N 19°48'14" W 57.03 feet;

THENCE S 19°48'14" E 39.73 feet along the west line of Block 3 and the east line of South Oakes Street to a point for the southeast corner of this tract;

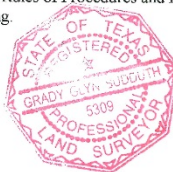
THENCE S 70°11'46" W 7.00 feet across the sidewalk to a point for the southwest corner of this tract;

THENCE N 19°48'14" W 39.73 feet along the west line of this tract to a point for the northwest corner of this tract;

THENCE N 70°11'46" E 7.00 feet to the place of beginning and containing 278.11 square feet;

Surveyed on the ground under my supervision according to the Minimum Standards of the Professional Land Surveying Practices Act and General Rules of Procedures and Practices set forth by the Texas Board of Professional Land Surveying.


Grady Glyn Sudduth
Registered Professional Land Surveyor No. 5309
July 28, 2017



FILE NAME: s oakes 204

EXHIBIT "A"
204 & 208 South Oakes Street
San Angelo, TX 76903
Page 2 of 3

SUDDUTH SURVEYING

136 W. Twohig, Suite C, San Angelo, Texas 76903 (325) 277-0817

Myrl G Sudduth
Registered Professional Land Surveyor
Registered Professional Engineer (Inactive)

Grady Glyn Sudduth
Registered Professional Land Surveyor

EXHIBIT "B"

Field Notes – 208 South Oakes

320.00 square feet out of the John Braun Survey No. 323, Abstract No. 60, Tom Green County, Texas, and also being a portion of South Oakes Street adjacent to the west line of Block 3, Main Town Addition, City of San Angelo, Texas, as shown on the map or plat recorded in Volume B, Page 271, Deed Records, Tom Green County, Texas, and said 320.00 square feet being more particularly described by metes and bounds as follows;

BEGINNING at a point for the northeast corner of this tract and in the west line of Block 3, from whence the northwest corner of Block 3 bears N 19°48'14" W 106.00 feet;

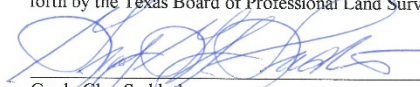
THENCE S 19°48'14" E 40.00 feet along the west line of Block 3 and the east line of South Oakes Street to a point for the southeast corner of this tract;

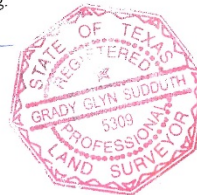
THENCE S 70°11'46" W 8.00 feet across the sidewalk to a point for the southwest corner of this tract;

THENCE N 19°48'14" W 40.00 feet along the west line of this tract to a point for the northwest corner of this tract;

THENCE N 70°11'46" E 8.00 feet to the place of beginning and containing 320.00 square feet;

Surveyed on the ground under my supervision according to the Minimum Standards of the Professional Land Surveying Practices Act and General Rules of Procedures and Practices set forth by the Texas Board of Professional Land Surveying.


Grady Glyn Sudduth
Registered Professional Land Surveyor No. 5309
July 28, 2017



FILE NAME: s oakes 208

EXHIBIT "B"
PROPOSED LOCATION OF LICENSED PREMISES
FLAMINGO FLATS
38 N. Chadbourne Street
San Angelo, TX 76903
Page 1 of 3



EXHIBIT "B"
PROPOSED LOCATION OF LICENSED PREMISES
PEEPSI'S BBQ
38 N. Chadbourne Street
San Angelo, TX 76903
Page 2 of 2



EXHIBIT "C"

TEMPORARY NONEXCLUSIVE SIDEWALK USE LICENSE AGREEMENT INSURANCE REQUIREMENTS

1. INDEMNIFICATION.

1.1 GENERAL INDEMNIFICATION. LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, OFFICIALS, AGENTS, GUESTS, INVITEES, CONSULTANTS AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, JUDGMENTS, COSTS, PENALTIES, FINES, DAMAGES, LOSSES, ATTORNEYS' FEES AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF LICENSEE OR CITY, BY REASON OF DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, RESULTING FROM OR ARISING OUT OF, THE VIOLATION OF ANY LAW OR REGULATION OR IN ANY MANNER ATTRIBUTABLE TO ANY ACT OF COMMISSION, OMISSION, NEGLIGENCE OR FAULT OF LICENSEE, ITS AGENTS OR EMPLOYEES, OR THE JOINT NEGLIGENCE OF LICENSEE AND ANY OTHER ENTITY, AS A CONSEQUENCE OF ITS EXECUTION OR PERFORMANCE OF THIS CONTRACT OR SUSTAINED IN OR UPON THE PREMISES, OR AS A RESULT OF ANYTHING CLAIMED TO BE DONE OR ADMITTED TO BE DONE BY LICENSEE HEREUNDER. THIS INDEMNIFICATION SHALL SURVIVE THE TERM OF THIS CONTRACT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE LICENSEE TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

1.3 PROSPECTIVE APPLICATION. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS CONTRACT SHALL SURVIVE THE EXPIRATION OF THIS CONTRACT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS CONTRACT BUT THEREAFTER SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST CLOSURE COSTS) COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF LICENSEE IN PERFORMING UNDER THIS CONTRACT.

2. Insurance.

2.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Licensee for the purpose of complying with this Contract.

2.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to CITY and with insurers licensed to do business in Texas. . Provider shall, at all times during the term hereof, maintain such insurance coverage with insurers licensed to do business in Texas, as may

be required by City, of the types and in the amounts specified herein. Every policy required 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 Provider. 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 License Agreement without thirty (30) calendar days prior written notice to City.

2.1.2 Named Insureds. All insurance policies required herein shall be drawn in the name of Licensee, with CITY, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

2.1.3 Waiver of Subrogation. Licensee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against CITY, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

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

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

2.1.6 Sub-Licensees' Insurance. Licensee shall cause each Sub-Licensee and Sub-Sub-Licensee of Licensee to purchase and maintain insurance of the types and in the amounts specified herein. Licensee shall require Sub-Licensees and Sub-sub-Licensees to furnish copies of certificates of insurance to Licensor's Risk Manager evidencing coverage for each Sub-Licensee and Sub-Sub-Licensee.

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

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

\$ 2,000,000.00 General Aggregate

\$ 1,000,000.00 Each Occurrence

2.2.2 Liquor Liability. In the event Licensee plans to distribute, serve, or sell alcoholic beverages, the Licensee shall obtain Liquor Liability coverage in the amount indicated below. The insurance shall protect the Licensee and the additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Licensee's employees) or damage to the property of others, which arises out of the sale or distribution of alcoholic beverages. Coverage shall be no less than:

\$1,000,000.00 Combined Single Limit, each occurrence

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 15, 2017

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending Chapter 1, Section IV, Subsection C, "Appeal to City Council" of the City's Land Development and Subdivision Ordinance to allow the Planning Director or Director of Public Works to appeal variances, granted or denied by the Planning Commission, to City Council - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The following is an amendment to the Land Development and Subdivision Ordinance that allows the Planning Director or Director of Public Works to appeal variances, granted or denied by the Planning Commission, to City Council.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their meeting on July 17, 2017. Commissioner Strilbing made a Motion to forward the proposed Text Amendment to City Council with NO RECOMMENDATION. Commissioner Smith seconded the Motion. The Motion passed unanimously, 7-0.

Attachments:

- | | |
|--------------------|--|
| 1. Staff Report | Memo_Chapter 9 Chapter 1_Council.docx |
| 2. Draft Ordinance | Ordinance_Chapter 9 Chapter 1_Council.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

MEMO

**Meeting**

Date: August 15, 2017
September 5, 2017

To: City Council

From: Jon C. James, AICP
Director

Request: Text Amendment to the Land Development and Subdivision Ordinance, Chapter 1, General Provisions, Section IV, Variances, Subsection C, Appeal to City Council

Background:

The following is an amendment to the Land Development and Subdivision Ordinance that allows the Planning Director or Director of Public Works to appeal variances, granted or denied by the Planning Commission, to City Council.

The Ordinance currently only allows a developer to make appeals of a subdivision decision or variances associated with a subdivision to City Council. In situations where either the Planning Director or Director of Public Works believe that City Council's input on a matter is needed, they are effectively prevented from doing so, per the current ordinance language. Both of these individuals represent important departments vital to ensuring the public's health, safety, and welfare. As such, they should have the ability to bring issues before Council which may affect the City, taxpayers, and existing and future residents.

The State of Texas' requirement that all subdivisions be decided within 30 days or less will not be affected by this proposed amendment. The Planning Commission will still be able to take action within the required 30 days, and a condition of approval will be made for each relevant case stipulating that

for any exaction made by the City, the granting of a variance by either the Planning Commission or City Council shall satisfy the request for that exaction and allow the subdivision to be ultimately recorded.

On June 21, 2017, the Development Task Force reviewed the proposed Text Amendment. There were no objections raised at that time and the consensus was to move the proposed language forward for Planning Commission and City Council review.

Planning Commission Action:

This request was considered by the Planning Commission at their meeting on July 17, 2017. Below is an excerpt from the meeting's unofficial minutes:

Mr. Jon James, Planning and Development Services Director, presented the proposed text amendment. He compared the City of San Angelo's Subdivision Ordinance with 22 other cities and indicated that most have City Council as the approval authority for subdivision (i.e. plat) variances. He also indicated that in only 25% of the cases, the Planning Division and Planning Commission differ in their variance recommendations. Mr. James stated that allowing the Planning and Public Works Directors the right to appeal plat variances to Council, instead of only the developer, was a positive step to make the process more efficient. It would also allow City Council the opportunity to weigh in on variance requests which could result in significant infrastructure improvements whose costs would be borne solely by the taxpayers and not the developer. Mr. James clarified the amendment would only apply to appeals of variances, not the plats themselves. He concluded his presentation by indicating that the City's Development Task Force had been presented the amendment and had expressed no objections.

Commissioner Crisp asked how this related to the zone change process. Mr. James responded that rezonings already go to City Council for final approval. He reminded the Commissioner that the amendment would only apply to plat variances.

Commissioner Farmer expressed concerns that the Planning Commission's authority may be reduced if subdivision variance decisions could now be appealed by staff. Mr. James reiterated that most of the other 22 cities researched already have plats or plat variances go to City Council for approval, and that Planning Commission at present is only a

recommendation body for most of the decisions before them. He explained the importance of an appeal process for variances given that these decisions often relate to expenditures using taxpayer money from the General Fund.

Mr. Rick Weise, Assistant City Manager, expressed concerns about liability for the City with plat variances, and why most cities allow appeals to Council, the elected body responsible for financial decision-making.

Chairperson Priess asked why the Planning Commission was going to vote on this item if Council will be the body making the final decision on the amendment. Mr. James responded that the Commission had the option to make no recommendation to Council on the matter.

Council Member Harry Thomas indicated that sometimes variances granted by the Planning Commission can put the City at financial risk, but thanked the Commission for their hard work.

Commissioner Strilbing made a Motion to forward the proposed Text Amendment to City Council with NO RECOMMENDATION. Commissioner Smith seconded the Motion. The Motion passed unanimously, 7-0.

Attachment:

Proposed Land Development and Subdivision Ordinance Amendment

CHAPTER 1 GENERAL PROVISIONS

SECTION IV: VARIANCES

C. Appeal to City Council. Action taken by the Planning Commission on a requested variance from the terms of this Ordinance shall be considered the final decision on said request, unless that decision is appealed to City Council by the developer or City ~~which is hereby~~ in which case the City Council is authorized to reverse, modify or affirm any such decision of the Planning Commission. Notwithstanding procedural requirements of the City Charter, a simple majority vote of City Council members present shall be necessary to reverse or modify such decision of the Planning Commission.

1. An appeal of action taken by the Planning Commission on a requested variance must be made in writing, signed by the developer, or by the Director of Planning or Director of Public Works if the appeal is by the City, and provided to received in the office of the Director of Planning within thirty (30) days following the Planning Commission's action.
2. ~~This appeal must be presented to the City Council within thirty (30) days following the Director of Planning's receipt of such appeal.~~ The City Council shall consider an appeal within thirty (30) days following the timely receipt of the written appeal by the office of the Director of Planning.

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 12 “PLANNING AND DEVELOPMENT,” EXHIBIT “C” “LAND DEVELOPMENT AND SUBDIVISION ORDINANCE,” CHAPTER 1 “GENERAL PROVISIONS,” SECTION IV “VARIANCES,” BY AMENDING PROVISION FOR APPEAL OF PLANNING COMMISSION ACTION ON REQUESTS FOR VARIANCE, PERMITTING APPEAL BY THE DEVELOPER OR CITY; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the Land Development and Subdivision ordinance provides for appeal by the developer to City Council from action of the Planning Commission on developer’s request for variance; and,

WHEREAS, the interest of the public is served by permitting appeal to the City Council of action of the Planning Commission by the developer or by the City;

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

Section 1. That Chapter 12 “Planning and Development,” Exhibit “C” “Land Development and Subdivision Ordinance,” Chapter 1 “General Provisions,” Section IV “Variances” is hereby amended by restating in its entirety subpart “C” entitled “Appeal to City Council” to read as follows:

“C. Appeal to City Council. Action taken by the Planning Commission on a requested variance from the terms of this Ordinance shall be considered the final decision on said request, unless that decision is appealed to City Council by the developer or city, in which case the City Council is authorized to reverse, modify or affirm any such decision of the Planning Commission. Notwithstanding procedural requirements of the City Charter, a simple majority vote of City Council members present shall be necessary to reverse or modify such decision of the Planning Commission.

1. An appeal of action taken by the Planning Commission on a requested variance must be made in writing, signed by the developer, or by the Director of Planning or Director of Public Works if the appeal is by the City, and received in the office of the Director of Planning within thirty (30) days following the Planning Commission’s action.
2. The City Council shall consider an appeal within thirty (30) days following the timely receipt of the written appeal by the office of the Director of Planning.”

Section 2. The remaining provisions of Chapter 12, Exhibit “C,” Chapter 1, Section IV “Variances,” of the Code of Ordinances of the City of San Angelo, Texas, not amended hereby shall remain in full force and effect.

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 15th day of August, 2017, and finally PASSED, APPROVED AND ADOPTED on this the 5th day of September, 2017.

THE CITY OF SAN ANGELO

ATTEST:

BY: _____
Brenda Gunter, Mayor

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: August 15, 2017

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending Chapter 12, Article 12.03 Division 2 of the City Code of Ordinances and Chapter 12, Article 3 of Exhibit "A," City's Zoning Ordinance to allow for an approval process for manufactured homes to be placed on residentially-zoned properties with additional development standards - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The following is an amendment to the Code of Ordinances, including the Zoning Ordinance, that would allow for manufactured homes to be placed on lots of record zoned Single-Family Residential (RS-1), Two-Family Residential (RS-2), or Ranch & Estate (R&E) with Special Use approval from City Council. Furthermore, additional standards have been added addressing tie-downs/anchorage, skirting, and a requirement to have applicable manufactured homes have a value equal to or greater than the median taxable value for nearby single-family dwellings.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their meeting on July 17, 2017. Commissioner Crisp made a Motion to recommend APPROVAL of the Text Amendment to allow manufactured housing with a Special Use, only on properties that already have manufactured or mobile homes and where these homes are being replaced. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 7-0.

Attachments:

- | | | |
|----|-----------------|--|
| 1. | Staff Report | Memo_ZO Manufactured Homes_Council_FINAL.docx |
| 2. | Draft Ordinance | Ordinance_ZO Manufactured Homes_Council (1).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
Bryan Kendrick

Approved
Final Approval

MEMO



Meeting

Date: August 15, 2017
September 5, 2017

To: City Council

From: Jon C. James, AICP
Director

Request: Text Amendment to Chapter 12, Planning & Development, Article 12.03 Manufactured Homes and Mobile Homes, Division 2, Code of Ordinances

and

Text Amendment to Chapter 12, Planning & Development, Article 3, of Exhibit "A," Zoning Ordinance

Background:

The following is an amendment to the Code of Ordinances, including the Zoning Ordinance, that would allow for manufactured homes to be placed on lots of record zoned Single-Family Residential (RS-1), Two-Family Residential (RS-2), or Ranch & Estate (R&E) with Special Use approval from City Council. Furthermore, additional standards have been added addressing tie-downs/anchorage, skirting, and a requirement to have applicable manufactured homes have a value equal to or greater than the median taxable value for nearby single-family dwellings.

On June 20, 2017, City Council directed staff to revisit the applicable sections of the City's Code of Ordinances and provide text amendments that would allow for manufactured homes to be placed on residential lots zoned other than Manufactured Housing Park (MHP) or Manufactured Housing Subdivision (MHS). Council expressed a desire to establish

criteria, consistent with those recently approved for modular homes, that could be used to review the appropriateness of each case, while also maintaining the integrity of the neighborhood they would be placed in. Finally, they also indicated that they wished that the final decisions on the matter be brought to Council for final approval.

Article 12.03 of the Code of Ordinances currently only addresses tie-down/anchoring and skirting for manufactured homes in general terms, with distinctions only for those homes on sites for more than 120 days or those displayed for sale by a dealership and/or retailer. It also sets out a process by which these homes may be temporarily installed on a site during the construction or reconstruction of a home or building on the same site, subject to City Council approval. None of these provisions are proposed to change.

Staff is proposing that a Certificate of Occupancy not be issued for any manufactured home placed on property zoned RS-1, RS-2, or R&E that is not skirted or that is not securely fixed to a permanent foundation, in accordance with City standards. This provision is consistent with similar requirements approved by City Council for modular homes on May 2, 2017.

Finally, a clean-up of the language of the definitions subsection of the same article is proposed as the current wording of the remainder of the section makes it redundant.

In the Zoning Ordinance, Article 5 currently only allows manufactured homes to be placed on properties zoned MHP or MHS. Staff is proposing that three other zoning districts be considered as well, namely the RS-1, RS-2, and R&E districts. Properties in these districts would be eligible to apply for a Special Use to allow for a manufactured home to be placed on the site. The remaining three residential zoning districts, Zero Lot Line, Twinhome and Townhome Residential (RS-3), Low Rise Multifamily Residential (RM-1), and High Rise Multifamily Residential (RM-2), are in staff's opinion, inappropriate for such dwellings.

Based on the recommendation of the Planning Commission, to be eligible for the Special Use, the manufactured home must be replacing an existing or previous mobile home or a manufactured home on the premises. The pre-existing mobile or manufactured home must have been present on the property within a year (365 days) of the date of the application. And as with other types of homes built, any proposed site must meet all minimum requirements for development in that particular zoning district.

In this same manner, staff is also proposing the addition of a requirement that the manufactured home, in certain circumstances, maintain the median

taxable value for nearby single-family dwellings in the area. Moreover, the identical requirement that the homes comply with City building setbacks, subdivision control, square footage, and other site requirements applicable for the applicable zoning district and housing type is proposed as well.

Planning Commission Action:

This request was considered by the Planning Commission at their meeting on July 17, 2017. Below is an excerpt from the meeting's unofficial minutes:

Mr. Jon James, Planning and Development Services Director, presented the proposed text amendment. He indicated that City Council had directed Planning Staff to bring an ordinance amendment to allow manufactured homes to be considered on a case by case basis in districts for single family homes. He further indicated that before 2000, a Special Use was an option for manufactured homes, but after then, this option was taken away and these homes had to be located in specific zoning districts that allowed the use. Mr. James then explained the details of the new text amendment, which included an option to allow manufactured homes on a case by case basis in the R&E, RS-1, and RS-2 zoning districts, that they must be skirted and secured to the property, and must maintain the median taxable value of nearby single-family dwellings in the area.

Commissioner Crisp expressed his support for the new Ordinance.

Commissioner Stribling stated that he believed the Ordinance was a bad idea. He cited his reasons for opposing the Ordinance which included concerns about depreciating property values in single-family residential areas.

Commissioner Farmer expressed his support for consideration of manufactured homes on a case-by-case basis.

Commissioner Stribling replied by indicating that he believed approving this amendment could set a negative precedent.

Chairperson Priess added that even if the amendment was approved, there would be no guarantee that all proposed manufactured homes would be approved, because decisions would be made on a case-by-case basis.

Planning Manager, Rebeca Guerra, indicated that Planning Staff currently received approximately 3-5 inquiries per week to place a manufacturing home on a residential lot. She stated that the advantage of requiring a

Special Use would allow conditions to be placed on these approvals and determine if there were appropriate for the area.

Mr. James added that the Commission had the option to make other recommendations if it choose, including limiting a manufactured housing option only where it was replacing an existing manufactured or mobile home.

Commissioner Stribling indicated that he could support an amendment that only allowed a manufactured home replacing an existing one, but not in any other case.

Commissioner Crisp made a Motion to recommend APPROVAL of the Text Amendment to allow manufactured housing with a Special Use, only on properties that already have manufactured or mobile homes and where these homes are being replaced. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 7-0.

Attachment:

Proposed Text Amendment

CHAPTER 12 PLANNING AND DEVELOPMENT

ARTICLE 12.03 MANUFACTURED HOMES AND MOBILE HOMES

Division 2. Mobile Homes and Manufactured Homes

~~Section 12.03.031~~ Definitions

~~As used in this division, the term “mobile home” shall be interpreted to mean and include “manufactured homes.”~~

Section 12.03.032~~1~~ Tie-downs; anchorage

All mobile homes (including manufactured homes), whether located in mobile home parks or subdivisions, or on private lots, which have been in place for a period greater than one hundred twenty (120) days shall be tied down and anchored in accordance with State standards. No Certificate of Occupancy shall be issued for any manufactured home placed on property zoned RS-1, RS-2, or R&E after September 4, 2017, that is not securely fixed to a permanent foundation in accordance with City standards.

Section 12.03.033~~2~~ Skirting

- (a) All manufactured homes and mobile homes for use as a dwelling in any area determined appropriate by the municipality, including a subdivision, planned unit development, single lot and rental community or park, which have been in place for a period greater than one hundred twenty (120) days, shall be skirted in accordance with the official code of the City. No Certificate of Occupancy shall be issued for any manufactured home placed on property zoned RS-1, RS-2, or R&E, after September 4, 2017, that is not skirted in accordance with the official code of the City.
- (b) Exception: There is excepted from this provision any manufactured home or mobile home displayed for sale by a manufactured home or mobile home dealership and/or retailer licensed under the Texas Occupations Code, Chapter 1201 Manufactured Housing, Section 1201.101, and meeting all city ordinances, in this instance, no skirting shall be required.

Section 12.03.0343 Temporary manufactured home, mobile home or building installation

- (a) A manufactured home, mobile home or building may be temporarily installed on a site, during the construction or reconstruction of a home or building on the same site, with permission of the city council.
- (b) Said permission may be granted for a period of up to one year after notification of property owners within two hundred feet (200') of the proposed site and a hearing before the city council.
- (c) Any request for installation of a manufactured home, mobile home or building which would remain for more than one year shall first be heard by the planning commission after notification of property owners within two hundred feet (200') of the proposed site. The planning commission shall forward its recommendation to the city council for final action at a regular meeting of said council.
- (d) No request shall be heard until the appropriate fee, as established by the city council, is paid.
- (e) Where this section conflicts with the zoning regulations of the city, this section shall control.

CHAPTER 12 PLANNING AND DEVELOPMENT

EXHIBIT A ZONING ORDINANCE

Article 3 Use Regulations

Section 311. Residential Structure Types

Household and Group Living uses must comply with the following table in regard to location of individual structure types. Residential uses allowed in nonresidential districts may be housed in any type of residential structure except single-family detached and mobile and manufactured homes. All structure types are defined in Article 8, and additional standards are included in Section 501 for zero lot line dwellings, twinhomes and townhouses.

	Zoning District							
Structure Type	R&E	RS1	RS2	RS3	RM1	RM2	MHP	MHS
Single-Family Detached	A	A	A	-	A	-	-	A
Accessory Apartment	-	-	A	-	A	-	-	-
Two-Family Dwelling	-	-	A	-	A	-	-	-
Zero Lot Line Dwelling*	-	-	-	A	A	-	-	-
Twinhome*	-	-	-	A	A	-	-	-
Townhouse*	-	-	-	A	A	-	-	-
Multifamily Dwelling	-	-	-	-	A	A	-	-
Manufactured Home	<u>S***</u>	<u>S***</u>	<u>S***</u>	-	-	-	A	A
Mobile Home	-	-	-	-	-	-	A	-
Group Living Structure**	-	-	-	-	A	A	-	-

*Refer to Section 501 for additional standards.

**Structure type allowed only with approved group living use.

***Refer to Section 501F and Article 12.03 for additional standards.

CHAPTER 12 PLANNING AND DEVELOPMENT
EXHIBIT A ZONING ORDINANCE
Article 5 General Development Standards

Section 501. Residential District Standards

Except as specifically provided elsewhere in this Zoning Ordinance, dwelling height and building density shall be not more than, and yards and lot size shall not be less than are specified in the Table below for the type of use in the district in which such use is located.

A. Residential District Regulations. Development in residential districts shall conform to the following regulations.

Development Standard	Single-Family				Multifamily		Manufactured	
	R&E	RS-1	RS-2	RS-3	RM-1	RM-2	MHP	MHS
Minimum Lot Area (sq. ft.) [1]								
Single-Family Unit	43,560	5,000	5,000	-	5,000	-	-	-
Two-Family Unit	-	-	6,500	-	6,500	-	-	-
Zero Lot Line or Twinhome Unit	-	-	-	2,500	2,500	-	-	-
Townhouse Unit	-	-	-	1,875	1,875	-	-	-
Multifamily Project or Group Home	-	-	-	-	7,000	20,000	-	-
Manufactured Home	43,560	5,000	5,000	-	-	-	[6]	4,600
Mobile Home	-	-	-	-	-	-	[6]	-
Minimum Lot Dimensions (feet in width x feet in depth)								
Single-Family Unit	150x150	50x100	50x100	-	50x100	-	-	-
Two-Family Unit	-	-	50x100	-	50x100	-	-	-
Zero Lot Line or Twinhome Unit	-	-	-	40x60	40x60	-	-	-
Townhouse Unit	-	-	-	25x75	25x75	-	-	-
Multifamily Project or Group Home	-	-	-	-	60x100	100x150	-	-

Manufactured Home	<u>150x150</u>	<u>50x100</u>	<u>50x100</u>	-	-	-	[6]	40x100
Mobile Home	-	-	-	-	-	-	[6]	-
Minimum Front Yard (feet)	40	25	25	15	[2]	25	20	25
Minimum Side Yard (feet)								
One side yard (minimum)	15	5	5	[3]	[3]	10	20	5
The other side yard (minimum)	15	5	5			10	20	5
Minimum Rear Yard (feet)	20	[4]	[4]	10	[5]	20	20	20
Maximum Floor Area Ratio	.20	.40	.50	.60	.75	1.00	-	.40
Maximum Height								
In feet	35	35	35	35	35	-	-	-
In stories	2-1/2	2-1/2	2-1/2	2-1/2	2-1/2	-	-	-
Maximum Density (units/gross acre)	-	-	-	-	25	35	10	-

F. Additional standards for manufactured homes in the RS-1, RS-2, or R&E Zoning Districts after September 5, 2017

- (a) Notwithstanding any previous Special Use or Special Permit approvals by Council, an applicant that seeks to place a manufactured home on a property zoned RS-1, RS-2, or R&E after September 5, 2017, shall be required to obtain Special Use approval from City Council. Properties within these districts must have had a previous mobile home or manufactured home on its premises within one year (365 days) of the date of the application for a Special Use to the Planning Director, or his designee.
- (b) All manufactured homes shall comply with city building setbacks, subdivision control, square footage, and other site requirements applicable for the applicable Zoning District and housing type.

- (c) Any property owner or authorized agent who intends to construct, erect, install, or move a manufactured home onto a lot shall first receive Special Use approval from city council. Once Special Use approval has been granted, an application to the Building Official shall be made to obtain the required permits.
- (d) If the manufactured home is the principal single-family dwelling on a lot:
1. It shall have a value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the outer boundaries of the lot on which the manufactured home is proposed to be located, as determined by the most recent certified tax appraisal roll for the county. For purposes of this subsection, "value" shall mean the taxable value of the manufactured home and lot after installation of the home.
 2. If no single-family dwellings exist within 500 feet of the outer boundaries of the lot, the property owner shall not be required to demonstrate comparable value.
 3. If there are existing single-family dwellings, the Planning Director shall determine compliance with comparable value after the property owner has provided a list of the addresses and current tax valuations of all existing single-family dwellings within 500 feet of the lot on which the manufactured home will be located and a statement from the tax assessor or a competent appraiser of the taxable value that the lot and manufactured home will have after installation.

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 12, "PLANNING AND DEVELOPMENT," ARTICLE 12.03 "MANUFACTURED HOMES AND MOBILE HOMES," ADDING REQUIREMENTS FOR ANCHORING AND SKIRTING; AMENDING EXHIBIT A "ZONING ORDINANCE," ARTICLE 311 "RESIDENTIAL STRUCTURE TYPES," TO PERMIT MANUFACTURED HOME AS A SPECIAL USE IN R&E, RS-1 AND RS-2 ZONING DISTRICTS; AMENDING EXHIBIT A "ZONING ORDINANCE," SECTION 501 "RESIDENTIAL DISTRICT STANDARDS" TO PROVIDE MINIMUM LOT AREA AND MINIMUM LOT DIMENSIONS FOR MANUFACTURED HOMES IN R&E, RS-1, AND RS-2 ZONING DISTRICTS, AND PROVIDING ADDITIONAL STANDARDS FOR MANUFACTURED HOMES IN THOSE ZONES; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, there currently exists within the City legal nonconforming mobile or manufactured homes within R&E, RS-1, and RS-2 Zoning Districts that property owners would like the opportunity to upgrade to newer manufactured homes in a manner that would be an improvement to neighborhoods;

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

Section 1. That Chapter 12, "Planning and Development," Article 12.03 "Manufactured Homes and Mobile Homes," Section 12.03.031 is restated in its entirety to read as follows:

"Section 12.03.031 Tie-downs; anchorage

All mobile homes (including manufactured homes), whether located in mobile home parks or subdivisions, or on private lots, which have been in place for a period greater than one hundred twenty (120) days shall be tied down and anchored in accordance with State standards. No Certificate of Occupancy shall be issued for any manufactured home placed on property zoned RS-1, RS-2, or R&E after September 4, 2017, that is not securely fixed to a permanent foundation in accordance with City standards."

Section 2. That Chapter 12, "Planning and Development," Article 12.03 "Manufactured Homes and Mobile Homes," Section 12.03.032 is restated in its entirety to read as follows:

"Section 12.03.032 Skirting

- (a) All manufactured homes and mobile homes for use as a dwelling in any area determined appropriate by the municipality, including a subdivision, planned unit development, single lot and rental community or park, which have been in place for a period greater than one hundred twenty (120) days, shall be skirted in accordance with the official code of the City. No Certificate of Occupancy shall be issued for any manufactured home

placed on property zoned RS-1, RS-2, or R&E, after September 4, 2017, that is not skirted in accordance with the official code of the City.

- (b) Exception: There is excepted from this provision any manufactured home or mobile home displayed for sale by a manufactured home or mobile home dealership and/or retailer licensed under the Texas Occupations Code, Chapter 1201 Manufactured Housing, Section 1201.101, and meeting all city ordinances, in this instance, no skirting shall be required.”

Section 3. That Chapter 12, “Planning and Development,” Article 12.03 “Manufactured Homes and Mobile Homes,” “Section 12.03.034 “Temporary manufactured home, mobile home or building installation” is re-designated as Section 12.03.033 “Temporary manufactured home, mobile home or building installation.”

Section 4. That Chapter 12, “Planning and Development,” Exhibit A “Zoning Ordinance,” Article 3 “Use Regulations,” Section 311 “Residential Structure Types” is amended by restating said section in its entirety adding to the Manufactured Home designation Special Use in the R&E, RS-1, and RS-2 Zoning Districts, to read as follows:

“Section 311. Residential Structure Types

Household and Group Living uses must comply with the following table in regard to location of individual structure types. Residential uses allowed in nonresidential districts may be housed in any type of residential structure except single-family detached and mobile and manufactured homes. All structure types are defined in Article 8, and additional standards are included in Section 501 for zero lot line dwellings, twinhomes and townhouses.

	Zoning District							
Structure Type	R&E	RS1	RS2	RS3	RM1	RM2	MHP	MHS
Single-Family Detached	A	A	A	-	A	-	-	A
Accessory Apartment	-	-	A	-	A	-	-	-
Two-Family Dwelling	-	-	A	-	A	-	-	-
Zero Lot Line Dwelling*	-	-	-	A	A	-	-	-
Twinhome*	-	-	-	A	A	-	-	-
Townhouse*	-	-	-	A	A	-	-	-
Multifamily Dwelling	-	-	-	-	A	A	-	-
Manufactured Home	<u>S***</u>	<u>S***</u>	<u>S***</u>	-	-	-	A	A
Mobile Home	-	-	-	-	-	-	A	-
Group Living Structure**	-	-	-	-	A	A	-	-

*Refer to Section 501 for additional standards.

**Structure type allowed only with approved group living use.

***Refer to Section 501F and Article 12.03 for additional standards.”

Section 5. That Chapter 12, “Planning and Development,” Exhibit A “Zoning Ordinance,” Article 5 “General Development Standards, Section 501 “Residential District Standards,” Subpart “A.” “Residential District Standards,” is amended by restating said subsection in its entirety adding to the Manufactured Home designation specified minimum lot area and specified Minimum Lot Dimensions in the R&E, RS-1, and RS-2 Zoning Districts, to read as follows:

“Section 501. Residential District Standards

Except as specifically provided elsewhere in this Zoning Ordinance, dwelling height and building density shall be not more than, and yards and lot size shall not be less than are specified in the Table below for the type of use in the district in which such use is located.

A. Residential District Regulations. Development in residential districts shall conform to the following regulations.

Development Standard	Single-Family				Multifamily		Manufactured	
	R&E	RS-1	RS-2	RS-3	RM-1	RM-2	MHP	MHS
Minimum Lot Area (sq. ft.) [1]								
Single-Family Unit	43,560	5,000	5,000	-	5,000	-	-	-
Two-Family Unit	-	-	6,500	-	6,500	-	-	-
Zero Lot Line or Twinhome Unit	-	-	-	2,500	2,500	-	-	-
Townhouse Unit	-	-	-	1,875	1,875	-	-	-
Multifamily Project or Group Home	-	-	-	-	7,000	20,000	-	-
Manufactured Home	<u>43,560</u>	<u>5,000</u>	<u>5,000</u>	-	-	-	[6]	4,600
Mobile Home	-	-	-	-	-	-	[6]	-
Minimum Lot Dimensions (feet in width x feet in depth)								
Single-Family Unit	150x150	50x100	50x100	-	50x100	-	-	-
Two-Family Unit	-	-	50x100	-	50x100	-	-	-
Zero Lot Line or Twinhome Unit	-	-	-	40x60	40x60	-	-	-
Townhouse Unit	-	-	-	25x75	25x75	-	-	-
Multifamily Project or Group Home	-	-	-	-	60x100	100x150	-	-
Manufactured Home	<u>150x150</u>	<u>50x100</u>	<u>50x100</u>	-	-	-	[6]	40x100
Mobile Home	-	-	-	-	-	-	[6]	-
Minimum Front Yard (feet)	40	25	25	15	[2]	25	20	25

Minimum Side Yard (feet)								
One side yard (minimum)	15	5	5	[3]	[3]	10	20	5
The other side yard (minimum)	15	5	5			10	20	5
Minimum Rear Yard (feet)	20	[4]	[4]	10	[5]	20	20	20
Maximum Floor Area Ratio	.20	.40	.50	.60	.75	1.00	-	.40
Maximum Height								
In feet	35	35	35	35	35	-	-	-
In stories	2-1/2	2-1/2	2-1/2	2-1/2	2-1/2	-	-	-
Maximum Density (units/gross acre)	-	-	-	-	25	35	10	-

“

Section 6. That Chapter 12, “Planning and Development,” Exhibit A “Zoning Ordinance,” Article 5 “General Development Standards,” Section 501 “Residential District Standards,” Subparts “F” through “J” are re-designated as subparts “G” through “K” and a new subpart “F” is added to read as follows:

“Section 501. Residential District Standards

F. Additional standards for manufactured homes in the RS-1, RS-2, or R&E Zoning Districts after September 5, 2017:

- (a) Notwithstanding any previous Special Use or Special Permit approvals by Council, an applicant that seeks to place a manufactured home on a property zoned RS-1, RS-2, or R&E after September 5, 2017, shall be required to obtain Special Use approval from City Council. Properties within these districts must have had a previous mobile home or manufactured home on its premises within one year (365 days) of the date of the application for a Special Use to the Planning Director, or his designee.

- (b) All manufactured homes shall comply with city building setbacks, subdivision control, square footage, and other site requirements applicable for the applicable Zoning District and housing type.
- (c) Any property owner or authorized agent who intends to construct, erect, install, or move a manufactured home onto a lot shall first receive Special Use approval from city council. Once Special Use approval has been granted, an application to the Building Official shall be made to obtain the required permits.
- (d) If the manufactured home is the principal single-family dwelling on a lot:
 - 1. It shall have a value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the outer boundaries of the lot on which the manufactured home is proposed to be located, as determined by the most recent certified tax appraisal roll for the county. For purposes of this subsection, "value" shall mean the taxable value of the manufactured home and lot after installation of the home.
 - 2. If no single-family dwellings exist within 500 feet of the outer boundaries of the lot, the property owner shall not be required to demonstrate comparable value.
 - 3. If there are existing single-family dwellings, the Planning Director shall determine compliance with comparable value after the property owner has provided a list of the addresses and current tax valuations of all existing single-family dwellings within 500 feet of the lot on which the manufactured home will be located and a statement from the tax assessor or a competent appraiser of the taxable value that the lot and manufactured home will have after installation.”

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 15th day of August, 2017, and finally PASSED, APPROVED AND ADOPTED on this the 5th day of September, 2017.

THE CITY OF SAN ANGELO

ATTEST:

BY: _____
Brenda Gunter, Mayor

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: August 15, 2017

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending Chapter 5, Article 5.02 Alcohol and Beverage Regulations of the City Code of Ordinances to add a minimum 300-foot separation for the sale of any alcoholic beverage, liquor, beer, wine, or vinous liquor from a church- (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The attached is an amendment to Chapter 5, Article 5.02 of the San Angelo Code of Ordinances, Alcohol and Beverage Regulations, to introduce a minimum separation for the sale of any alcoholic beverage, liquor, beer, wine or vinous liquor from a church.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Planning Commission at their meeting on July 17, 2017. Commissioner Spano made a Motion to recommend DENIAL of the Text Amendment. Commissioner Smith seconded the Motion. The Motion to recommend DENIAL passed 4-3, with Commissioners Spano, Smith, Stribling, and Priess voting for the denial, and Commissioners Jackson, Farmer, and Crisp voting for approval of the amendment.

Based on the denial recommendation by the Planning Commission, a three-fourths super-majority vote by the City Council will be required to approve this item.

Attachments:

- | | | |
|----|-----------------|---|
| 1. | Staff Report | Memo_Churches & Liquor Licenses_Council.docx |
| 2. | Draft Ordinance | Ordinance_Churches & Liquor Licenses_Council (1).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
Bryan Kendrick

Approved
Final Approval

MEMO

**Meeting**

Date: August 15, 2017
September 5, 2017

To: City Council

From: Jon C. James, AICP
Director

Request: Text Amendment to Chapter 5, Article 5.02 of the San Angelo Code of Ordinances, Alcohol and Beverage Regulations

Background:

The attached is an amendment to Chapter 5, Article 5.02 of the San Angelo Code of Ordinances, Alcohol and Beverage Regulations, to introduce a minimum separation for the sale of any alcoholic beverage, liquor, beer, wine or vinous liquor from a church.

On November 21, 2016, the Planning & Development Services Department coordinated a discussion with the Planning Commission in order to solicit feedback regarding the addition of a 300-foot setback requirement for churches. During that meeting, staff informed the Commission that the Texas Alcoholic Beverage Code, Section 109.33 "SALES NEAR SCHOOL, CHURCH, OR HOSPITAL" allows municipalities to prohibit the sale of alcoholic beverages by a dealer whose place of business is within 300 feet of a church. Staff also provided a list to the Commissioners of ten other nearby cities which had already included this restriction in their Code of Ordinances. These cities were: Abilene, Arlington, Amarillo, Andrews, Big Springs, Kerrville, Lubbock, Midland, Odessa, and Wichita Falls.

During the Commission meeting, a pastor in the Blackshear neighborhood spoke in favor of the additional distance requirement, indicating that while he was not against bars or liquor stores in general, their proximity to churches was troubling. Several Commissioner expressed their desire to have the matter return in the form of a text amendment for review and decision.

Section 5.02.033 currently only requires that any place of business for the sale of any alcoholic beverage, liquor, beer or wine, and vinous liquor be a minimum of three hundred feet (300') from any tax-supported elementary or secondary public school. Staff is proposing that churches be added so that alcohol sales would also not be allowed within 300 feet of such a use. Given the compact and urban nature of development in the downtown area, as well as the proliferation of bars and churches already co-existing in the area, staff is also proposing that this section not apply to churches that have a zoning designation of Central Business District (CBD). Lastly, the "grandfather" clause has been stricken as it will legalize any use implemented after initial adoption of the restriction as to the location of schools. Any existing legal use will become legally nonconforming under the Zoning Ordinance without providing for such additional right in this amendment.

Planning Commission Action:

This request was considered by the Planning Commission at their meeting on July 17, 2017. Below is an excerpt from the meeting's unofficial minutes:

Ms. Rebeca Guerra, Planning Manager, presented the proposed text amendment. She indicated that State Statute allows counties and municipalities to establish minimum distance requirements to churches and schools from establishments that sell alcohol. Ms. Guerra further indicated that at least 10 other nearby cities in Texas also have a 300-foot distance requirement from churches. She outlined the proposed text amendment which would now require establishments selling alcohol to be at least 300 feet from churches, unless these churches are located in the City's Central Business District (CBD) zone.

Commissioner Spano asked why this was an issue and expressed his opposition to the change. Commissioner Smith agreed with Commissioner Spano and also expressed his opposition. Commissioner Crisp asked why this item was brought forward for discussion.

Ms. Guerra responded that a local pastor and several neighbors had experienced problems related to an existing bar in their neighborhood. As a result, staff had been directed by a Council member to review the issue and propose changes to the Ordinance. She reminded the Planning Commission that they had the option to recommend approval or denial of the proposed amendment.

Commissioner Spano reiterated his opposition to the amendment and that he did not believe that the Planning Commission and the City were responsible for regulating individual behavior. He indicated that if there was an incident in future, that this would be a private issue to be resolved between the church, bar, and the police.

Commissioner Crisp asked Ms. Guerra what would happen to existing businesses selling alcohol and if they could be required to shut down.

Ms. Guerra responded that any existing business selling alcohol within 300 feet of a church would become legally non-conforming and would be allowed to continue. She indicated, however, that if a legal non-conforming business ceased to operate for more than 12 months, they would lose this status and would then have to comply with the setback requirements.

Commissioner Spano made a Motion to recommend DENIAL of the Text Amendment. Commissioner Smith seconded the Motion. The Motion to recommend DENIAL passed 4-3, with Commissioners Spano, Smith, Stribling, and Priess voting for the denial, and Commissioners Jackson, Farmer, and Crisp voting for approval of the amendment.

Attachment: Proposed Text Amendment

CHAPTER 5 BUSINESS AND COMMERCE

ARTICLE 5.02 ALCOHOLIC BEVERAGES REGULATIONS

Division 2. License

Section 5.02.033 Prohibited licenses

No license authorizing the sale of any alcoholic beverage, liquor, beer or wine and vinous liquor shall be issued to any dealer where the place of business of any such dealer is within the corporate limits of the city and is within three hundred feet (300') of any church or tax-supported elementary or secondary public school. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public school shall be in a direct line from the property line of the church or public school to the property line of the place of business, and in a direct line across intersections. Provided that this section shall not apply ~~to any dealer whose place of business is within three hundred feet (300') of any religious institution or tax-supported elementary or secondary school as of the date of this article or to any of their successors within the Central Business District (CBD).~~

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 5 "BUSINESS AND COMMERCE", ARTICLE 5.02, "ALCOHOLIC BEVERAGES REGULATIONS," SECTION 5.02.033 "PROHIBITED LICENSES" ADDING A PROVISION THAT NO LICENSE AUTHORIZING THE SALE OF ANY ALCOHOLIC BEVERAGE BE ISSUED TO ANY DEALER WHERE THE PLACE OF BUSINESS IS WITHIN THREE HUNDRED FEET OF A CHURCH AND ADDING AN EXEMPTION FOR THE CENTRAL BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the Texas State Alcoholic Beverage Code permits a municipality to prohibit the sale of alcoholic beverages by a dealer whose place of business is within 300 feet of a church;

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

Section 1. That Chapter 5, 'Business and Commerce', Article 5.02 "Alcoholic Beverages Regulations," Section 5.02.033 "Prohibited Licenses" is amended in its entirety to read as follows:

"No license authorizing the sale of any alcoholic beverage, liquor, beer or wine and vinous liquor shall be issued to any dealer where the place of business of any such dealer is within the corporate limits of the city and is within three hundred feet (300') of any church or tax-supported elementary or secondary public school. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public school shall be in a direct line from the property line of the church or public school to the property line of the place of business, and in a direct line across intersections. Provided that this section shall not apply to any dealer whose place of business is within three hundred feet (300') of any religious institution or tax-supported elementary or secondary school as of the date of this article or to any of their successors within the Central Business District (CBD).

Section 2. 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 3. This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the 15th day of August, 2017, and finally PASSED, APPROVED AND ADOPTED on this the 5th day of September, 2017.

THE CITY OF SAN ANGELO

ATTEST:

BT: _____
Brenda Gunter, Mayor

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: August 15, 2017

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending the City Code of Ordinances, Chapter 4, Section 4.04.035, Concrete and Foundation Construction, which would introduce a procedure for ensuring the accurate placement of residential building foundations - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

The attached is an amendment to Chapter 4, Building & Construction, Section 4.04.035 of the San Angelo Code of Ordinances, to introduce a procedure for ensuring the accurate placement of residential building foundations based on the curvature of the subject site.

Financial Impact:

N/A

Other Information/Recommendation:

This request was considered by the Zoning Board of Adjustment at their meeting on June 5, 2017. Vice-Chair Rork made a Motion to forward a positive recommendation to City Council, and the Motion was seconded by Board Member John. The Motion passed 6-1, with Board member Morales in opposition.

Attachments:

- | | |
|--------------------|---------------------------------------|
| 1. Staff Report | Memo_Form Surveys (Council).docx |
| 2. Draft Ordinance | Ordinance_Form Surveys (Council).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

MEMO

**Meeting**

Date: August 15, 2017
September 5, 2017

To: City Council

From: Jon C. James, AICP
Director

Request: Text Amendment to the City of San Angelo Code of Ordinances, Chapter 4, Building & Construction, Division 2, Building, Part I, In General, Section 4.04.035, Concrete and Foundation Construction, (new subsection d.)

Background:

The Zoning Ordinance provides for required building setbacks for any structure erected within the City limits. For residential developments, these setbacks are, in the Single Family Residential (RS-1) Zoning District, 25 feet in the front, 20 feet in the rear, and 5 feet in the sides. Since the beginning of 2014, Planning Staff has received 10 instances of single-family homes built inconsistent with these required minimum setbacks: particularly the 25-foot front setback.

During previous Zoning Board of Adjustment (ZBA) meetings, Staff has brought the issue forward for discussion hoping to gain direction from the Board as to how to address this matter. In late 2016, the Board instructed Staff that no changes were needed and that further instances of homes being built over the setback lines would continue to be addressed on a case-by-case basis by the Board. The Board indicated, however, that decisions on these matters would be weighed more carefully.

In early 2017, Staff received another case of a builder who had inadvertently built a home inconsistent with the 25-foot front setback. The case was

discussed thoroughly, and a variance was granted to the builder. Afterwards, the Board asked Staff to revisit this issue and come up with solutions to assure that these measurement mistakes were caught prior to the pouring of concrete for the homes' foundation.

Planning, Building, and Engineering Staff have comprehensively researched the matter, and have established criteria that will alleviate, to a great extent, any of the dimensional inaccuracies that have led to these homes being incorrectly situated. They are as follows:

Rectilinear lots need only to be staked out according to the property pins, with string pulled by the contractor delineating where the property lines are. For lots that are curved, a table will be used to determine when a builder will be required to instead provide a survey to the Permits & Inspections Division prior to a foundation being poured for a residence. In lieu of a survey, an official City form may be provided, that is signed/sealed by a licensed surveyor or engineer, certifying that the foundation is located outside of the required setbacks. The table establishes a boundary which would allow for an offset of a maximum of 6-7 inches. In this manner, the resulting construction should allow for a home to be built with little-to-no discrepancies. If there are any discrepancies, this margin of error would be within the limits that can be resolved administratively without a variance.

Below is the proposed table (i.e. if a survey is needed or not):

		curve radius						
		50'	400'	500'	800'	1000'	2000'	3000'
Lot width	40'	yes	no	no	no	no	no	no
	50'	yes	yes	yes	no	no	no	no
	60'	yes	yes	yes	yes	no	no	no
	70'	yes	yes	yes	yes	no	no	no
	80'	yes	yes	yes	yes	yes	no	no
	90'	yes	yes	yes	yes	yes	no	no
	100'	yes	yes	yes	yes	yes	no	no
	120'	yes	yes	yes	yes	yes	yes	no
	140'	yes	yes	yes	yes	yes	yes	yes

On June 5, 2017, the ZBA discussed the proposed Text Amendment. During that meeting, several members from the Home Builders Association spoke in favor of the recommended changes. At the end of the discussion, the ZBA made a motion to recommend the proposed language advocated by staff.

Planning Commission Action:

This request was considered by the Zoning Board of Adjustment at their meeting on June 5, 2017. Below is an excerpt from the meeting's official minutes:

Planning Director Jon James started the discussion by reminding the Board that the item had been discussed previously on at least two prior ZBA meetings. He reminded the Board that the issue concerned homes being built too close to the property line. Staff's recommendation for the Board to consider was twofold: First, rectangular lots would not require any form surveys, but home builders would have to lay out strings delineating property lines and setbacks before the foundation was poured. Secondly, lots on any curve would be required to either provide a form survey or a signed document from a surveyor or engineer stating that the foundation would be placed consistent with setback requirements. Mr. James indicated that he believed that home builders were in agreement that with the new ordinance amendment.

Discussion between Board members Cunningham and Turner and Mr. James on terminology resulted in a recommendation that wording in the text amendment clearly require that a home's foundation be "in conformance with the required setbacks."

Chairperson Turner asked for a ten minute recess.

After the recess, Chairperson Turner opened the floor for public comment. Rocky Templin, a home builder, came forward to share his agreement with Mr. James' recommendations, but asked what would happen if a builder continued to build over the property lines. Chairperson Cunningham stated that it would be hard to justify a variance after today's meeting. After a brief discussion between the Board members, Chairperson Turner indicated that the Board was ready to make a recommendation.

Vice-Chair Rork made a Motion to forward a positive recommendation to City Council, and the Motion was seconded by Board Member John. The Motion passed 6-1, with Board member Morales in opposition.

Attachment:

Proposed Text Amendment

CHAPTER 4 BUILDING AND CONSTRUCTION

ARTICLE 4.04 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

Section 4.04.035 Concrete slab and foundation construction

- (a) The purpose of this section is to provide concrete slab and foundation specifications for typical residential construction.
- (b) When slab-on-ground construction is proposed, the site shall be suitable for such purposes. Slab-on-ground construction shall not be used on sites with a groundwater or hydrostatic pressure condition near the ground surface.
- (c) The minimum slab and foundation requirements and specifications shall be as pictured in exhibits 1 and 2, which are incorporated herein for all purposes.
- (d) Prior to a foundation being poured, rectilinear lots shall be staked out according to the property pins, with a string pulled delineating where the property line is. For curved lots, the "Survey Table for Curved Lots" of this section shall be used to determine if a survey, showing the proposed foundation, shall be submitted to the Building Official, or his designee. Alternatively, a licensed surveyor or engineer may certify that the foundation is located outside of the required setbacks on a form provided by the City that must be signed/sealed.

EXHIBIT 3
SURVEY TABLE FOR CURVED LOTS

		curve radius						
		50'	400'	500'	800'	1000'	2000'	3000'
Lot width	40'	yes	no	no	no	no	no	no
	50'	yes	yes	yes	no	no	no	no
	60'	yes	yes	yes	yes	no	no	no
	70'	yes	yes	yes	yes	no	no	no
	80'	yes	yes	yes	yes	yes	no	no
	90'	yes	yes	yes	yes	yes	no	no
	100'	yes	yes	yes	yes	yes	no	no
	120'	yes	yes	yes	yes	yes	yes	no
	140'	yes	yes	yes	yes	yes	yes	yes

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 4 “BUILDING AND CONSTRUCTION,” ARTICLE 4.04, “TECHNICAL AND CONSTRUCTION CODES AND STANDARDS,” SECTION 4.04.035 “CONCRETE SLAB AND FOUNDATION CONSTRUCTION,” BY ADDING A NEW SUBSECTION PROVIDING FOR THE STAKING, SURVEYING, OR LICENSED SURVEYOR OR ENGINEER CERTIFICATION OF THE LOCATION OF PROPOSED FOUNDATIONS PRIOR TO CONSTRUCTION; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the City’s zoning Ordinance provides for required building setbacks for any structure; and,

WHEREAS, the City’s Zoning Board of Adjustment (ZBA), as a result of repeated requests before the ZBA of variances for setback violations on new construction, has recommended to the City Council consideration of an ordinance providing prescribed methods for designating the location of proposed building foundations for inspection prior to construction; and,

WHEREAS, the proper location of proposed building foundations verified by inspection of prescribed methods for designating the location of proposed foundations will aid in avoiding new construction set back violations which impose a hardship on contractors and property owners;

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

Section 1. That Chapter 4 “Business and Commerce,” Article 4.04 “Technical and Construction Codes and Standards,” Section 4.04.035 “Concrete slab and foundation construction” is amended by adding a new subpart “(d)” to read as follows:

Section 4.04.035 Concrete slab and foundation construction

“(d) Prior to a foundation being poured, rectilinear lots shall be staked out according to the property pins, with a string pulled delineating where the property line is. For curved lots, the “Survey Table for Curved Lots” of this section shall be used to determine if a survey, showing the proposed foundation, shall be submitted to the Building Official, or his designee. Alternatively, a licensed surveyor or engineer may certify that the foundation is located outside of the required setbacks on a form provided by the City that must be signed/sealed.”

SURVEY TABLE FOR CURVED LOTS

		curve radius						
		50'	400'	500'	800'	1000'	2000'	3000'
Lot width	40'	yes	no	no	no	no	no	no
	50'	yes	yes	yes	no	no	no	no
	60'	yes	yes	yes	yes	no	no	no
	70'	yes	yes	yes	yes	no	no	no
	80'	yes	yes	yes	yes	yes	no	no
	90'	yes	yes	yes	yes	yes	no	no
	100'	yes	yes	yes	yes	yes	no	no
	120'	yes	yes	yes	yes	yes	yes	no
	140'	yes	yes	yes	yes	yes	yes	yes

Section 2. 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 3. This Ordinance shall be effective on, from and after the date of adoption.

INTRODUCED on the 15th day of August, 2017, and finally PASSED, APPROVED AND ADOPTED on this the 5th day of September, 2017.

THE CITY OF SAN ANGELO

ATTEST:

BY: _____
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: August 15, 2017

Item type: Regular Item

Caption:

Consider approving a contract for RFQ WU-03-17 Professional Services Water Supply Engineering Feasibility Study with Alan Plummer Associates, Inc. in an amount not to exceed \$574,099 and authorizing the City Manager to negotiate and execute all related documents - (Presentation by Water Utilities Director Bill Riley)

Summary/History:

Three submissions were received for RFQ WU-03-17 Professional Services Water Supply Engineering Feasibility Study. As shown in the attached Justification and Rankings detail, Alan Plummer Associates, Inc. (APAI) put forth the most qualified application.

The purpose of this project is to assist the City of San Angelo in developing a plan of action to address its current and future water supply and treatment infrastructure needs. The primary goals of the project are to:

- Evaluate San Angelo's current water supplies and develop a plan for future use of these current supplies;
- Identify potential new water sources and water management strategies;
- Evaluate risk factors associated with new water sources and water management strategies;
- Develop planning-level project concepts of new water sources and water management strategies, including preliminary opinions of project development costs and operations / maintenance costs; and
- Prepare a Water Supply Engineering Feasibility Study that presents a comparison of options for meeting existing and future water supply needs for the City.

Financial Impact:

Budgeted in FY17 utilizing Water & Wastewater Capital funds

Other Information/Recommendation:

On August 17, 2016 the Water Advisory Board recommended proceeding with a Water Supply Engineering Feasibility Study. Staff subsequently developed a scope of services and sent out Request for Proposals. Water Advisory Board was updated on project status at their November and May board meetings. The need to move forward was also discussed at the City Council Water Workshop on June 22, 2017. This item was also unanimously recommended by the Water Advisory Board on August 9, 2017.

Attachments:

- | | | |
|----|-------------------|-----------------------|
| 1. | Acknowledgement | Acknowledgment.pdf |
| 2. | Justification | Justification.pdf |
| 3. | Rankings | Rankings.pdf |
| 4. | Scope of Services | Scope of Services.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

Acknowledgements

RFQ: WU-03-17/Professional Services Water Supply Engineering Feasibility Study

	Proposals Received	City	State
1	Alan Plummer Associates, Inc.	Fort Worth	TX
2	Carollo Engineers, Inc.	Austin	TX
3	Freese and Nichols, Inc.	Fort Worth	TX

	RFQ Invitations Sent To:	City	State
1	LVN, Inc.	San Antonio	TX
2	Bleyl & Associates	San Angelo	TX
3	Carolla Engineers, Inc.	Dallas	TX
4	JEA/Hydrotech Engineering	Fort Worth	TX
5	SKG Engineering	San Angelo	TX
6	Enprotec / Hibbs & Todd, Inc.	Abilene	TX
7	CDM Smith	Fort Worth	TX
8	Freese and Nichols, Inc.	Fort Worth	TX
9	LBG-Guyton	Austin	TX
10	PSC	Lubbock	TX
11	Alan Plummer Associates, Inc.	Fort Worth	TX
12	KSA	San Angelo	TX
13	Halff Associates, Inc.	Fort Worth	TX

NOTE: Include this form with your Agenda Memo

Memo

To: Julia Antilley, Purchasing Manager

From: Bill Riley, Water Utilities Director

Date: March 21, 2017

Re: Professional Services Water Supply Engineering Feasibility Study – RFQ No. WU-03-17

After reviewing the three proposals submitted for the Professional Services Water Supply Engineering Feasibility Study, the three-member committee (consisting of myself, Allison Strube – Water Utilities Assistant Director, and Russell Pehl – City Engineer) scored the proposals as reflected below.

1. **Alan Plummer Associates, Inc., Fort Worth, Texas** – 290 points. Alan Plummer Associates, Inc. (APAI) presented a project approach that was “forward-thinking” and in line with the objectives put out in the Scope of Services in the RFQ. APAI has also established a good working relationship with the City through previous projects including the Reclaimed Water Alternatives Evaluation and the Reuse Pilot Study. In addition to their team, they will be partnering with Enprotec/Hibbs and Todd, Inc. (eHT) and LBG-Guyton Associates (LBG-G) who also have established solid working relationships with the City through the West Texas Water Partnership and the Hickory Groundwater Project. APAI, eHT, and LBG-G have put together a robust and highly qualified team to lead this study.
2. **Carollo Engineers, Inc., Austin, Texas** – 278 points. Carollo Engineers, Inc. (Carollo) presented a thorough project approach but seemed short sided in looking for innovated or new water supply options and were primarily focused on previously proposed Region F projects. Carollo’s most recent project with the City includes being the lead engineering firm for the Hickory Groundwater Project. Similar to APAI, Carollo chose to partner with LBG-G and put together a highly qualified and diverse team.
3. **Freese and Nichols, Inc., Fort Worth, Texas** – 277 points. Freese and Nichols, Inc. (FNI) project approach was vaguer and lacked the substance the other two firms presented. While FNI is a very qualified firm and they also chose to partner with LBG-G, the team they put together in the RFQ was a smaller and not as stout of a team as the other two firms.

As a result of the rankings, the committee is recommending that Alan Plummer Associates, Inc., of Fort Worth, Texas, be approved for a contract for the Professional Services Water Supply Engineering Feasibility Study for the City of San Angelo.



Ranking Summary Worksheet
RFQ: WU-03-17/Professional Services Water Supply Engineering Feasibility Study

Committee Member 1				
Category	Points	Alan Plummer Associates, Inc.	Carollo Engineers, Inc.	Freese and Nichols, Inc.
Project Approach / Project Management Plan	30	29.00	27.00	26.00
Key Project Personnel - Qualifications and Experience	40	39.00	38.00	37.00
Firm Qualifications and Experience	25	25.00	24.00	23.00
Firm Location	5	5.00	5.00	5.00
Total Score	100	98	94	91
	Rank	1	2	3
Committee Member 2				
Category	Points	Alan Plummer Associates, Inc.	Carollo Engineers, Inc.	Freese and Nichols, Inc.
Project Approach / Project Management Plan	30	29.00	28.00	27.00
Key Project Personnel - Qualifications and Experience	40	39.00	38.00	38.00
Firm Qualifications and Experience	25	24.00	23.00	23.00
Firm Location	5	5.00	5.00	5.00
Total Score	100	97	94	93
	Rank	1	2	3
Committee Member 3				
Category	Points	Alan Plummer Associates, Inc.	Carollo Engineers, Inc.	Freese and Nichols, Inc.
Project Approach / Project Management Plan	30	28.00	27.00	28.00
Key Project Personnel - Qualifications and Experience	40	39.00	38.00	38.00
Firm Qualifications and Experience	25	24.00	22.00	24.00
Firm Location	5	4.00	3.00	3.00
Total Score	100	95	90	93
	Rank	1	3	2
Committee Member Summary				
Category	Total Points	Alan Plummer Associates, Inc.	Carollo Engineers, Inc.	Freese and Nichols, Inc.
Project Approach / Project Management Plan	90	86.00	82.00	81.00
Key Project Personnel - Qualifications and Experience	120	117.00	114.00	113.00
Firm Qualifications and Experience	75.00	73.00	69.00	70.00
Firm Location	15	14.00	13.00	13.00
Total Score	300	290.00	278.00	277.00
	Rank	1	2	3

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

EXHIBIT A

City of San Angelo Water Supply Engineering Feasibility Study

Scope of Services

The purpose of this project is to assist the City of San Angelo in developing a plan of action to address its current and future water supply needs. The primary goals of the project are to:

- Evaluate San Angelo's current water supplies and develop a plan for future use of these current supplies;
- Identify potential new water sources and water management strategies;
- Evaluate risk factors associated with new water sources and water management strategies;
- Develop planning-level project concepts of new water sources and water management strategies, including preliminary opinions of project development costs and operations / maintenance costs; and
- Prepare a Water Supply Engineering Feasibility Study that presents a comparison of options for meeting existing and future water supply needs for the City.

BASIC SERVICES

Task 1 – Project Plan, Objectives and Meetings

Under Task 1, Engineer will work with the City's project team to identify project objectives, develop performance measures for each objective, and develop primary data and screening criteria to be used for alternative evaluations.

Subtasks:

- 101 Project Plan.** Engineer will prepare a detailed schedule showing the main activities, milestones, and review periods, as well as their interaction. The schedule will be updated on a monthly basis. Throughout the duration of the project, the Engineer will prepare monthly reports explaining progress made in that period, items requiring resolution, items needed from the City, and activities to be performed the following month.
- 102 Workshop No. 1 – Project Objectives.** Engineer will prepare for and facilitate Workshop No. 1. The purpose of this workshop is to define the project goals and objectives and discuss the potential constraints that may be encountered, such as water quality concerns, regulatory, water rights, and permitting issues. A practical capital planning horizon for raw water infrastructure, treatment plant (water and wastewater) and water supply facilities will also be discussed. This workshop will also be used to discuss how the project will be conducted to ensure clear communication throughout the project and maintain timely completion of the work.
- 103 Criteria for Screening of Alternatives.** Based on the outcome of Workshop No. 1, the Engineer will develop and compile criteria for the screening of alternatives. The criteria will include identification of "fatal flaws" that would result in elimination of an option from further consideration. This information will be documented in a memorandum for distribution and review.
- 104 Project Meetings.** Project progress meetings will be held during the course of the project with the City's project team to discuss aspects of the project presently underway, project schedule, and upcoming issues. These meetings are not intended to be formal presentations. All progress meetings will be held remotely via gotomeeting. Up to three (3) progress meetings, in addition to Workshops 1-4, have been included in the Basic Services budget. Engineer will also prepare for and make one (1) formal presentation to the Water Advisory Board. In addition, the Engineer will hold one additional (1) public meeting with stakeholder groups, the City's Water Advisory Board, and/or the City Council.

Task 2 – Gather Existing Data on Current Water Supplies. Identified Future Water Supplies and Treatment Systems

With assistance from the City's project team, the Engineer will compile and review available information and data.

Subtasks:

- 201 Municipal Population and System Water Demands.** Information from the 2016 Region F Water Plan (2016 RFWP) related to municipal population and water demands and non-municipal water demands will be compiled. Estimates on population and water demands will be reviewed and updated based on changing conditions, if any, identified by the City's project team.
- 202 Current Water Supplies.** The Engineer, utilizing information from the 2016 RFWP, will compile current water supplies available to the City. Each current water supply will be reviewed and summarized, including information on water quality and cost of supply. Changing conditions to current water supplies (e.g., updated estimates of groundwater availability or updated operational practices and yields for surface water supplies), will be reviewed and documented.
- 203 Identified Future Water Supplies.** Water management strategies identified in the 2016 RFWP will provide the baseline data to be used by the Engineer. The Engineer's review and summary of future water supplies will include information on water quality and cost of developing each identified future water supply strategy. Additionally, changes to conditions to identified future water supplies will be reviewed and documented.
- 204 Existing Treatment Systems.** Supported by the City's Water Utilities Staff, the Engineer will develop a description of existing water and wastewater treatment facilities with information on the type of treatment, process unit capacity, and adequacy to meet objectives established by Workshop No. 1.

Task 3 – Impact of Existing and Upcoming Federal / State Regulations and Permitting Requirements

Regulatory impacts and permitting requirements for each selected water supply and water management strategy will be identified by the Engineer.

Subtasks:

- 301 Identify Impact of Federal and State Regulations.** Engineer will evaluate current and upcoming Federal/State regulations with current or potential impact on the water supply, delivery, and treatment systems being evaluated.
- 302 Permitting and Regulatory Review.** Engineer will perform a review of current and potential permitting requirements to avoid any fatal flaws in the feasibility evaluation. The review will consider such things as the Texas Commission on Environmental Quality (TCEQ) permits for interbasin transfers, environmental flow considerations, water quality considerations, Section 401/404 permitting, groundwater conservation district permitting and Texas Pollutant Discharge Elimination System (TPDES) permitting.

Task 4 – Identify New Water Supply and Water Management Strategies

Working with the City's project team, candidate water supply and water management strategies will be developed by the Engineer.

Subtasks:

- 401 Workshop No. 2 – Identification of Candidate Strategies.** The Engineer, working with the City's project team, will identify candidate strategies to cooperatively meet water supply needs established under Task 2. Strategies are anticipated to include: conjunctive use of existing water supplies; development of identified future water supplies from Subtask 203; water reuse, riverbank filtration; cooperative use of surface water supplies available to the City of Abilene; aquifer storage and recovery or other future water supplies not included in current regional planning efforts.
- 402 Fatal Flaw Screening of Candidate Strategies.** Options with "fatal flaws", as identified by the criteria developed in Task 1 will be identified and eliminated from further consideration.
- 403 Develop Planning Level Concepts and Costs for Remaining Candidate Strategies.** For each

identified candidate strategy passing the “fatal flaw” screening, the Engineer will:

- provide estimates of water volumes that can be developed under the strategy;
- develop general engineering concepts required to implement the strategy;
- provide a reconnaissance-level cost estimate;
- provide an estimated range of the cost to users in dollars per thousand gallons; and
- provide guidance on the feasibility of candidate strategies related to operation and maintenance requirements, ease of permitting, and other non-cost considerations related to implementation.

The “reconnaissance-level” cost estimates will generally be based on the latest available version of the Texas Water Development Board’s Unified Costing Model and are intended to provide “order-of-magnitude” cost estimates for comparison purposes only. The Engineer will also provide guidance on the feasibility of candidate strategies including operation and maintenance requirements, ease of permitting, and other considerations related to implementation.

- 404 Workshop No. 3 – Strategies for Further Analysis.** Using the screening criteria developed in Task 1, Engineer will prepare an initial screening matrix with criteria and weighting factors. In a workshop with the City’s project team, the screening matrix will be used to rank the remaining strategies and select up to six (6) of the potentially feasible strategies for further analysis under Task 5.

Task 5 – Evaluate Selected Water Supply and Water Management Strategies

The Engineer will develop technical evaluations of the strategies selected from Task 4 for further analysis. Note that if riverbank filtration, ASR or another groundwater strategy requiring field data collection for further analysis is selected in Workshop #3, Task SS3 in Special Services will need to be performed to complete the detailed evaluation for these strategies.

Subtasks:

- 501 Technical Evaluation of Strategies.** The Engineer will conduct, for up to six (6) strategies, a planning level analysis to provide a description of required facilities to implement the strategy. The technical evaluation will include interregional coordination and potential infrastructure needs including preliminary pipeline routes and treatment plant expansions. General engineering details and design data will be provided for each evaluated strategy as a basis for future detailed engineering studies.
- 502 Water Treatment and Distribution Considerations.** Engineer will review the impacts to raw water quality and treatability as it relates to the integration of new raw water supplies. This review will present the potential additional or modified treatment processes that may be required to meet current and anticipated future water quality goals at the water and/or wastewater treatment plant using the integrated water supplies. The various water supply alternatives may have multiple locations where water could be treated and introduced into the distribution system.
- 503 Preliminary Review of Potential Limiting Factors.** Each strategy evaluated under this task will be reviewed for potential limiting factors (e.g., interbasin water transfers, subordination, groundwater conservation district requirements, water quality, non-renewable sources, reliability, TPDES, environmental and water rights permitting, etc.). Potential limiting factors, along with possible mitigation measures, will be summarized for each strategy.
- 504 Cost Development and Evaluation Matrix.** Engineer will develop planning-level estimates of capital and O&M costs for the various components of each strategy. Engineer will develop a water supply evaluation matrix that identifies engineering, economic, environmental, social, and development risks related to proposed water supply strategies. Criteria and weights used in the screening evaluation will be used as a starting point for the evaluation matrix.
- 505 Workshop No 4 – Select Water Supply and Water Management Strategy(ies) to be Pursued.** Engineer, in conjunction with the City’s project team, will select the water supply and water management strategy(ies) to meet the City’s goals and objectives.
- 506 Conceptual Implementation Plan.** For each strategy selected under Subtask 505, the Engineer will develop a conceptual implementation plan including implementation steps and a preliminary schedule.

Task 6 – Water Supply Engineering Feasibility Report

Engineer will document the City's water supply and water management strategy(ies) resulting from Tasks 1-5 in a final, sealed Water Supply Engineering Feasibility Report.

Subtasks:

- 601 Draft Water Supply Engineering Feasibility Report.** Engineer will prepare, for review by the City's project team, a draft Water Supply Engineering Feasibility Report. The Report will meet the requirements outlined by the Texas Water Development Board's (TWDB) Guidance Document 0555. The Water Supply Engineering Feasibility Report is expected to meet funding application requirements for various programs administered by the TWDB, including the State Revolving Fund (SRF) and the State Water Implementation Fund for Texas (SWIFT).
- 602 Final Water Supply Engineering Feasibility Report.** Considering review comments provided by the City's project team, the Engineer will prepare a final Water Supply Engineering Feasibility Report. The final report will be sealed by professionals licensed to practice in the State of Texas.

SPECIAL SERVICES

Special services are those services that are not authorized under the basic services portion of the contract but may be needed during the course of the project. Special services will not be performed unless specifically authorized in writing by the City.

Task SS1 – Preparation of TWDB SRF and/or SWIFT Funding Application(s)

If desired by the City the Engineer will assist the City in the preparation of an application for funding from the TWDB SRF or SWIFT programs.

Task SS2 – Preparation of U.S. Bureau of Reclamation Title XVI Feasibility Study Grant Application

If desired by the City and if grant funding is available, the Engineer will assist the City in the preparation of an application for Title XVI feasibility study grant funding through the U.S. Bureau of Reclamation (Reclamation). Preparation of a Title XVI-approved feasibility study could position the City to be eligible for construction grant funding from Reclamation on future reclamation projects. It is anticipated that feasibility study grant would be used to augment the City's feasibility study to meet Reclamation feasibility study requirements not included in the Basic Services tasks. These requirements would include a detailed NEPA evaluation of recommended reclamation alternatives and evaluation of energy-saving measures that could be incorporated into recommended reclamation alternatives.

Task SS3 – Detailed Evaluation of Selected Groundwater Alternative

If selected for detailed evaluation following Task 404 (Workshop #3), further assessment of riverbank filtration, soil aquifer treatment, ASR or other groundwater alternatives will likely require field data collection and analysis to confirm production capacities and develop planning level concepts and costs.. If authorized by the City this task would include field data collection, detailed evaluation, and development of planning level costs and an implementation plan for one selected groundwater alternative.

ADDITIONAL SERVICES

If authorized in writing by the City, Engineer will provide Additional Services that are not included as part of the Basic Services or Special Services of Engineer. Additional Services may include:

1. Preparation for and attendance at additional meetings or presentations.
2. Field testing or other data collection not specifically identified under Basic or Special Services.
3. Preparation of permit applications related to any of the recommended strategies.
4. Development of preliminary and detailed design documents for any of the recommended strategies.
5. Other tasks not specifically authorized under Basic or Special Services.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Russell Pehl, City Engineer, Engineering Services, 325-657-4201

Meeting Date: August 15, 2017

Item type: Regular Item

Caption:

Consider authorizing the City Manager to negotiate and execute a construction contract with Reece Albert, Inc. pursuant to RFB No. ES-11-17 Bell Improvement Project for street reconstruction, sidewalk and ADA accessibility and utility construction services in the sum of \$7,392,042 (Presentation by City Engineer Russell Pehl)

Summary/History:

COSA received only one bid. The lone bidder was Reece Albert, Inc.

The project has combined the City of San Angelo's capital improvement road funds, water and waste water funding to develop a project that has sidewalk, curb and gutter, street, water and waste water aspects. The primary focus location of the project is along Bell street from Rio Concho Drive to Harris Street.

Base Bid Items:

- Sidewalk along the east side of Bell from Rio Concho to Harris.
- Aged water infrastructure replacement which includes main line, fire hydrant, service taps and lateral line connections
- Aged wastewater infrastructure replacement of main line, service taps, manholes and lateral connections
- Road reconstruction
- Curb and gutter
- Traffic signals with pedestrian implements at Rio Concho and Harris

Add Alternate 1: HMAC pavement, received one bid

Add Alternate 2: Roller compacted concrete, no bids were received

The City of San Angelo is to retain ownership of the millings delivered by the contractor to a City designated stockpile location within 5 miles from the project location.

Bids were opened on August 4, 2017.

Financial Impact:

Base Bid: \$6,116,354

Base Bid Plus Alternate A Total: \$7,392,042

Funding Sources:

Water Fund: \$1,646,742

Sewer Fund: \$2,665,361
Street Bond Fund: \$3,079,940
Total funding: \$7,392,042

Other Information/Recommendation:

Attachments:

- | | | |
|----|------------------------------------|---|
| 1. | Bid Tabulation | ES-11-17 Bid Tab.pdf |
| 2. | Reece Albert Inc. Bid | Reece Albert Inc Bid.pdf |
| 3. | Draft Contract and Request for Bid | RFB Bell Street Phase 1.pdf |
| 4. | Resolution | 17-669A_ES_REECE_ALBERT_BELL_ST_PHASE_1_RESO.docx |

Presentation:

Approvals/Reviews:

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



CITY OF SAN ANGELO

RFB ES-1 1-17 BELL STREET IMPROVEMENTS PHASE 1

AUGUST 4, 2017 AT 2:00 P.M.

Reece Albert

TOTAL BASE BID (includes Contingency)	\$ 6,116,353.61
TOTAL BASE BID + ALT "A" (includes Contingency)	\$ 7,392,041.77
TOTAL BASE BID + ALT "B"	no bid

Bid Bond Yes

Co-op No

P-card No

Payment Terms Per Contract

Discounts No



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

Specifications Worksheet

Please indicate if you will be able to provide the below products/services.

Item	DESCRIPTION	YES	NO	If NO, will a subcontractor provide the service?
1.	Removal of up to 20 inches of four-lane pavement for approximately 4,200 feet	☒	☐	
2.	Construction of up to 24 inches of new pavement for approximately 4,200 feet	☒	☐	
3.	Installation of new curb and gutter for approximately 4,200 feet	☒	☐	
4.	Installation of six-foot sidewalks	☒	☐	
5.	Construction of 4,200 feet of new waterlines	☐	☒	yes
6.	Construction of 6,000 feet of new sanitary sewer lines	☐	☒	yes
7.	Material and installation of new traffic signal	☐	☒	yes

Please indicate a yes or no on the below information.

Item	DESCRIPTION	YES	NO	If NO, provide explanation.
1.	Completion of project within specified number of days	☒	☐	
2.	Completion of project by City's deadline	☒	☐	
3.	Vendor is not debarred/suspended	☒	☐	

Projected calendar days to start after PO is received 14

Estimated completion of project (in calendar days) Per calendar days in b.d documents



CITY OF SAN ANGELO
RFB ES-11-17 Bell Street Improvements Phase 1

Pursuant to the foregoing Notice to Vendors, the vendor 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 they bid, as provided by the attached specifications and shown on the plans, and binds themselves on acceptance of this bid 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:

FRONT END COSTS						
ITEM	SPEC./SHT No.	EST. QTY	UNITS	DESCRIPTION	UNIT COST	AMOUNT
1		1	LS	MOBILIZATION & START UP (5% CONSTRUCTION COST)	\$ 331,382.63	<u>\$331,382.63</u>
UNIT I: PAVING IMPROVEMENTS						
ITEM No.	SPEC./SHT No.	EST. QTY	UNITS	DESCRIPTION	UNIT COST	AMOUNT
I-1	COSA 104 6017	1496	SY	REMOVING CONCRETE (DRIVEWAYS AND SIDEWALK)	\$35.46	\$53,048.16
I-2	COSA 104 6022	6809	LF	REMOVING CONCRETE (CURB & GUTTER)	\$7.79	\$53,042.11
I-3	COSA 105 6006	25450	SY	REMOVE ASPHALT PAVEMENT (4" AVG DEPTH)	\$2.86	\$72,787.00
I-4	COSA 132 6003	273	CY	EMBANKMENT (DENS CNTRL)(CL 3)	\$16.33	\$4,458.09
I-5	TxDOT 162 6002	4316	SY	DRILL SEEDING	\$0.97	\$4,186.52
I-6	COSA 247 6061	1511	SY	FL BS (CMP IN PLC)(TY A)(GR1-2)(6")(TCP TEMP PAVT)	\$21.42	\$32,365.62
I-7	COSA 275 6010	28604	SY	CEMENT TREATED SUBGRADE (8")	\$3.61	\$103,280.44
I-8	COSA 275 6001	395	TN	CEMENT	\$197.68	\$78,083.60
I-9	COSA 340 6270	1511	SY	D-GR HMA(SQ) TY D PG 64-72 (2" THICK)(TCP TEMP PAVT)	\$13.84	\$20,912.24
I-10	COSA 502 6001	18	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$3,076.96	\$55,385.28
I-11	COSA 502 6002	48	LF	ROCK FILTER DAMS	\$36.94	\$1,773.12
I-12	COSA 506 6011	48	LF	REMOVE ROCK FILTER DAMS	\$5.46	\$262.08
I-13	COSA 506 6038	2150	LF	TEMP SEDIMENT CONTROL FENCE (INSTALL)	\$3.35	\$7,202.50
I-14	COSA 506 6039	2150	LF	TEMP SEDIMENT CONTROL FENCE (REMOVE)	\$0.94	\$2,021.00
I-15	COSA 529 6008	7233	LF	CONCRETE CURB & GUTTER (6")	\$17.45	\$126,215.85
I-16	COSA 530 6004	2159	SY	DRIVEWAYS (CONCRETE)	\$76.74	\$165,681.66
I-17	COSA 531 6001	2313	SY	CONCRETE SIDEWALKS (4")	\$53.03	\$122,658.39
I-18	COSA 531 6010	26	EA	CURB RAMPS (TY 7)	\$1,448.11	\$37,650.86
I-19	COSA 531 6013	2	EA	CURB RAMPS (TY 10)	\$1,444.07	\$2,888.14
I-20	COSA 560 6001	9	EA	MAILBOX INSTALL-S (TWG POST) TY 1	\$617.75	\$5,559.75
I-21	COSA 644 6068	17	EA	RELOCATE SM RD SIGN SUP & AMS	\$1,173.73	\$19,953.41
I-22	TxDOT 644 6030	12	EA	INST SM RD SIGN SUP & AM	\$1,173.73	\$14,084.76
I-23	COSA 666 6003	1631	LF	REFL PAVEMENT MARKING TY 1 (W) 4" (BRK)	\$1.24	\$2,022.44
I-24	COSA 666 6036	219	LF	REFL PAVEMENT MARKING TY 1 (W) 8" (SLD)	\$2.47	\$540.93
I-25	COSA 666 6048	744	LF	REFL PAVEMENT MARKING TY 1 (W) 24" (SLD)	\$8.34	\$6,204.96

I-26	COSA 666 6054	2	EA	REFL PAVEMENT MARKING TY 1 (W) (ARROW)	\$154.44	\$308.88
I-27	COSA 666 6078	2	EA	REFL PAVEMENT MARKING TY 1 (W) (WORD)	\$185.33	\$370.66
I-28	COSA 666 6126	7242	LF	REFL PAVEMENT MARKING TY 1 (Y) 4" (SLD)	\$1.05	\$7,604.10
I-29	COSA 666 6141	170	LF	REFL PAVEMENT MARKING TY 1 (Y) 12" (SLD)	\$4.63	\$787.10
I-30	COSA 672 6009	98	EA	REFLECTOR PAVEMENT MARKING TY 2 - A - A	\$9.88	\$968.24
I-31	COSA 672 6007	82	EA	REFLECTOR PAVEMENT MARKING TY 1 - C	\$9.88	\$810.16
I-32	COSA 680 6002	2	EA	INSTALL HWY TRAF SIGNAL (ISOLATED)	\$80,308.04	\$160,616.08
I-33	COSA 690 6051	6	EA	REMOVAL OF TRAFFIC SIGNAL POLE ASSEM	\$1,359.06	\$8,154.36
I-34	COSA 6002 6001	2	EA	VIVIDS PROCESSOR SYSTEM	\$16,061.61	\$32,123.22
I-35	COSA 6002 6002	2	EA	VIVIDS CAMERA ASSEMBLY	\$16,061.61	\$32,123.22
I-36	TxDOT 6002 6003	2	EA	VIVIDS SETUP SYSTEM (ISOLATED)	\$1,853.27	\$3,706.54
I-37	TxDOT 6002 6005	132	LF	VIVIDS COMMUNICATION CABLE (Cat-5)	\$4.94	\$652.08
I-38	TxDOT 618 6023	235	LF	CONDT (PVC) (SCH 40) (2")	\$24.71	\$5,806.85
I-39	TxDOT 618 6029	156	LF	CONDT (PVC) (SCH 40) (3")	\$37.07	\$5,782.92
I-40	TxDOT 618 6030	464	LF	CONDT (PVC) (SCH 40) (3") (BORE)	\$61.78	\$28,665.92
I-41	TxDOT 618 6070	40	LF	CONDT (RM) (2")	\$18.53	\$741.20
I-42	TxDOT 620 2009	861	LF	ELEC CONDR (NO. 6) BARE	\$2.16	\$1,859.76
I-43	TxDOT 620 6010	108	LF	ELEC CONDR (NO.6) INSULATED	\$2.47	\$266.76
I-44	TxDOT 621 6005	680	LF	TRAY CABLE (4 CONDR) (12 AWG)	\$4.94	\$3,359.20
I-45	TxDOT 684 6031	1785	LF	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	\$3.71	\$6,622.35
I-46	TxDOT 684 6042	897	LF	TRF SIG CBL (TY A)(14 AWG)(16 CONDR)	\$6.18	\$5,543.46
I-47	TxDOT 6089 6002	259	LF	CAT 5 ETHERNET CABLE	\$2.47	\$639.73
I-48	TxDOT 684 6029	404	LF	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	\$3.09	\$1,248.36
I-49	TxDOT 6054 6002	112	LF	COAXIAL CABLE	\$3.71	\$415.52
I-50	TxDOT 416 6030	78	LF	DRILL SHAFT (TRF SIG POLE) (24 IN)	\$284.17	\$22,165.26
I-51	TxDOT 416 6031	12	LF	DRILL SHAFT (TRF SIG POLE) (30 IN)	\$432.43	\$5,189.16
I-52	COSA 416 6032	98	LF	DRILL SHAFT (TRF SIG POLE) (36 IN)	\$494.20	\$48,431.60
I-53	COSA 682 6001	16	EA	VEH SIG SEC (12")LED(GRN)	\$277.99	\$4,447.84
I-54	COSA 682 6002	1	EA	VEH SIG SEC (12")LED(GRN ARW)	\$247.10	\$247.10
I-55	TxDOT 682 6003	16	EA	VEH SIG SEC (12")LED(YEL)	\$247.10	\$3,953.60
I-56	TxDOT 682 6004	1	EA	VEH SIG SEC (12")LED(YEL ARW)	\$247.10	\$247.10
I-57	TxDOT 682 6005	16	EA	VEH SIG SEC (12")LED(RED)	\$247.10	\$3,953.60
I-58	TxDOT 682 6006	1	EA	VEH SIG SEC (12")LED(RED ARW)	\$247.10	\$247.10
I-59	TxDOT 682 6018	16	EA	PED SIG SEC (LED)(COUNTDOWN)	\$741.31	\$11,860.96
I-60	TxDOT 666 6030	1	EA	INS TRF SIG PL AM(S)1 ARM(28")	\$6,795.29	\$6,795.29

I-61	TxDOT 686 6034	4	EA	INS TRF SIG PL AM(S)1 ARM(32')	\$8,030.80	\$32,123.20
I-62	TxDOT 686 6035	1	EA	INS TRF SIG PL AM(S)1 ARM(32')LUM	\$9,266.31	\$9,266.31
I-63	TxDOT 686 6039	1	EA	INS TRF SIG PL AM(S)1 ARM(36')LUM	\$10,501.82	\$10,501.82
I-64	TxDOT 686 6042	1	EA	INS TRF SIG PL AM(S)1 ARM(40')	\$11,737.33	\$11,737.33
I-65	TxDOT 688 6001	16	EA	PED DETECT PUSH BUTTON (APS)	\$1,729.71	\$27,675.36
I-66	TxDOT 687 6001	13	EA	PED POLE ASSEMBLY	\$864.86	\$11,243.18
I-67	TxDOT 624 2012	11	EA	GROUND BOX TY C (162911) W/APRON	\$1,853.26	\$20,385.86
I-68	TxDOT 624 2014	2	EA	GROUND BOX TY D (162922) W/APRON	\$2,779.90	\$5,559.80
TOTAL AMOUNT BID FOR UNIT I: PAVING IMPROVEMENTS						\$1,537,457.05

UNIT IA: Alt. A - HMA PAVING

ITEM No.	SPEC./SHT No.	EST. QTY	UNITS	DESCRIPTION	UNIT COST	AMOUNT
IA-1	COSA 247 6041	28604	SY	FLEX BASE (CMP IN PLACE)(TY A GR 1-2)(FNAL POS)(12") (BID ALT A)	\$16.34	\$467,389.36
IA-2	COSA 341 6008	25793	SY	D-GR HMA TY-B PG64-22 (2.5" THICK) (BID ALT A)	\$16.97	\$437,707.21
IA-3	COSA 341 6040	25793	SY	D-GR HMA TY-D PG64-22 (1.5" THICK) (BID ALT /	\$10.41	\$268,505.13
IA-4	COSA 110 6001	12906	CY	EXCAVATION (ROADWAY)(BID ALT A)	\$7.91	\$102,086.46
TOTAL AMOUNT BID FOR UNIT IA: PAVING IMPROVEMENTS						\$1,275,688.16

UNIT IB: ALT. B - ROLLER COMPACTED CONCRETE

ITEM No.	SPEC./SHT No.	EST. QTY	UNITS	DESCRIPTION	UNIT COST	AMOUNT
IB-1	TxDOT 3016 6001	25793	SY	ROLLER COMPACTED CONCRETE (8.5" THICK) (BID ALT B)	No Bid	No Bid
IB-2	COSA 110 6001	6976	CY	EXCAVATION (ROADWAY)(BID ALT B)	No Bid	No Bid
TOTAL AMOUNT BID FOR UNIT IB: PAVING IMPROVEMENTS						No Bid

UNIT II: WATER IMPROVEMENTS

ITEM No.	SPEC./SHT No.	EST. QTY	UNITS	DESCRIPTION	UNIT COST	AMOUNT
II-1	COSA 4.90	4196	LF	16" WATER LINE	\$ 149.21	\$626,085.16
II-2	COSA 4.90	20	LF	16" WATER LINE INSIDE OF CASING	\$ 226.10	\$4,522.00
II-3	COSA 4.90	130	LF	10" WATER LINE (FOR LOWERING ON KOBELIN ST)	\$ 205.09	\$26,661.70
II-4	COSA 4.90	366	LF	8" WATER LINE	\$ 252.04	\$92,246.64
II-5	COSA 4.90	267	LF	6" WATER LINE	\$ 160.28	\$42,794.76
II-6	COSA 4.10	20	LF	24" PVC CASING BY OTHER THAN OPEN CUT	\$ 1,268.62	\$25,372.40
II-7	COSA 4.10	1	EA	2" COMBINATION AIR VALVE	\$ 13,051.91	\$13,051.91
II-8	COSA 4.10	5	EA	16" GATE VALVE	\$ 10,462.28	\$52,311.40
II-9	COSA 4.10	12	EA	8" GATE VALVE	\$ 2,028.71	\$24,344.52
II-10	COSA 4.10	11	EA	6" GATE VALVE	\$ 1,551.80	\$17,069.80
II-11	COSA 4.13	7	EA	FIRE HYDRANT	\$ 8,496.59	\$59,476.13

II-12	COSA 4.40	4849	LF	TRENCH SAFETY	\$ 0.62	\$3,006.38
II-13	COSA 4.14	8	EA	1" WATER SERVICE	\$ 3,586.88	\$28,693.44
II-14	COSA 4.14	1	EA	2" WATER SERVICE	\$ 14,795.22	\$14,795.22
II-15	COSA 4.14	9	EA	2" WATER SERVICE WITH DOUBLE 1" SERVICE	\$ 5,757.47	\$51,817.23
II-16	COSA 4.14	1	EA	20"X16" WET TAP & VALVE	\$ 22,622.16	\$22,622.16
II-17	COSA 4.14	1	EA	16"X16" WET TAP & VALVE	\$ 14,494.98	\$14,494.98
II-18	COSA 4.14	1	EA	8"X8" TAPPING SLEEVE & VALVE	\$ 4,602.26	\$4,602.26
II-19	COSA 4.14	0	EA	8"X2" TAPPING SADDLE & VALVE	\$	\$
II-20	COSA 4.14	1	EA	CONNECTION TO EXISTING 16" WATER LINE	\$ 24,888.08	\$24,888.08
II-21	COSA 4.14	5	EA	CONNECTION TO EXISTING 8" WATER LINE	\$ 6,429.59	\$32,147.95
II-22	COSA 4.14	7	EA	CONNECTION TO EXISTING 6" WATER LINE	\$ 6,147.89	\$43,035.23
II-23	COSA 4.10	257	CY	WATER LINE ABANDONMENT GROUT	\$ 186.56	\$47,945.92
II-24	COSA 4.10	18	EA	REMOVE EXISTING VALVE	\$ 276.75	\$4,981.50
II-25	COSA 4.13	7	EA	REMOVE EXISTING FIRE HYDRANT	\$ 547.33	\$3,831.31
II-26	COSA 4.17	3	EA	REMOVE EXISTING WATER METER	\$ 380.54	\$1,141.62
II-27	COSA 4.60	20	SY	8" FLEX BASE (FOR ALLEY REPAIR BEYOND PROPOSED PAVEMENT LIMITS)	\$ 11.74	\$234.80
II-28	COSA 4.70	0	SY	TEMPORARY ASPHALT PAVEMENT REPAIR		\$
II-29	COSA 4.70	501	SY	PERMANENT ASPHALT PAVEMENT REPAIR	\$ 55.60	\$27,855.60
II-30	COSA 33 01 10.03	2	EA	16" LINES TOP	\$ 23,231.26	\$46,462.52
II-31	COSA 33 01 10.03	1	EA	20" LINES TOP	\$ 23,454.89	\$23,454.89

TOTAL AMOUNT BID FOR UNIT II: WATER IMPROVEMENTS \$1,379,947.51

UNIT III: WASTEWATER IMPROVEMENTS

ITEM No.	SPEC./SHT No.	EST. QTY	UNITS	DESCRIPTION	UNIT COST	AMOUNT
III-1	COSA 4.23	1381	LF	24" WASTEWATER LINE	\$ 230.26	\$317,989.08
III-2	COSA 4.23	134	LF	18" WASTEWATER LINE	\$ 205.97	\$27,599.98
III-3	COSA 4.23	1509	LF	12" WASTEWATER LINE	\$ 196.72	\$296,850.48
III-4	COSA 4.23	50	LF	12" WASTEWATER LINE INSIDE OF CASING	\$ 55.60	\$2,780.00
III-5	COSA 4.23	1342	LF	10" WASTEWATER LINE	\$ 196.96	\$264,320.32
III-6	COSA 4.23	1713	LF	8" WASTEWATER LINE	\$ 226.68	\$388,302.84
III-7	COSA 4.23	50	LF	CONCRETE ENCASEMENT	\$ 248.34	\$12,417.00
III-8	COSA 4.40	6128	LF	TRENCH SAFETY	\$ 6.18	\$37,871.04
III-9	COSA 4.25	7	EA	4' DIAMETER MANHOLE	\$ 17,588.68	\$123,120.76
III-10	COSA 4.25	9	EA	5' DIAMETER MANHOLE	\$ 20,979.84	\$188,818.56
III-11	COSA 4.25	9	EA	5' DIAMETER DROP MANHOLE	\$ 28,665.78	\$257,992.02

III-12	COSA 4.25	1	EA	6" DIAMETER DROP MANHOLE	\$ 31,627.78	\$31,627.78
III-13	COSA 4.23	5	EA	CHECK DAM	\$ 1,347.94	\$6,739.70
III-14	COSA 4.27	9	EA	WASTEWATER SERVICE	\$ 6,201.02	\$55,809.18
III-15	COSA 4.34	158	CY	WASTEWATER LINE ABANDONMENT GROUT	\$ 335.38	\$52,990.04
III-16	COSA 4.34	7	EA	REMOVE/ABANDON EXISTING MANHOLE	\$ 3,691.70	\$25,841.90
III-17	COSA 4.70	0	SY	TEMPORARY ASPHALT PAVEMENT REPAIR		\$ _____
III-18	COSA 4.70	1118	SY	PERMANENT ASPHALT PAVEMENT REPAIR	\$ 55.34	\$61,870.12
III-19	COSA 4.34	1	EA	REMOVE EXISTING CLEANOUT	\$ 415.13	\$415.13
III-20	COSA 162 6002	3002	SY	DRILL SEEDING	\$ 1.04	\$3,122.08
III-21	COSA 4.29	1	LS	BYPASS PUMPING	\$ 232,605.43	\$232,605.43
III-22	COSA 4.23	109	LF	8" PRESSURED RATED SS	\$ 87.00	\$9,483.00
TOTAL AMOUNT BID FOR UNIT III: WASTEWATER IMPROVEMENTS						<u>\$2,398,566.42</u>
CONTINGENCY						
ITEM No.	SPEC./SHT No.	EST. QTY	UNITS	DESCRIPTION	UNIT COST	AMOUNT
1	N/A	1	LS	Base Bid with Alternative A Contingency (10%)	<u>\$469,000</u>	<u>\$469,000</u>
2	N/A	1	LS	Base Bid with Alternative B Contingency (10%)	<u>\$452,300</u>	<u>\$452,300</u>

In the case of a pricing discrepancy, the Unit Cost will prevail.

The item "Contingency" is included for additional work that may be performed. The total unit cost for this line item may not be paid in full. The vendor shall submit change order requests within the contract to the City consistent with the requirement of the Owner's Construction General Conditions of the contract documents. Generally, change order requests will be funded by the "CONTINGENCY" line item. The vendor shall include the cost for this item in the "Total Base Bid".

San Angelo Bell Street Paving, Water and Wastewater Improvements - Phase I

TOTAL BASE BID (include 10% Contingency) = \$ Six Million One Hundred Sixteen Thousand Three Hundred Fifty Three Dollars and Sixty One Cents (\$6,116,353.61)

TOTAL BASE BID + ALT "A" = \$ Seven Million Three Hundred Ninety Two Thousand Forty One Dollars and Seventy Seven Cents (\$7,392,041.77)

TOTAL BASE BID + ALT "B" = \$ _____ No Bid _____ Dollars and _____ No Bid _____ Cents

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 (abs (Tabs) will be subsidiary to the total bid amount.

A Performance Bond and Payment Bond will be required based on the Total Base Bid.

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 vendor not complete the work at a permitted site within the required time period, the City may, at its option, assess an \$820.00 per day delinquent charge against the vendor until such time as work at the site is complete. Estimated Completion Time is 540 Calendar Days.

CNA INSURANCE COMPANIES

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we REECE ALBERT, INC.

and CONTINENTAL CASUALTY COMPANY, Principal,
Surety, are held and firmly bound unto

CITY OF SAN ANGELO, Oblige
in the sum of FIVE PERCENT OF THE GREATEST AMOUNT BID-----

Dollars (\$ -----5%-----)
for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract
for RFB NO.: ES-11-17 - BELL STREET IMPROVEMENTS - PHASE I

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within
such time as may be specified, enter into the contract in writing and give such bond or bonds as
may be specified in the bidding or contract documents with surety acceptable to Oblige; or if
Principal shall fail to do so, pay to Oblige the damages which Oblige may suffer by reason of
such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to
remain in full force and effect.

Signed, sealed and dated
AUGUST 3, 2017

Copu

REECE ALBERT, INC.
(Principal)
by *Mike Schmitt* (Seal)
MIKE SCHMITT, VICE PRESIDENT
CONTINENTAL CASUALTY COMPANY
(Surety)
by *Howard Cowan*
HOWARD COWAN Attorney-in-Fact

G-23054-C



For All the Commitments You Make®

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Howard Cowan, Marla Hill, Individually

of Lubbock, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 12th day of July, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Stathy Darcy Senior Vice President

State of Illinois, County of Cook, ss:

On this 12th day of July, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 3RD day of AUGUST, 2017.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."



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

Bid Sheet

Please complete attached excel file with item descriptions and quantities.

Options will be selected and purchased based on available funding. The bid will be awarded based on lowest responsible bidder.

Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.

☐ Are these prices based on a purchasing cooperative contract? Yes _____ No ☒

☐ If yes, name of cooperative: _____ Contract No: _____
(Texas DIR, TXMAS, BuyBoard, etc.)

☐ Will vendor accept the City credit card (p-card) as a method of payment?
Yes _____ No ☒ %Disc _____

☐ Payment Terms/Discounts (if any): Payment terms per contract documents
No discounts



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

Authorized Signature/Contact Information

Firm Name: Reece Albert Inc
Mailing Address: 3001 Foster St.
City, State Zip Code: San Angelo, Tx 76903
Physical Address: Same
(Must be physical address, not PO Box, of business)
City, State Zip Code: Same
Authorized Signature: [Signature]
Print Name: Skip Klement Estimator Date: 8-4-2017
Tax ID (attach IRS W-9): 75-1285072
Telephone: 325-653-1241 FAX: 325-653-6086
Email: skip@reecealbertinc.com

Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.

The signee agrees, if this bid is accepted, to furnish any and all goods or services upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The signee affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other vendor, and that the contents of this bid as to prices and terms or conditions have not been communicated by the signee nor by any employee or agent to any other vendor or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the vendor nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services, nor to influence any person to bid or not to bid thereon.

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
REECE ALBERT, 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.)
3001 Foster Street

6 City, state, and ZIP code
San Angelo, TX 76903

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
7	5	-	1	2	8	5	0	7 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person *Miguel Jack* Date **8-4-2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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



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

Addenda Acknowledgement

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

Addendum No. 1 dated	<u>7-27-2017</u>	Received	<u>7-27-2017</u>
Addendum No. 2 dated	<u>8-2-2017</u>	Received	<u>8-2-2017</u>
Addendum No. 3 dated	<u> </u>	Received	<u> </u>

Please Print

Reece Albert, Inc.
Company Name
[Signature]
Signature
Shirley Klement
Printed Name
Estimator
Title
3001 Foster
Address
San Angelo, TX 76903
City, State Zip Code



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Disclosure of Certain Relationships

NOTICE TO VENDORS

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

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

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

Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO As defined by Chapter 176 of the Texas Local Government Code (Revised 05/16/17)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all buyers 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.

None

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.

None

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.

None

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 Reece Albert, Inc.
Estimator
Signature of vendor doing business with the governmental entity

Date

8-4-2017



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

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

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

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

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

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

- (2) the vendor:

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

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

- or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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



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

Debarment and Suspension Certification

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

Business Name Reece Albert Inc.

8-4-2017
Date

By: Shirley Klement Estimator
Name and Title of Authorized Representative
[Signature]
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
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Local Preference Consideration

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

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

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

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

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

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

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

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



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

Local Preference Consideration Application

Business Name: Reece Albert, Inc.
Physical Address: 3001 Foster
Mailing Address: Same
City, State, Zip Code: San Angelo, TX 76903

Business Type:

- ☒ Corporation – Indicate state of incorporation
☐ Partnership – Indicate "general" or "limited"
☐ Sole proprietorship

Texas

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

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

(Please print)

[Signature]
Authorized Representative Signature

Shirley Klement
Printed Name

Estimator
Title

8-4-2017
Date

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



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 Vendors

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low vendor, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident vendor is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident vendors in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that vendor. Resident vendors must check the blank in Section B.

- A. Non-resident Vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident vendors by state law. A copy of the statute is attached.

Non-resident Vendors in _____ (give state), our principal place of business, are not required to underbid resident vendors.

- B. Our principal place of business or corporate offices are in the State of Texas: ☒

VENDOR:

(Please print)

Reece Albert Inc.
Company Name
Skip Klement
Signature
Skip Klement
Printed Name
Estimator
Title
3001 Foster St.
Address
San Angelo, TX 76903
City, State Zip Code



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

City References

Reece Albert, 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: MLK Transportation Enhancement Improvement Project
Location: City of San Angelo
Contact Person and Title: COSA Engineering
Telephone Number: 325-657-4201
Scope of Work: Excavation, Water Mains, Waste Water Infrastructure,
Contract Period: 9-19-2016 to Current
Curb & Gutter, Flex Base, Asphalt Paving, Sidewalks

Reference Two

Project Name: Paul Ann & Smith Blvd.
Location: City of San Angelo
Contact Person and Title: COSA Engineering
Telephone Number: 325-657-4201
Scope of Work: Excavation, Flex Base C&G, Asphalt Paving
Contract Period: 9-2-2014 to 9-15-2015

Reference Three

Project Name: 2013 Mill & Overlay Project
Location: City of San Angelo
Contact Person and Title: COSA Engineering
Telephone Number: 325-657-4201
Scope of Work: Mill & Overlay Existing Streets
Contract Period: 6-14-2013 to 12-31-2013



CITY OF SAN ANGELO
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Reference Four

Project Name: 50th Street / Grape Creek Road Project
Location: City of San Angelo
Contact Person and Title: COSA Engineering
Telephone Number: 325-657-4201
Scope of Work: Excavation Lime/Cement Subgrade, Flex Base,
Contract Period: 3-30-2011 to 5-31-2012
Roller Compacted Concrete Paving, Curb & Gutter

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
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Local Area References

Reece Albert, 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 Del Rio - Amistad Drainage Improvements
Location: Del Rio, TX
Contact Person and Title: Alejandro Garcia, P.E. - Assist. City Engineer
Telephone Number: 830-774-8535
Scope of Work: Reconst. Street, Install Drainage Structure
Contract Period: June 2015 to Dec. 2015
Contract Amount: \$545,138.00

Reference Two

Government/Company Name: TXDOT - Reagan Co. - US67 - STP 2014(966)
Location: Big Lake, TX
Contact Person and Title: Lewis Nowlin, P.E. - Junction Area Engineer
Telephone Number: 325-446-2413
Scope of Work: Widen Roadway to install Passing Lanes, Drainage Struc
Contract Period: Dec 2014 to Nov. 2015
Contract Amount: \$4,977,903.00

Reference Three

Government/Company Name: City of Midland - Douglas Ave Paving & Drainage
Location: Midland, TX
Contact Person and Title: Matt Carr, P.E. - City Engineer
Telephone Number: 432-685-7415
Scope of Work: Street Construction w/ Curb and Storm Drain
Contract Period: April 2015 to Dec. 2015
Contract Amount: \$1,942,652.00



CITY OF SAN ANGELO
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72 West College Avenue, San Angelo, Texas 76903
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Reference Four

Government/Company Name: City of Del Rio - Street Rehabilitation
Location: Del Rio, TX
Contact Person and Title: Alejandro Garcia, P.E. - Assist. City Engineer
Telephone Number: 830-774-8535
Scope of Work: Pavement Structure Repair, Rework Base, Asphalt Paving
Contract Period: Aug. 2015 to Mar. 2016
Contract Amount \$ 2,107,250.00

Reference Five

Government/Company Name: City of Big Lake - 2014 Paving Project
Location: Big Lake, TX
Contact Person and Title: John Voller, P.E. - Project Engineer 325-698-5560
~~Telephone Number:~~ Excavation, Flex Base Conc. Drives, Asphalt Paving
Scope of Work: Drainage Structures, Concrete Paving
Contract Period: Feb. 2015 to Sept. 2016
Contract Amount: \$ 4,760,804.00



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. Vendors 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: 43.3 ² ~~56.7~~ ²

Business Name: Reece Albert, Inc.

Contact Name: Skip Klement

Telephone: 325-653-1241

Address, City, State, Zip: 3001 Foster St., San Angelo, TX 76903

Category of Work: Water and Sewer % of Proposed Contract Amount: 45.2 ²

Business Name: Darnell Construction, LLC

Contact Name: David Darnell

Telephone: 325-653-1920

Address, City, State, Zip: 4750 S. Chadbourne, San Angelo, TX 76905

Category of Work: Barricades % of Proposed Contract Amount: 0.7 ²

Business Name: Contractors Service, Ltd.

Contact Name: Randy Lloyd

Telephone: 325-692-4317

Address, City, State, Zip: Box 5284, Abilene, TX 76908

Category of Work: Pavement Markings % of Proposed Contract Amount: 0.5 ²

Business Name: D.T.J. Construction, Inc.

Contact Name: Evan Floyd

Telephone: 512-355-2766

Address, City, State, Zip: P.O. Box 1609, Bertram, TX 78605

Category of Work: Seeding % of Proposed Contract Amount: 0.1 ²

Business Name: Insta-Turf Lawn

Contact Name: Clarice Wilde

Telephone: 325-651-2631

Address, City, State, Zip: 4233 St. Anthony Rd, San Angelo, TX 76905



CITY OF SAN ANGELO
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Category of Work: Electrical & Signs % of Proposed Contract Amount: 7.0 %
Business Name: Willis Electric Co. LP
Contact Name: Tommy Willis
Telephone: 325-698-3444
Address, City, State, Zip: 4242 Sayles Blvd, Abilene, TX 79605

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: Cement % of Proposed Contract Amount: 0.9 %
Business Name: Martin Marietta
Contact Name: Dewitt Curves
Telephone: 512-658-5268
Address, City, State, Zip: 2781 FM 1102, New Braunfels, TX 78132

Category of Work: Ready Mix Concrete % of Proposed Contract Amount: 2.3 %
Business Name: Ingram Concrete L.L.C.
Contact Name: Eugene Bradfute
Telephone: 325-677-2001
Address, City, State, Zip: P.O. Box 1166, Brownwood, TX 76804

Percentages should total to 100%



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Vendor Safety Record

- I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2016 .91
2015 .71
2014 .81
2013 .89
2012 .76

- II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2016	2015	2014	2013	2012
Number of injuries & illnesses	23	12	19	5	33
Number of lost time accidents	7	2	2	5	15
Number of recordable cases	23	12	19	5	33
Number of fatalities	0	0	0	0	0
Number of employee direct hire fixed hours (round to 1,000's)	764,000	735,000	660,000	611,000	664,000

- III. Please answer the following questions regarding your safety program

- a. Are regular project safety meetings held for Field Supervisor(s)? ☒ Yes ☐ No

If yes, frequency: ☒ Weekly ☐ Bi-Monthly ☐ Monthly ☒ As Needed

- b. Are project safety inspections conducted? ☒ Yes ☐ No

If yes, who performs inspections? RAI's Safety Department

How often? Frequently

Who is required to attend? Field Superintendent

- c. Does your organization have a written safety program? ☒ Yes ☐ No

If yes, provide a copy. It will become a compliance document upon contract award. Enclosed with Bid

- d. Does your organization have a safety orientation program for new employees? ☒ Yes ☐ No

For employees promoted to Field Supervisor? ☒ Yes ☐ No

If yes, does your Supervisor Safety Program include instructions on the following:

Safety Work Practices	☒ Yes	☐ No
Tool Box Safety Meetings	☒ Yes	☐ No
First Aid Procedures	☒ Yes	☐ No
Accident Investigation	☒ Yes	☐ No
Fire Protection	☒ Yes	☐ No
New Worker's Orientation	☒ Yes	☐ No



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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] 8-4-2017
 Signature Date
Shirley Klement, Estimator

NON-PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF SAN ANGELO AND _____.

This Services Agreement ("Agreement") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____, a Texas _____ company ("Contractor"), effective as of the _____ day of _____, 2017 (the "Effective Date").

RECITALS

- A. City has solicited a bid for phase one of the total reconstruction of Bell Street beginning with new pavement from the tie at the bridge south of Rio Concho Drive to Harris Avenue. In general, up to 20 inches of existing four-lane pavement will be removed and replaced with up to 24 inches of new pavement. New curb and gutter will be installed together with new six-foot sidewalks for the entire length of the project. New waterlines will be constructed adjacent to the new sidewalk along the east side of Bell Street with new sanitary sewer line to be installed along the west side of San Angelo Draw. Additionally, new traffic signals will be installed at two intersections. ("Work" or "Services") and Contractor's response thereto ("Response") has been selected as a qualified Response for the provision of Services. Contractor reaffirms all averments in Contractor's Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.
- B. City wishes to engage the services of Contractor, and Contractor wishes to perform Services for City.

\$75.00

CITY OF SAN ANGELO REQUEST FOR BIDS

Engineering Services Department

Bell Street Improvements Phase 1

RFB No. ES-11-17



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

Submittal Deadline
August 3, 2017/2:00 PM, Local Time

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INVITATION TO BID

General

The Engineering Services Department of the City of San Angelo is requesting bids for phase one of the total reconstruction of Bell Street beginning with new pavement from the tie at the bridge south of Rio Concho Drive to Harris Avenue. In general, up to 20 inches of existing four-lane pavement will be removed and replaced with up to 24 inches of new pavement. New curb and gutter will be installed together with new six-foot sidewalks for the entire length of the project. New waterlines will be constructed adjacent to the new sidewalk along the east side of Bell Street with new sanitary sewer line to be installed along the west side of San Angelo Draw. Additionally, new traffic signals will be installed at two intersections.

Estimated Project Start Date: November 2017
Estimated Length of Project: 360 Calendar Days

Document Availability

Bid documents, plans, and specifications are available in the Purchasing Division at a cost of \$75.00 per set or may be downloaded from the City's website at www.cosatx.us at no cost. To locate the documents on the website go to:

- Bid Information > RFB: ES-11-17/ Bell Street Improvements Phase 1

Pre-Bid Conference

A non-mandatory pre-bid conference will be held on **July 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 bid procedures.

Digital Format

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

Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are detailed within the draft project agreement included within this bid package. Please review the insurance and indemnification requirements with your insurance agent **prior** to submitting your bid.

Qualification Statement

Vendors should be advised that a qualification statement might be required by the City upon request.

Required Response

The City requires a response to any Request for Bid (RFB) notifications mailed to potential vendors. Should a company choose not to bid on the project, then in order to remain on the City of San Angelo's potential vendors list a "No Bid Reply" form must be submitted.

Deadline and Delivery Location

Sealed RFB submittals must be received no later than **August 3, 2017, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Bids received after the bidding deadline, regardless of the mode of delivery, will not be considered.

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

Faxed or electronically submitted bids will not be accepted.

Copies

Submit: One (1) unbound original (binder clips acceptable), two (2) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required bid forms.

Delivery Address

City of San Angelo



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

Purchasing Division, RFB: ES-11-17
72 W. College Ave., Suite 330
San Angelo, Texas 76903

Mark Sealed Bid Envelope: "RFB NO. ES-11-17/Bell Street Improvements Phase 1"

Addenda

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

Rejection of Bids

The City of San Angelo reserves the right to reject all bids, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional bids.

Points of Contact

During RFB:

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

Project After Award:

Quang Nguyen, Project Engineer
Engineering Services Department
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903



1. INSTRUCTIONS TO VENDORS

1.1. Interpretations

All questions about the meaning or intent of the bid documents, including specifications shall be submitted to the Purchasing Division in writing. Replies will be issued by addenda and posted on the City's website. Questions received less than a week prior to the date for bid submittals will not be answered. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect. The bid invitation number must appear on all correspondence, inquiries, etc. It is the vendor's responsibility to ensure all addenda have been considered prior to bidding.

1.2. Restrictions on Communications

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

Exceptions to the Restrictions on Communication with City employees include:

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

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

4. Vendors may provide responses to questions asked of them after responses are received and opened.
5. Upon completion of the evaluation process, vendors shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Vendors desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.

1.3. Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the RFB will be in the form of written addenda.

1.4. Confidentiality

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

1.5. Bid Items

Vendors are expected to examine all specifications, drawings, standard provisions, and instructions. Failure to do so will be at the vendor's risk. Bids are to be submitted on each item and total extended, however more than one bid may be submitted on products meeting the specifications.

1.6. Bid Form

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



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

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

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

1.7. Modification or Withdrawal of Bids

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

1.8. Prices

Bids must be firm, however if a vendor believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid. Pricing is to be submitted as quantity per unit specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Bid Sheet in ink or typewritten.

1.9. Evaluation Factors

It is **not** the policy of the City to purchase solely on the basis of pricing. In evaluating bids, the following considerations shall be taken into account to determine the lowest responsible bidder:

- A. Price
- B. Record of federal, state or local governmental entity suspension, termination or debarment
- C. References
- D. Safety record
- E. Any relevant criteria specifically listed in the RFB

1.10. Disqualification

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

- A. The vendor is involved in any litigation against the City of San Angelo;
- B. The vendor is in arrears on any existing contract or has defaulted on a previous contract with the City;
- C. The vendor is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- D. The bid is not received by the bid submittal deadline;
- E. The bid is not executed by a person authorized to enter into a contract binding on the vendor; or,
- F. The Bid Bond is not submitted by the bid submittal deadline or is not in the name of vendor submitting a bid.

1.11. Copies of Bid Tabulation Results

To obtain Bid Tabulation results, download from the City's website www.cosatx.us > Bid Information > RFB: ES-11-17 / Bell Street Improvements Phase 1.



1.12. Reservations

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

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure;
- B. Extend the bid closing time and date;
- C. Reissue a bid invitation or RFB;
- D. Procure any item by other means; or,
- E. Increase or decrease the quantity specified, unless the vendor specifies otherwise.

1.13. Bid Security

Each bid 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 bid. 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 bid. Bid securities will be deposited within 24-hours of bid submission and a new check from the City will be issued to unsuccessful vendors within thirty (30) business days of the City Council award of bid.

1.14. Security Forfeiture

Failure of the selected vendor 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 vendor 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.

1.15. Return of Security

The security of the successful vendor will be retained until they have executed the contract agreement and furnished the required bonds and insurance, whereupon bid security will be returned. The security of any vendor 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 vendor to the City but not to exceed ninety (90) days after the bid submittals are due. Bid security by other vendors will be returned within thirty (30) days of when bid submittals are due.

1.16. Order Placement

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

1.17. Inspections

Inspections shall be at the discretion of the City within the requirements of the City. The vendor 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.

1.18. Invoices & Payments

Vendor shall submit separate invoices on each Purchase Order that indicate the Purchase Order number and supply agreement, if applicable. Invoices shall be itemized and include a copy of the bill of lading and the freight waybill, when applicable. Payment terms will be outlined in the attached draft contract.

Payment may be withheld by City, at the discretion of the City, to vendor until all required documents pertaining to the sale are received by the City.

1.19. Gratuities

The City may, by written notice to the vendor, cancel this contract without liability to vendor if it is determined by the City that gratuities were offered from an agent or representative of the vendor to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or



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amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by vendor in providing such gratuities.

1.20. Warranty-Price

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

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

1.21. Warranty-Product

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

1.22. Safety Warranty

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

1.23. No Warranty by City against Infringements

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

1.24. Termination

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

1.25. Force Majeure

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

1.26. Assignment-Delegation

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



1.27. Waiver

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

1.28. Modifications

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

1.29. Interpretation-Parol Evidence

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

1.30. Applicable Law

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

1.31. Advertising

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

1.32. Right to Assurance

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

1.33. Equal Employment Opportunity

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

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

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

1.34. Conflict Of Interest

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

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



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

1.36. 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.

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

1.37. Taxes and Permits

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

1.38. Examination of Contract Documents

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

1.39. Familiarization with the Type of Work

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

1.40. 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 vendor is fully and solely responsible to verify pertinent information prior to bid submission. Use of the information provided in no way relieves the vendor or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

1.41. Soils Testing Specifications

The vendor 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 bid preparation phase. All such investigations must be coordinated through the City.



1.42. Subcontractors and Suppliers

All bids must include a list of proposed subcontractors and suppliers on the form included in the bid forms section. **Vendors are strongly encouraged to explore utilizing area subcontractors and suppliers.**

When requested by the City, within 24 hours of bid opening, the apparent low vendor, and any other vendor so requested, shall submit a list of all subcontractors they expect to use.

1.42.1. 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 vendor 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 vendor in writing if there is objection to any subcontractor, person, or organization on such list.

If the apparent low vendor declines to make any such substitution, the contract shall not be awarded to such vendor, but their declining to make any such substitution will not constitute grounds for sacrificing their 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 vendor'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 vendor may either (1) submit an acceptable substitute without an increase in their bid price or (2) withdraw their bid. If the City raises objection to a subcontractor, person, or organization after the execution and delivery of the agreement, the vendor 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 vendor fails to submit an acceptable substitute prior to execution and delivery of the agreement, no increase in contract price shall be allowed.

1.42.2. Suppliers

The list of subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the vendor expects to use in the work.

1.43. Copies of Contract Documents

The selected vendor 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.

1.44. Performance and Payment Bond

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful vendor 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 vendor 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 vendor 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 vendor or re-advertise for bids, and may charge against the vendor 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 bid security.

Performance and Payment Bonds shall be delivered to the City's Risk Manager.

1.45. 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.

1.46. Quantities are Approximate

The quantities named in the bid are approximate only, but these are to be used as a basis for the comparison of bids 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 vendor excessively, then the City may take such a condition under consideration in awarding the contract.

1.47. Employment Requirements and Wage Rates

1.47.1. General

The selected vendor 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 vendor 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.

1.47.2. Records

The selected vendor 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.

1.47.3. Penalty

If the selected vendor 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.**

1.47.4. Hours of Labor

The selected vendor 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.**

1.47.5. Veterans Preference

Pursuant to **Texas Government Code**, §657.004, the selected vendor 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.

1.47.6. 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



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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 vendor 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		



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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



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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.

=====

END OF GENERAL DECISION

1.48. Legal Venue

Tom Green County, Texas

1.49. Funds – Price

The vendor submitting the lowest responsible bid will establish a price agreement with the City. The work will be selected based on the availability of funds. The City reserves the right to award the contract by base bid, alternates, or a combination thereof.

1.50. Claims for Overcharges

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

1.51. Time of Performance

The time of performance will be outlined in the attached draft contract.



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2. NO BID REPLY

For ES-11-17 / Bell Street Improvements Phase 1

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

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

===== # # # =====

PLEASE PRINT

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

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

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

- ☐ 4. We do not feel we can be competitive.
- ☐ 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ☐ 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

- ☐ 7. We do not sell the items or provide the services requested.
- ☐ 8. Other: _____

Firm _____

Signed _____

Date _____

Thank you for your assistance!



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3. ATTACHMENTS

- A.** City of San Angelo Owner's Construction General Conditions (effective March 19, 2015)
- B.** Specifications and Contract Documents
- C.** Plan Set



4. BID FORMS

Copies

Submit: One (1) unbound original (binder clips acceptable, two (2) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required bid forms.

Please submit all bid forms in the following order:

- ☐ Specifications Worksheet
- ☐ Bid Sheet
- ☐ Authorized Signature/Contact Information with W-9
- ☐ Bid Security (based on base bid price)
- ☐ Performance & Payment Bonds (if applicable)
- ☐ Addenda Acknowledgment Form
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ Local Preference Consideration Application & Economic Impact Details
- ☐ Vendor Compliance With Reciprocity on Non-Resident Vendors
- ☐ City References List
- ☐ Local Area References List
- ☐ List of Proposed Subcontractors/Suppliers
- ☐ Vendor Safety Record
- ☐ 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 bid, vendor 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 vendor influenced or attempted to influence the bidding process, the City may, in its discretion, reject the bid.

Submit all forms beyond this point.



Specifications Worksheet

Please indicate if you will be able to provide the below products/services.

Item	DESCRIPTION	YES	NO	If NO, will a subcontractor provide the service?
1.	Removal of up to 20 inches of four-lane pavement for approximately 4,200 feet	☐	☐	
2.	Construction of up to 24 inches of new pavement for approximately 4,200 feet	☐	☐	
3.	Installation of new curb and gutter for approximately 4,200 feet	☐	☐	
4.	Installation of six-foot sidewalks	☐	☐	
5.	Construction of 4,200 feet of new waterlines	☐	☐	
6.	Construction of 6,000 feet of new sanitary sewer lines	☐	☐	
7.	Material and installation of new traffic signal	☐	☐	

Please indicate a yes or no on the below information.

Item	DESCRIPTION	YES	NO	If NO, provide explanation.
1.	Completion of project within specified number of days	☐	☐	
2.	Completion of project by City's deadline	☐	☐	
3.	Vendor is not debarred/suspended	☐	☐	

Projected calendar days to start after PO is received _____

Estimated completion of project (in calendar days) _____



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Bid Sheet

Please complete attached excel file with item descriptions and quantities.

Options will be selected and purchased based on available funding. The bid will be awarded based on lowest responsible bidder.

Note: Should there be any differences between the unit price and the extended pricing calculations, the unit price will prevail.

- ☐ Are these prices based on a purchasing cooperative contract? Yes_____ No_____
- ☐ If yes, name of cooperative:_____ Contract No: _____
(Texas DIR, TXMAS, BuyBoard, etc.)
- ☐ Will vendor accept the City credit card (p-card) as a method of payment?
Yes_____No_____ %Disc_____
- ☐ Payment Terms/Discounts (if any): _____



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Authorized Signature/Contact Information

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Physical Address: _____

(Must be physical address, not PO Box, of business)

City, State Zip Code: _____

Authorized Signature: _____

Print Name: _____ Date: _____

Tax ID (attach IRS W-9): _____

Telephone: _____ FAX: _____

Email: _____

Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.

The signee agrees, if this bid is accepted, to furnish any and all goods or services upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The signee affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other vendor, and that the contents of this bid as to prices and terms or conditions have not been communicated by the signee nor by any employee or agent to any other vendor or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the vendor nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services, nor to influence any person to bid or not to bid thereon.



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Addenda Acknowledgement

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

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

Please Print

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code



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Disclosure of Certain Relationships

NOTICE TO VENDORS

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

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

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

Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO As defined by Chapter 176 of the Texas Local Government Code (Revised 05/16/17)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all buyers 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



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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7

Signature of vendor doing business with the governmental entity

Date



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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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



Debarment and Suspension Certification

- (1) The prospective primary 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



Debarment and Suspension Certification

INSTRUCTIONS

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



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Local Preference Consideration

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

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

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

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

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

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

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

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



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Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Business Type:

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

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

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

(Please print)

Authorized Representative Signature

Printed Name

Title

Date

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



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Vendor Compliance with Reciprocity on Non-Resident Vendors

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low vendor, a non-resident vendor must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident vendor by the same amount that a Texas resident vendor would be required to underbid a non-resident vendor in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident vendor is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident vendors in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that vendor. Resident vendors must check the blank in Section B.

- A. Non-resident Vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident vendors by state law. A copy of the statute is attached.

Non-resident Vendors in _____ (give state), our principal place of business, are not required to underbid resident vendors.

- B. Our principal place of business or corporate offices are in the State of Texas: _____.

VENDOR:

(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: _____



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

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

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: _____



CITY OF SAN ANGELO
PURCHASING DIVISION
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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: _____



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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.
Vendors 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: _____



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%



Vendor Safety Record

- I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2016 _____

2015 _____

2014 _____

2013 _____

2012 _____

- II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2016	2015	2014	2013	2012
Number of injuries & illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					
Number of employee direct hire fixed hours (round to 1,000's)					

- III. Please answer the following questions regarding your safety program

- a. Are regular project safety meetings held for Field Supervisor(s)? ☐ Yes ☐ No

If yes, frequency: ☐ Weekly ☐ Bi-Monthly ☐ Monthly ☐ As Needed

- b. Are project safety inspections conducted? ☐ Yes ☐ No

If yes, who performs inspections? _____

How often? _____

Who is required to attend? _____

- c. Does your organization have a written safety program? ☐ Yes ☐ No

If yes, provide a copy. It will become a compliance document upon contract award.

- d. Does your organization have a safety orientation program for new employees? ☐ Yes ☐ No

For employees promoted to Field Supervisor? ☐ Yes ☐ No

If yes, does your Supervisor Safety Program include instructions on the following:

Safety Work Practices	☐ Yes	☐ No
Tool Box Safety Meetings	☐ Yes	☐ No
First Aid Procedures	☐ Yes	☐ No
Accident Investigation	☐ Yes	☐ No
Fire Protection	☐ Yes	☐ No
New Worker's Orientation	☐ Yes	☐ No



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

NON-PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF SAN ANGELO AND _____.

This Services Agreement (“Agreement”) is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation (“City”) and _____, a Texas _____ company (“Contractor”), effective as of the _____ day of _____, 2017 (the “Effective Date”).

RECITALS

- A.** City has solicited a bid for phase one of the total reconstruction of Bell Street beginning with new pavement from the tie at the bridge south of Rio Concho Drive to Harris Avenue. In general, up to 20 inches of existing four-lane pavement will be removed and replaced with up to 24 inches of new pavement. New curb and gutter will be installed together with new six-foot sidewalks for the entire length of the project. New waterlines will be constructed adjacent to the new sidewalk along the east side of Bell Street with new sanitary sewer line to be installed along the west side of San Angelo Draw. Additionally, new traffic signals will be installed at two intersections. (“Work” or “Services”) and Contractor’s response thereto (“Response”) has been selected as a qualified Response for the provision of Services. Contractor reaffirms all averments in Contractor’s Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.
- B.** City wishes to engage the services of Contractor, and Contractor wishes to perform Services for City.



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

TERMS:

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

2. **TERM:** The term of this Agreement shall be _____ (____) days commencing on the Effective Date hereof. Work shall not commence until City provides Contractor with a written notice to proceed, and shall be fully completed within THREE HUNDRED AND SIXTY (360) days thereafter.

3. **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 ("substantially complete" with respect to a building shall be after a certificate of occupancy is issued and the building is accepted and beneficially occupied by City.) within the time specified in Section 2. above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by 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 AND TWENTY DOLLARS AND NO/100 (\$820.00.) 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.

4. **SCOPE OF WORK/SERVICES:**

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

B. Contractor represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the workmanlike manner described in Contract Documents;.



5. **COMPENSATION:**

A. The amount of compensation payable by City to Contractor shall be based on the rates and schedules or total price described in **Exhibit “B”** hereto, which by this reference is incorporated into this Agreement.

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

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

D. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

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

This Services Agreement including Special Insurance Rider, **Exhibit “C”**

RFB ES-11-17, **Exhibit “A”**

Owner’s Construction General Conditions, **Attachment 1(By the execution hereof Contractor acknowledges that Contractor has received a copy of Owner’s Construction General Conditions, Attachment 1, has had opportunity to review the same, is familiar with the provisions therein and agrees that Attachment 1 constitutes a part of this Agreement as if set forth herein verbatim.)**

Contractor’s Response, **Exhibit “B”**

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

This Services Agreement, including Special Insurance Rider, **Exhibit “C”**;

RFB ES-11-17, **Exhibit “A”**

Owner’s Construction General Conditions, **Attachment 1**

Contractor’s Response, **Exhibit “B”**

7. **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 Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Primary Contractor's performance under this Agreement. 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 Agreement.

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

8. AWARD OF AGREEMENT: 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 Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

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

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

11. INDEMNIFICATION. 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 reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property



arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Contractor or Contractor's agent, consultant under contract, or another entity over which Contractor exercises control, or its employees, agents or sub-providers (collectively referred to as "Contractor") (ii) the failure of Contractor to comply with any of the paragraphs herein or the failure of Contractor to conform services or work to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. 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-providers, 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 Indemnatee for the Indemnatee's own gross negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Contractor in performing Services under this Agreement.

12. **INSURANCE:** Contractor 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, and with insurers licensed to do business in Texas. All insurance 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 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 Contractor. 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 Services under 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 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.

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

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.

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

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 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 Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, Contractor shall be deemed in default of this Agreement.

13. DEFAULT: If Contractor fails to comply with any term or condition of this Agreement, 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 Agreement whereupon all payments, advances, or other compensation paid by City to Contractor while Contractor was in default shall be immediately returned to City. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Should Contractor be unable or unwilling to commence to perform Services within the time provided or contemplated herein,



then, in addition to the foregoing, Contractor shall be liable to City for all costs and expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses in the procurement of Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Contractor understands and agrees that all disputes between Contractor and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. Contractor shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that 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 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 Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Contractor's Request, the dispute shall 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 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 Agreement 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 Agreement and the laws of the State of Texas.

15. TERMINATION RIGHTS OF CITY:



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

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, 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 services 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 Agreement, without notice 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 by Contractor under this Agreement.

16. NONDISCRIMINATION: Contractor represents and warrants to City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement 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 Agreement.

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

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

TO CITY:

City of San Angelo
Attn: Russell Pehl
72 W. College Ave.
San Angelo, Texas 76903
Phone: (325) 657-4201

TO PROVIDER:

Attn: _____

Phone: _____



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

20. WARRANTY:

A. The Contractor warrants and guarantees to the Owner that all Materials or Equipment will be new unless otherwise specified, free from faults or defects, and that all Work will be performed in a workmanlike manner, and in accordance with the specifications and requirements of the Contract Documents as well as of any required or applicable regulations, codes, inspections, test, or required approvals. All unsatisfactory, faulty or un-workman like Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defective Work shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

B. If required by the Owner prior to approval of final payment the Contractor will promptly, without cost to the Owner, either correct any defective Work, whether or not fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by its correction, removal, or replacement of Contractor's defective Work. If the Contractor does not diligently proceed to correct such defective Work or remove and replace such rejected Work within a reasonable time, as required by written notice from the Owner, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be charged to the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price or otherwise paid by Contractor.

C. Prior to the expiration of one (1) year after the date of Final Completion (or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or warranty required by the Contract Documents), if any Work is found to be defective, the Contractor will promptly without cost to the Owner and in accordance with the Owner's written instruction, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. Any such corrected or replaced defective work shall be warranted by the Contractor for one year from and after such correction or replacement of work.



D. If the Contractor does not promptly comply with the terms of such instructions to correct or replace defective Work, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor. In such case, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. Should the remaining contract balance be insufficient to complete the works, Owner will seek reimbursement from the Contractor and/or its surety for the damages in excess of the remaining contract balance. If the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor within thirty (30) days of written demand for payment accompanied by supporting documentation.

21. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

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



22. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.
23. **INDEPENDENT PROVIDER:** Contractor has been procured and is being engaged to provide Services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Contractor 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. Contractor further understands that Texas Workers' Compensation benefits available to employees of City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to City under this Agreement.
24. **CONTINGENCY CLAUSE:** City's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.
25. **REAFFIRMATION OF REPRESENTATIONS:** Contractor hereby acknowledges and reaffirms all of the representations contained in this Agreement and Contractor's response to solicitation for bid.
26. **DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.
27. **SURVIVAL OF REMEDIES:** Anything in this Agreement to the contrary notwithstanding the provisions of this agreement relating to indemnity and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.
28. **ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
29. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.



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

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

CITY OF SAN ANGELO, TEXAS

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

Date: _____, 2017

PROVIDER:

BY: _____

ITS: _____

Date: _____, 2017

ATTEST:

BY: _____

ITS: _____



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

APPROVED AS TO CONTENT:

Julia Antilley, Purchasing Manager

APPROVED AS TO FORM

Dan T. Saluri, Deputy City Attorney

APPROVED AS TO CONTENT:

Russell Pehl, City Engineer

APPROVED AS TO RISK

Charles Hagen, Risk Manager



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

EXHIBIT "A"
RFB NO. ES-11-17 Bell Street Improvements Phase 1

(following pages)



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

EXHIBIT "B"

Contractor's Response to RFB No. ES-11-17 Bell Street Improvements Phase 1

(following pages)



EXHIBIT “C”
SPECIAL INSURANCE RIDER

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:

1.1 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 Agreement entitled “Indemnification,” including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage limits shall not be less than:

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

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect 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 shall be as follows:

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

1.3 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



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

\$ 500,000.00 Employer's Liability, Disease - Each Employee

\$ 500,000.00 Employer's Liability, Disease - Policy Limit

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

**A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL
AWARDING RFB NO. ES-11-17, "ENGINEERING SERVICES DEPARTMENT,
BELL STREET IMPROVEMENTS PHASE I" TO REECE ALBERT, INC., AND
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A
SERVICES AGREEMENT THEREFORE.**

WHEREAS, the City of San Angelo issued a Request for Bid, RFB No. ES-11-17 "Engineering Services Department, Bell Street Improvements Phase I", for the total reconstruction of Bell Street beginning with new pavement from the tie at the bridge south of Rio Concho Drive to E. Harris Avenue, including pavement, curb and gutter, sidewalks, utilities and several signaled intersections. (the "Project"); and,

WHEREAS, REECE ALBERT, INC. submitted a bid pursuant to the request, which response has been determined to be the lowest responsible bidder for the Project;

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

The City Council hereby awards RFB No. ES-11-17 "Engineering Services Department, Bell Street Improvements Phase I" for the total reconstruction of Bell Street beginning with new pavement from the tie at the bridge south of Rio Concho Drive to E. Harris Avenue, including pavement, curb and gutter, sidewalks, utilities and several signaled intersections, to REECE ALBERT, INC., and authorizes the City Manager or his designee to negotiate and execute a construction services agreement with. REECE ALBERT, INC., in accordance with said bid award in a sum not to exceed SEVEN MILLION THREE HUNDRED NINETY-TWO THOUSAND FORTY-TWO AND NO/100 DOLLARS (\$7,392,040.).

PASSED, APPROVED, and ADOPTED on this the 15th day of August, 2017.

CITY OF SAN ANGELO

ATTEST:

By: _____
Brenda Gunter, Mayor

Bryan Kendrick, City Clerk

Approved as to Content:

Approved as to Form:

Russell Pehl, City Engineer

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: August 15, 2017

Item type: Regular Item

Caption:

Consider a resolution authorizing the acquisition of permanent easements and rights-of-way across various parcels of real property required for the Bell Street Improvement Project; and authorizing the City Manager to execute all related documents; finding a public use and benefit therefore; and authorizing initiation of eminent domain proceedings pursuant to law if necessary to acquire the property for said easements and rights-of-way - (Presentation by Shane Kelton, Director of Operations)

Summary/History:

The Bell Street Improvement Project provides for certain utility and rights-of-way improvements along a route on both the east and west sides of Bell Street, extending from the bridge south of Rio Concho Drive, north to Old Ballinger Highway, and includes waterlines, sewer mains, pavement, curb and gutter, sidewalks and several light controlled intersections.

The properties along the improvement area are privately-owned and therefore require an easement or purchase by the City. The City has acquired some but not all of the easements and rights-of-way necessary for completion of the Project. This Resolution is to authorize the City Manager or his designee to make final, written Bona Fide Offers to acquire the property interests required for the Project. Should the property owners fail to provide the required property interests voluntarily, the City Manager is authorized to move forward with acquiring the required property interest through the City's eminent domain authority by initiation of condemnation proceedings.

Financial Impact:

Acquisition of property, easements and rights-of-way not to exceed the appraised value.

Other Information/Recommendation:

Staff recommends adoption of the Resolution.

Attachments:

1. Resolution 17-796 Bell Street Property Resolution.docx

Presentation:

Approvals/Reviews:

Patrick Frerich
Shane Kelton
Theresa James
Anthony Wilson

Created/Initiated
Approved
Approved
Approved

Julia Antilley
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

Approved
Approved
Approved
Approved
Final Approval

A RESOLUTION OF THE CITY OF SAN ANGELO DETERMINING A PUBLIC NECESSITY FOR CERTAIN UTILITY AND RIGHT-OF-WAY IMPROVEMENTS DESCRIBED AS THE BELL STREET IMPROVEMENT PROJECT, PHASES 1, 2 AND 3, AND THE ACQUISITION OF CERTAIN PARCELS OF REAL PROPERTY, EASEMENTS AND RIGHTS-OF-WAY FOR PUBLIC USE; DETERMINING THAT THE PUBLIC WELFARE AND CONVENIENCE WILL BE SERVED THEREBY; DESIGNATING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPROVE THE ACQUISITION AND EXECUTE ALL CONTRACTS AND OTHER LEGAL INSTRUMENTS NECESSARY OR CONVENIENT TO ACQUIRE THE REQUIRED PARCELS, EASEMENTS AND RIGHTS-OF-WAY FOR THE PROJECT; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO INITIATE EMINENT DOMAIN PROCEEDINGS FOR THE CONDEMNATION OF SAID PROPERTIES PURSUANT TO LAW IF DEEMED NECESSARY

WHEREAS, the Bell Street Project provides for certain utility and rights-of-way improvements along a route on both the east and west sides of Bell Street, consisting of Phase 1, Phase 2 and Phase 3, extending from the bridge south of Rio Concho Drive, north to Old Ballinger Highway, and including waterlines, sewer mains, pavement, curb and gutter, sidewalks and several light controlled intersections, necessary to serve essential public transportation and utility needs of east San Angelo; and,

WHEREAS, the general area and route for all three Phases of the Bell Street Improvement Project along which the transportation and utility improvements are required is described and depicted in **Exhibit “A”**, attached to this Resolution; and,

WHEREAS, the City Council does hereby determine that there is a public necessity for the transportation, utility and right-of-way improvements herein described as the Bell Street Improvement Project, Phases 1, 2 and 3, and for the acquisition of certain parcels, easements and rights-of-way (collectively “Property” or Properties”) for the entire route of the Project as described and depicted in **Exhibit “A”**; and,

WHEREAS, the City has acquired some but not all of the parcels, easements and rights-of-way (“Properties”) necessary for completion of the Project, the City Council hereby determines that there are additional parcels, easements and rights-of-way, including temporary construction easements, for which authority to purchase or begin eminent domain proceedings is sought that include but are not limited to properties described in **Exhibit “B”**, attached to this resolution;

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

- (1) All of the recitals and preambles hereinabove stated and **Exhibits “A”** and **“B”**

attached hereto are found to be true and correct and are incorporated herein and made a part of this Resolution; and,

- (2) The City Council of the City of San Angelo, Texas, hereby determines that there is a public necessity for, and that the public welfare and convenience will be served by, the acquisition of the parcels, easements and rights-of-way (collectively "Properties"), including temporary construction easements, required for the entire route of all three Phases of the Bell Street Improvement Project, extending from the bridge south of Rio Concho Drive, north to Old Ballinger Highway as described and depicted in **Exhibit "A"** attached to this resolution. Some but not all of the additional Properties left to be acquired along said Project route are properties described in **Exhibit "B"** attached to this Resolution.
- (3) The City Manager or his designee is hereby authorized to first make final, written Bona Fide Offers to acquire the property interests required for the Project, including temporary construction easements, at the full amounts determined and established to be just compensation therefore, from the owners of the subject properties voluntarily. Should the property owners fail to provide the required property interests voluntarily through Bona Fide Offer, the City Manager is authorized to move forward with acquiring the required property interests through the City's eminent domain authority by initiation of condemnation proceedings.
- (4) The City Manager, or persons acting under his direction, is authorized to cause eminent domain proceedings to be initiated to acquire by condemnation any or all of said Properties and temporary construction easements for the entire route of all three Phases of the Bell Street Improvement Project in accordance with applicable law in the event that the City of San Angelo, through its representatives, has negotiated with the owner(s) of the property involved as required by law and has been unable to agree with the owner(s) on the sum(s) to be paid for the purchase of any or all of said Properties and related damages.
- (5) It is hereby found and determined that the meeting at which this resolution is passed is open to the public as required by law and the public notice of the time, place and purpose of said meeting was given as required under Chapter 551 of the Texas Government Code.

ON MOTION DULY MADE THAT THE CITY OF SAN ANGELO AUTHORIZE THE USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE THE PROPERTIES IN THE GENERAL ROUTE DESCRIBED ON EXHIBIT "A", AND INCLUDING BUT NOT LIMITED TO THE PARCELS DESCRIBED ON EXHIBIT "B" , FOR THE PUBLIC USE AND BENEFIT HEREIN DETERMINED FOR CONSTRUCTION OF TRANSPORTATION AND UTILITY IMPROVEMENTS ADJACENT TO BELL STREET FROM THE BRIDGE SOUTH OF RIO CONCHO DRIVE TO THE OLD BALLINGER HIGHWAY, AND PROVIDING IN PART THAT THE FIRST RECORD VOTE APPLIES TO ALL UNITS OF PROPERTY TO BE CONDEMNED, THE MOTION WAS SECONDED, PASSED AND APPROVED THIS 15TH DAY OF AUGUST, 2017.

<u>YES</u>	<u>NO</u>	CITY OF SAN ANGELO, TEXAS
_____	_____	_____ Brenda Gunter, Mayor
_____	_____	_____ Tommy Hiebert, SMD #1
_____	_____	_____ Tom Thompson, SMD #2
_____	_____	_____ Harry Thomas, SMD #3
_____	_____	_____ Lucy Gonzales, SMD #4
_____	_____	_____ Lane Carter, SMD #5
_____	_____	_____ Billie DeWitt, SMD #6

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

APPROVED AS TO CONTENT:

Shane Kelton, Director of Operations

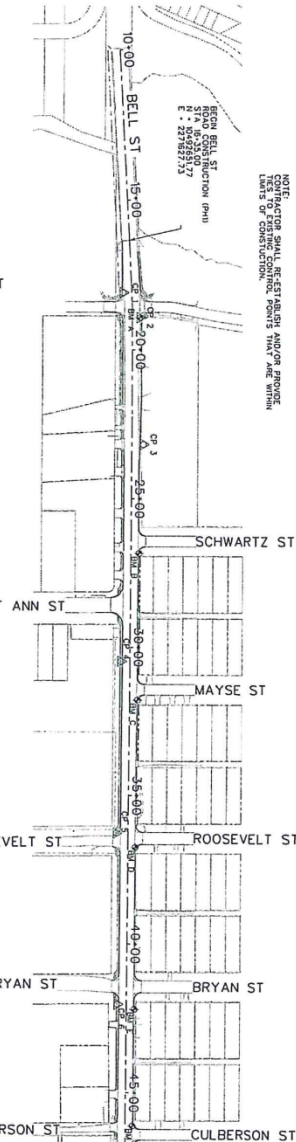
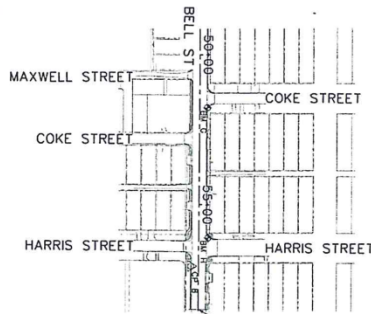
Exhibit "A"
1 of 3 Pages

SECTION 14.00 of State of Texas
Public Information Act (PIA) 2007
Public Information Act (PIA) 2007
Public Information Act (PIA) 2007
Public Information Act (PIA) 2007

LINE	STATION	STATION	STATION
1	1048320.00	227159.30	1011.17
2	1048320.00	227159.30	1011.17
3	1048320.00	227159.30	1011.17
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6	1048320.00	227159.30	1011.17
7	1048320.00	227159.30	1011.17
8	1048320.00	227159.30	1011.17

LINE	STATION	STATION	STATION
1	1048320.00	227159.30	1011.17
2	1048320.00	227159.30	1011.17
3	1048320.00	227159.30	1011.17
4	1048320.00	227159.30	1011.17
5	1048320.00	227159.30	1011.17
6	1048320.00	227159.30	1011.17
7	1048320.00	227159.30	1011.17
8	1048320.00	227159.30	1011.17

LINE	STATION	STATION	STATION
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3	1048320.00	227159.30	1011.17
4	1048320.00	227159.30	1011.17
5	1048320.00	227159.30	1011.17
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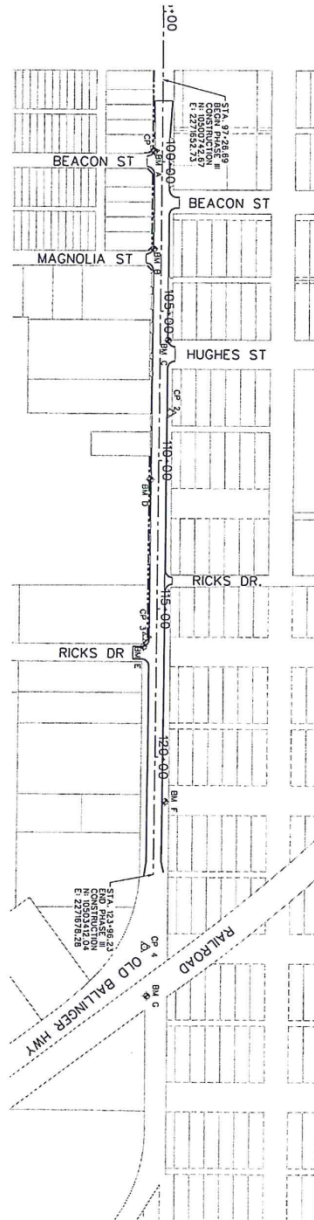
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SCALE IN FEET

CITY OF SAN ANGELO, TEXAS
PHASE I
BELL STREET ROADWAY AND UTILITIES IMPROVEMENTS
GENERAL
SURVEY CONTROL
AND PROJECT LAYOUT

DATE: 04/20/2017
DESIGNED: JWP
CHECKED: JWP
REVIEWED: JWP
FILE NAME: 042100101

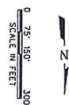
DATE: 04/20/2017
DESIGNED: JWP
CHECKED: JWP
REVIEWED: JWP
FILE NAME: 042100101

DATE: 04/20/2017
DESIGNED: JWP
CHECKED: JWP
REVIEWED: JWP
FILE NAME: 042100101



BENT LATERAL LOCATION		
Label	North	East
A	10500011.8	3227.627.9
B	10500129.5	3227.627.9
C	10500130.5	3227.627.9
D	10500131.5	3227.627.9
E	10500247.9	3227.627.9
F	10500145.6	3227.627.9
G	10500203.5	3227.627.9

[illegible]



Letter	Height	Mass	Location
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B	140(7)2.62	323(62)7.0	183.5
C	140(7)2.62	323(62)7.0	183.5
D	140(7)2.62	323(62)7.0	183.5
E	140(7)2.62	323(62)7.0	183.5
F	140(7)2.62	323(62)7.0	183.5
G	140(7)2.62	323(62)7.0	183.5

Users: 62228 or in the Windows Vista - 64-bit - 6.0.6002.18002 x64

SHEET CTRL-1	NO.	ISSUED	BY	DATE	FROM JOB NO.
					SANITIZED
					DATE
					DESIGNED
					DRAWN
					REVISED
VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.					FILE NAME
					ch2-1rt-1-ctrl02

CITY OF SAN ANGELO, TEXAS
PHASE III
BELL STREET ROADWAY AND UTILITIES IMPROVEMENTS
GENERAL
SURVEY CONTROL
AND PROJECT LAYOUT

FREESE & NICHOLS
4055 International Plaza, Suite 200
Fort Worth, Texas 76109-4855
Phone • (817) 735-7300
Fax • (817) 735-7991
Web • www.freese.com

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE
PURPOSE OF INTERIM REVIEW UNDER THE
AUTHORITY OF WAYNE HARTY, P.E.
TEXAS NO: 218231 DATE: 04/20/17
NOT FOR REGULATORY APPROVAL,
PERMITTING OR CONSTRUCTION.

EXHIBIT "B"

Parcel #	Phase	Type of ROW or Easement Needed	Property Owner's Name	Physical Property Address
1	1	ROW	Town & Country Food Stores Inc.	635 S Bell
14	1	ROW	Ricci, Albert C & Brown, Mary E	1610 Roosevelt
93	1	Sanitary Sewer Easement	Lot 21 Block 9 - Raquel Andalon Rodarte	1620 Brewer St
95	1	Sanitary Sewer Easement	Lot 2 Block 16 - Gabriel Lozano	1806 Komberlin
96	1	Sanitary Sewer Easement	Lot 3 Block 16 - Gabriel Lozano	1807 Komberlin
97	1	Sanitary Sewer Easement	Lot 6 Block 9 - Gabriel Lozano	1808 Komberlin
98	1	Sanitary Sewer Easement	Lot 22 Block 9 - Gabriel Lozano	1809 Komberlin
99	1	Sanitary Sewer Easement	Lot 23 Block 9 - Gabriel Lozano	1810 Komberlin
100	1	Sanitary Sewer Easement	Lot 24 Block 9 - Gabriel Lozano	1811 Komberlin
68	2	ROW	Town & Country Food Stores Inc.	818 N Bell
74	2	ROW	Century Trailer of San Angelo Inc.	868 N Bell
80	2	ROW	Texas State Bank Trustee/Sheffield 2014 Trust	902 N Bell
86	2	ROW	Bell Street Partners LTD	1120 N Bell
87	2	ROW	Producers Livestock Auction Company	1036 Old Ballinger Hwy
37	3	ROW	Allison Jolene & Prather Sheran / Bailey & Paul Addition	N/A
53	3	ROW	Ocampo, Edgar A & Francisco A	1605 Pulliam
55	3	ROW	Ocampo, Edgar A & Francisco A	1606 Pulliam
64	3	ROW	SMS Holdings LLC	620 N Bell
65	3	ROW	JLS Business Properties (on other spreadsheet as "Ocampo, Edgar A	704 N Bell

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Analyst, Sr., Budget, 325-657-4270

Meeting Date: August 15, 2017

Item type: Regular Item

Caption:

First public hearing and introduction of an ordinance amending the 2016-2017 budget for incomplete projects, equipment replacement, and grants. - (Presentation by Finance Director Tina Dierschke)

Summary/History:

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

- Traffic Operations – Signal replacement
- Environmental Health
- Airport Taxiway Reconfiguration and Construction Management Services Grant
- Airport Aircraft Rescue & Fire Truck and Pavement Prioritization Plan Grant
- Ford Ranch Lease Income
- Fleet Services Materials
- Property Casualty Insurance Claims
- Closing of the 2007 Bond Fund 515
- Closing of the 2003 Water Bond Fund 525
- Creation of Hotel Occupancy fund 605
- ACT Work Ready Community Reimbursement

Financial Impact:

\$7,533,161 (see attached detail on Exhibit A of the ordinance).

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | |
|---------------------------|-----------------------------------|
| 1. Budget Amendment Memos | 8-15-17 BA Memo - ALL.pdf |
| 2. Presentation | 8-15-17 FIN Budget Amendment.pptx |
| 3. Ordinance | Ordinance.pdf |

Presentation:

Tina Dierschke

Approvals/Reviews:

Kimberly Holle

Created/Initiated

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

Approved
Approved
Approved
Approved
Approved
Final Approval

Memo

To: Budget Staff
From: Dustin Hohensee, Traffic Operations Superintendent
Date: 06/27/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Accident claims have increased beyond the proposed budget amount established for FY2017.

Source of Funding:

Property Casualty Insurance Claim.

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

No.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue			0
101-3102-380.40-00	160,000	250,000	410,000
			0
Expense			0
101-3102-800.07-30	176,871	250,000	426,871
			0

Additional Comments:

To date, incurred accident and storm damage claims have amounted to \$374,768.60 this Fiscal Year, with approximately three months remaining.

Memo

To: Morgan Chegwidden, Budget Manager
From: Sandra J. Villarreal, Health Director
Date: 08/04/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increase the revenue for Environmental Health.

Source of Funding:

Health Permit fees. See Additional Comments below.

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

During the FY17 budget process.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
103-7201-345.02-00	80,000	9,000	89,000
			0
			0
			0
			0
			0

Additional Comments:

We would like to capture the revenue generated by an increased number of health permits issued due to various reasons (new businesses, change of ownership, temporary events).

Memo

To: Budget Staff
From: Lindsey Janzen, Business and Finance Analyst
Date: 08/15/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Setting up Grant 35 for the Taxiway Reconfiguration and Construction Management Services

Source of Funding:

Grant 35 is under the Federal Aviation Administration's Airport Improvement Program, which covers 90% through federal funds. The remaining 10% match from the city is generated from the airport's Passenger Facility Charges.

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

Yes. City council first reading on 15 August and approved on 5 September.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue			0
Grant 35 Reimbursed Exps	0	3,229,017	3,229,017
PFC Match	0	358,779	358,779
Expense			0
Taxiway Reconfiguration	0	3,299,701	3,299,701
Construction Management Svcs	0	288,095	288,095

Additional Comments:

Memo

To: Budget Staff
From: Lindsey Janzen, Finance and Business Analyst
Date: 08/15/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Setting up Grant 36 for the Aircraft Rescue & Fire Truck and Pavement Prioritization Plan

Source of Funding:

Grant 36 is under the Federal Aviation Administration's Airport Improvement Program, which covers 90% through federal funds. The remaining 10% match from the city is generated from the airport's Passenger Facility Charges.

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

Yes. City council first reading on 15 August and approved on 5 September.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue			0
Grant 36 Income	0	603,175	603,175
PFC Match	0	67,019	67,019
Expense			0
Aircraft Rescue & Fire Truck	0	605,959	605,959
Pavement Prioritization Plan	0	64,235	64,235

Additional Comments:

Memo

To: Budget Staff
From: Allison Strube, Asst. Director of Water Utilities
Date: 07/27/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To account for Ford Ranch lease income that will be utilized for capital expenditures.

Source of Funding:

Ford Ranch lease income

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

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue			0
260-0000-380.10-00	0	147,785	147,785
			0
Expense			0
260-4400-xxx.xx-xx	0	147,785	147,785
			0

Additional Comments:

Memo

To: Budget Staff
From: Ryan Kramer, Superintendent of Fleet Services
Date: 07/26/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Increase revenue and expense for material (parts for repairs and sublet repairs) purchases.

Source of Funding:

Fleet services revenue

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

No.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue			0
301-0000-340.03-00	919,613	200,000	1,119,613
			0
Expense			0
301-1800-500.06-25	919,613	200,000	1,119,613
			0

Additional Comments:

Memo

To: Budget Staff
From: Charles Hagen, Risk Manager
Date: 08/03/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Funds are needed to complete repairs/replacement to facilities and equipment that were damaged during the June storms.

Source of Funding:

Texas Municipal League will be covering the majority of costs through claims filing. Additional costs are expected to be covered under Hazard Mitigation Grant Program.

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

No previous approval.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue			0
320-0000-390.40-04	200,000	500,000	700,000
			0
Expense			0
320-1603-500.05-67	0	500,000	500,000
			0

Additional Comments:

Memo

To: Budget Staff
From: Jaime Guerrero, Chief Accountant
Date: 05/16/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To transfer budget to Fund 515 in order to close out the 2007 Bond Fund.

Source of Funding:

Fund Balance

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

Amount transfered was from an approved budget in Fund 514.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Improvements not building			0
515-4119-800.07-30	23,408	57,274	80,682
			0
			0
			0
			0

Additional Comments:

This is a reclassification of Concho River improvement budget and expenditures that were originally paid out of Fund 514 which was a 2011 bond issue. Our practice is to use older bond issues first so this will move the budget and expenditures to the 2007 bond issue in Fund 515 instead. This will also allow us to close out that bond fund.

Memo

To: Budget Staff
From: Jaime Guerrero, Chief Accountant
Date: 05/16/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

To move remaining fund balance in Fund 525 to debt service in order to close out this fund. The fund had expended 99% of funds.

Source of Funding:

Fund Balance

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

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Transfer to debt service			0
525-5503-901.08-17	1,397,817	250,003	1,647,820
			0
			0
			0
			0

Additional Comments:

This is not a funding of a project but a transfer of remaining fund balance to offset the payments for debt service.

Memo

To: Budget Staff
From: Jaime Guerrero, Chief Accountant
Date: 06/27/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Create a separate fund for hotel occupancy tax and removing those amounts from the civic events fund to provide a higher level of transparency.

Source of Funding:

Current hotel occupancy tax and fund balance.

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

No.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
605 HOT Revenue	0	1,859,500	1,859,500
			0
			0
605 HOT Transfers Out	0	991,600	991,600
605 HOT Expense	0	874,233	874,233
			0

Additional Comments:

Memo

To: Budget Staff
From: Nora Nevarez, Exec. Office Coord.
Date: 07/26/17
Re: Budget Amendment Request

Purpose of Budget Amendment Request:

Received reimbursement of travel expenses for ACT Work Ready Community project.

Source of Funding:

Concho Valley Local Workforce Development Board

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

No.

Project/Budget to be amended	Current Budget	Proposed Change	Proposed Revised Budget
Revenue			0
380000/Misc Incom	0	4,276	4,276
			0
Expense			0
412020/ACT Work Ready Comm	7,000	4,276	11,276
			0

Additional Comments:



City Council

August 15, 2017



Budget Amendment

	Revenue	Expense
Traffic Operations	\$250,000	\$250,000
Environmental Health	\$9,000	\$-
Airport Taxiway Reconfiguration Grant	\$3,587,796	\$3,587,796
Airport Aircraft Rescue & Fire Truck Grant	\$670,194	\$670,194



Budget Amendment

	Revenue	Expense
Ford Ranch Lease Income	\$147,785	\$147,785
Fleet Services Materials	\$200,000	\$200,000
Property Casualty Insurance Claims	\$500,000	\$500,000
Closing of 2007 Bond Fund	\$-	\$57,274



Budget Amendment

	Revenue	Expense
Closing of 2003 Water Bond Fund	\$-	\$250,003
Creation of Hotel Occupancy Fund	\$1,859,500	\$1,865,833
ACT Work Ready Community Reimbursement	\$4,276	\$4,276





City Council

August 15, 2017



**AN ORDINANCE OF THE CITY OF SAN ANGELO AMENDING
THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER
1, 2016, AND ENDING SEPTEMBER 30, 2017, FOR INCOMPLETE
PROJECTS, EQUIPMENT REPLACEMENT, AND GRANTS.**

WHEREAS the City of San Angelo has determined that certain budgeted amounts should be amended due to project changes and unforeseen circumstances, and

WHEREAS the resources necessary for these changes are available;

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

The City's budget for fiscal year 2016-2017 be amended by the amounts contained in Exhibit A.

INTRODUCED on the 15th day of August, 2017, and APPROVED and ADOPTED on this the 5th day of September, 2017.

ATTEST:

CITY OF SAN ANGELO, TEXAS

Bryan Kendrick, City Clerk

Brenda Gunter, Mayor

Approved as to Content and Form:

Tina Dierschke, Finance Director

City of San Angelo
Proposed Budget Amendment
Exhibit A

Fund	Description	Total Revenue Amendment	Total Expense Amendment	Net Benefit/ (Cost)
101	Traffic Operations – Signal Replacement	250,000	250,000	\$-
103	Environmental Health	9,000	-	\$9,000
220	Airport Grants	4,257,990	4,257,990	\$-
260	Ford Ranch Lease Income	147,785	147,785	\$-
301	Fleet Services Materials	200,000	200,000	\$-
320	Property Casualty Insurance Claims	500,000	500,000	\$-
515	Closing of 2007 Bond Fund 515	-	57,274	\$ (57,274)
525	Closing of 2003 Water Bond Fund 525	-	250,003	\$(250,003)
605	Creation of Hotel Occupancy Tax Fund 605	1,859,500	1,865,833	\$ (6,333)
COSA DC	ACT Work Ready Community Reimbursement	4,276	4,276	\$ -
TOTAL		\$7,428,551	\$7,733,161	\$(304,610)

City of San Angelo
Proposed Budget Amendment
Additional Information

Project/Need	Source of Funding	Revenue	Expense	Net Benefit / (Cost)
Signal Replacement	Traffic Ops - Insurance Claim	250,000	250,000	\$-
Environmental Health	Increased number of health permit issued	9,000	-	\$9,000
Taxiway Reconfiguration and Construction Management Services	Federal Aviation Administration's Airport Improvement Program Grant / Passenger Facility Charges	3,587,796	3,587,796	\$-
Aircraft Rescue & Fire Truck and Pavement Prioritization Plan	Federal Aviation Administration's Airport Improvement Program Grant / Passenger Facility Charges	670,194	670,194	\$-
Capital Expenditures	Ford Ranch Lease Revenue	147,785	147,785	\$-
Fleet Materials	Increase to Fleet Services Revenue	200,000	200,000	\$-
Storm Damage	Insurance Claim Reimbursement	500,000	500,000	\$-
Closing of Bond	Fund Balance	-	57,274	\$ (57,274)
Closing of Bond	Fund Balance	-	250,003	\$(250,003)
Creation of new fund	Hotel Occupancy Tax / Fund Balance	1,859,500	1,865,833	\$ (6,333)
ACT Work Ready Community Reimbursement	Concho Valley Local Workforce Development Board	4,276	4,276	\$ -
Total		\$7,428,551	\$7,733,161	\$(304,610)

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Analyst, Sr., Budget, 325-657-4270

Meeting Date: August 15, 2017

Item type: Regular Item

Caption:

Discussion and consideration of matters regarding the fiscal year 2017-18 budget preparation including but not limited to: 1) Council direction regarding General Fund expenditures; and 2) Other items needing Council direction. - (Presentation by Finance Director Tina Dierschke)

Summary/History:

Through Council communications via Friday packet memos and workshop discussions, staff has made progress toward preparing the fiscal year 2017-18 budget. The following items that are not currently funded have been proposed by staff and will be discussed further in the budget workshop on August 22, 2017.

Additional Frontline Ambulance

The San Angelo Fire Department needs an additional ambulance due to the volume of calls that we make. We will make about 13,000-13,500 EMS calls this year. The old metric was one frontline ambulance for every 2,000 callouts made. One of the new metrics that are used to determine ambulance needs is (unit hour utilization). Right now, the unit hour utilization for SAFD ambulances is about .35 and that only includes ambulance response time and paperwork. That metric doesn't include training time or physical training. The ideal standard for UHU is between .16 and .24. The SAFD also shut down fire trucks over 200 times last year to make an EMS run.

Increase in Police Officers

The current staffing level is not adequate to handle the increases in calls for service. The 2015 mid-term population of 100,450 and increased territory have strained personnel beyond current resources. We currently have 1.65 officers per 1,000 residents. The International Association of Police Chiefs and the FBI recommend 1.9 and 1.79 officers per 1,000 residents, respectively. An additional 20 officers are needed. The Police Department requests to phase this in over a period of four years, reassessing each year. We are requesting an additional five officers for FY2018. This would bring staffing levels up to 1.7 officers per 1,000 residents.

Salaries: Adjustment to Market

City employees outside of the meet and confer contract have not received a salary increase since fiscal year 2016. Staff is researching opportunities and recommends funds be set aside to address this and other salary needs as directed at the budget workshops.

Health Insurance

The City of San Angelo currently contributes \$5,844 per employee per year towards group insurance for employees who opt into our health plan. Due to recent claims experience and the rising cost of prescription coverage, an increase to our self-insurance fund is necessary to maintain this benefit. This increase may be funded by an increased employer contribution, an increased employee contribution, or (likely) both.

Financial Impact:

None at this time.

Other Information/Recommendation:

None at this time.

Attachments:

Presentation:

Tina Dierschke

Approvals/Reviews:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Tina Dierschke, Finance Director, Finance, 325-657-4268

Meeting Date: August 15, 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%
August - increase of 5.0%

Year to date, revenue is approximately \$554,000 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 3.5% and \$554,129 after August 2017 receipts.

Other Information/Recommendation:

Attachments:

1. Slides FIN+180815+Strategic+Planning+--+Sales+Tax+--+Council (2).pptx
2. Sales Tax Chart Monthly Revenue Trends 2017 - August.pdf

Presentation:

Tina Dierschke

Approvals/Reviews:

Tina Dierschke

Becky Dunn

Bryan Kendrick

Created/Initiated

Approved

Final Approval



City Council

August 15, 2017



Sales Tax Revenue

- Up 5.0% in August compared with the same month in prior year
- Under budget for revenue by \$554,129 year to date





City Council

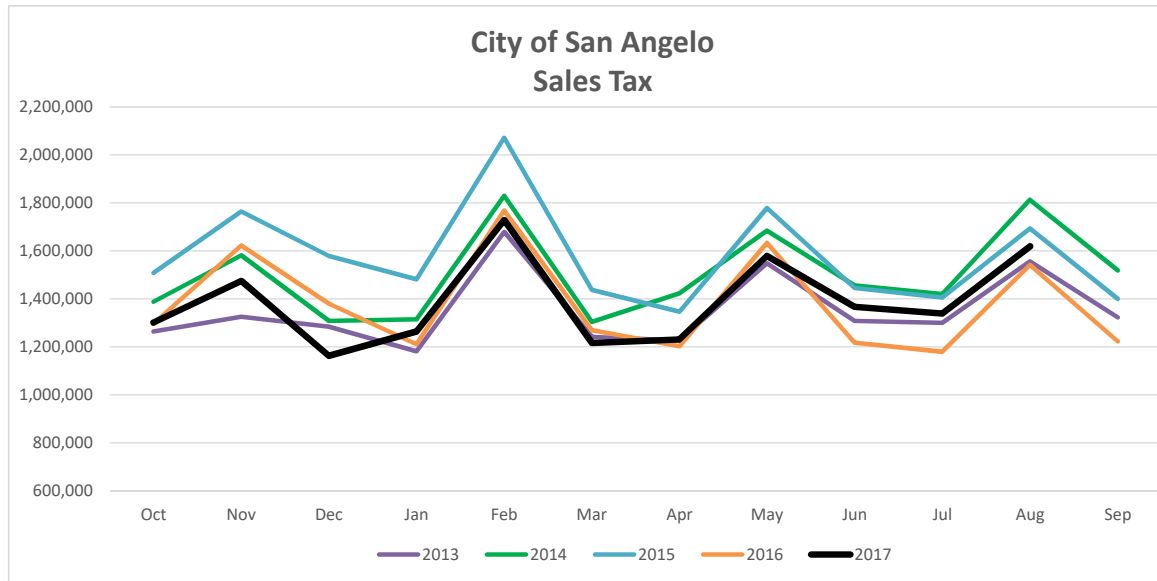
August 15, 2017



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	1,619,370	5.00%	1,621,567	(2,197)	77,153	4.76%
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	15,286,386	10.90%	15,840,515	(554,129)	(40,333)	-0.26%
Orig Budget	14,888,588	16,075,699	18,427,862	19,200,000	17,200,000					



Projection - Flat	16,509,109
Over/(Under) Budget - Flat	(690,891)

YTD Collections	15,286,386
PYTD Collections	15,326,719
% increase	-0.26%

YTD Budget	15,840,515
YTD Collections	15,286,386
YTD Over/ (Under)	(554,129)
YTD Over/ (Under)	-3.50%

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made pursuant to the Interlocal Cooperation Act at Chapter 791 of the Texas Government Code, between the COUNTY OF TOM GREEN, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the CITY OF SAN ANGELO, hereinafter referred to as the CITY, acting through its City Council.

The COUNTY agrees to provide grant funds budgeted from its Program Year 2017 Community Development Block Grant Program – Texas Capital Fund contract to construct a public sewer system improvements project on behalf of the CITY benefitting the Alcohol and Drug Abuse Council of the Concho Valley's Journey Recovery Center development site if such is awarded to the COUNTY by the Texas Department of Agriculture (TDA), hereinafter referred to as the GRANT. The term of this Agreement shall be from August 21, 2017, until the GRANT is administratively closed by TDA. Either party may terminate this Agreement with thirty (30) days written notice to the other party, but such early termination shall not relieve the parties from the financial obligations addressed below.

Parties agree that the COUNTY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDA upon its request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the CITY, and TDA.
4. Provide pre-bid project design and change orders to the CITY for its review and approval prior to approval by the COUNTY.
5. Not award a construction contract or approve a contract modification, including change orders, to complete the activities described in the GRANT in which the cost exceeds the funds available in the GRANT budget unless funds sufficient to cover the shortfall are committed in writing by the COUNTY, the CITY, or another party.
6. Attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and funds sufficient to cover the shortfall are not available.
7. Automatically transfer full ownership of the GRANT-funded improvements to the CITY upon acceptance by the COUNTY of the Certificate of Construction Completion.
8. Provide any GRANT matching funds that it has separately committed by resolution of its Commissioners' Court.

Parties agree that the CITY shall:

1. Comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT.
2. Offer to provide access to the improved services to all beneficiaries of this project at its officially adopted utility rates.
3. Permit unrestricted access by the COUNTY and its selected engineering, administrative, and construction contractors to those portions of the construction site under CITY control, to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the COUNTY.

4. Be solely responsible for the continued maintenance and operation of any proposed improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
5. Pay for any cost overruns attributable to the award of a construction contract or a contract modification, including change orders, to complete the activities described in the GRANT that it has approved in writing.
6. Cooperate with the COUNTY in any attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and the CITY is unable to provide funds sufficient to cover the shortfall.
7. Pay any GRANT-related expenses incurred by the COUNTY that are unreimbursed by or repaid to TDA, in the event the GRANT project fails to provide the public improvements and benefits required under the GRANT contract.
8. Pay for any costs resulting from violation or early termination of this Agreement by the CITY.
9. Automatically receive full ownership of the GRANT-funded improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
10. Provide any GRANT matching funds that it has separately committed in writing through its City Council, if applicable.

The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the CITY or any third party, and the CITY hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

COUNTY OF TOM GREEN
113 W. Beauregard Street
San Angelo, TX 76903

CITY OF SAN ANGELO
72 W. College Avenue
San Angelo, TX 76903

STEPHEN C. FLOYD
County Judge

BRENDA GUNTER
Mayor

ATTEST:

ELIZABETH MCGILL
County Clerk

BRIAN KENDRICK
City Clerk