



City Council Agenda 10/17/2017

Notice is hereby given of a regular meeting of the City Council of City of San Angelo to be held on October 17, 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 Public Safety Communications Center Dispatchers Linda Waller and Sarah Rees for the exceptional manner in which they handled the situation involving a wildfire
- b. Recognition of Concho River Walk's selection as a "Great Place in America"
- c. Recognition of Sidney Walker, Civic Events Manager, for going beyond and above what is expected in stepping forward and helping raise needed funds for Hurricane Harvey relief.

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 October 3, 2017 City Council regular meeting minutes
- b. Consider authorizing the sale of the following Lake Nasworthy properties to current residential lot leaseholders for the appraised values (C. Preas):
 1. 2225 Hillside Drive; Lot 22, Group 20, Lake Nasworthy Addition (\$57,332)
 2. 2574 Sleepy Hollow; Lot 28, Group Fisherman's Road, Lake Nasworthy Addition (\$96,622)
- c. Consider declaring Lot 31, Block 1, Group 20, Lake Nasworthy Addition, commonly known as 2261 Hillside Drive, surplus and disposing of said surplus property under published RFB No. RE-04-17 for the highest sealed bid and authorizing the City Manager to execute all documents necessary to convey the surface estate only in the surplus property by Special Warranty Deed, reserving unto the City of San Angelo mineral interests, surface and groundwater rights (C. Preas)
- d. Consider approving an amendment to Lease Agreement with Lessee of 2838 College Hills Blvd., commonly known as Preston's Play Yard and Driving Range, providing for the sale and consumption of beer and wine on Leased Premises (C.Preas)

- e. Consider authorizing the release of Performance Agreement for Windmill Addition Section 1 & 2 in the amount of \$86,226 (R.Pehl)
- f. Consider awarding RFP PUR-01-17/Digital Copiers to CTWP and authorizing the City Manager or his designee to negotiate and execute any related documents (J. Antilley)
- g. Consider purchasing two Twelve Yard Dump Trucks in an amount of \$208,112 from Lonestar Freightliner DBA Corley Freightliner (San Angelo, TX), budgeted in FY18, utilizing bid VM-02-15, previously awarded on April 7, 2015, and authorizing City Manager or designee to execute related documents (R.Kramer)
- h. Consider ratifying COSADC's approval of a resolution, authorizing the Board President to negotiate and execute Task Order No. 2 to Professional Services Agreement, RFQ DC-02-17, with Parkhill Smith & Cooper, Inc., in a sum not to exceed \$280,000 to perform professional engineering and surveying services for infrastructure for the San Angelo Business & Industrial Park, subject to approval of the City Council for a Project necessary to promote or develop new or expanded business enterprises as authorized under the Texas Development Corporation Act (R Peña)
- i. Consider approving amendments to the bylaws for the Civic Events Advisory Board (S. Walker)
- j. Consideration of approving a resolution updating the Budget Policy (J.Guerrero)

6. Regular Agenda

- a. Presentation on the street sealcoating process and evaluation - (Requested by Council Member Thomas, Presentation by Assistant City Engineer Lance Overstreet)
- b. Consider authorizing the City Manager to increase the award amount of RFCSP ES-08-17, 2017 Annual Sealcoat Project, to Ronald R. Wagner & Co., LP in an amount of \$49,000 above the previously approved "not to exceed" sum of \$2,440,000 - (Presentation by Assistant City Engineer Lance Overstreet)
- c. Consider awarding RFB ES-09-17, Sulphur Draw Sewer Project, to Darnell Construction LLC in the amount of \$3,884,190, budgeted for purchase in the Wastewater Capital Improvement Fund and authorizing the City Manager to negotiate and execute any related documents - (Presentation by City Engineer Russell Pehl)
- d. Consider awarding RFB ES-06-17, College Hills Boulevard Mill and Overlay Project, to Reece Albert, Inc. and authorizing the City Manager to negotiate and execute an agreement in an amount of \$895,962.95 - (Presentation by City Engineer Russell Pehl)
- e. First reading and public hearing of an ordinance for Z17-12, a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the General Commercial (CG) Zoning District, on 92.36 acres located between West Loop 306 Frontage Road and Southwest Boulevard, generally known as the Sunset Mall and certain adjacent properties - (Presentation by Planning & Development Services Director Jon James)

f. Consideration of routine Planning and Development Services Items - (Presentation by Planning & Development Services Director Jon James)

1. First reading and public hearing of an ordinance for PD17-01 a rezoning from the General Commercial (CG) Zoning District and General Commercial/Heavy Commercial (CG/CH) Zoning District to a Planned Development (PD) Zoning District to allow for multifamily apartments, located approximately 700 feet southwest of the intersection of Martin Luther King Drive and West 29th Street

2. First reading and public hearing of an ordinance for PD17-04 a rezoning from the General Commercial (CG) Zoning District to the Planned Development (PD) Zoning District to allow for Group Living, Household Living, and Retail Sales and Services, located at 4268 Sherwood Way

3. First reading and public hearing of an ordinance for Z17-13 a rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District, located at 2802-2822 Houston Street

4. First reading and public hearing of an ordinance to change "Lighthouse Lane" to "Chesney Lane," over a 120 foot length of this street's right-of-way extending southeast from Aspen Avenue

g. First reading and public hearing of an ordinance amending Chapter 10 "Traffic Control" for the restriction of oversized loads in the areas on US 67/US 277/US 87 North, South, East, and West bound roadways near Central High School - (Presentation by Operations Director Shane Kelton)

h. First reading and public hearing of a public right-of-way management ordinance; regulating the physical use, occupancy and maintenance of city rights-of-way by wireless network providers - (Presentation by City Engineer Russell Pehl)

i. Renewal rates for health insurance, dental insurance and stop loss insurance to become effective 1/1/18 - (Presentation by Director of Human Resources Lisa Marley)

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

7. Closed Session

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

a. Section 551.071(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 551.074(1) to deliberate the annual evaluation of the City Manager

8. Follow Up and Administrative Issues

- a. Consider items discussed in Executive Session, if needed
- b. Consider possible rescheduling of City Council Meetings in November 2017, December 2017 & January 2018
- c. Consider approving the following Board nominations:
Design & Historic Review Commission: Travis Stribling (SMD1) to a 1st full term ending September 2019
Fort Concho Museum Board: David Schaller (GAFB) to a 1st full term ending October 2020
- d. 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 12th day of October 2017, at 12:00 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

San Angelo has always known the Concho River is a treasure. Now, the whole country knows it, too. The American Planning Association has designated the Concho River Walk as one of the Great Public Spaces on its list of Great Places in America.

The Great Places in America program recognizes streets, neighborhoods and public spaces that demonstrate exceptional character, quality and planning. Such attributes enrich communities and facilitate economic growth while inspiring others around the country. The River Walk embodies a unique place that is exemplary in its amenities and infrastructure, in its cultural identity and in the use of sustainable and innovative practices.

Thanks to a \$15 million dollar investment by San Angelo voters, the River Walk has been transformed into an engaging place that offers locals and visitors alike a place to gather, to socialize and to celebrate with a steady stream of fun and relaxing activities. The project also could not have happened without the visionary foresight and committed resolve of those who planned and executed the River Walk's rejuvenation.

The hope is that landing on the Great Places in America list will help put San Angelo and our River Walk on the map, much as has been done for The Strand in Galveston and the Pearl Brewery in San Antonio

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

those responsible for the Concho River Walk

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

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of San Angelo to be affixed this 17th day of October, 2017.

***Brenda Gunter
Mayor of the City of San Angelo***

Recognition

Sidney Walker, Civic Events Manager, has gone beyond and above what is expected in stepping forward and helping raise needed funds for Hurricane Harvey relief.

On Sunday, October 8, 2017, the City of San Angelo hosted a concert to raise funds for Hurricane Harvey relief. Heading the concert was our local Grammy award-winning Los Lonely Boys. The turnout was great and more than \$10,000 was raised for Robin's Heart Foundation, an official 501(c) 3 non-profit charitable corporation created by Houston native rapper, Chamillionaire. Chamillionaire attended the concert, greeted fans and thanked Los Lonely boys for their generosity.

The benefit concert would not have happened without our Sidney. It was his idea and he worked with his personal connection, Chamillionaire to make it happen. Sidney made a cold call to Los Lonely Boys and because of his charisma and the cause, they agreed to do the concert at no cost to them as artists.

Sidney's efforts are commendable and a true example of the charitable and "can do" San Angelo spirit to get things done and help others out.

We thank you, Sid, for your compassion and hard work. You are a great reason San Angelo is a great place to live and work.

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

Sidney Walker

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 17th day of October, 2017.

***Brenda Gunter
Mayor of the City of San Angelo***

City of San Angelo, Texas
Regular City Council Meeting
Tuesday, October 3, 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 8:35 a.m. on Tuesday, October 3, 2017, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas 76903.

2. Prayer and Pledge

An invocation was provided by Kat Rowoldt; and the pledges were led by Micaela Andros, Marisela Jaramillo, Dominic Perez, Becca Rangel (8th Graders - Angelo Catholic School)

3. Proclamations/Recognitions

Oct. 23-31, 2017 was proclaimed "Red Ribbon Week"

October 2, 2017 was proclaimed "World Habitat Day & Affordable Housing"

November 25, 2017 was proclaimed "Small Business Saturday"

4. Public Comment

No public comments were made.

5. Consent Agenda

- a. Approval of the September 19, 2017 City Council regular meeting minutes
- b. Adoption of resolutions authorizing the revision of Investment Policies for the City of San Angelo and Lake Nasworthy
- c. Authorization for the City Manager to reject the bids received for the RFB No. WU-08-17, Liquid Chlorine
- d. Ratification of COSADC's approval of Amendment No. 1 of the COSADC - SBDC lease agreement effective September 1, 2016 for office space in the Business Resource Center, adjusting Annual Rent to \$13,493, commencing September 1, 2017 through August 31, 2019 and authorizing the Board President to execute amendment
- e. Ratification of COSADC's resolution approving a project in support of the City Council and the expenditure of promotional campaign to expand the Air Service Marketing Initiative and advertise the City of San Angelo for the purpose of developing new and expanded business enterprises and authorize the President to negotiate and execute a performance agreement in the amount of up to and not to exceed \$60,000 with McLaughlin Advertising

- f. Ratification of COSADC's resolution authorizing the use of sales and use tax funds in an amount not to exceed \$100,000, for a project that entails acquisition from the City of San Angelo of a 17.58 acre parcel of real property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, and a Development Agreement with the city pursuant to which the property will be improved for resale and commercial development as permitted under Chapter 505 of the Texas Development Corporation Act to promote and develop a new or expanded business enterprises that create or retain primary jobs, or that provide facilities that enhance Convention Purposes and Tourism
- g. Ratification of COSADC's resolution authorizing the execution of Task Order No.1 to RFQ ES-04-15 with SKG Engineering, LLC., in a sum not to exceed \$65,000, to perform professional engineering and surveying services for an Economic Development Project that entails acquisition from the City of San Angelo of a 17.58 acre parcel of Real Property fronting on Houston Harte Expressway, within an area bounded by Southwest Boulevard, Sherwood Way and Sunset Drive, for commercial development that requires survey, environmental studies and geotechnical investigations and related services
- h. Ratification of COSADC's resolution authorizing the use of sales and use tax funds in an amount not to exceed \$300,000 to provide an Economic Development Incentive to Detmar Logistics, LLC., for a project related to Business Enterprises that create or retain primary jobs, as authorized for a Type B Corporation under Local Government Code Chapter 501 Subchapter C
- i. Adoption of a resolution accepting the transfer of the property interest of the US 67 WB Direct Connection to FM 2288 from the State of Texas to the City of San Angelo (S. Kelton)
- j. Second reading and adoption of an ordinance for Z17-10 a rezoning from the Office/Warehouse (OW) Zoning District to the Single-Family Residential (RS-1) Zoning District, being 0.5 acres generally located on an unaddressed tract north of 6622 Clarice Court
- k. Second reading and adoption of an ordinance for Z17-11 a rezoning from the Planned Development (PD13-02) Zoning District to the Office Warehouse (OW) Zoning District, being 1.50 acres located at 1221 Grand Canal Road
- l. Second reading and adoption of an ordinance amending the Major Thoroughfare Plan component of the San Angelo Comprehensive Plan in an area north of Clubhouse Lane, east of North Bentwood Drive, south of West Loop 306, and west of Foster Road

Motion: Council Member Thompson made a motion, seconded by Council Member Hiebert, to approve the consent agenda with the exception of items 5f, 5g, and 5h. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member DeWitt made a motion, seconded by Council Member Gonzales, to approve item 5f, as presented. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member DeWitt made a motion, seconded by Council Member Carter, to approve item 5g, as presented. The motion carried unanimously (7) ayes to (0) nays.

Motion: Council Member DeWitt made a motion, seconded by Council Member Hiebert, to approve item 5h, as presented. The motion carried unanimously (7) ayes to (0) nays.

6. Regular Agenda

- a. Postponement of an appeal of the Planning Commission's denial of two variances associated with the Third Replat in Block Two, Sunset Ranch Estates, Section Two: (1) a variance from Chapter 10.III.A.1 to allow Grand Canal Road, a Collector Street, to maintain 50 feet of right-of-width in lieu of 60 feet and (2) a variance from Chapter 10.III.A.2 to allow Grand Canal Road, a Collector Street, to maintain 28 feet of paving width in lieu of 50 feet, on 3.795 acres generally

located approximately 1,230 feet southwest from the intersection of South U.S. Highway 277 and Grand Canal Road (A presentation was made by Planning & Development Services Director Jon James)

Motion: Council Member Carter made a motion, seconded by Council Member Hiebert, to approve the appeal to both denials and approved the requested variances. The motion failed (3) ayes to (4) nays, with Mayor Gunter, Council Members Thomas, Gonzales, and DeWitt casting the dissenting votes.

Motion: Council Member Carter made a motion, seconded by Council Member DeWitt, to postpone the item until the October 17th, 2017 meeting. The motion carried unanimously (7) ayes to (0) nays.

- b. Consider awarding RFB-FD-03-17, Construction of Fire Station #4 to Mid-Tex of Midland, Texas in the amount of \$3,214,200, budgeted for purchase in FY18, and authorizing the City Manager or designee to negotiate and execute any related documents (A presentation was made by Fire Chief Brian Dunn)

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

- c. Second reading and public hearing of an ordinance for the vacation and abandonment of a 0.642-acre (28,000-square feet) segment of the South Marie Street public right-of-way generally located between Bryan Street and Roosevelt Street (A presentation was made by Planning & Development Services Director Jon James)

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

- d. Consider adopting a resolution nominating candidates to serve on the Board of Directors of the Tom Green County Appraisal District for the 2018-2019 Term (A presentation was made by City Clerk Bryan Kendrick)

Motion: Council Member Thompson made a motion, seconded by Council Member Gonzales, to adopt a resolution nominating John Begnaud, John Conn, Louis Gomez, Kandi Pool, and David Nowlin. The motion carried unanimously (7) ayes to (0) nays.

7. Follow Up and Administrative Issues

- a. Announcements and consideration of Future Agenda Items

No action was taken on this item.

8. Adjournment

Motion: Council Member Thompson made a motion, seconded by Council Member Gonzales, to adjourn the meeting. The motion carried unanimously seven (7) ayes to zero (0) nays.

There being no further business, the meeting was adjourned at 10:34 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: October 17, 2017

Item type: Consent Item

Caption:

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

1. 2225 Hillside Drive; Lot 22, Group 20, Lake Nasworthy Addition (\$57,332)
2. 2574 Sleepy Hollow; Lot 28, Group Fisherman's Road, Lake Nasworthy Addition (\$96,622)

Summary/History:

If the sales are approved at the appraised values, title examinations will be performed and legal staff will prepare Real Estate Contracts of Sale, Special Warranty Deeds, and Surrenders of Leases.

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

Financial Impact:

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

Other Information/Recommendation:

Staff recommends approval.

Attachments:

- | | | |
|----|--------------------------------------|--|
| 1. | 2225 Hillside Summary Appraisal | 2225 Hillside Summary Appraisal.pdf |
| 2. | 2574 Sleepy Hollow Summary Appraisal | 2574 Sleepy Hollow Summary Appraisal.pdf |

Presentation:

Approvals/Reviews:

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

Becky Dunn
Bryan Kendrick

Approved
Final Approval

APPRAISAL OF REAL PROPERTY

LOCATED AT

2225 Hillside Dr
San Angelo, TX 76904-7835
Lot 22, Block 1, Group 20, Lake Nasworthy Addition

FOR

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

AS OF

08/07/2017

BY

Kevin J. Halfmann
Crystal N. Bancroft
Halfmann Appraisals
133 W Concho Ave Ste 110
San Angelo, TX 76903-6462
(325) 655-1278
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10/11/2017

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

Re: Property: 2225 Hillside Dr
San Angelo, TX 76904-7835
Borrower: Richard & Stacy Yardon
File No.: R17-0620

Opinion of Value: \$ 57,332
Effective Date: 08/07/2017

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

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

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

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

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

Respectfully Submitted,



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



Kevin J. Halfmann
License or Certification #: 1320469-G
State: TX Expires: 04/30/2019
(325)655-1278
kevin@halfmannrealty.com

Supplemental Addendum

File No. R17-0620

Borrower	Richard & Stacy Yardon				
Property Address	2225 Hillside Dr				
City	San Angelo	County	Tom Green	State	TX Zip Code 76904-7835
Lender/Client	City of San Angelo				

ADDENDA:

Stated Hypothetical Condition

Hypothetical condition is defined by The Dictionary of Real Estate Appraisal, fifth edition, copyright 2010, page 97, as being "That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."

You are requested to estimate the value of City of San Angelo's (City) interest (leased fee - subject to a current lease which will be furnished to Appraiser by City, or fee simple) in the subject property. The value of the City's interest should be developed under the hypothetical condition that annual rent is based upon the formula, fee simple market value $\times 0.08$ = annual rent, rather than the current ordinance that states annual rent will be based on fee simple market value $\times 0.015$ = annual rent. Because the City will agree to sell these lots only under circumstances in which the Lessee has 15 or fewer years remaining (which may require additional legal instruments to be executed), consideration (i.e., discount) shall be given to any stated lease terms that are remaining up to 15 years or until the point that the annual payment would be based on fee simple market value of the lot. No consideration shall be given to improvements made by Lessee, with the exception of grass and trees. The appraisal shall take into consideration the value of public improvements (including, but not limited to, water, sewer, streets, street lights).

The City acknowledges that using the hypothetical condition results in a value for the City's interest that is much greater than the value of City's interest without the hypothetical condition.

Comments on Market Data

Please note that the sales price for the Comparable Sales in the sales grid is for the Fee Simple Interest of the Land Only. If any building or site improvements were found on the comparable sale property, the contributory value of these improvements was subtracted from the total sales price to arrive at a Land Only value for the sale. Based upon the analysis of these Comparable Sales to the subject property, it is my opinion that the market value of the Fee Simple Interest - Land Only of the subject property is \$100,000.

Comments & Conditions of Appraisal

As authorized by the City of San Angelo this appraisal is being conducted to determine the value of the unimproved Land Only - Leased Fee Interest owned by the City of San Angelo. To obtain the value of the Leased Fee Interest, the unimproved Land Only - Fee Simple value (\$100,000) was first calculated. The Land Only - Fee Simple value adjustments were made to the comparable sales for dissimilarities when compared to the subject property. The factors of comparison adjusted for in this appraisal were location, site/view, site size, topography, lake frontage and access. The exact dollar amount of each adjustment is shown in the preceding market data analysis section of this report. After making these adjustments for dissimilarities between the subject and the comparable sales, an indicated market value of the Land Only - Fee Simple Interest was obtained.

This Fee Simple Interest value is utilized in calculating the reversionary value of the lot based upon the lease as of the effective date of this appraisal. The reversionary value of this lot (\$47,410) is then combined with the present value (\$9,922) of the lease to reach the value of the Leased Fee Interest owned by the City of San Angelo.

Final Reconciliation

It is my opinion that the market value of the unimproved Land Only - Leased Fee Interest in the subject property as of August 7, 2017, was:

\$57,332

Definitions:

Fee Simple Estate:	Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power and taxation.
Leased Fee Interest:	An ownership interest owned by a landlord with the right of use and occupancy conveyed by lease to others; usually consists of the right to receive rent and the right to repossession at the termination of the lease.
Leasehold Interest:	The right to use and occupy real estate for a stated term and under certain conditions; conveyed by a lease.
Reversionary Value:	The right to repossess and resume full and sole use and ownership of real property that has been temporarily alienated by a lease, an easement, etc.; may become effective at a stated time under certain conditions, e.g., the termination of a leasehold, the abandonment of a right of way, the end of the estimated economic life of the improvements.

*The Dictionary of Real Estate Appraisal by The American Institute of Real Estate Appraisers, copyright 1984.

APPRAISAL OF REAL PROPERTY

LOCATED AT

2574 Sleepy Hollow Rd
San Angelo, TX 76904-7877
Lot 28, Block 1, Group Fishermans Road, Lake Nasworthy Addition

FOR

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

AS OF

08/07/2017

BY

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10/11/2017

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

Re: Property: 2574 Sleepy Hollow Rd
San Angelo, TX 76904-7877
Borrower: Ryan/Hailey Newlin
File No.: R17-0630

Opinion of Value: \$ 96,622
Effective Date: 08/07/2017

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

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

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

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

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

Respectfully Submitted,



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



Kevin J. Halfmann
License or Certification #: 1320469-G
State: TX Expires: 04/30/2019
(325)655-1278
kevin@halfmannrealty.com

Supplemental Addendum

File No. R17-0630

Borrower	Ryan/Hailey Newlin				
Property Address	2574 Sleepy Hollow Rd				
City	San Angelo	County	Tom Green	State	TX
				Zip Code	76904-7877
Lender/Client	City of San Angelo				

ADDENDA:

Stated Hypothetical Condition

Hypothetical condition is defined by The Dictionary of Real Estate Appraisal, fifth edition, copyright 2010, page 97, as being "That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."

You are requested to estimate the value of City of San Angelo's (City) interest (leased fee - subject to a current lease which will be furnished to Appraiser by City, or fee simple) in the subject property. The value of the City's interest should be developed under the hypothetical condition that annual rent is based upon the formula, fee simple market value $\times 0.08$ = annual rent, rather than the current ordinance that states annual rent will be based on fee simple market value $\times 0.015$ = annual rent. Because the City will agree to sell these lots only under circumstances in which the Lessee has 15 or fewer years remaining (which may require additional legal instruments to be executed), consideration (i.e., discount) shall be given to any stated lease terms that are remaining up to 15 years or until the point that the annual payment would be based on fee simple market value of the lot. No consideration shall be given to improvements made by Lessee, with the exception of grass and trees. The appraisal shall take into consideration the value of public improvements (including, but not limited to, water, sewer, streets, street lights).

The City acknowledges that using the hypothetical condition results in a value for the City's interest that is much greater than the value of City's interest without the hypothetical condition.

Comments on Market Data

Please note that the sales price for the Comparable Sales in the sales grid is for the Fee Simple Interest of the Land Only. If any building or site improvements were found on the comparable sale property, the contributory value of these improvements was subtracted from the total sales price to arrive at a Land Only value for the sale. Based upon the analysis of these Comparable Sales to the subject property, it is my opinion that the market value of the Fee Simple Interest - Land Only of the subject property is **\$103,800**.

Comments & Conditions of Appraisal

As authorized by the City of San Angelo this appraisal is being conducted to determine the value of the unimproved Land Only - Leased Fee Interest owned by the City of San Angelo. To obtain the value of the Leased Fee Interest, the unimproved Land Only - Fee Simple value (\$103,800) was first calculated. The Land Only - Fee Simple value adjustments were made to the comparable sales for dissimilarities when compared to the subject property. The factors of comparison adjusted for in this appraisal were location, site/view, site size, topography, lake frontage and access. The exact dollar amount of each adjustment is shown in the preceding market data analysis section of this report. After making these adjustments for dissimilarities between the subject and the comparable sales, an indicated market value of the Land Only - Fee Simple Interest was obtained.

This Fee Simple Interest value is utilized in calculating the reversionary value of the lot based upon the lease as of the effective date of this appraisal. The reversionary value of this lot (\$95,331) is then combined with the present value (\$1,291) of the lease to reach the value of the Leased Fee Interest owned by the City of San Angelo.

Final Reconciliation

It is my opinion that the market value of the unimproved Land Only - Leased Fee Interest in the subject property as of August 7, 2017, was:

\$96,622

Definitions:

Fee Simple Estate:	Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power and taxation.
Leased Fee Interest:	An ownership interest owned by a landlord with the right of use and occupancy conveyed by lease to others; usually consists of the right to receive rent and the right to repossession at the termination of the lease.
Leasehold Interest:	The right to use and occupy real estate for a stated term and under certain conditions; conveyed by a lease.
Reversionary Value:	The right to repossess and resume full and sole use and ownership of real property that has been temporarily alienated by a lease, an easement, etc.; may become effective at a stated time under certain conditions, e.g., the termination of a leasehold, the abandonment of a right of way, the end of the estimated economic life of the improvements.

*The Dictionary of Real Estate Appraisal by The American Institute of Real Estate Appraisers, copyright 1984.

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 17, 2017

Item type: Consent Item

Caption:

Consider declaring Lot 31, Block 1, Group 20, Lake Nasworthy Addition, commonly known as 2261 Hillside Drive, surplus and disposing of said surplus property under published RFB No. RE-04-17 for the highest sealed bid and authorizing the City Manager to execute all documents necessary to convey the surface estate only in the surplus property by Special Warranty Deed, reserving unto the City of San Angelo mineral interests, surface and groundwater rights (C. Preas)

Summary/History:

The subject property is an unimproved Lake Nasworthy residential lot managed by the Water Utilities Department. The Department declared the property surplus and requested the property be sold under RFB No. RE-04-17 for the highest sealed bid.

The property was appraised at \$91,300. The highest sealed bid, \$101,275, submitted by Ted Tuminowki, exceeded the appraised value.

Financial Impact:

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

Other Information/Recommendation:

Staff recommends approval of the sale to Ted Tuminowski for the highest sealed bid of \$101,275.

Attachments:

1. Bid Tabulation	Bid Tabulation.pdf
-------------------	--------------------

Presentation:

None

Approvals/Reviews:

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



CITY OF SAN ANGELO

RFB Bid Tabulation: RE-04-17/ Sale of 2261 Hillside Drive

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

	Ted Tuminowski	David Jenkins	Phillip Enterprises
Description	Bid Amount	Bid Amount	Bid Amount
2261 Hillside Drive (Min. \$90,000)	\$ 101,275.00	\$ 95,500.00	\$ 91,777.00
\$1,000 Bid Security Y/N	Yes	Yes	Yes

NOTE: Include this form with your Agenda Memo

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 17, 2017

Item type: Consent Item

Caption:

Consider approving an amendment to Lease Agreement with Lessee of 2838 College Hills Blvd., commonly known as Preston's Play Yard and Driving Range, providing for the sale and consumption of beer and wine on Leased Premises (C.Preas)

Summary/History:

The City owns property located 2838 College Hills Boulevard, being 18.598 acres out of William Nevels, Survey 2. Said property is leased to Preston's Play Yard, Inc., a Texas corporation ("Lessee").

Property is used exclusively for a golf driving range, pro golf shop, and miniature golf course.

The current Lease restricts the sale of alcoholic beverages on the Leased Premises. Lessee requests an amendment to the Lease to provide for the sale and consumption of beer and wine on Leased Premises.

Tenant is in good standing as to all lease obligations.

Financial Impact:

No financial impact as the yearly lease payments are established.

Other Information/Recommendation:

Staff recommends approval.

Attachments:

Presentation:

Approvals/Reviews:

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

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Lance Overstreet, Assistant City Engineer, Engineering Services, 325-657-4201

Meeting Date: October 17, 2017

Item type: Consent Item

Caption:

Consider authorizing the release of Performance Agreement for Windmill Addition Section 1 & 2 in the amount of \$86,226 (R.Pehl)

Summary/History:

In June of 2014 an application for platting was made for Windmill addition Section 1&2. This plat sought to combine several lots and build a hotel on the newly platted lot. As a part of the hotel configuration a rerouting of water and sewer infrastructure would have been necessary. The Hotel construction/re-plat effort has been abandoned making the water and sewer infrastructure modifications unnecessary. The existing configuration of the water and sewer are currently sufficient and can be readdressed at a later date if a new plan for development occurs. Engineering is requesting that council approve the release of the \$86,226 that was originally held to reroute the utilities for the Hotel configuration.

Financial Impact:

No fiscal impact, funds were secured through a performance agreement by means of a letter of credit by applicant's bank.

Other Information/Recommendation:

Attachments:

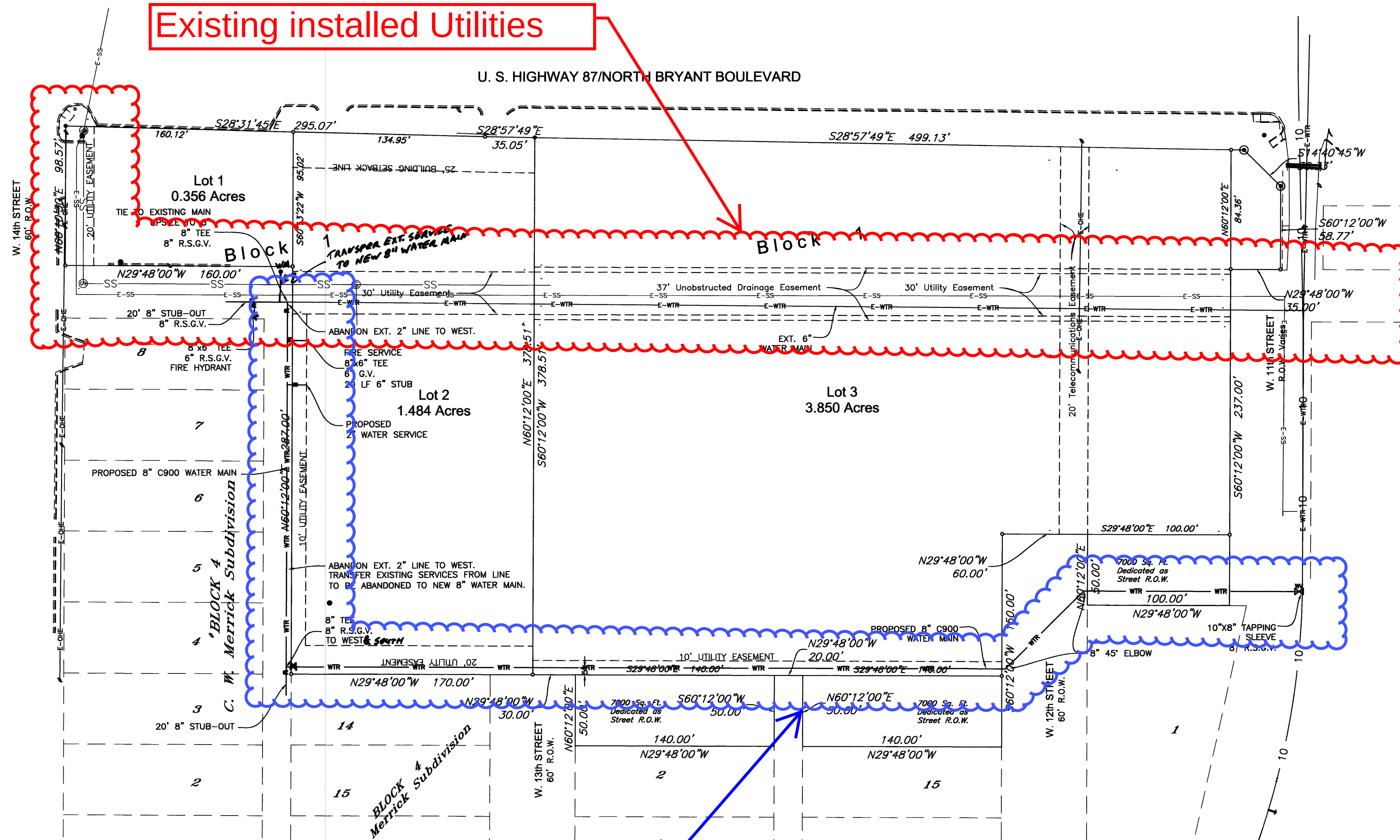
1. Utility plan Windmill Addition utilities not to be installed.pdf

Presentation:

Approvals/Reviews:

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

Existing installed Utilities



Area of proposed rerouting of water and sewer utilities that were not installed for the hotel project that is canceled.

- GENERAL NOTES:
- All work shall be performed in accordance with the City of San Angelo Water Utility's Standards.
 - Municipal water lines are to be constructed in accordance with the Rules and Regulations for Public Water Systems, Section 290, as adopted by the TCEQ.
 - Sanitary sewer lines are to be constructed in accordance with the Chapter 217, Design Criteria for Sewerage Facilities as adopted by the TCEQ.
 - Where water lines and new sewer lines are installed with a separation distance closer than nine feet (i.e., water lines crossing wastewater lines, water lines paralleling wastewater lines, or water lines next to manholes) the installation must meet the requirements of 30 TAC 217.53 (Design of Sewage Systems) or 30 TAC 290.44(a) Water Hygiene).
 - Existing line locations are shown for the convenience of the contractor in accordance with the best information available, but is not guaranteed to be correct or complete.
 - The contractor is responsible for verifying the exact size, type, and location of all utilities and protecting and repairing the same at no additional cost to the owner.
 - Prior to beginning work, the installer shall be responsible for ensuring that adequate horizontal and vertical controls are in place for locating the utility line.
 - The contractor is responsible for adjusting the tops of all utility features to finished grade after the site work is complete.
 - The contractor shall provide the engineer with a set of As-Built drawings showing the constructed flowline and top of manhole elevations and any deviations from the plans.
 - The contractor shall notify the City of San Angelo Water Utilities Department prior to initiating any on-site water utilities related work.

CITY OF SAN ANGELO
DEPARTMENT OF WATER UTILITIES

☐ ACCEPTED
☒ ACCEPTED AS NOTED

Drawing as to design only. Dimensions and location are not verified, contractor to verify as to plans and/or installation requirements.

Joe Mangrum DATE 3-27-2015

CITY OF SAN ANGELO
FIRE MARSHAL'S OFFICE

☒ ACCEPTED
☐ ACCEPTED AS NOTED

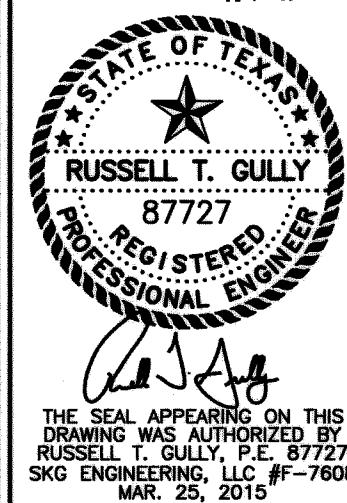
See IFC Section 508.5.1 for applicable distances of 400' or 600'.

Drawing as to design only. Dimensions and location are not verified, contractor to verify as to plans and/or installation requirements.

J. T. Owsen DATE 3/27/2015

200 100 50 25 0 FEET

SKG
ENGINEERING, LLC
SURVEYING • ENVIRONMENTAL • LAB/CMT
708 SOUTH ABE STREET
SAN ANGELO, TEXAS 76903
PHONE: 325.655.1288
FAX: 325.657.8189
www.skg.com
FIRM REGISTRATION NUMBER F-7608



WINDMILL ADDITION
NORTH BRYANT BLVD.
SAN ANGELO, TEXAS

WINDMILL ADDITION
NORTH BRYANT BLVD.
SAN ANGELO, TEXAS

WATER UTILITY
PLAN

REVISIONS

DWG BY: RTG DWG DATE: 03.28.2015
JOB NO. 14-E-0664 SHEET NO. W1
SCALE: 1"=50' W-790



CITY OF SAN ANGELO

RFP Acknowledgment * PUR-01-17/ Digital Copiers

September 15, 2017 at 1:30pm

	Proposals Received	City	State	
1	Toshiba	San Angelo	TX	
2	Kirbos Office Systems	San Angelo	TX	
3	CTWP	San Angelo	TX	
4	Total Office Solution	San Angelo	TX	Disqualified

	Mailed to:	City	State	Notes
1	Allen Young	San Angelo	TX	No Bid
2	CTWP	San Angelo	TX	
3	Kirbo's	San Angelo	TX	
4	Metro-Repro, Inc.	Dallas	TX	No Bid
5	Ricoh	Hurst	TX	No Response
6	Total Office Solutions	San Angelo	TX	

NOTE: Include this form with your Agenda Memo

Memo

To: Julia Antilley, Purchasing Manager
From: Julia Antilley, Purchasing Manager
CC: Tina Dierschke, Finance Director
Date: October 7, 2017
Re: Selection RFP PUR-01-17 / Digital Copiers

Purchasing published RFP PUR-01-17 August 24, 2017 on the City's website, in the San Angelo Standard Times, and notifications were emailed to six local vendors. Four vendors responded, with one disqualified as non-responsive for failing to submit required bid forms.

The three remaining vendors were evaluated by a committee of one council member and two staff with two additional IT staff providing input on security scores. The proposals were reviewed and scored according to the published selection criteria: base bid price, implementation/service, security, references/ company overview, and optional equipment/system capabilities.

The highest ranking vendor and incumbent, CTWP, offered highly competitive pricing for new machines and have a proven history of service and support within the various City departments. They have a nationally recognized service technician.

The second ranking vendor, Toshiba, had good pricing but does not have a local presence or local service technicians. They were unable to provide local references that would allow us insight into response times to San Angelo from an Abilene office.

The third ranking vendor, Kirbo's, did not offer new equipment at a price within the City's budget. They do have an impressive list of local references and sufficient service technicians to meet our needs and offered an implementation strategy of renting used machines to achieve a single expiration date for all copiers.

As a result of the rankings, the committee recommends awarding the contract to CTWP through June 2022 to get all machines on a standardized contract expiration date. All machines will be evaluated on a case-by-case basis to determine copier needs, remaining useful life of machine, and pricing. A hybrid approach will be used - replacing expiring machines or extending leases on low-usage machines, whichever is most appropriate. This approach will ensure future copier bids are more competitive (staggered leases give the incumbent pricing advantages), resulting in better pricing (all copiers replaced simultaneously results in volume discount pricing) and a simplified bid process.

Committee Member Summary	Total Points	Toshiba	Kirbos Office Systems	CTWP
Category				
Price	180.00	180.00	123.51	179.20
Implementation & Service	45.00	29.00	34.00	28.00
Security	45.00	39.50	44.00	39.50
References/Company Overview	15.00	7.00	15.00	13.00
Optional Equipment/System Capabilities	15.00	5.00	2.00	5.00
Total Score	300.00	260.50	218.51	264.70

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Ryan Kramer, Fleet Services Superintendent, Fleet Services, (325) 657-4329

Meeting Date: October 17, 2017

Item type: Consent Item

Caption:

Consider purchasing two Twelve Yard Dump Trucks in an amount of \$208,112 from Lonestar Freightliner DBA Corley Freightliner (San Angelo, TX), budgeted in FY18, utilizing bid VM-02-15, previously awarded on April 7, 2015, and authorizing City Manager or designee to execute related documents (R.Kramer)

Summary/History:

Council approval is requested for additional purchases using RFB VM-02-15 "Twelve Yard Dump Trucks". This RFB was originally approved by Council on April 7, 2015. To date, a total of six trucks have been purchased using this contract. This contract is valid until April 6, 2018, pending the contracted vendor (Corley Freightliner, San Angelo, TX) is able to fulfill both the original specifications and pricing.

Two additional trucks have been budgeted in the General and Water Funds for the replacement of aged units. These trucks, if approved, are to be purchased using 2015 pricing.

Financial Impact:

Staff recommends approval of the purchase of two Twelve Yard Dump Trucks in the amount of \$208,112, budgeted in FY18.

Other Information/Recommendation:

Staff recommends approval to purchase two Twelve Yard Dump Trucks in an amount of \$208,112, budgeted in FY18, from Corley Freightliner (San Angelo, TX) utilizing RFB VM-02-15, originally approved April 7, 2015.

Attachments:

- | | |
|------------------------------------|-----------------------------------|
| 1. VM-02-15 Dump Truck Bid Tab | VM-02-15 Dump Truck Bid Tab.pdf |
| 2. Minutes from original bid award | Council Minutes April 7, 2015.pdf |

Presentation:

Approvals/Reviews:

Ryan Kramer	Created/Initiated
Patrick Frerich	Approved
Allison Strube	Approved
Shane Kelton	Approved
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
BID TABULATION * RFB NO: VM-02-15/12 Yard Dump Trucks

No.	Item	Unit	Est Qty	Lonestar Truck DBA Corley Freightliner		Summit Truck Group (1)		Summit Truck Group (2)		Warren Cat		Grande Truck Center	
				Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
1	Truck-Make and Model			2016 Freightliner M2 112		2016 Intl. 7500 SBA 6x4		2016 Intl. 7500 SBA 6x4		--		2016 Western Star 4700	
2	Delivery Lead Time	Days		90-110 days from PO		90-120 days from PO		7 months		--		90-120 days from PO	
3	Dump Truck	EA	2	\$ 100,621.00	\$ 201,242.00	\$ 100,500.00	\$ 201,000.00	\$ 105,500.00	\$ 211,000.00	\$ 142,500.00	\$ 285,000.00	\$ 109,291.00	\$ 218,582.00
4	Extended Warranty	EA	2	2,300.00	4,600.00	3,775.00	7,550.00	5,200.00	10,400.00		Incl	2,300.00	4,600.00
	Service Manuals	EA	1	-	Incl	-	N/A		N/A		Incl	300.00	300.00
5	Rear Hitch System	Ea	2	1,135.00	2,270.00	1,250.00	2,500.00 *	1,250.00	2,500.00 *		Incl	1,100.00	2,200.00
				Total Bid \$ 208,112.00		\$ 211,050.00		\$ 223,900.00		\$ 285,000.00		\$ 225,682.00	

* Calculation
variance

* Calculation
variance

Piggy Back Availability: No
Payment Discount: None

Yes
None

No
None

No
None

No
None

MET/EXCEED SPEC: Yes
Variances: None

No
Transmission

Yes
None

No
Tire Size

Yes
None

Bids Mailed To:

- | | |
|--------------------------|------------|
| 1 Bee Equipment | Lubbock |
| 2 Freightliner of Austin | Austin |
| 3 Lonestar Truck Group | San Angelo |
| 4 Summit Truck Group | San Angelo |

CITY COUNCIL MINUTE RECORD

The City of San Angelo
Tuesday, April 7, 2015

Page 391
Vol. 105

OPEN SESSION

BE IT REMEMBERED City Council convened in a regular meeting at 9:04 A.M., Tuesday, April 7, 2015, in the San Angelo McNease Convention Center, 501 Rio Concho Drive, San Angelo, Texas. All duly authorized members of the Council, to-wit:

Mayor, Dwain Morrison
Councilmember Rodney Fleming
Councilmember Marty Self
Councilmember Johnny Silvas
Councilmember Don Vardeman
Councilmember Elizabeth Grindstaff
Councilmember Charlotte Farmer

were present and acting, thus constituting a quorum. Whereupon, the following business was transacted:

An invocation was given by Sam Hunnicutt, Senior Pastor at First United Methodist Church, and pledge was led by Delaney Hester, a fifth grader at Cornerstone Christian School.

PROCLAMATIONS AND RECOGNITIONS

“Central Bobcats Boys & Girls Swim Teams” were recognized for their accomplishments this season.

“Public Health Week” April 6th-12th was accepted by Health Services Director Sandra Villarreal

“National Service Recognition Day” April 7th was accepted by Dolores Schwertner, West Texas RSVP Director and Nolen Mears, SCP/FGP Director for the Concho Valley.

“Los Lonely Boys Homecoming” April 11th was accepted by Los Lonely Boys – Henry, JoJo, and Ringo Garza

“Sexual Assault Awareness & Prevention Month” April 2015, was accepted by Concho Valley Rape Crisis Center Executive Director Karla Payne.

“Alcohol Awareness Month” April 2015, was accepted by Concho Valley C.A.R.E.S. Coalition

“I Chose Angelo State Month” April 2015, was accepted by Angelo State University Director of Admissions Sharla Adam

The “Russell Family” was recognized for over 100 years of service to the City of San Angelo

Los Lonely Boys performed their song “Give a little more”

The “Hensley Family” was recognized for over 100 years of service to the City of San Angelo

“The Standard Times” for its efforts in informing our community and assisting with the City's efforts to protect and conserve our water

PUBLIC COMMENT

Citizen Harry Thomas made public comments encouraging the City Council to begin taking action on the streets and not to wait the street study to be completed, noting the worst streets are well known.

Ginger McGregor with Christians United for Israel invited City Council and all the attendees to a special event on May 17, 2015 at the McNease Convention Center.

Councilmember Grindstaff announced that Single Member District Five would be having a Neighborhood Chat on April 20th

Councilmember Farmer announced that Single Member District Six would be having a town hall meeting entitled "Let's Talk" to be held on April 9th at 6:00 P.M. at TLC Church and the next meeting would be held on May 21st at 6:00 P.M. at Southland Baptist Church.

Councilmember Silvas thanked constituents that provide information to him and mentioned hearing complaints about speeding on the 600 Block of Upton, noting that children play on that street.

CONSENT AGENDA

APPROVAL OF THE MARCH 17, 2015 CITY COUNCIL REGULAR MEETING MINUTES

ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE IN CONSULTATION WITH THE INTERIM CITY ATTORNEY TO PROVIDE LEGAL NOTICE OF TERMINATION OF LEASE FOR TENANT DEFAULT IN LEASE TERMS RELATING TO NON-PAYMENT OF ANNUAL RENT PURSUANT TO NOTICE OF DEFAULT PREVIOUSLY GIVEN UNDER THE LEASE, ANNUAL RENT NOW BEING PAST DUE FOR MORE THAN 180 DAYS, ON THE FOLLOWING LAKE NASWORTHY RESIDENTIAL LOT LEASES(C.PREAS) (Pg.399, #2015-04-205)

- a. VIOLA LEE JOINER (\$758): LOT 21, BLOCK 2, SECTION 2, GROUP RED BLUFF, LAKE NASWORTHY ADDITION
- b. KIPPY JOINER AND ISRAEL JOINER(\$902): LOT 36-A, BLOCK 7, SECTION 2, GROUP SHADY POINT, LAKE NASWORTHY ADDITION
- c. GAYLA S. COOK (\$473): LOT 114, GROUP SHADY POINT, LAKE NASWORTHY ADDITION
- d. STANLEY J AND CASEY FORTENBERRY (\$625): LOT 26, BLOCK 1, GROUP 20, LAKE NASWORTHY ADDITION
- e. JOEL ROBLEDO (\$596): LOT 8, BLOCK 2, GROUP LINCOLN PARK, LAKE NASWORTHY ADDITION

APPROVAL OF AWARDED RFB VM-02-15 12 YARD DUMP TRUCKS TO LONESTAR TRUCK DBA CORLEY FREIGHTLINER (SAN ANGELO, TX), IN AN AMOUNT OF \$315,000, FOR THE PURCHASE OF 2 UNITS (WITH THE OPTION TO PURCHASE ONE ADDITIONAL UNIT), BUDGETED FOR PURCHASE IN FY15, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY NECESSARY RELATED DOCUMENTS(R.KRAMER).

APPROVAL OF AWARDED PROPOSAL WU-01-15 FOR THE 2015 WATER LINE IMPROVEMENTS CONTRACT NO. 1 TO DARNELL CONSTRUCTION, LLC OF SAN ANGELO, TEXAS IN THE AMOUNT OF \$1,320,963.27, AUTHORIZING STAFF TO NEGOTIATE A CONTRACT, AND AUTHORIZING THE CITY MANAGER OR CITY MANAGER DESIGNEE TO EXECUTE SAID CONTRACT AND ANY RELATED DOCUMENTS(B.RILEY)

APPROVAL OF ANNUAL RECERTIFICATION FOR GALILEE COMMUNITY DEVELOPMENT CORPORATION AS A (CHDO) COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (B.SALAS)

APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF SAN ANGELO AND THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS – NCCC) FOR A SERVICE PROJECT AND AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE THE AGREEMENT(C.WHITE)

ADOPTION OF THE RESOLUTION BY THE SAN ANGELO CITY COUNCIL RATIFYING THE APPLICATION AND CONTRACT FOR, AND ACCEPTING, A SUPPLEMENTAL ONE TIME FY2015/FY2016 TEXAS DEPARTMENT OF STATE HEALTH SERVICES HAZARDS/PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT IN THE AMOUNT OF \$21,480.00, TO CARRY OUT THE CENTERS FOR DISEASE CONTROL PUBLIC HEALTH EMERGENCY PREPAREDNESS GOALS ASSOCIATED WITH EBOLA PREPAREDNESS AND RESPONSE ACTIVITIES(S. VILLARREAL) Pg.401, #2015-04-206)

SECOND HEARING AND ADOPTION OF THE FOLLOWING ORDINANCES:

a. Z14-38: FRED PARTLO

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH SAID EXHIBIT "A" OF CHAPTER 12 ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY, TO WIT, GENERALLY LOCATED ON THE NORTHEAST CORNER OF OLD BALLINGER HIGHWAY AND COVINGTON ROAD, AND SPECIFICALLY DESCRIBED AS APPROXIMATELY 175.00 ACRES OUT OF 501.327 ACRES OF LAND OUT OF J. POLLAN SURVEY 3 (ABSTRACT NO. 5130), J. POINTEVENT SURVEY 1113 (ABSTRACT 4873) AND J.A. EGGLESTON SURVEY 2 (ABSTRACT NO. 4984) AND DESCRIBED IN EXHIBIT "A" ATTACHED TO CORRECTION SPECIAL WARRANTY DEED FROM DORIS SCHWARTZ BLOCK TO MICHAEL J. BLOCK, TRUSTEE OF WILBERT B. BLOCK FAMILY TRUST, FILED FOR RECORD ON 10-05-2007 AS INSTRUMENT NUMBER 640460 IN OFFICIAL PUBLIC RECORDS FOR REAL PROPERTY (O.P.R.R.P.) IN TOM GREEN COUNTY, TEXAS, A REQUEST FOR APPROVAL OF A ZONE CHANGE FROM RANCH & ESTATE (R&E) TO HEAVY MANUFACTURING (MH); PROVIDING FOR SEVERABILITY AND PROVIDING A PENALTY(R.GUERRA) (Pg. 403, #2015-04-207)

AN ORDINANCE AMENDING APPENDIX A "FEE SCHEDULE", ARTICLE A2.000, "BUILDING AND CONSTRUCTION RELATED FEES" OF THE CITY OF SAN ANGELO CODE OF ORDINANCES RELATED TO "OUTSIDE CONSULTANT PLAN CHECK" SERVICE FEES

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING APPENDIX A, ENTITLED "FEE SCHEDULE", ARTICLE A2.000, ENTITLED "BUILDING AND CONSTRUCTION RELATED FEES", BY REPEALING SECTION A2.002 ENTITLED, "BUILDING PERMIT FEES", SUB-SECTION 2.002(F), ENTITLED, "FAST TRACK - PLAN REVIEW FEE (COMMERCIAL

ONLY)"; ADDING A NEW SUB-SECTION 2.002(F), PROVIDING FOR EXPEDITED PLAN REVIEWS TO BE CONDUCTED BY A CITY OF SAN ANGELO APPROVED THIRD PARTY SERVICE AND AN ADDITIONAL FEE OF 15% OF THE THIRD PARTY FEE BE CHARGED TO COVER ADMINISTRATIVE AND INSPECTION COSTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE (A.TORRES) (Pg. 407, #2015-04-208)

Motion, to approve the Consent Agenda, as presented, was made by Councilmember Farmer and seconded by Councilmember Self. Motion carried unanimously.

RECESS

At 10:01 A.M., Mayor Morrison called a recess.

RECONVENE

At 10:19 A.M., Council reconvened, and the following business was transacted:

REGULAR AGENDA: PUBLIC HEARING AND COMMENT

DISCUSSION OF AND DIRECTION TO STAFF REGARDING:

- a) INCORPORATION OF A LETTER GRADE SYSTEM, THEREBY SUPPLEMENTING THE ROUTINE FOOD ESTABLISHMENT INSPECTION DEMERIT SYSTEM, AND;
- b) POSTING OF THE GRADE AT FRONT ENTRANCES OF RETAIL FOOD ESTABLISHMENTS

This item was requested by Councilmember Fleming. A Presentation was made by Health Services Director Sandra Villarreal) *A copy of the report is part of the Permanent Supplemental Record.*

Councilmember Fleming spoke in support of the Letter grade system.

Local restaurateur Bernay Sheffield spoke in support of a letter grade but cautioned that research was needed before requiring posting of a letter grade at the front entrance of a retail food establishment. Councilmembers Farmer, Morrison, Grindstaff, Self and Vardeman agreed the posting of a letter grade at the front entrance could present additional problems and needed further investigation.

Consensus of the City Council was reached for the Health Department to bring back a Letter Grade System with posting on the City of San Angelo's website for a presentation and possible approval at a future Council Meeting.

APPROVAL OF FIRST PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 2, ENTITLED "ADMINISTRATION", ARTICLE 2.08, ENTITLED "CLASSIFIED SERVICE", MORE PARTICULARLY BY AMENDING SECTION 2.08.002, ENTITLED, "CLASSIFICATION PLAN"; PARAGRAPH (B) "STAFFING LEVELS", SUBPARAGRAPH (1)(A), ENTITLED "FIRE DEPARTMENT", TO CHANGE THE NUMBER OF AUTHORIZED POSITIONS FOR THE FIRE DEPARTMENT BY INCREASING THE NUMBER OF FIRE ENGINEER (DRIVER) FROM THIRTY-THREE (33) TO FIFTY (50), AND DECREASING THE NUMBER OF FIRE FIGHTER FROM NINETY-ONE (91) TO SEVENTY-FOUR (74), PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE

A Presentation was made by Fire Chief Brian Dunn. *A copy of the report is part of the Permanent Supplemental Record.*

Motion, to approve, as presented, was made by Councilmember Farmer and seconded by Councilmember Fleming. Motion carried unanimously.

ADOPTION OF A RESOLUTION APPROVING IN-KIND SUPPORT FROM THE PUBLIC INFORMATION OFFICE TO THE 20 UNDER 40 YOUNG LEADERS RECOGNITION PROGRAM (Pg. 409, #2015-04-209)

A Presentation was by Public Information Officer Anthony Wilson. *A copy of the report is part of the Permanent Supplemental Record.*

San Angelo Standard Times Publisher Jeff DeLoach spoke in support of the resolution.

Councilmembers Farmer, Grindstaff and Silvas spoke in support of the resolution.

Motion, to approve, as presented, was made by Councilmember Farmer and seconded by Councilmember Fleming. Motion carried unanimously.

PRESENTATION ON THE POSSIBILITY OF ADOPTING A NEW CITY LOGO AND SEAL, AND ANY ACTION IN CONNECTION THERETO

A Presentation was made by Public Information Officer Anthony Wilson. *A copy of the report is part of the Permanent Supplemental Record.*

Consensus of the City Council was reached for the staff to work with McLaughlin Advertising to bring back multiple options for a new City Logo for a presentation and possible approval at a future Council Meeting.

DISCUSSION AND DIRECTION TO STAFF REGARDING PROPOSED REMOVAL OF THE TRAFFIC CONTROL SIGNAL LOCATED AT MAIN STREET AND KOBERLIN STREET

A Presentation was made by Traffic Operations Superintendant Ryan Ward. *A copy of the report is part of the Permanent Supplemental Record.*

Consensus of the City Council was reached to direct staff to move forward with the removal of the signal, as presented.

ACCEPTANCE OF A PETITION SEEKING ANNEXATION (TO SAN ANGELO'S CITY LIMITS) OF CERTAIN PROPERTIES SITUATED IMMEDIATELY WEST OF SAN ANGELO, GENERALLY LOCATED ON THE NORTHWEST CORNER OF ARDEN ROAD AND F.M. HIGHWAY 2288, AND SPECIFICALLY DESCRIBED AS APPROXIMATELY 44.821 ACRES OF LAND OUT OF B.S. & F. SURVEY 5, ABSTRACT NO. 101 AND A.B. & M. SURVEY 3, ABSTRACT NO. 24, TOM GREEN COUNTY, TEXAS AND SAID 44.821 ACRE TRACT ALSO BEING OUT OF THAT CERTAIN 917.9 ACRE TRACT DESCRIBED AND RECORDED IN INSTRUMENT NO. 703583, OFFICIAL PUBLIC RECORDS OF TOM GREEN COUNTY, TEXAS AND SAID 44.821 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, IN TOM GREEN COUNTY, TEXAS

A Presentation was made by Planning Manager Rebeca Guerra. *A copy of the report is part of the Permanent Supplemental Record.*

David Jensen the property owner and annexation petitioner responded to a question from Councilmember Farmer, stating 80 residential lots and two entrances would be would be developed.

Motion, to accept the petition for annexation, as presented, was made by Councilmember Farmer and seconded by Councilmember Fleming. Motion carried unanimously.

ACCEPTANCE OF THE CITY OF SAN ANGELO'S FISCAL YEAR 2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND SINGLE AUDIT AS PRESENTED BY THE CITY'S EXTERNAL AUDITOR

A Presentation was made by Armstrong Backus Audit Partners Gayla C. Thornton and Michael R. Bodiford. *A copy of the report is part of the Permanent Supplemental Record.*

Motion, to accept the CAFR and Single Audit, as presented, was made by Councilmember Farmer and seconded by Councilmember Silvas. Motion carried unanimously.

APPROVAL OF FIRST PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 7, ENTITLED "HEALTH AND SANITATION", ARTICLE 7.04, ENTITLED "POTABLE USE OF GROUNDWATER:, MORE PARTICULARLY TO RETITLE ARTICLE 7.04 "MUNICIPAL SETTING DESIGNATIONS" MORE PARTICULARLY TO PROHIBIT THE USE OF CERTAIN GROUNDWATER FROM BENEATH PROPERTY LOCATED AT 601 WEST 11TH STREET; SUPPORTING ISSUANCE OF A MUNICIPAL SETTING DESIGNATION CERTIFICATE BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

A Presentation was made by Water Utilities Director Bill Riley and Wendland Manufacturing representative Brad Jackson. *A copy of the report is part of the Permanent Supplemental Record.*

Motion, to approve, as presented, was made by Councilmember Vardeman and seconded by Councilmember Grindstaff. Motion carried unanimously.

EXECUTIVE/CLOSED SESSION

At 12:16 P.M., Council convened in 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:

- Section 551.071(1)(A) to consult with attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation regarding
 - a) 2013 Sealcoating Program Contract, and;
 - b) Martifer-Hirschfeld Energy Systems, LLC ET. AL.
- Section 551.071(2) to consult with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:
 - a) Sports Complex Naming Rights
- Section 551.072 to deliberate the purchase, exchange, lease, or value of real property regarding
 - a) Potential sites for a Police Department Administration Building, and;
 - b) The Avenue P Drainage Project and the Red Arroyo Project, and;
 - c) Real property located at the San Angelo Regional Airport
- Section 551.074(a)(1) to deliberate the 6-month evaluation of the City Manager

RECONVENE

At 2:58 P.M., Council reconvened, and the following business was transacted:

Councilmember Silvas left the meeting.

APPROVAL OF THE PLACEMENT OF ART TO BE INCORPORATED WITH THE RED ARROYO TRAIL PROJECT AND APPROVING ANY MATTERS RELATED THERETO

A Presentation was made by Parks and Recreation Director Carl White and Art in Uncommon Places Board Members Julie Raymond and Sue Rainey. *A copy of the report is part of the Permanent Supplemental Record.*

Motion, to approve, as presented, was made by Councilmember Farmer and seconded by Councilmember

Grindstaff. Motion carried unanimously (6-0).

APPROVAL OF FIRST PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE AMENDING THE 2014-2015 BUDGET FOR CAPITAL PROJECTS, INCOMPLETE PROJECTS, AND GRANTS

A Presentation was made by Budget Manager Morgan Chegwidan. *A copy of the report is part of the Permanent Supplemental Record.*

Motion, to approve, as presented, was made by Councilmember Grindstaff and seconded by Councilmember Farmer. Motion carried unanimously (6-0).

FOLLOW UP AND ADMINISTRATIVE ISSUES

CONSIDERATION OF MATTERS DISCUSSED IN EXECUTIVE/CLOSED SESSION

No action was taken on matters discussed in Executive/Closed Session.

APPROVAL OF A BOARD NOMINATION BY COUNCIL AND DESIGNATED COUNCILMEMBERS:

- Civic Events Advisory Board: Billy R Najera (SMD3) to a 1st Full Term October 2016

Motion, to approve the board nominations by Council and designated Councilmembers, was made by Councilmember Self and seconded by Councilmember Vardeman. Motion carried unanimously (6-0).

ANNOUNCEMENTS AND CONSIDERATION OF FUTURE AGENDA ITEMS

Councilmember Farmer noted trash on the Loop and the Southwest portion of town.

ADJOURNMENT

Motion, to adjourn, was made by Councilmember Grindstaff and seconded by Councilmember Self. Motion carried unanimously (6-0).

The meeting adjourned at 3:24 P.M.

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.)

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

Meeting Date: October 17, 2017

Item type: Regular Item

Caption:

Consider ratifying COSADC's approval of a resolution, authorizing the Board President to negotiate and execute Task Order No. 2 to Professional Services Agreement, RFQ DC-02-17, with Parkhill Smith & Cooper, Inc., in a sum not to exceed \$280,000 to perform professional engineering and surveying services for infrastructure for the San Angelo Business & Industrial Park, subject to approval of the City Council for a Project necessary to promote or develop new or expanded business enterprises as authorized under the Texas Development Corporation Act (R Peña)

Summary/History:

The new Task 2, of the Professional Services with Parkhill, Smith & Cooper, Inc. is necessary to provide the Professional Engineering and Surveying Services for Infrastructure Design for Phase 2 of the San Angelo Business & Industrial Park. The work will help to meet infrastructure requirements for the new AEP facility that is on a short time-line to be built as well of the expansion of infrastructure in Phase 2. At its meeting on June 22, 2016 the COSADC Board approved allocating up to \$2 Million as matching funds for an Economic Development Administration (EDA) grant for construction of infrastructure in Phase 2 or Phase 3 of the Industrial Park. Due to recent land sales the Phase 2 improvements have become the higher priority. In order to obtain the EDA grant, COSADC will be required to secure the services of an Engineering firm to prepare design drawings and cost estimates. Parkhill Smith & Cooper, Inc were selected via the City's Request for Qualifications process. Due to the relatively fast rate at which parcels are selling in Phase 1, Tasks 1.1 and 1.2 included Data Collection and preparation of a conceptual layout of the Park with emphasis on Phase 2, particularly a recommended conceptual layout that would include providing additional smaller lots (5 acres +/-) and the potential additional infrastructure to support the proposed layout. Parkhill, Smith & Cooper developed several concept plans which were reviewed by staff, the preferred option being presented to and approved by COSADC at its meeting on August 23, 2017.

Financial Impact:

Up to an amount of \$280,000.

Other Information/Recommendation:

Attached is the Work Order for Task 2 and the Platting and Infrastructure Design.

Attachments:

- | | | |
|----|--|---|
| 1. | Resolution | 17-XXX_COSADC_PARKHILL_TASK_ORDER_NO.2_RESO (2).docx |
| 2. | Task 2 Work Order-Scope of Services/Cost | COSADC - RFQ DC-02-17 - PSC WO2 Scope-Fee Exhibit (Revised).pdf |
| 3. | Platting/Infrastruture Design | Ex01-9406 Ex-01 (3).pdf |

Presentation:

Robert Schneeman

Approvals/Reviews:

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

A RESOLUTION OF THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING THE PRESIDENT TO NEGOTIATE AND EXECUTE TASK ORDER NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, RFQ DC-02-17, WITH PARKHILL SMITH & COOPER, INC., EFFECTIVE APRIL 25, 2017, IN A SUM NOT TO EXCEED \$280,000 TO PERFORM PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR INFRASTRUCTURE FOR THE SAN ANGELO BUSINESS & INDUSTRIAL PARK, SUBJECT TO APPROVAL OF THE CITY COUNCIL.

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

WHEREAS, COSADC and PSC entered into a Professional Services Agreement, effective April 25, 2017, and Task Order No. 1, **Exhibit B-1** thereto providing for Tasks 1.1 and 1.2 of the San Angelo Business and Industrial Park; and,

WHEREAS; City desires to add to the scope of work under said contract, Task Order No. 2, for additional engineering and surveying professional services providing for Tasks 2.1 through 2.5 of the San Angelo Business and Industrial Park;

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

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

Section 2. The Board President is hereby authorized and directed to negotiate and execute on behalf of COSADC Task Order No. 2 under the Professional Services Agreement with Parkhill Smith & Cooper, Inc., effective April 25, 2017, for a sum not to exceed \$280,000, in substantially the attached form.

Section 3. The Board’s authorization of Task Order No. 2 shall be subject to approval of the City of San Angelo City Council.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

ATTEST:

Edward Carrasco, President

Bryan Kendrick, Corporate Secretary

APPROVED AS TO CONTENT:

Roland Peña, Director of Economic
Development

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney

**EXHIBIT “A”
RFQ DC-02-17
SCOPE OF SERVICES
Work Order #2**

Parkhill, Smith & Cooper, Inc. (PSC) will provide the following scope of services on the above referenced contract.

Task 2.1 Platting Activity

PSC will prepare, process, and submit required plans, exhibits, engineering reports, permit applications, transmittals, notices, administrative forms, and other related items to the City of San Angelo and administer the same through the review and approval process. Tasks may include, but not be limited to:

- Preparation and submittal of a Preliminary Plat for the entire Phase 2 acreage
- Preparation and submittal of a Preliminary Drainage Plan
- Preparation of applicable legal descriptions and boundaries
- Representation of Preliminary Plat and other actions before staff and at Planning Commission meetings (*Includes 1 Trip*)
- Coordination of plat with franchise utility providers
- Preparation and submittal of a Final Plat for 52 acre AEP lot and adjacent Rights-of-Way
- Representation of Final Plat at Planning Commission (*Includes 1 Trip*)

Task 2.1 Provided at Lump Sum of \$12,000

Task 2.2 Surveying Activity

PSC will provide surveying for both the plat boundaries and the design topographic information for areas of detailed design. Tasks may include, but not be limited to:

- Boundary surveys of platted areas (52 acre AEP lot + Adjacent ROWs)
- Legal descriptions of needed easements (sewer & drainage, possibly)
- Final Plat review and signature
- Lot monumentation
- Topographic survey for design of roadways, water, sewer, and drainage infrastructure (50+ acres in heavy brush)
- Establishment of benchmarks and control points for construction of infrastructure
- Multiple Trips

Task 2.2 Provided at Lump Sum of \$24,000

Task 2.3 Infrastructure Design

PSC will design, analyze, and document the design of paving, drainage, and utility infrastructure for the purpose of construction. Approximate limits of construction are shown on Exhibit “Ex-01.” Tasks may include, but not be limited to:

- Street alignment and layout
- Street profiles and hydraulics analysis
- ADA Issues – driveways, intersection ramps, public spaces
- Water Line Layout – pipes, valves, fittings, fire hydrants, services, etc.
- Sewer Line Layout – pipes, manholes, services, crossings, profiles
- Hydrologic Analysis and Production of Drainage Report
- Storm Sewer Layout – pipes, manholes, service laterals, inlets, outlets, crossings, profiles
- Regional Detention Basin Design
- Channel and Culvert Design
- Construction Details
- Storm Water Pollution Prevention Plans (SWP3) – site plans only
- Opinions of Probable Cost (OPCs) – 50% & 100% Stage – Entire Phase 2 & Immediate Project
- City review (*Includes 2 Trips*)
- Production of Construction documents – plans, specs, and contracts

Task 2.3 Provided at Lump Sum of \$170,000

Task 2.4 Bidding and Construction Phase Services

PSC shall advertise and seek out construction proposals and conduct bidding related tasks on behalf of the Owner, utilizing Economic Development Grant related requirements. PSC will also represent the Owner throughout the construction process to answer technical questions, confirm design requirements, and observe construction to the extent shown below. Tasks may include, but not be limited to:

- City review and approval process of development construction drawings
- Preparation of bid documents
- Conducting pre-bid meetings (*Includes 1 Trip*)
- Plans distribution and bid advertisements
- Respond to questions and issue addenda
- Conduct bid openings (*Includes 1 Trip*)
- Preparation of bid tabulations and make recommendations to Owner
- Preparation of contract documents between contractors and Owner – obtain City approval and issue Notice to Proceed (NTP)
- Conduct a Kickoff Meeting or Pre-Construction Meeting (*Includes 1 Trip*)
- Review Submittals
- Review or Prepare Cut Sheets for streets and gravity sewers
- Site Visits – Observe construction and provide records of observation to the owner (This is not inspection.) (*Includes 10 Trips*)
- Attend Construction Progress Meetings (*Included in Site Visit Trips*)
- Coordinate surveyors and contractors schedules
- Coordinate testing and City inspection requirements
- Process change orders
- Process and issue pay requests
- Conduct a Final Walkthrough (*Includes 1 Trip*)
- Process and Submit City Close Out Documentation

Task 2.4 Provided at Hourly Rate Not to Exceed \$65,000

Task 2.5 Reimbursable Expenses

Reimbursable expenses will be invoiced separately at 1.15 times the direct cost. These would include but are not limited to:

- Travel costs for undeclared trips (mileage or rental cars and gasoline, meals)
- Reproduction costs (printing of sets of plans for bidding or extras for contractor)
- Postage/Shipping fees (large set delivery through the mail to COSADC or Contractors)
- City Application fees

Task 2.5 Provided at Cost x 1.15

Additional Services

PSC will provide any additional services not specifically called out in the above tasks at an hourly rate, according to the most current hourly rate fee sheet or by execution of an amendment to this proposal for an agreed sum. Additional services could include, but are not limited to the excluded items listed below.

Exclusions

The above scope of services and fees specifically excludes the following work.

- Zoning Tasks
- Site Visits or Construction Meetings Beyond those Specified
- SWP3 permitting tasks beyond the erosion control sheet (Permit applications or Conducting SWP3 Inspections)
- Design of off-site improvements, such as extension of utilities or roadways not shown on Exhibit "Ex-01"
- Construction Surveying (Staking for contractors)
- Construction Testing
- Conducting City Acceptance Inspection Activities
- Geotechnical Investigations
- Environmental Site Assessments
- Landscape design or consultation
- Architectural, MEP, or Structural Design Services
- Street Lighting Design
- Design of Franchise Utility Extensions

Timeline

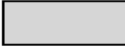
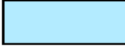
PSC will provide final Construction Drawings for submission to the City of San Angelo on December 1, 2017 for the portion of infrastructure required for platting the AEP lot. (Approximately 2,000 LF of Sewer, 800 LF of Water, and 800 LF of Roadway.) This set is known as Phase 2.1.

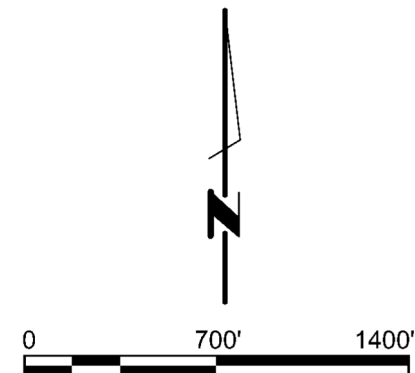
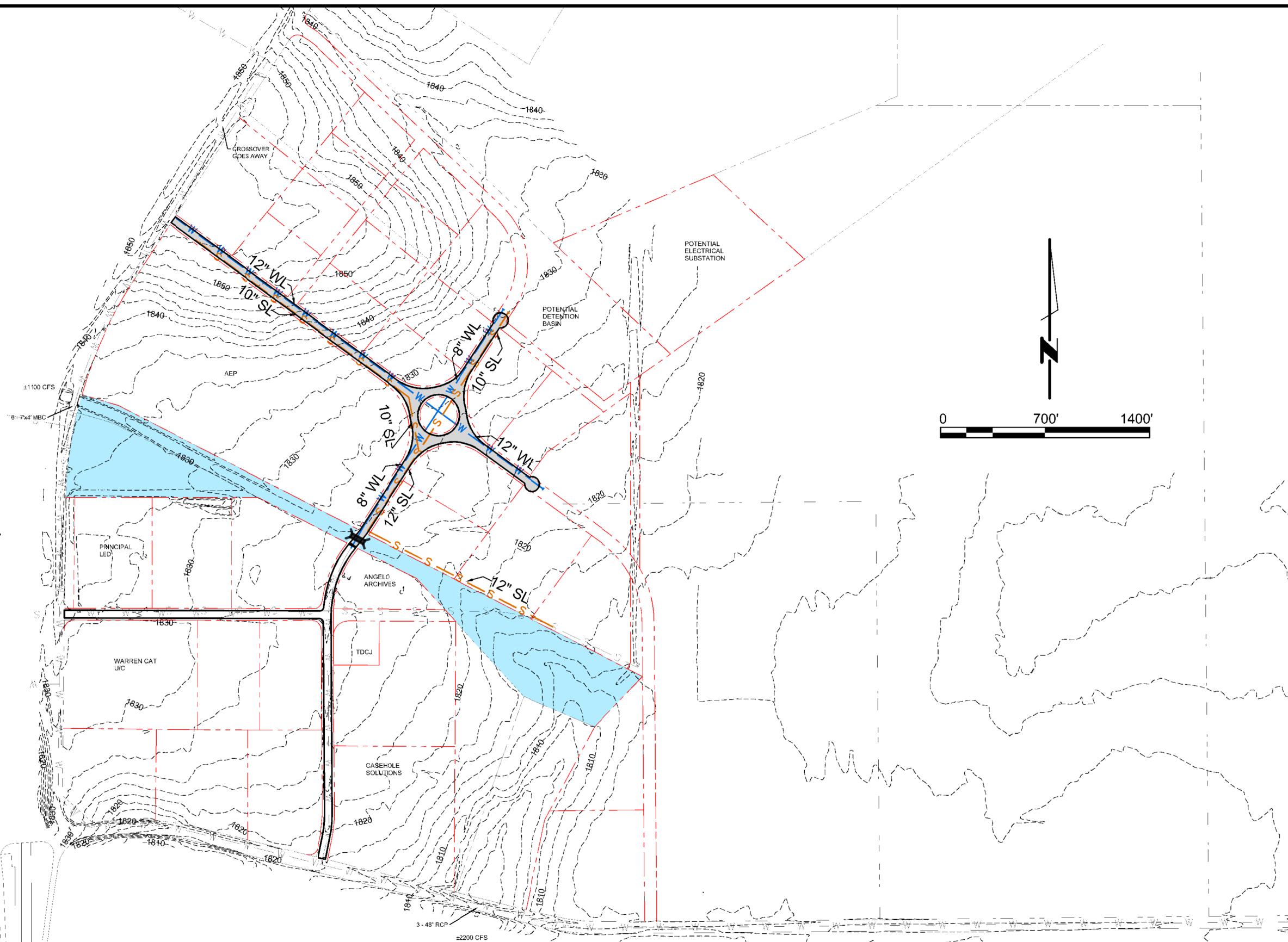
PSC will provide final Construction Drawings for submission to the City of San Angelo on February 1, 2017 for the remainder of infrastructure in this contract. This set is known as Phase 2.2.

Fees assume this breakdown, but anticipates 1 bidding timeframe for 2 contracts, one for paving/grading, and one for utilities.

X:\2017\9406.17\02_DSGN\02_DWG\050_CIVIL\03_Exhibit\Ex01-9406.dwg, Ex-01, 8/31/2017 12:00:10 PM, RICHARD-K, Bluebeam PDF, 1:1

LEGEND

-  PROPOSED PAVING
±38,850 S.Y. PAVING
±10,070 L.F. CURB & GUTTER
-  PROPOSED DRAINAGE FACILITIES
±60,000 C.Y. EXCAVATION
-  PROPOSED WATER LINE
±3,100 L.F. 12" WATER LINE
±1,900 L.F. 8" WATER LINE
-  PROPOSED SEWER LINE
±2,000 L.F. 12" SEWER LINE
±3,300 L.F. 10" SEWER LINE
-  PROPOSED CULVERT CROSSING
6 - 7'x4' MBC



SAN ANGELO BUSINESS & INDUSTRIAL PARK
PHASE II
PRELIMINARY ENGINEERING REPORT



PARKHILL SMITH & COOPER

PROJECT SITE LAYOUT

Issue:	1.0	Date:	8/31/2017
Project No:	9406.17	Sheet:	Ex-01

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Sidney Walker, Civic Events Manager, Civic Events, 3256539577

Meeting Date: October 17, 2017

Item type: Consent Item

Caption:

Consider approving amendments to the bylaws for the Civic Events Advisory Board (S. Walker)

Summary/History:

On Aug 28, the Civic Events Advisory Board approved changes to the Civic Event bylaws. Some of the changes, and prior revisions of the bylaws conflicted with the Code of Ordinances.

Financial Impact:

Adopting these revised bylaws has no cost impact.

Other Information/Recommendation:

Attachments:

1. Civic Events Bylaws 17-396 Civic+Events+Advisory+Board+BylawsDraft 10 9 2017.docx

Presentation:

Sidney Walker

Approvals/Reviews:

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

CIVIC EVENTS ADVISORY BOARD **BYLAWS**

Vision Statement: To be the preferred host for Entertainment, Business, and Community Events in West Texas.

Mission Statement: To enhance the quality of life of our citizens and business partners by providing quality events and facilities in a clean, comfortable and safe environment.

Article I

Purposes, Duties, Powers and Conduct

Section 1. Purposes: The Civic Events Advisory Board ("Board" herein) is organized and created by City ordinance Article 2.2200 to advise the City Council of the City of San Angelo, the City Manager and his/her representatives.

Section 2. Duties: The Board shall advise the City Council on matters of policy and the City Manager and his/her representatives on administrative matters regarding the operation of the McNease Convention Center, ~~Foster Communications~~San Angelo Coliseum, the Bill Aylor Sr. Memorial RiverStage, Farmers Market, City of San Angelo Indoor Arena, ~~Pecan Creek Park Pavilion~~Indoor Arena, El Paseo de Santa Angela. The Board shall approve a recommended Civic Events budget in sufficient time for inclusion in the City Manager's proposed annual budget to the City Council. The Board is authorized to formulate and enact rules and policies regarding the operation of public facilities, which are effective following the review and approval of the City Council. The City Council may formulate and enact different rules and policies at any time.

Section 3. Powers: The Board may exercise all powers and do all lawful acts delegated to it or permitted by City ordinances, state statutes and these bylaws.

Section 4. Conduct: The Board and its members shall conduct itself in a manner that's in keeping with the standards, rules, regulations, policies and practices established by the City Council for itself and all City Boards and Commissions.

Approved by City Council Jan. 20, 2009

Article II

Members of the Board

Approved by City Council Jan. 20, 2009

Section 1. Members: The Board shall consist of seveneight (78) members. Board members shall receive no compensation for services. Per the City Council's directive, the Board's membership shall be reduced to seven (7) members in October 2010.

Section 12. Appointment: Board members shall be appointed by the City Council under procedures, qualifications, and for terms established by the Council.

Section 3. Qualifications: Board members shall have such qualifications as prescribed by the City Council. All members must be of voting age and a resident of the City of San Angelo.

Section 4. Term of Office: Board members shall be appointed for a three (3) year term beginning on JanOct. 1 of the year of the appointment. No member shall be eligible to serve more than two (2) full consecutive terms. After one (1) year off the Board, a person becomes eligible to serve two (2) more consecutive terms.

Article III

Meetings

Section 1. Regular Meetings: The Board shall hold one (1) regular meeting each month. The meetings shall normally be held at noon on the last Thursday each month at the McNease Convention Center. The Board may periodically meet at other Civic Events venues. All meetings shall be public and conform to law.

Section 2. Special Meetings: The Board President may call a special meeting with no less than seventy-two (72) hours notice. In cases of emergency, the Board President

may call a meeting with no less than (2) hours notice. Upon the request of ~~three~~^{four} (34) Board members, the President shall call a special meeting with no less than seventy-two (72) hours notice. In all instances of special meetings, Board members must be notified in writing, by e-mail and/or by telephone. Special meetings shall be held at

~~Approved by City Council Jan. 20, 2009~~

the McNease Convention Center on a date at a time designated by the President. All special meetings shall be public and conform to law.

~~Section 3. Executive Sessions: The criteria for a board to hold an executive session are established by the Texas Open Meetings Act, which requires the board to first meet in open session, identify the section of the law under which the closed meetings is held, recess into executive session, reconvene in open session and vote in open session. A certified agenda or a tape recording of the proceedings of each closed meeting is required. The reason for executive sessions are: 1) Consultations with attorney regarding pending or contemplated litigation, or a settlement offer; 2)~~

~~Approved by City Council Jan. 20, 2009~~

~~Deliberations about real property; 3) Deliberations regarding gifts and donations; 4) Personnel matters; and 5) Deliberations regarding security devices or security audits.~~

Section 4. Attendance Conclusive of Notice: Attendance by a Board member at any regular or special meetings shall be conclusive evidence of receipt of notice of the meeting by that member. Members must attend all Board meetings unless they notify the Board ~~President or Staff Liaison~~^{Secretary} they will be absent because of personal or family illness, family emergency, funerals or employment. Absences without notification shall be considered unexcused.

~~Section 5. Quorum: A quorum of at least ~~ffour~~^{five} (45) members is necessary to conduct any Board meeting. Once the Board's membership drops from eight (8) to seven (7) members, per the City Council's directive, a quorum of at least four (4) members will be necessary to conduct any Board's meeting.~~

Section 6. Vote: Each Board member shall have one vote, which must be exercised in person. The vote of a majority of members present and voting at a meeting at which a quorum is present shall be the vote of the Board. All Board members shall comply with the conflict of interest statement, which is attached as Exhibit A.

No member should act independently on behalf of the Board, on any matter under the Board's jurisdiction or purview without the express authorization, instruction or appointment by the Board. Should members speak to a group or individual who have matters under the Board's jurisdiction or purview without the authorization,

instruction or appointment to do so, those members should make clear they are acting on their own behalf and not representing the Board.

Section 7. Termination of Board Members: Any Board member who has missedmisses three (3) unexcused meetings in a calendar year because of personal or family illness, family emergency, funerals or employment, or who misses four (4) meetings

Approved by City Council Jan. 20, 2009

total in a calendar year, shall be deemed to have resigned, and the Board shall immediately notify the City Council that a vacancy exists.

Article IV

Officers

Section 1. Designation of Officers: The Board shall have a PresidentChairman and Vice ChairmanPresident. The Civic Events Manager shall perform the duties of Secretary, but will not be a voting member of any Committee or the Board.

Approved by City Council Jan. 20, 2009

Section 2. Election: At the beginning of the regular meeting each JanuaryOctober, the Vice ChairmanPresident shall ascend to become the Board's PresidencyChairman, and the Board shall elect a new Vice ChairmanPresident. The Board's Nominating Committee will make nominations for Vice ChairmanPresident. Election shall be determined by a majority vote of the members present.

Section 3. Terms: The PresidentChairman and Vice PresidentChairman shall serve a term of one (1) year in each office. Terms will begin and end when officers are seated and elected at the end of the previous officers 12th month in office. beginning of the regular meeting in October.

Section 4. Consecutive Terms: Having served two (2) consecutive terms in office, a member shall not be eligible for re-election to an office for one (1) year after completion of the second consecutive term.

Section 5. Duties and Authority of Officers:

- A. PresidentChairman – The PresidentChairman shall preside over all meetings of the Board and shall be responsible for accomplishing all directives, purposes, duties and responsibilities imposed on the Board by the

City Council. The [PresidentChairman](#) shall appoint members of all committees, as he/she deems necessary and shall designate the Chairman of all committees. The [PresidentChairman](#) shall sign official documents on the Board's behalf.

- B. **Vice [PresidentChairman](#)** – In the absence, disability or disqualification of the [PresidentChairman](#), the Vice [PresidentChairman](#) shall perform the duties and exercises the powers of the [PresidentChairman](#). The Vice [PresidentChairman](#) shall also perform other duties prescribed by the Board.

Secretary—~~The Secretary shall keep the minutes of all Board meetings, be the custodian of all books and records of the Board, make appointments for the Board, prepare the agenda for Board meetings, prepare and send or deliver notices as directed by the Board and perform all secretarial duties required by the Board. Minutes of all proceedings shall be recorded in a permanent book and a signed copy of the minutes given to the City Clerk.~~

~~Approved by City Council Jan. 20, 2009~~

Article V

Standing Committees

~~Section 1. Nominating Committee: The Nominating Committee shall consist of four (4) Board members with one being the immediate past President and the remaining~~

~~Approved by City Council Jan. 20, 2009~~

~~three (3) to be appointed by the President. The Nominating Committee shall recommend a slate of officers and committee members to be presented for the Board's consideration at the beginning of the October meeting each year. Members of the Nominating Committee can be recommended to serve as officers and committee members.~~

~~Section 2. Executive Committee: The Executive Committee shall consist of the President, the Vice President, the Secretary, and one (1) member as recommended by the Nominating Committee. The Executive Committee shall transact all regular business of the Board during the period between regular monthly meetings. The Executive Committee shall annually review and evaluate public facilities operations and report to the Board. The Executive Committee shall meet when called by the President.~~

~~Section 3. Facilities Expansion, Building and Grounds Committee: The Facilities Expansion, Building and Grounds Committee shall consist of four (4) Board members appointed by the Nominating Committee. The committee shall annually review the condition of the buildings and grounds, and any needed expansion of facilities, and make appropriate recommendations to the Board.~~

~~Section 4. Policies and Procedures Committee: The Policies and Procedures Committee shall consist of the Vice President, the immediate past President if available and one (1) Board member appointed by the Nominating Committee. If the immediate past President is unavailable, the Nominating Committee will appoint two (2) Board members. The Committee shall annually review the bylaws, facilities policies, and procedures related to the operation of the Board. Any recommended bylaws, facilities policies, and procedures related to the operation of the Board. Any recommended bylaw, policy or procedural changes shall be presented to the Board for its consideration. Approved changes shall be presented to the City Council for its consideration and, if approved, filed with the City Clerk.~~

~~Section 5. Additional Standing Committees: The President shall appoint Board members to additional standing committees approved by the Board through the amendment of these bylaws.~~

Article VI

Amendment

These bylaws may be amended, altered or changed only by a majority vote of the Board, subject to final approval by the City Council. The bylaws and amendments shall be filed with the City Clerk.

——— Approved by City Council Jan. 20, 2009

Date: _____

Mayor

Civic Events Board

~~President~~Chairman

Civic Events Manager Board

Secretary

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Kimberly Holle, Budget Analyst, Sr., Budget, 325-657-4270

Meeting Date: October 17, 2017

Item type: Consent Item

Caption:

Consideration of approving a resolution updating the Budget Policy (J.Guerrero)

Summary/History:

The attached resolution reflects updates to the budget policy including title changes to correspond with existing authority levels and updates to definitions that reflect actual policies and practices.

Changes include:

Changes in title from Budget Manager to Budget Coordination

Changes in title from Chief Accountant to Accounting Manager

Changes to definitions

Financial Impact:

No impact.

Other Information/Recommendation:

Staff recommends approval of the resolution.

Attachments:

- | | | |
|----|------------|--|
| 1. | Exhibit A | FIN 10-17-17 Budget Policy.pdf |
| 2. | Resolution | Resolution adopting budget policy.docx |

Presentation:

Jaime Guerrero

Approvals/Reviews:

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

City of San Angelo

Budget Policy

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I. PURPOSE

To establish policies related to the budget for the City of San Angelo.

II. SCOPE

These policies apply to both operating and capital budgets. Capital budgets include expenditures for items such as heavy equipment and machinery.

III. OBJECTIVES

The budget policies for the City of San Angelo will guide the development of the City's budget and help manage financial pressures to address growing demands upon City resources, while preserving long-term fiscal stability.

IV. BUDGET PROCESS

The purpose of the budget process is to help decision makers make informed choices about the provision of services and capital assets and to promote stakeholder participation in the process. The following is a summary of policies that will guide the process.

- A. The City Manager and Council may set parameters, priorities, and/or goals at the beginning of each budget cycle.
- B. The Budget staff will host annual training that will guide division managers with the development of their budgets. Training will include a budget preparation calendar.
- C. Upon submission of the division's proposals, the staff budget review members convene to evaluate all budget requests to determine whether they fulfill goals and objectives, improve management effectiveness, and service delivery. The staff budget review members may include the City Manager, Assistant City Managers, Finance Director, Assistant Finance Director, Budget Coordinator, other Budget staff, and others as appointed by the City Manager.
- D. The City Manager shall submit a proposed balanced budget to City Council for approval as required by City Charter. This proposal should include:
 - 1. A summary of the major changes in priorities or service levels from the current year and the factors leading to those changes;
 - 2. The priorities and key issues for the new budget period;

3. Major financial factors and trends affecting the budget, such as economic factors, long-range outlook, significant changes in revenue collections, tax rates, or other changes, current and future debt obligations, and significant use of or increase in unreserved fund balance;
4. Financial summary data on revenues, other resources, and expenditures for at least a three-year period, including prior year actual, current year budget and/or estimated current year actual and the proposed budget.

V. BALANCED BUDGET

- A. The General Fund, which is the main operating fund of the City, is required to annually have a balanced budget. Expenditures shall be equal to or less than resources in the proposed City Manager's budget submitted for review and approval.

Resources that may be used to fund City services include beginning fund balance, operating revenues, and transfers in. These resources may be used for transfers out, operating expenditures, and capital expenditures.

- B. Council will adopt a balanced budget by ordinance in accordance with State law.
- C. Unreserved fund balance in the general fund should only be appropriated for one-time expenditures at the request of the City Manager and approval of Council.

While in any given year all or a portion of the unreserved balance in a fund may be appropriated for expenditure, the long-term goal is that operating expenditures will not exceed operating revenues on an annualized basis to ensure structural balance is maintained within each fund.

Consistent with this long-term goal, the better practice is to appropriate portions of the beginning balance only to the extent they support non-recurring expenditures, replace temporary declines in revenue, or are reasonably anticipated to be offset by increased revenue not yet officially recognized in a revenue estimate.

- D. The budget for each fund shall be balanced in that the expenditures from each fund for the fiscal year not exceed the resources available to that fund for the year, including estimated revenues and any unreserved balance in the fund at the beginning of the year. This policy safeguards against the City spending beyond its means.

VI. LONG-TERM PLANNING

It is the policy of the City to maintain a multi-year financial projection of revenues, expenditures, and reserves. The multi-year revenue and expenditures projection shall be reviewed at least semi-annually, prior to the budget process and after adoption of the budget. The multi-year financial projection will also be updated upon the approval of the capital improvement plan and should be updated based on any substantial changes in policy, legislation, or the economy. The

projection will cover a minimum of three years. The Finance Director may present the multi-year projections to the City Manager as needed.

VII. REVENUE

A. REVENUE DIVERSIFICATION

The City Manager will utilize revenue practices which prevent undue or unbalanced reliance on any one funding source. A diversified and stable revenue system will be maintained to shelter the government from short-run fluctuations in any one revenue source.

During each year of a budget process, budget staff will review the current tax exemptions and will submit recommendations to the City Manager identifying possible increases or decreases in the approved exemptions or any new exemptions being proposed. Budget staff will also identify both the short- and long-range effects on City resources available to fund existing and proposed programs. City Council will review tax exemptions only as needed during the budget process.

Based on economic conditions, budget staff will identify specific revenue sources that may be severely impacted by elasticity. Revenue sources are reviewed on a monthly basis to report any significant changes that may impact the budget and identify corrective action, if necessary, to the Finance Director. Potential new revenue sources are to be submitted when identified and evaluated.

B. RESTRICTED FUNDS

Revenue directly related to a restricted fund shall only be used for purposes legally permissible and in a fiscally responsible manner for that fund. Programs and services funded by restricted revenue will be clearly designated as such. Programs with available restricted funds shall expend restricted monies before utilizing general monies.

C. ONE-TIME REVENUES

One-time revenue sources shall be solely utilized for the purchase of one-time expenditures, such as capital items or short-term contractual obligations of duration of less than twelve months. The City will avoid using temporary revenues to fund mainstream services and ongoing programs.

D. UNPREDICTABLE REVENUE

The City shall identify major revenue sources it considers unpredictable and prescribe how these revenues may be used. It is important to consider how a significant variation in revenue receipts may affect the City's financial outlook and ability to operate programs in the current and future budget periods. The City should decide in advance on a set of proposed actions to be taken if one or more of these sources generate revenues substantially higher or lower than projected. The plans should be publicly discussed and used in budget decision making.

E. REVENUE ESTIMATES

City division managers of divisions that generate revenue are required to submit revenue estimates annually during the budget process for the next fiscal year with supporting documentation identifying the methodology utilized in preparing revenue estimates. Budget staff will review the estimates and include them in the budget proposal.

Revenues should be estimated using a realistic approach to avoid any budget shortfalls during the fiscal year. There should be a consensus by the division, Budget staff, and management on the estimate prior to inclusion in the proposed budget submitted to Council for adoption.

F. SETTING CHARGES AND FEES

1. Division managers together with Budget staff will review at least annually any fees associated with their division and make changes based on factors such as the impact of inflation, indirect cost adjustments, and any other related expenses that impact the cost of providing services to the public. Proposed changes must be submitted during the annual fee review process with full disclosure on proposed changes.
2. New fees, if approved, are to be included in the proposed budget.
3. The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.
4. A unified approach should be used in determining cost recovery levels for various programs based on the factors discussed below.

Cost recovery goals should be based on the total cost of delivering the service including direct costs, departmental administration costs, and organization-wide support costs such as accounting, human resources, information technology, vehicle maintenance, and insurance.

Revenues should not exceed the reasonable cost of providing the service.

In setting user fees and cost recovery levels, the following factors will be considered:

- a. The level of user fee cost recovery should consider the community-wide versus special service nature of the program or activity. The use of general purpose revenues is appropriate for community-wide services, while user fees are appropriate for services that are of special benefit to easily identified individuals or groups.
- b. After considering community-wide versus special benefit of the service, the concept of service recipient versus service driver should also be considered. For example, it could be argued that the applicant is not the beneficiary of the City's development review efforts – the community is the primary beneficiary. However, the applicant is the driver of development review costs, and as such, cost recovery from the applicant is appropriate.

- c. The level of cost recovery and related pricing of services should consider the impact on the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of ensuring that the City is providing services for which there is genuinely a market that is not overly-stimulated by artificially low prices. Conversely, high levels of cost recovery will negatively impact the delivery of services to lower income groups. This negative impact is especially pronounced, and works against public policy, if the services are specifically targeted to low income groups.
- d. Although it may be determined that a high level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify and charge the user. Accordingly, the feasibility of assessing and collecting charges should also be considered in developing user fees, especially if significant program costs are intended to be financed from that source.
- e. Very low cost recovery levels are appropriate under the following circumstances:
 - i. There is no intended relationship between the amount paid and the benefit received. Almost all “social service” programs fall into this category as it is expected that one group will subsidize another;
 - ii. Collecting fees is not cost-effective or will significantly impact the efficient delivery of the service;
 - iii. There is no intent to limit the use of (or privilege of) the service. Again, most “social service” programs fit into this category as well as many public safety emergency response services (police and fire). Access to neighborhood and community parks would also fit into this category;
 - iv. The service is non-recurring, generally delivered on a “peak demand” or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. Many public safety services also fall into this category;
 - v. Collecting fees would discourage compliance with regulatory requirements and adherence is primarily self-identified and as such, failure to comply would not be readily detected by the City. Many small-scale licenses and permits might fall into this category.
- f. The use of service charges as a major source of funding service levels is particularly appropriate under certain circumstances. The following factors favor high cost recovery levels:
 - i. The service is similar to services provided through the private sector;

- ii. Other private or public sector alternatives could or do exist for the delivery of the service;
 - iii. For equity or demand management purposes, it is intended that there be a direct relationship between the amount paid and the level and cost of the service received, such as development fees;
 - iv. The use of the service is specifically discouraged, such as police responses to false alarms;
- g. Based on the criteria discussed above, the following types of services should have very low cost recovery goals. In selected circumstances, there may be specific activities within the broad scope of services provided that should have user charges associated with them. However, the primary source of funding for the operation as a whole should be general purpose revenues, not user fees.
 - i. Delivering public safety emergency response services such as police patrol services and fire suppression.
 - ii. Maintaining and developing public facilities that are provided on a uniform, community-wide basis such as streets, parks, and general purpose buildings.
 - iii. Providing social service programs and economic development activities.

The following chart is intended to outline current user fees and estimate what level of cost recovery is recommended for each. Each fee should be categorized as either (1) full cost recovery, or 100%; (2) high cost recovery, or approximately 75%, (3) mid-level cost recovery, or approximately 50%; or (4) other cost recovery.

Schedule of Cost Recovery by Fee Type

Recommended practices to recover 'x' percent of cost to provide service:

100%	75%	50%	Other
Utilities including: Water Wastewater Stormwater Solid Waste Engineering Planning Real Estate HOME - Rent Fire - Hazards Fire - Ambulance Public Information Requests Airport Rentals State Office Buildings Fort Concho Punitive Charges (Legal language review) Nursing Signal Control Internal Services: Vehicle Maintenance Communication Expenses Insurance (health, liability, etc)	Permits & Inspections GIS City Attorney Fire - Prevention Recreation - Adult Environmental Health Police - Permits Police - Records Other Permits	Youth/Sr. Code Compliance City Clerk Recreation - Youth Recreation - Seniors Recreation - General Animal Services	CDBG Parks Municipal Court Purchasing

5. In setting user fees, the City will consider adopting fees comparable to those charged by other organizations in accordance with the following criteria:
 - a. Surveying the comparability of the City's fees to other communities provides useful background information in setting fees for several reasons.
 - i. They reflect the "market" for these fees and can assist in assessing the reasonableness of the City of San Angelo's fees.
 - ii. If prudently analyzed, they can serve as a benchmark for how cost-effectively the City of San Angelo provides its services.
 - b. However, fee surveys should never be the sole or primary criteria in setting fees as there are many factors that affect how and why other communities have set their fees at their levels. For example:
 - i. What level of cost recovery is their fee intended to achieve compared with our cost recovery objectives?
 - ii. What costs have been considered in computing the fees?
 - iii. When was the last time that their fees were comprehensively evaluated?
 - iv. What level of service do they provide compared with our service or performance standards?

- v. Is their rate structure significantly different from ours, and what is it intended to achieve?

These can be very difficult questions to address in fairly evaluating fees among different communities. As such, the comparability of our fees to other communities should be one factor among many that is considered in setting City fees.

- 6. Enterprise Funds shall be self-supporting so that the relationship between costs and revenues is clearly identified.
 - a. The City sets fees and rates for Water, Wastewater, Solid Waste, and Stormwater at levels which fully cover the total direct and indirect costs including operations, capital outlay, and debt service.
 - b. In accordance with long-standing practices, the City will treat the water, wastewater, and solid waste funds in the same manner as if they were privately owned and operated. In addition to setting rates at levels necessary to fully cover the cost of providing water, wastewater, and solid waste service, this means assessing reasonable franchise fees.

The appropriateness of charging the water, wastewater, and solid waste funds a reasonable franchise fee for the use of City streets is further supported by the results of recent studies in Arizona, California, Ohio, and Vermont which concluded that the leading cause for street resurfacing and reconstruction is street cuts and trenching for utilities.
 - c. The City will review and adjust enterprise fees and rate structures as required to ensure that they remain appropriate and equitable.
- 7. Rate structures should be sensitive to the “market” for similar services as well as to smaller, infrequent users of the service. Where appropriate, a cost index may be attached to a fee so the City can recoup costs during extraordinary market highs and the customers can realize savings when prices shift downward.

G. COLLECTION

The Budget staff monitors revenue collection throughout the fiscal year. When revenue is less than estimated, management is notified of the expected impact on the current fiscal year budget and provides recommended corrective action. The City Manager initiates action consistent with prudent financial management and notifies Council of such action.

H. INDIRECT COSTS

Indirect costs should be recovered from other funds. This is done in accordance with the Office of Management and Budget 2 CFR Part 200 circular compliant indirect cost recovery plan.

VIII. EXPENDITURE

A. EXPENDITURE ESTIMATES

Expenditures shall be sufficient to provide quality services at a reasonable cost and within available financial resources. All new requests for program funding must be submitted during the budget process as a target increase request and include concise statements of the program's mission, objectives, and intended measurable outcomes.

B. PERSONNEL

Salaries and benefits such as health insurance, workers' compensation, and retirement will be calculated by Budget staff. Increases to the personnel budget must be submitted during the budget process and be fully justified to show that they will either meet new program purposes or maintain or enhance service delivery. The Human Resources division will analyze requested positions for appropriateness and recommend approval or denial.

C. BUDGET REDUCTIONS

In developing recommendations that may require operational reductions, division managers should ensure that administrative and non-essential areas have been reduced to the maximum extent possible. In general, any service reduction should include reductions in administrative functions such as management/supervisory, payroll, or other support staff.

All reductions should include an overall review of management structure to ensure efficiency and economy of resources. Further reductions should focus on positions most recently added and/or programs most recently augmented or identified as non-core function.

The focus should be on programs which are discretionary or where the service level is discretionary, and are not mandated by charter or other law or does not address one of Council's vision items.

D. CAPITAL IMPROVEMENT PLAN

The City Manager shall prepare and submit to the City Council a multi-year capital improvement plan no later than five months before the final date for submission of the budget. The capital improvement plan shall comply with policies and procedures as set forth in the city charter.

IX. CONTINGENCY PLANNING

- A. The City Manager may establish a plan including definitions, policies, and procedures to address financial conditions which could result in a net shortfall of resources as compared to requirements. The plan is divided into three components – indicators, phases, and actions.
 - 1. Indicators serve as warnings that potential budget impacts are increasing in probability. The City will monitor key revenue sources such as sales tax, property tax, and building activity as well as inflation factors and national and state trends. A set of standard indicators will be developed.

2. Phases serve to classify and communicate the severity of the situation as well as identify the actions to be taken. Listed from least severe to most severe, the phases are: alert, minor, moderate, major, and crisis.
 3. Actions are the preplanned steps to be taken in order to prudently address and counteract the anticipated shortfall.
- B. Below is a summary of the phase classifications and the corresponding actions which may be taken.
1. ALERT – an anticipated net reduction in available reserves or reduction in major revenue source(s) from 1% to 9%.
 - Delay expenditures where reasonably possible while maintaining the same level of service. Each division is responsible for monitoring its budget to ensure that only essential expenditures are made.
 - Transfer capital funds allocated for future projects to the affected fund.
 2. MINOR – a reduction in reserves from 10% to 23%. The objective at this level is still to maintain the same level of service where possible. Implement the actions listed for ALERT plus:
 - Intensify the review process for large expenditures such as contract services, consulting services, and capital expenditures including capital improvements;
 - Closely scrutinize hiring for vacant positions, delay the recruitment process, and use temporary help where possible.
 3. MODERATE – a reduction in reserves from 24% to 50% which necessitates cuts of service levels by:
 - Requiring greater justification for large expenditures;
 - Deferring capital expenditures;
 - Reducing capital improvement appropriations;
 - Filling vacant positions only with special justification and authorization;
 - Restricting use of overtime;
 - Closely monitoring and reducing travel and training.
 4. MAJOR – a reduction in reserves of 51 to 99% which requires major service cuts:

- Institute a hiring freeze;
 - Reduce the temporary work force;
 - Defer salary increases;
 - Further reduce capital expenditures;
 - Prepare a strategy for reduction in force.
5. CRISIS – reserves have been 100% depleted and the potential for having a deficit is present. Implement all actions listed above plus:
- Execute reduction in force and/or other personnel cost-reduction strategies;
 - Eliminate programs;
 - Eliminate capital expenditures including capital improvements.
- C. The recession plan and classification of the severity of the economic downturn may be used in conjunction with the City's fund balance policy which addresses the importance of maintaining reserves to address economic uncertainties. As any recessionary impact reduces the City's fund balance, corrective action may be implemented to increase the fund balance proportionately.

X. FUND BALANCE

The objective of this policy is to establish target fund balance levels.

This policy sets the City's goal for fund balance amounts. It is not designed to limit Council's authority. The City Council shall retain the authority to commit any amount of fund balances for services or purchases as it deems appropriate.

- A. All operating funds shall have a goal of 75 days of the current year's original budget.
- B. Capital, capital projects, and grant funds shall have a goal of zero.
 - 1. Capital and capital project funds exist to track moneys spent on capital items. They normally have no operating purpose and therefore have no regular need for fund balances. However, when planning projects long-term, variances in fund balance should be considered when establishing tax rates and usage fees to adequately fund projects over time.

2. Grant funds exist to track revenues and expenditures of moneys that are restricted for a particular use. Additionally, reimbursement type grant funds that do not have program income would be unable to accumulate a fund balance.
- C. Insurance funds shall have a fund balance goal at an adequate level to provide reasonable protection against exposure to claims. The goal will be established annually corresponding to the actuary report for a particular fund.

All fund balances for the purposes of this policy will be defined as liquid, unreserved fund balance. The method to calculate such fund balance will be determined by the Finance Director.

After completion of the annual audit, the Finance Director may present to the City Manager an analysis of fund balances if warranted. If a surplus or shortfall is identified in any fund, staff will prepare a plan for appropriate action to reduce or increase the relevant fund balance. After the plan is presented to the City Manager and direction is given by the City Manager, the Finance Director may execute the approved plan.

XI. BUDGET ADOPTION

As a home rule municipality, the budget shall be adopted by ordinance in accordance with state statute, city charter, and all other governing documents.

XII. BUDGET CONTROLS

The division manager is ultimately responsible for making sure his/her division does not exceed budgeted expenditures. The division manager should work with supervisors and budget staff to address unplanned events.

XIII. AMENDMENTS TO THE BUDGET

Budget staff annually provides the Council, City Manager, department directors, and division managers with adequate background so that division managers may prepare a budget that maintains its current performance level.

- A. Division managers are allowed to request amendments to the budget to improve efficiency and productivity or due to unforeseen circumstances.
- B. A budget amendment must be approved prior to the occurrence of the expenditure except for emergency expenditures when approved by the City Manager or his/her designee.
- C. Budget amendment requests shall include an explanation from the division, approval by the Finance Director or his/her designee and a recommendation from the Budget Coordinator. The explanation must be clear and provide sufficient detail. Certain approval authority is assigned in the annual budget ordinance. In general, the following amendments require Council approval:
 - 1. An increase to the revenue budget;
 - 2. An increase to the expense budget;
 - 3. A decrease to the revenue budget without an equal decrease to the expense budget;
 - 4. A movement between funds.
- D. In general, the following amendments may be approved City Manager or his/her designee:
 - 1. Any change to the personnel budget;
 - 2. An increase or decrease to the utility (electricity, natural gas, water, wastewater, stormwater, gasoline) budgets;
 - 3. A movement between divisions;
 - 4. Decrease to revenues and expenditures in the same amount.
- E. In general, the following amendments may be approved by the Finance Director or his/her designee:

1. An amendment within a division;
2. An amendment among like divisions.

XIV. PERFORMANCE MEASURES

Division managers will include performance measures for each major function within the division. Performance measures quantitatively tell us something important about our products, services, and the processes that produce them.

Performance measures are used to indicate whether and to what extent departments are accomplishing a mission and are tools for management to measure the effectiveness of services in order to make strategic decisions.

Performance measures are maintained for critical services over a period of time in order to establish a service standard, to show historical deviation, and for use as a benchmark of City services against those of other government entities. Performance measures must be updated annually at a minimum.

XV. COSTING GOVERNMENT SERVICES

The Budget staff will maintain a program to calculate the full cost of the different services the City provides. The full cost of a service encompasses all direct and indirect costs related to that service.

XVI. DISTINGUISHED BUDGET PRESENTATION

The City will seek to comply with suggested criteria of the Government Finance Officer's Association in producing a budget document that meets the Distinguished Budget Presentation criteria as a policy document, an operating guide, a financial plan, and a communication device.

**A RESOLUTION OF THE CITY OF SAN ANGELO CITY COUNCIL
APPROVING ADOPTION OF AN AMENDED SAN ANGELO BUDGET
POLICY.**

WHEREAS, the City of San Angelo has adopted a budget policy that guides the development of the City's budget and helps manage the financial pressures to address growing demands upon City resources, while preserving long-term fiscal stability; and

WHEREAS, the Finance Department has undergone recent operational changes and positions due to reorganization of the department; and

WHEREAS, these recent changes require modifications to the adopted Budget Policy.

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

That, the City of San Angelo Budget Policy as amended and attached hereto as Exhibit "A", is hereby adopted, effective immediately.

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

CITY OF SAN ANGELO, TEXAS

Brenda Gunter, Mayor

ATTEST:

Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Lance Overstreet, Assistant City Engineer, Engineering Services, 325-657-4201

Meeting Date: October 17, 2017

Item type: Consent Item

Caption:

Consider authorizing the City Manager to increase the award amount of RFCSP ES-08-17, 2017 Annual Sealcoat Project, to Ronald R. Wagner & Co., LP in an amount of \$49,000 above the previously approved "not to exceed" sum of \$2,440,000 - (Presentation by Assistant City Engineer Lance Overstreet)

Summary/History:

Because of ambient temperatures, condition of streets and tree canopy shading it was necessary to apply a heavier amount of oil than what was used to generate the quantity estimates. The way the contract was originally worded and approved by council "as not to exceed" requires Engineering/Operations to go back to council to approve some additional funds based on the above conditions.

Sealcoat services are performed on an annual basis as a preventative maintenance procedure for city streets. Sealcoat is one component of a comprehensive street maintenance plan that provides the sealing of cracks and fissures in the pavement to alleviate water penetration and eventual failure of the base material through the application of a thin layer of liquid asphalt overlaid with a layer of coated rock.

City Council priorities set in 2014 established a comprehensive street maintenance schedule that meets an eight-year rotation as its Number Two priority. The 2017 sealcoat service will be another step toward this goal.

Ronald R. Wagner & Co., L.P. was contracted in 2010, 2015 and 2016 to perform sealcoat services for the City of San Angelo, and performed the requested services to specification with no quality or warranty issues.

Financial Impact:

Fiscal Year 2017 sealcoat services under the operations budget in the amount of \$2,440,000.

Other Information/Recommendation:

Staff recommends authorizing City Staff to negotiate and execute a contract with Ronald R. Wagner & Co., L.P. to provide sealcoat services.

Attachments:

- | | |
|--------------------|----------------------------|
| 1. Wagner Proposal | ES-08-17 Ronald Wagner.pdf |
|--------------------|----------------------------|

Presentation:

Approvals/Reviews:

Lance Overstreet
Russell Pehl
Shane Kelton
Theresa James
Julia Antilley
Tina Dierschke
Theresa James
Becky Dunn
Bryan Kendrick

[illegible]



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

Price Proposal

Ronald R Wagner & Co., LP
Company Name

RFCSP: ES-08-17/2017 Annual Sealcoat Project

Pursuant to the Foregoing Notice to Respondents, the undersigned respondent hereby proposes to do all work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and whatever else may be necessary to complete all work upon which he Proposals, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute an agreement and bonds according to the accompanying forms, for performing and completing the said work within the time stated, and furnishing all required guarantees, for the following prices to-wit:

BASE BID

No	Item Description	Units	Est Qty	Unit Price	Extended
1	316 2125 AGGR (TY-PB GR-4 SAC-A) or SAC-B (circle one)	CY	7,832	79.10	\$619,511.20
2	316 6017 ASPH (AC-20-5TR)	GAL	310,145	3.02	\$936,637.90
3	662 2113 WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1,000	NA	NA
4	662 2114 WK ZN PAV MRK SHT TERM (TAB) TY Y	EA	1,500	NA	NA
5	666 2002 REFL PAV MRK TY I (W) 4" (BRK) (120MIL)	LF	5,710	.50	\$2,855.00
6	666 2035 REFL PAV MRK TY I (W) 8" (SLD) (120MIL)	LF	850	1.00	\$850.00
7	666 2096 REFL PAV MRK TY I (W) (WORD 'ONLY') (120MIL)	EA	1	400.00	\$400.00
8	666 2104 REFL PAV MRK TY I (Y) 4" (BRK) (120MIL)	LF	2,335	.50	\$1,167.50
9	666 2110 REFL PAV MRK TY I (Y) 4" (SLD) (120MIL)	LF	20,235	.50	\$10,117.50
10	666 6042 REFL PAV MRK TY I (W) 12" (SLD) (120MIL)	LF	895	5.00	\$4,475.00
11	666 6045 REFL PAV MRK TY I (W) 18" (SLD) (120MIL)	LF	440	7.00	\$3,080.00
12	666 6048 REFL PAV MRK TY I (W) 24" (SLD) (120MIL)	LF	500	10.00	\$5,000.00
13	666 6054 REFL PAV MRK TY I (W) (ARROW) (120MIL)	EA	13	400.00	\$5,200.00
14	666 6057 REFL PAV MRK TY I (W) (DBL ARROW) (120MIL)	EA	2	500.00	\$1,000.00
15	672 2012 REFL PAV MRKR TY I-C	EA	300	3.00	\$900.00
16	672 2015 REFL PAV MRKR TY II-A-A	EA	550	3.00	\$1,650.00
17	500 2001 Mobilization	LS	1	320,000.00	\$320,000.00
18	502 2001 Barricades, Signs And Traffic Handling	MO	3	.01	\$.03
19	Towing of Vehicles	EA	1	250.00	\$250.00
20	Contingency				75,000
Total					\$1,988,094.13

In the case of a pricing discrepancy, the Unit Price will prevail.

BASE BID

Street Sealcoating and Pavement Markings

One million nine hundred eighty eight thousand ninety four Dollars and thirteen Cents

TOTAL BASE PRICE \$ 1,988,094.13



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

Alternate 1

No	Item Description	Units	Est Qty	Unit Price	Extended
1	316 2125 AGGR TY-PB GR-4 SAC-A or SAC-B (circle one)	CY	725	79.10	\$57,347.50
2	316 6017 ASPH (AC-20-5TR)	GAL	28,679	3.02	\$86,610.58
Total					\$143,958.08

ALTERNATE 1

Street Sealcoating

One hundred forty three thousand nine hundred fifty eight _____ Dollars and _____ eight _____ Cents

TOTAL BASE PRICE \$ 143,958.08

Alternate 2

No	Item Description	Units	Est Qty	Unit Price	Extended
1	316 2125 AGGR TY-PB GR-4 SAC-A or SAC-B (circle one)	CY	1,234	79.10	\$97,609.40
2	316 6017 ASPH (AC-20-5TR)	GAL	48,851	3.02	\$147,530.02
3	666 2002 REFL PAV MRK TY I (W) 4" (BRK) (120MIL)	LF	490	. 50	\$245.00
4	666 6042 REFL PAV MRK TY I (W) 12" (SLD) (120MIL)	LF	96	5.00	\$480.00
5	672 2015 REFL PAV MRKR TY II-A-A	EA	50	3.00	\$150.00
Total					\$246,014.42

ALTERNATE 2

Street Sealcoating

Two hundred forty six thousand fourteen _____ Dollars and _____ forty two _____ Cents

TOTAL BASE PRICE \$ 246,014.42

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Unit quantities may be adjusted to determine final contract amount. Funding availability may also determine final contract amount.

Work zone temporary flexible, reflective roadway marker tabs (Tabs) will be subsidiary to the total bid amount.

A Performance Bond and Payment Bond will be required based on the Total Base Bid. If Alternate Bids are awarded, bonds will be required based on those amounts too.

Liquidated Damages

Timely completion of this project is necessary to prevent delays in street reconstruction project(s) and to minimize project impact to the public.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Ronald R. Wagner & Co., L.P.
P. O. Box 354, Kendalia, TX 78027

as Principal, hereinafter called the Principal, and International Fidelity Insurance Company
10077 Grogans Mill Road, Suite 260, The Woodlands, TX 77380

a corporation duly organized under the laws of the State of New Jersey

as Surety, hereinafter called the Surety, are held and firmly bound unto City of San Angelo

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2017 Annual Sealcoat Project, Project No. RFCSP No: ES-08-17

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 27th day of June, 2017

Ronald R. Wagner & Co., L.P.

(Principal)

(Seal)

By:

(Title)

(Witness)

Michele Bonnin

(Witness)



International Fidelity Insurance Company

(Surety)

(Seal)

By:

Attorney-in-Fact

Jillian McKenzie

(Title)

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

Bond # Bid Bond

Principal Ronald R. Wagner & Co., L.P.

Obligee City of San Angelo

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

Jillian McKenzie

their true and lawful attorney-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 27th day of June, 2017.



STATE OF NEW JERSEY
County of Essex

Robert W. Minster

Chief Executive Officer (International Fidelity Insurance Company) and
President (Allegheny Casualty Company)



On this 27th day of June, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of June, 2017.

Maria H. Branco, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-333-4167

You may also write to International Fidelity Insurance Company at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de International Fidelity Insurance Company's para informacion o para someter una queja al:

1-800-333-4167

Usted tambien puede escribir a International Fidelity Insurance Company:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



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

Contact Information Form

Firm Name: Ronald R Wagner & Co., LP

Mailing Address: PO Box 354

City, State Zip Code: Kendalia, TX 78027

Print Name: Stacy Fallis Date: 6/21/2017

Tax ID (attach IRS W-9): 74-2604861

Telephone: 830-336-2810 FAX: 830-336-2820

Email: aaprrw@gvtc.com

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ronald R. Wagner & Co., LP	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) PO Box 354	Requester's name and address (optional)
6 City, state, and ZIP code Kendalia, TX 78027	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

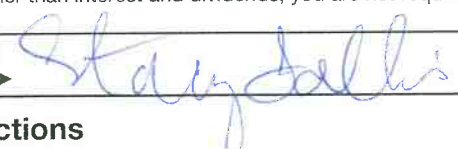
Social security number										
				-				-		
or										
Employer identification number										
7	4		-	2	6	0	4	8	6	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ 

Date ▶ 6-15-17

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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



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

Addendum Acknowledgement

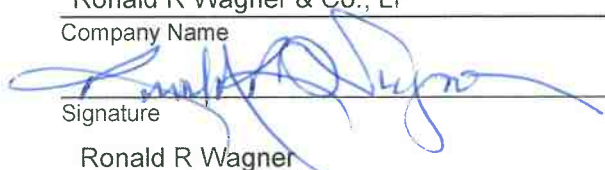
Receipt is hereby acknowledged of the following addenda to the published documents.

Addendum No. 1 dated	<u>1</u>	Received	<u>6-20-2017</u>
Addendum No. 2 dated	<u> </u>	Received	<u> </u>
Addendum No. 3 dated	<u> </u>	Received	<u> </u>

Please Print

Ronald R Wagner & Co., LP

Company Name



Signature

Ronald R Wagner

Printed Name

General Partner

Title

PO Box 354

Address

Kendalia, TX 78027

City, State Zip Code



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

Disclosure of Certain Relationships

NOTICE TO VENDORS

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

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

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

Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO **As defined by Chapter 176 of the Texas Local Government Code** **(Revised 05/16/17)**

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

City of San Angelo City Council:

Mayor: Brenda Gunter, Mayor
Councilmembers: Tommy Hiebert, SMD 1
Tom Thompson, SMD 2
Harry Thomas, SMD 3
Lucy Gonzales, SMD 4
Lane Carter, SMD5
Charlotte Farmer, SMD 6 (Mayor Pro Tem)
City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

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

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.



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

Debarment and Suspension Certification

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

Business Name _____

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative



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PURCHASING DIVISION
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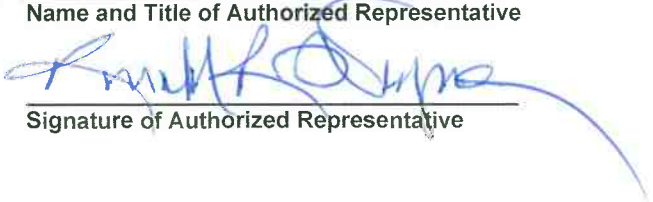
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Business Name Ronald R Wagner & Co., LP

6/09/17
Date

By: Ronald R Wagner, General Partner
Name and Title of Authorized Representative


Signature of Authorized Representative

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-221496

Date Filed:
06/09/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ronald R Wagner & Co., LP
Kendalia, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Angelo, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFCSP No: ES-08-17
2017 Annual Sealcoat Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Ronald R Wagner
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Ronald Wagner, this the 15 day of June, 2017, to certify which, witness my hand and seal of office.

Stacy Fallis
Signature of officer administering oath

Stacy Fallis
Printed name of officer administering oath

Manager
Title of officer administering oath



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Debarment and Suspension Certification

INSTRUCTIONS

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



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Vendor Compliance with Reciprocity on Non-Resident Bidders

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a respondent whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident respondents to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident Bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident Bidders in _____ (give state), our principal place of business, are not required to underbid resident bidders.

- B. Our principal place of business or corporate offices are in the State of Texas: _____.

RESPONDENT:

(Please print)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code



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- A. Non-resident Bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident Bidders in _____ (give state), our principal place of business, are not required to underbid resident bidders.

- B. Our principal place of business or corporate offices are in the State of Texas: ☒ _____

RESPONDENT:

(Please print)

Ronald R Wagner & Co., LP

Company Name

Signature

Ronald R Wagner

Printed Name

General Partner

Title

PO Box 354

Address

Kendalia, TX 78027

City, State Zip Code



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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City References

Ronald R Wagner & Co., LP

Company Name

List five (5) similar projects that your company has completed for the City of San Angelo. All references shall be for work completed in the last five (5) years.

Reference One

Project Name: SEE ATTACHED
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Two

Project Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____

Reference Three

Project Name: _____
Location: _____
Contact Person and Title: _____
Telephone Number: _____
Scope of Work: _____
Contract Period: _____



CITY OF SAN ANGELO
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Local Area References

Ronald R Wagner & Co., LP

Company Name

List five (5) similar projects that your company has completed **within 150 miles of the City** (but not in the **City of San Angelo**). References should be of similar size and scope of work to this proposal. All references shall be for work completed in the last five (5) years.

Reference One

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Two

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Reference Three

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____



RONALD R. WAGNER & CO., LP

2443 HWY. 473 / P.O. BOX 354
KENDALIA, TEXAS 78027

aaprrw@gvtc.com

(830) 336-2810 OFFICE (830) 336-2820 FAX

Ronald R. Wagner & Co., LP is a limited partnership company owned 100% by Ronald R. Wagner. The limited partnership was formed in 2002 but was previously a Texas corporation formed in 1991. Ronald R. Wagner & Co., LP currently employs around 90 employees and has an annual sales volume of 50 million.

Ronald R. Wagner & Co., LP performs such work as seal coat paving, site work preparation, parking lot construction and various other related jobs.

Major equipment that is available for this contract would include asphalt distributors, chip spreaders, wheel loaders, motor graders, dump trucks, flat wheel and pneumatic rollers, skid loaders and any other necessary equipment needed to complete this project.

Our bonding agent is Technical Assurance located in Houston, Texas and our banking institution is the International Bank of Commerce located in San Antonio, Texas.

We are the general contractor on all of our projects. Projects that include any pavement stripping would be sub-contracted.

The superintendent for this project will be Clay Wagner. Mr. Wagner has many years of experience in the construction industry and will be available to you to answer any questions or concerns relating to this project. For payroll and other forms and office issues you may contact Stacy Fallis at the office number. I myself can be reached either at the office or on the job site.

The company is currently not for sale or involved in any transaction to expand or to become acquired by another business entity. The Company has no pending litigation or claims filed against it that would affect our performance. The company is currently not in default on any loan agreements or financing agreements with any bank, financial institution or other entity. No relationship exists whether by relative, business associate, capital funding agreement or any other such kinship between the company and any City employee.

Current bonded projects on hand for 2017 include:

WEBB
MAVERICK
DUVAL
LIVE OAK
KARNES
MONTAGUE
BAILEY
CRANE
Howard
Odessa
PHSC Seal Coat

Completed projects for 2016 include:

Lamb	TXDOT	\$	15,470,250.46
Wilbarger	TXDOT	\$	6,799,282.27
Kendall	TXDOT	\$	6,910,844.46
Jim Wells	TXDOT	\$	3,670,300.27
Irion	TXDOT	\$	1,354,977.37
Val Verde	TXDOT	\$	1,285,485.44
La Salle	TXDOT	\$	2,781,568.60
Midland	TXDOT	\$	2,667,336.03
Webb	TXDOT	\$	1,033,896.91
Val Verde	TXDOT	\$	3,465,127.64
Howard Co.		\$	1,188,217.20

Completed projects for 2015 include:

Baylor	TXDOT	\$	6,495,189.00
Live Oak	TXDOT	\$	11,208,531.00
Bexar	TXDOT	\$	4,909,119.80
Lamb	TXDOT	\$	11,977,295.20
Karnes	TXDOT	\$	5,145,520.79
Val Verde	TXDOT	\$	4,436,834.19
City of Odessa		\$	965,582.03
City of San Angelo		\$	3,166,172.00
PHSC		\$	2,524,201.00

Projects of similar work are as follows:

City of San Angelo	Clinton Bailey	325-657-4241
City of Odessa	Ajay Shakyaver	432-335-3242
Kendall County	Kendall County	830-995-2995

We look forward to working with you,

Thank you,

Ronald R. Wagner



CITY OF SAN ANGELO
PURCHASING DIVISION
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List of Proposed Subcontractors and Suppliers

List any subcontractors and suppliers you intend to use on this project and the categories of work they will perform. **Respondents are strongly encouraged to explore utilizing area subcontractors and suppliers.** Make as many copies of this form as necessary to cover all categories of work.

Category of Work: GENERAL CONTRACTOR % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: Pavement Markings % of Proposed Contract Amount: 10

Business Name: Vizcaino

Contact Name: Juan Vizcaino

Telephone: 432-332-8433

Address, City, State, Zip: 2210 W 16th Odessa, TX 79763

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____

Category of Work: _____ % of Proposed Contract Amount: _____

Business Name: _____

Contact Name: _____

Telephone: _____

Address, City, State, Zip: _____



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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

6/21/17
Date

CONTRACT FOR 2017 SEALCOATING PROGRAM BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS AND

RFCSP No. ES-08-17

This contract for 2016 Sealcoating Program ("Contract") is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation ("City") and _____, a Texas _____ ("Contractor"), effective as of the _____ day of _____, 2017

RECITALS:

A. City has issued a Request for Competitive Sealed Proposals, RFCSP No. ES-08-17, for construction of a sealcoat surface treatment composed of an application of asphaltic material and aggregate constructed on existing pavement surfaces within the City of San Angelo city limits as specified in the RFCSP No. ES-08-17 and contract documents ("Work").

B. Contractor's proposal in response to the RFCSP No. ES-08-17, has been selected as the most qualified proposal for the provision of the Work.

C. On _____, 2017, the City Council of City of San Angelo, approved the selection of Contractor and authorized the City Manager to execute a contract, under the terms and conditions set forth herein.

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

TERMS:

1. **RECITALS AND INCORPORATIONS:** The recitals are true and correct and are hereby incorporated into and made a part of this Contract.

2. **STATEMENT OF WORK:**

A. (1) Contractor shall be responsible for completing Work described in RFCSP No. ES-08-17, Sealcoat Program for the construction of a sealcoat surface treatment composed of an application of asphaltic material & aggregate constructed on existing pavement surfaces within the City of San Angelo city limits. The estimated sealcoating for this project is approximately 861,419 square yards



in the base bid. Alternate #1 consists of sealcoating an estimated 79,663 square yards. Alternative #2 consists of sealcoating an estimated 135,696 square yards. Maps for the base bid and two alternates are included in this bid packet (hereinafter together referred to as the "Work").

(2) The project will also include, but is not limited to: thermo-plastic pavement markings and raised pavement markings. This project is to be completed after the finalized 1 month sweeping of the sealcoat application throughout San Angelo, Texas. All items within this contract shall be in accordance with the 2014 Texas Standard Specifications Manual. The intent of the project is to clearly mark designated roadways throughout San Angelo with pavement markings, adding safety and consistency for all users. Pavement markings in this contract are quantified to replace existing markings that were obliterated by the sealcoat application. These design items shall include but are not limited to:

- 1.) TY I REFLECTIVE PAVEMENT MARKERS
- 2.) PAVEMENT SEALER
- 3.) TY II REFLECTIVE PAVEMENT MARKERS

B. Contractor shall provide all labor for preparing the worksite and furnish all material, accessories, labor, and equipment necessary for completing the construction, replacement and installation; and all other Work specified in the technical specification documents and drawings included with the Contract Documents incorporated herein by reference in Section 7. of this Contract and in accordance with the terms and conditions set forth herein and within those Contract Documents.

3. TIME OF PERFORMANCE: Contractor agrees to substantially complete Work within ninety (90) consecutive calendar days ("Contract Time") after the date Work commences as established by the Notice to Proceed. Upon Contractor's receipt of the Notice to Proceed from City, Contractor will commence and complete Work in accordance with specifications as set out in Contract Documents. Contractor further agrees that approval for beginning Work on the project will not be given and that Work will not start until all required bonds and insurance certificates specified in the bid documents have been received and approved by City. Contractor agrees that any extension of the Contract Time agreed to shall not be effective or of any force or effect until and unless in writing, signed by the City Engineer.

4. LIQUIDATED DAMAGES: City and Contractor recognize that the time of performance is of the essence in this Contract and that City will suffer financial loss if Work is not substantially complete within the time specified in Section 3. above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if Work is not substantially complete on time. Accordingly, instead of requiring such proof, City and Contractor agree that a reasonable estimate of liquidated damages for any delay (but not as a penalty) is, and that Contractor shall pay City as liquidated damages, the sum of EIGHT HUNDRED FIFTEEN AND NO/100 DOLLARS, (\$815.05) for each calendar day that expires after the time specified in Section 3., or extension thereof as provided in Section 3., until Work is substantially complete.

5. CONTRACT PRICE: City shall pay to Contractor for performance of Work embraced in this Contract, and Contractor shall accept as full compensation therefore, the bid base price of (\$ _____); and as applicable (a) Alternate 1 Bid, _____ (\$ _____); and (b) Alternate 2 Bid, _____ (\$ _____), subject to adjustment only as provided by approved change order, for all Work covered by and included in the contract award; payment thereof to be made in current funds in the



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Draft Contract

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_____ 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

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BY AND BETWEEN THE CITY OF SAN ANGELO, TEXAS
AND**

RFCSP No. ES-08-17

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manner provided in Section 6. Payment Procedure.

6. **PAYMENT PROCEDURE:** Contractor shall submit Applications for Payment in accordance with the Owner's Construction General Conditions as shown in Contract Documents and City shall process the Applications for Payment in accordance with the Owner's Construction General Conditions, and Chapter 2251 of the Texas Government Code except that progress payments and the final payment under this Contract shall be made as set forth below:

A. Progress Payments. City shall make progress payments of the Contract Price on the basis of Contractor's Application for Payment on or about the thirtieth (30th) day after submittal of the Application for Payment each month as provided below. All progress payments shall be based upon the progress of Work measured as provided for in the Owner's Construction General Conditions. Contractor shall subdivide Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Partial payment retainage shall not exceed five percent (5%) of the total price. Upon approval of the value by City, it shall be incorporated into the form of a Partial Payment Estimate furnished by Contractor.

B. Final Payment. Upon completion and acceptance of Work by City in accordance with the Owner's Construction General Conditions, City shall pay the remainder of the Contract Price.

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

- Request for Competitive Sealed Proposal No. ES-08-17, "2017 Street Sealcoating Program", and "2017 Sealcoat Plans" and Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, Adopted November 1, 2014, collectively **Exhibit "A"**, attached hereto and made a part hereof.
- All of the documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP No. ES-08-17, and as of the time this Contract is entered into by Contractor and City.
- City of San Angelo Owner's Construction General Conditions (**Attachment 1** hereto) made a part hereof for all purposes as if fully set forth herein and referred to in this Contract as "General Conditions".
- Contractor's Competitive Sealed Proposal, **Exhibit "B"**, attached and made a part hereof.

The terms, provisions, specifications and conditions of RFCSP No. ES-08-17; **Exhibit "A"**; any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFCSP; and City of San Angelo Owner's Construction General Conditions, **Attachment 1**, shall prevail over any conflicting term, provision, specification or condition in Contractor's Competitive Sealed Proposal, **Exhibit "B"**.

8. **REPRESENTATIONS OF CONTRACTOR:** In order to induce City to enter into this Contract, Contractor makes the following representations to City:

A. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, and with all local conditions and federal, state and local laws.

B. Contractor has made, or caused to be made, examinations and investigations of information as it deems necessary for the performance of Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional



examinations, investigations or similar data are, or will be required by Contractor for such purposes.

C. Contractor has given City advanced written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents prior to bidding and the written resolution thereof by City is acceptable to Contractor.

D. Contractor is skilled and experienced to responsibly perform the type of Work described in the Contract Documents in a timely manner.

9. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, recordkeeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

10. **OWNERSHIP OF DOCUMENTS:** Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by City to Contractor or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Contract is and shall at all times remain the property of City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

11. **AUDIT AND INSPECTION RIGHTS:**

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

B. City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Contract conform to the terms hereof, if applicable. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of San Angelo Code of Ordinances, as same may be amended or supplemented from time to time.

12. **AWARD OF CONTRACT:** Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Contract.

13. **PUBLIC RECORDS:** Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall be considered a material breach of this Contract and result in the immediate termination of this Contract by City.

14. **DEFAULT:** If Contractor fails to comply with any term or condition of this Contract, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, City, in addition to all remedies available to it by law, may immediately upon written notice to Contractor, terminate this Contract whereupon all unpaid contract funds shall be available to



City to complete the construction and/or remedy any defective performance by Contractor. Should Contractor default, any advances for Work to be performed or materials to be ordered which have been paid by City to Contractor shall be immediately returned to City. Should the costs to complete the construction and/or remedy any defective performance by Contractor exceed the remaining contract balance, Contractor shall be liable to City for all costs and expenses to complete the construction and/or remedy any defective performance, to include any cost associated with re-procurement, and for any consequential and incidental damages suffered by City. Contractor understands and agrees that termination of this Contract under this section shall not release Contractor from any obligation accruing prior to the effective date of termination.

15. TERMINATION RIGHTS OF CITY:

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

B. City shall have the right to terminate this Contract, without notice or liability to Contractor, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Contractor and Contractor shall reimburse to City all amounts received while Contractor was in default under this Contract.

16. RESOLUTION OF CONTRACT DISPUTES:

A. Contractor understands and agrees that all disputes between Contractor and City concerning or relating to the denial or partial denial of a change, change order or extra Work under paragraphs 2.17, 2.18 or 2.19 of the Owner's Construction General Conditions of the Contract shall be held for resolution until the Work has been substantially completed. The Contractor shall make a written request for resolution of the dispute (the "Request") to the City's designated official (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that the Contractor wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Contractor's Request within the thirty (30) days of receipt of Contractor's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Contractor's Request, the Official shall notify Contractor the date upon which a decision shall be issued. Submission of a Contractor's Request for determination of the dispute is a condition precedent to Contractor's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Contractor's written Request for determination, whichever occurs first, Contractor will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Contractor's Request, the resolution of the dispute will be documented, if necessary, through a change to this Contract in accordance with the provisions contained in the Owner's Construction General Conditions, to include but not be limited to, paragraphs 2.17, 2.18 and 2.19. Should the dispute fail to reach resolution through the submission by Contractor's Request, the dispute may be submitted to mediation at the sole discretion of City. City agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to a Contractor's



Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its Work under this Contract unless further performance has been excused by termination of Contractor or stopping Work is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

B. Contractor understands and agrees that any and all other disputes arising between Contractor and City not related to changes, change orders or extra Work, may be submitted to mediation at the sole discretion of City. City agrees that it shall make such an election within no later than sixty (60) days from the date of final completion, abandonment or termination, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Contractor understands and agrees that it shall continue to perform its Work under this Contract unless further performance has been excused by termination of Contractor or is specifically allowed under the laws of the State of Texas. Contractor understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or City elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Contract and the laws of the State of Texas.

17. INSURANCE:

A. Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by City. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Work under this Contract without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City prior to the performance of Services hereunder, provided however, that Contractor shall at any time upon request file duplicate copies of the policies of such insurance with City.

B. If in the judgment of City, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

C. Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in **Exhibit "C"** attached hereto, which by this reference is incorporated into this Agreement for all purposes.

18. INDEMNIFICATION:

A. **GENERAL INDEMNIFICATION.** Contractor shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages,



claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or sub-contractors (collectively referred to as "Contractor"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnities, or any of them or (ii) the failure of Contractor to comply with any of the paragraphs herein or the failure of Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Contract. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-contractors, as provided above, for which Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Nothing herein shall require Contractor to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct.

B. PROSPECTIVE APPLICATION. Any and all indemnity provided for in this Contract shall survive the expiration of this Contract and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Contract but thereafter so long as any liability could be asserted in regard to any acts or omissions of Contractor in performing under this Contract.

C. RETROACTIVE APPLICATION. The indemnity provided for in this Contract shall extend not only to claims and assessments occurring during the term of this Contract but retroactively to claims and assessments which may have occurred during the term of previous contracts between City and Contractor.

19. *(Intentionally left blank)*

20. INDEPENDENT CONTRACTOR: Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to Services to be performed under this Contract. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance on Contractor's employees.

21. NONDISCRIMINATION: Contractor represents and warrants to City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Contract on account of race, color, sex, religion, age, handicap,



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

22. VERIFICATION OF EMPLOYMENT ELIGIBILITY: Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

23. AMENDMENTS: City and Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by City. Such amendments shall only address the items or issues dealt with in the amendment and shall not invalidate any other portion or provision of this Contract, nor relieve or release City or Contractor from their respective obligations under this Contract except as may be specifically set forth in the amendment.

24. ASSIGNMENT: No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such prior consent (except to the extent that this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

26. NOTICES AND REQUIRED NOTICE OF BREACH: Communication and details concerning this Contract shall be directed to the following representatives:

CITY:

City of San Angelo
Office of the City Engineer
Attn: Russell Pehl
72 W. College Ave.
San Angelo, Texas 76903

CONTRACTOR:

Attn: _____

Before City shall be liable to Contractor or any of its successors or assigns for any alleged breach of this Contract, notice must first be given to City no later than ninety-one (91) days of the date Contractor alleges the breach occurred. Such notice shall be given in accordance with this provision and shall state the date, time, and circumstances of the alleged breach.

27. MISCELLANEOUS PROVISIONS:

A. Remedies: In the event of default by Contractor under the Contract Documents, City shall have all rights and remedies afforded to it at law or in equity to enforce the terms of this Contract. City's exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity that may be available to City against either Contractor or its Surety.

B. Attorneys' Fees: If any action at law or in equity is necessary by either City or Contractor to enforce or interpret the terms of the Contract Documents, the party prevailing on the majority of issues shall be entitled to reasonable attorneys' fees and costs and any necessary disbursements in addition to any other relief to which the prevailing party is entitled.



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

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

22. VERIFICATION OF EMPLOYMENT ELIGIBILITY: Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

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24. ASSIGNMENT: No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such prior consent (except to the extent that this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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City of San Angelo
Office of the City Engineer
Attn: Russell Pehl
72 W. College Ave.
San Angelo, Texas 76903

CONTRACTOR:

RONALD R WAGNER & CO., LP

Attn: Stacy Fallis

PO Box 354 Kendalia, TX 78027

Before City shall be liable to Contractor or any of its successors or assigns for any alleged breach of this Contract, notice must first be given to City no later than ninety-one (91) days of the date Contractor alleges the breach occurred. Such notice shall be given in accordance with this provision and shall state the date, time, and circumstances of the alleged breach.

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C. Conflicts: This Contract, the documents required to be provided, and the Contract Documents constitute the entire Contract between the parties hereto and supersede any prior written or oral contracts and understandings between the parties. If any provision of this Contract, the Owner's Construction General Conditions, the Specifications or any other provision contained within the Contract Documents conflicts, or is inconsistent with any other provision of the Contract Documents, then the conflict or inconsistency will be resolved first by reference to the terms of this Contract, then to the General Conditions to this Contract and then finally to the Specifications therein, unless a federal law, regulation or restriction would require otherwise, in which case the federal provision would control.

D. Severability: If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

E. Venue: This Contract, including the Contract Documents, is governed by the laws of the State of Texas. Venue for any suit or claim or cause of action arising out of or related to Work covered by this Contract shall rest exclusively in the state district court(s) located in Tom Green County, Texas.

F. Counterparts: This Contract may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Contract. By affixing their signature to this Contract, each individual is representing that he or she has the authority to sign this Contract and to bind the party that they represent to this Contract.

G. Enforcement: This Contract shall be construed and enforced according to the laws of the State of Texas.

H. Headings: Titles and paragraphs are for convenient reference and are not a part of this Contract.

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

J. Validity of Contract Terms: Should any provision, paragraph, sentence, word or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under applicable law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such law, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Contract shall remain unmodified and in full force and effect or limitation of its use.

K. Applicable Law: This Contract and the Contract Documents are subject to all applicable federal and state laws, statutes, codes, rules and regulations and local ordinances, rules and regulations.

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

29. ENTIRE CONTRACT: This Contract constitutes the sole and entire Contract between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

30. REAFFIRMATION OF REPRESENTATIONS AND DISCLOSURE COMPLIANCE: Contractor hereby reaffirms all of the representations contained in Contract Documents. Contractor warrants that Contractor has complied with the provisions of Section 2252.908 of the Texas Government



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

Code and regulations adopted pursuant thereto requiring submission to the City of a disclosure of interested parties (Texas Ethics Commission Form 1295) at the time the Contractor submits the signed Contract to the City.

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

CONTRACTOR:

BY: _____

(Print Name and Position with Company)

EMAIL: _____

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

(SEAL)

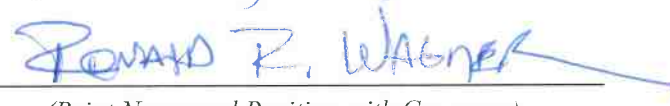


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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CONTRACTOR:
RONALD R WAGNER & CO., LP

BY: 

(Print Name and Position with Company)

EMAIL: aaprrw@gvtc.com

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

(SEAL)



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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**CONTRACT FOR PROJECT
BETWEEN
CITY OF SAN ANGELO AND**

**RFCSP No. ES-08-17
CITY OFFICIAL APPROVALS**

APPROVED AS TO CONTENT:

APPROVED AS TO INSURANCE:

Julia Antilley, Purchasing Manager

Charles Hagen, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Russell Pehl, City Engineer

Dan T. Saluri, Deputy City Attorney



CITY OF SAN ANGELO
PURCHASING DIVISION
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EXHIBIT "A"

CONTRACT FOR 2017 SEALCOATING PROGRAM

REQUEST FOR COMPETITIVE SEALED PROPOSALS RFCSP ES-08-17
2017 SEALCOAT PLANS

and

TEXAS DOT STANDARD SPECIFICATIONS FOR CONSTRUCTION
AND MAINTENANCE OF HIGHWAYS, ADOPTED NOVEMBER 1, 2014

(Following pages)



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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EXHIBIT "B"

CONTRACT FOR 2017 SEALCOATING PROGRAM

RFCSP ES-08-17

CONTRACTOR'S COMPETITIVE SEALED PROPOSAL

(Following pages)



EXHIBIT "C"

CONTRACT FOR 2017 SEALCOATING PROGRAM

SPECIAL INSURANCE RIDER

INSURANCE REQUIREMENTS:

A. General Conditions. The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Contract.

- 1) Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.
- 2) Named Insureds. All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 3) Waiver of Subrogation. Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 4) Certificates of Insurance. At or before the time of execution of this Contract, Contractor shall furnish City's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to City's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to City's Risk Manager at City Hall, 72 W. College Ave., San Angelo, Texas 76903.
- 5) Contractor's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Contract. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury, or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.
- 6) Subcontractors' Insurance. Contractor shall cause each Subcontractor and Sub-Subcontractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-Subcontractors to furnish copies of certificates of insurance to City's Risk Manager evidencing coverage for each Subcontractor and Sub-Subcontractor.

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



1) Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of City or others arising out of the act or omission of Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Contract entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors [to remain in force for two (2) years after final payment].

Coverage limits shall not be less than:

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

2) Business Automobile Liability. This policy shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage limits shall not be less than:

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

3) Workers' Compensation and Employer's Liability. If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

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

The foregoing requirement will not be applicable if, and so long as, Contractor qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Contract.

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



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Attachment 1

OWNER'S CONSTRUCTION GENERAL CONDITIONS

(Following pages)



Base Bid				Darnell		UCA	
ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL	UNIT COST	TOTAL
1	1	LS	Mobilization, Bonding & Insurance (not to exceed 5% of Bid)	\$ 191,974.00	\$ 191,974.00	\$ 234,000	\$ 234,000
2	1	LS	Lift Station Wet Well, Pumps, Valve Vault and Valve Assemblies	\$ 378,325.00	\$ 378,325.00	\$ 275,000	\$ 275,000
3	1	LS	Lift Station Odor Control Unit	\$ 68,820.00	\$ 68,820.00	\$ 100,000	\$ 100,000
4	1	LS	Lift Station Backup Generator	\$ 41,370.00	\$ 41,370.00	\$ 50,000	\$ 50,000
5	1	LS	Lift Station Site Piping	\$ 25,034.00	\$ 25,034.00	\$ 14,000	\$ 14,000
6	1	LS	Lift Station Water Service Connection and RPZ Backflow Preventer	\$ 9,536.00	\$ 9,536.00	\$ 11,000	\$ 11,000
7	1	LS	Lift Station Site Electrical, Communications, Controls and SCADA Connections	\$ 73,981.00	\$ 73,981.00	\$ 200,000	\$ 200,000
8	1	LS	Lift Station Site Fencing and Gates	\$ 36,829.00	\$ 36,829.00	\$ 60,000	\$ 60,000
9	1	LS	Lift Station Site Grading, Concrete Paving, Drive and Site Restoration	\$ 80,808.00	\$ 80,808.00	\$ 100,000	\$ 100,000
10	1	LS	Force Main Flow Meter and Vault	\$ 14,716.00	\$ 14,716.00	\$ 35,000	\$ 35,000
11	1	LS	Force Main Air Valve, Odor Control Unit, Vault and Piping	\$ 13,498.00	\$ 13,498.00	\$ 25,000	\$ 25,000
12	1150	LF	Line "A" - 18" SDR 26 PVC Sewer Gravity Main	\$ 209.00	\$ 240,350.00	\$ 175	\$ 201,250
13	225	LF	Lines "Aa" & "Ab" - 8" SDR 26 PVC Sewer Gravity Main	\$ 154.76	\$ 34,821.00	\$ 190	\$ 42,750
14	2471	LF	Line "B" - 10" DR 11 HDPE Sewer Force Main	\$ 88.75	\$ 219,301.25	\$ 250	\$ 617,750
15	762	LF	Line "C" - 30" SDR 26 PVC Sewer Gravity Main	\$ 353.75	\$ 269,557.50	\$ 300	\$ 228,600
16	1	EA	4' Diameter FRP Manhole (4-8-foot Depth)	\$ 7,186.00	\$ 7,186.00	\$ 8,500	\$ 8,500
17	2	EA	4' Diameter FRP Manhole (8-12-foot Depth)	\$ 11,784.00	\$ 23,568.00	\$ 10,000	\$ 20,000
18	6	EA	5' Diameter FRP Manhole (4-8-foot Depth)	\$ 12,784.00	\$ 76,704.00	\$ 11,500	\$ 69,000
19	3	EA	5' Diameter FRP Manhole (8-12-foot Depth)	\$ 17,843.00	\$ 53,529.00	\$ 12,500	\$ 37,500
20	1	EA	5' Diameter FRP Manhole (>12-foot Depth)	\$ 23,619.00	\$ 23,619.00	\$ 25,000	\$ 25,000
21	1	EA	10' Diameter FRP Manhole (MH C-4)	\$ 24,127.00	\$ 24,127.00	\$ 35,000	\$ 35,000
22	1	LS	Bypass Pumping - Line "C"	\$ 102,120.00	\$ 102,120.00	\$ 71,000	\$ 71,000
23	1	LS	Bypass Pumping - Line "A", "Aa" & "Ab"	\$ 68,024.00	\$ 68,024.00	\$ 33,000	\$ 33,000
24	1	LS	Bypass Pumping - Rehabilitation	\$ 44,782.00	\$ 44,782.00	\$ 45,000	\$ 45,000
25	808	LF	6" Gravity Sewer Main Rehabilitation (All Depths)	\$ 60.00	\$ 48,480.00	\$ 55	\$ 44,440
26	829	LF	8" Gravity Sewer Main Rehabilitation (All Depths)	\$ 70.00	\$ 58,030.00	\$ 60	\$ 49,740
27	2045	LF	10" Gravity Sewer Main Rehabilitation (All Depths)	\$ 60.00	\$ 122,700.00	\$ 62	\$ 126,790
28	20	LF	12" Gravity Sewer Main Rehabilitation (All Depths)	\$ 430.00	\$ 8,600.00	\$ 550	\$ 11,000
29	470	LF	18" Gravity Sewer Main Rehabilitation (All Depths)	\$ 141.60	\$ 66,552.00	\$ 165	\$ 77,550
30	10	EA	Gravity Sewer Main Point Repair for Rehabilitation (All Sizes, All Depths, Up to 10 LF)	\$ 1,387.00	\$ 13,870.00	\$ 7,500	\$ 75,000
31	5	EA	4' Diameter Manhole Rehabilitation (1-5 foot Depth)	\$ 6,474.00	\$ 32,370.00	\$ 6,500	\$ 32,500
32	10	EA	4' Diameter Manhole Rehabilitation (5-10-foot Depth)	\$ 8,350.00	\$ 83,500.00	\$ 7,500	\$ 75,000
33	9	EA	4' Diameter Manhole Rehabilitation (10-15-foot Depth)	\$ 10,460.00	\$ 94,140.00	\$ 12,000	\$ 108,000
34	5	EA	4' Diameter Manhole Rehabilitation (15-20-foot Depth)	\$ 14,428.00	\$ 72,140.00	\$ 17,000	\$ 85,000
35	2	EA	4' Diameter Manhole Rehabilitation (20-25-foot Depth)	\$ 20,900.00	\$ 41,800.00	\$ 23,000	\$ 46,000
36	15	EA	Sewer Service Reconnect to Same Main	\$ 2,059.00	\$ 30,885.00	\$ 300	\$ 4,500
37	7	EA	Sewer Service Reconnect to Different Main	\$ 2,767.00	\$ 19,369.00	\$ 3,500	\$ 24,500
38	100	LF	4" Schedule 40 PVC Sewer Service Line	\$ 18.80	\$ 1,880.00	\$ 30	\$ 3,000
39	1	LS	Abandon Existing Sewer Mains	\$ 27,772.00	\$ 27,772.00	\$ 75,000	\$ 75,000
40	15	EA	Abandon Existing Sewer Manhole	\$ 694.00	\$ 10,410.00	\$ 8,500	\$ 127,500
41	1	LS	Aquatic Resource Protection Measures	\$ 28,500.00	\$ 28,500.00	\$ 55,000	\$ 55,000
42	1	LS	Erosion Control Measures	\$ 6,200.00	\$ 6,200.00	\$ 30,000	\$ 30,000
43	1	LS	Traffic Control Measures	\$ 22,000.00	\$ 22,000.00	\$ 40,000	\$ 40,000
44	100	LF	Concrete Curb and Gutter Repair	\$ 45.00	\$ 4,500.00	\$ 50	\$ 5,000
45	400	SY	Concrete Pavement Repair	\$ 119.00	\$ 47,600.00	\$ 150	\$ 60,000
46	2250	SY	Asphalt Pavement Repair	\$ 34.00	\$ 76,500.00	\$ 50	\$ 112,500
47	200	LF	Trench Bottom Stabilization	\$ 82.00	\$ 16,400.00	\$ 10	\$ 2,000
48	2356	LF	Surface Restoration (Final Grading, Seeding and Growth Establishment)	\$ 3.86	\$ 9,094.16	\$ 50	\$ 117,800
49	4608	LF	Trench Safety System	\$ 1.00	\$ 4,608.00	\$ 1.50	\$ 6,912
50	1	LS	Base Bid River Crossing	\$ 313,710.00	\$ 313,710.00	\$ 250,000.00	\$ 250,000
51	1	LS	Contingency Owner Allowance	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000
Base Bid Total					\$ 3,884,189.91	Base Bid Total	\$ 4,683,082

Alternate Bid #1							
A1	1	LS	Buried River Crossing		\$ 4,375,859.91		\$ -
Deduct Line #50					\$ (313,710.00)		
				Base + Alt. Bid #1	\$ 4,062,149.91	Base + Alt. Bid #1	NO BID
Alternate Bid #2							
A2	1	LS	Directional Drilled River Crossing		\$ 4,222,761.91		\$ -
Deduct Line #41 & Line #50					\$ (342,210.00)		
				Base + Alt. Bid #2	\$ 3,880,551.91	Base + Alt. Bid #2	NO BID

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".

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Russell Pehl, City Engineer, Engineering Services, 325-657-4201

Meeting Date: October 17, 2017

Item type: Consent Item

Caption:

Consider awarding RFB ES-06-17, College Hills Boulevard Mill and Overlay Project, to Reece Albert, Inc. and authorizing the City Manager to negotiate and execute an agreement in an amount of \$895,962.95 - (Presentation by City Engineer Russell Pehl)

Summary/History:

The Request for Bids for the mill and overlay of 5,200 feet of College Hills Boulevard, from West Loop 306 to Valley View Boulevard, was advertised in August 2017. Three bids were received and opened on September 14, 2017. The lowest bid was from Reece Albert, Inc. and was for a total cost of \$895,962.95. The next bid was from Contract Paving Company and was for \$1,248,334.00. The last bid was from Price Construction LTD. and was for \$1,342,453.20.

Financial Impact:

Budgeted within street bond funds in the amount of \$895,962.95.

Other Information/Recommendation:

Staff recommends authorizing City Manager to negotiate and execute a contract with Reece Albert, Inc. to provide mill and overlay services for College Hills Boulevard.

Attachments:

- | | | |
|----|----------------|-----------------------------|
| 1. | Bid Tabulation | ES-06-17 Bid Tab.pdf |
| 2. | Draft Contract | Draft Contract.pdf |
| 3. | Bid Recipients | ES-06-17 Bid Recipients.pdf |

Presentation:

Approvals/Reviews:

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



CITY OF SAN ANGELO

RFB ES-06-17 COLLEGE HILLS IMPROVEMENTS

SEPTEMBER 14, 2017 AT 2:00PM

City of San Angelo – College Hills Boulevard From Valley View Blvd to Loop 306				Reece Albert		Price Construction		Contract Paving Co	
Item No.	Item Description	Quantity	Units	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
FRONT END COSTS									
1	MOBILIZATION & START UP (5% CONSTRUCTION COST)	1	LS	\$ 31,237.34	\$ 31,237.34	\$ 140,000.00	\$ 140,000.00	\$ 56,754.00	\$ 56,754.00
PAVING IMPROVEMENTS									
2	REMOVE ASPHALTIC CONCRETE PAVEMENT	8,900	SY	\$ 1.62	\$ 14,418.00	\$ 4.00	\$ 35,600.00	\$ 3.50	\$ 31,150.00
2A	SURFACE MILLING	24,300	SY	\$ 2.59	\$ 62,937.00	\$ 4.50	\$ 109,350.00	\$ 5.00	\$ 121,500.00
3	REWORKING BASE MATERIAL (TYPE B)	7,200	SY	\$ 12.31	\$ 88,632.00	\$ 20.00	\$ 144,000.00	\$ 18.00	\$ 129,600.00
4	4-INCH TYPE B HMAC BASE	1,142	SY	\$ 47.54	\$ 54,290.68	\$ 76.00	\$ 86,792.00	\$ 48.00	\$ 54,816.00
5	2-INCH TYPE D HMAC SURFACE	33,200	SY	\$ 10.63	\$ 352,916.00	\$ 12.00	\$ 398,400.00	\$ 12.00	\$ 398,400.00
6	ASPHALT PRIME COAT (MC-30)	6,640	GAL	\$ 5.01	\$ 33,266.40	\$ 4.00	\$ 26,560.00	\$ 7.00	\$ 46,480.00
7	REFL PAV MRK TY I (WHITE) 4" (BRK) (100 MIL)	2,104	LF	\$ 1.21	\$ 2,545.84	\$ 0.88	\$ 1,851.52	\$ 2.00	\$ 4,208.00
8	REFL PAV MRK TY I (YELLOW) 4" (SOLID) (100 MIL)	7,816	LF	\$ 0.99	\$ 7,737.84	\$ 0.88	\$ 6,878.08	\$ 2.00	\$ 15,632.00
9	REFL PAV MRK TY II-C-R	207	EA	\$ 7.54	\$ 1,560.78	\$ 5.50	\$ 1,138.50	\$ 12.00	\$ 2,484.00
10	REFL PAV MRK TY II-A-A	194	EA	\$ 7.54	\$ 1,462.76	\$ 5.50	\$ 1,067.00	\$ 15.00	\$ 2,910.00
11	REFL PAV MRK TY I (WHITE) (100 MIL) DBL ARROW	60	EA	\$ 90.54	\$ 5,432.40	\$ 214.50	\$ 12,870.00	\$ 300.00	\$ 18,000.00
12	REFL PAV MRK TY I (WHITE) (100 MIL) BIKE SYMBOL	60	EA	\$ 169.00	\$ 10,140.00	\$ 214.50	\$ 12,870.00	\$ 400.00	\$ 24,000.00
13	STORM WATER POLLUTION PREVENTION PLAN	6	MO	\$ 301.78	\$ 1,810.68	\$ 1,200.00	\$ 7,200.00	\$ 3,000.00	\$ 18,000.00
14	EROSION CONTROL LOGS	140	LF	\$ 6.43	\$ 900.20	\$ 16.00	\$ 2,240.00	\$ 15.00	\$ 2,100.00
15	ADJUST WATER VALVE BOX	50	EA	\$ 275.48	\$ 13,774.00	\$ 341.00	\$ 17,050.00	\$ 350.00	\$ 17,500.00
16	ADJUST MANHOLE	4	EA	\$ 745.50	\$ 2,982.00	\$ 577.50	\$ 2,310.00	\$ 750.00	\$ 3,000.00
17	ADJUST CLEANOUT	2	EA	\$ 436.06	\$ 872.12	\$ 231.00	\$ 462.00	\$ 1,000.00	\$ 2,000.00
18	TRAFFIC CONTROL	6	MO	\$ 5,281.25	\$ 31,687.50	\$ 8,500.00	\$ 51,000.00	\$ 5,000.00	\$ 30,000.00
UNDERDRAIN IMPROVEMENTS									
19	REMOVE CONCRETE (RIPRAP)	65	SY	\$ 20.07	\$ 1,304.55	\$ 47.00	\$ 3,055.00	\$ 95.00	\$ 6,175.00
20	REMOVE CONCRETE (CURB AND GUTTER)	375	LF	\$ 9.07	\$ 3,401.25	\$ 12.00	\$ 4,500.00	\$ 30.00	\$ 11,250.00
21	REMOVE ASPHALTIC CONCRETE PAVEMENT	5	SY	\$ 58.90	\$ 294.50	\$ 516.00	\$ 2,580.00	\$ 1,000.00	\$ 5,000.00
22	REMOVE CONCRETE VALLEY GUTTER	6	SY	\$ 130.90	\$ 785.40	\$ 140.00	\$ 840.00	\$ 1,000.00	\$ 6,000.00
23	REMOVE SIDEWALK PAVING	4	SY	\$ 196.33	\$ 785.32	\$ 1,350.00	\$ 5,400.00	\$ 1,000.00	\$ 4,000.00
24	ASHPALT PAVEMENT REPAIR	6	SY	\$ 137.07	\$ 822.42	\$ 800.00	\$ 4,800.00	\$ 500.00	\$ 3,000.00
25	CONCRETE VALLEY GUTTER REPAIR	20	LF	\$ 117.19	\$ 2,343.80	\$ 200.00	\$ 4,000.00	\$ 100.00	\$ 2,000.00
26	HEADER CURB	60	LF	\$ 26.32	\$ 1,579.20	\$ 100.00	\$ 6,000.00	\$ 200.00	\$ 12,000.00
27	CONC CURB & GUTTER	375	LF	\$ 26.65	\$ 9,993.75	\$ 50.00	\$ 18,750.00	\$ 45.00	\$ 16,875.00
28	PIPE (PVC)(SCH 40)(8 IN)	10	LF	\$ 54.25	\$ 542.50	\$ 127.60	\$ 1,276.00	\$ 95.00	\$ 950.00
29	PIPE UNDERDRAINS (TY 8) (6 IN)	555	LF	\$ 39.76	\$ 22,066.80	\$ 128.70	\$ 71,428.50	\$ 40.00	\$ 22,200.00
30	PIPE UNDERDRAINS (TY 8) (8 IN)	406	LF	\$ 48.02	\$ 19,496.12	\$ 127.60	\$ 51,805.60	\$ 100.00	\$ 40,600.00
31	RIPRAP (CONC)(5 IN)	10	CY	\$ 920.18	\$ 9,201.80	\$ 750.00	\$ 7,500.00	\$ 2,000.00	\$ 20,000.00
32	CONCRETE HEADWALL WITH 8 IN AUTOMATIC GATE	1	EA	\$ 3,284.30	\$ 3,284.30	\$ 7,810.00	\$ 7,810.00	\$ 15,000.00	\$ 15,000.00
33	CLEAN-OUTS	19	EA	\$ 858.30	\$ 16,307.70	\$ 451.00	\$ 8,569.00	\$ 1,000.00	\$ 19,000.00
34	SEEDING FOR EROSION CONTROL	250	SY	\$ 0.60	\$ 150.00	\$ 6.00	\$ 1,500.00	\$ 3.00	\$ 750.00
CONTINGENCY									
35	CONTINGENCY	1	LS	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00
TOTAL					\$ 895,962.95		\$ 1,342,453.20		\$ 1,248,334.00



Draft Contract

**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 ("Provider" or "Contractor"), effective as of the _____ day of _____, 2017 (the "Effective Date").

RECITALS

A. City has solicited a bid for the mill and overlay of 5,200 feet of College Hills Boulevard, from West Loop 306 to Valley View Boulevard. In general. The existing 10-inch of base material will be reworked and 2-in of new asphalt installed ("Work" or "Services") and Provider's response thereto ("Response") has been selected as a qualified Response for the provision of Services. Provider reaffirms all averments in Provider'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 Provider, and Provider wishes to perform Services for City.

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

TERMS:

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

2. **TERM:** The term of this Agreement shall be _____ (____) days commencing on the Effective Date hereof. Work shall not commence until City provides Provider with a written notice to proceed, and shall be fully completed within _____ (____) days thereafter.



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

B. Provider 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 Provider 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. Provider shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. 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 Provider's fees, City shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

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

D. Provider 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

RFCSP ES-06-17 College Hills Boulevard Improvements, **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.)

Provider'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;
RFCSP ES-06-17 College Hills Boulevard Improvements, **Exhibit "A"**
Owner's Construction General Conditions, **Attachment 1**
Provider'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 Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

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

8. AWARD OF AGREEMENT: Provider 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: Provider 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. Provider'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. Provider agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

11. INDEMNIFICATION. Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider's agent, consultant under contract, or another entity over which Provider exercises control, or its employees, agents or sub-providers (collectively referred to as "Provider") (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider to conform 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. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own 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 Provider in performing Services under this Agreement.

12. INSURANCE: Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission



members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on 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 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 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 Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation. Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

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

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

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

14. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that



all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against City. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to 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 Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City 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:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any 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 Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received by Provider under this Agreement.

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



handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

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

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

20. WARRANTY:

A. The Provider 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 Provider. All defective Work, whether or not in place, may be rejected.

B. If required by the Owner prior to approval of final payment the Provider 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 Provider will also bear the expenses of making good all work of others destroyed or damaged by its correction, removal, or replacement of Provider's defective Work. If the Provider 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 Provider, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price or otherwise paid by Provider.

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 Provider 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 Provider for one year from and after such correction or replacement of work.

D. If the Provider 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 Provider. 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 Provider 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 Provider 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: Provider 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, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider 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: Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and Provider'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.

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

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:

Director

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"
RFCSP NO. COLLEGE HILLS BOULEVARD IMPROVEMENTS

(following pages)



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

EXHIBIT "B"
**Contractors Response to RFCSP NO. COLLEGE HILLS BOULEVARD
IMPROVEMENTS**

(following pages)



EXHIBIT "C" SPECIAL INSURANCE RIDER

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

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

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

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

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

1.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

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

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



CITY OF SAN ANGELO
RFB ES-06-17 COLLEGE HILLS IMPROVEMENTS
SEPTEMBER 14, 2017 AT 2:00PM

Bids Received	City	State
1 Reece Albert	San Angelo	Tx
2 Price Construction	Big Spring	Tx
3 Contract Paving Co	Tye	Tx

RFB Invitations Sent To:	City	State
1 Jones Bro Dirt & Paving	Odessa	Tx
2 Kiewit Texas Construction L.P.	Fort Worth	Tx
3 LNV, Inc.	Corpus Christi	Tx
4 Price Construction	Big Spring	Tx
5 Reece Albert	San Angelo	Tx
6 Seidel, Inc.	San Angelo	Tx
7 Wright Construction Co., Inc.	Grapevine	Tx
8 WTAGC	Midland	Tx

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 17, 2017

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance for Z17-12, a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the General Commercial (CG) Zoning District, on 92.36 acres located between West Loop 306 Frontage Road and Southwest Boulevard, generally known as the Sunset Mall and certain adjacent properties - (Presentation by Planning & Development Services Director Jon James)

Summary/History:

This is an application to rezone 92.36-acres of land consisting of Sunset Mall and surrounding properties from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the General Commercial (CG) Zoning District. There are also three properties that are zoned both CG/CH and CG (General Commercial), that will be rezoned completely to CG. This rezoning application arises from a Planning Commission directive to rezone properties from the defunct CG/CH to the General Commercial Zoning District.

Financial Impact:

N/A

Other Information/Recommendation:

On September 18, 2017, the Planning Commission recommended APPROVAL of the Rezoning request.

Attachments:

1. Staff Report PL_Staff Report Z17-12 COSA-Sunset Mall.pdf
2. Ordinance PL_Z17-12_SUNSET_MALL_CG_ORD_MERGED Final Ordinance.docx

Presentation:

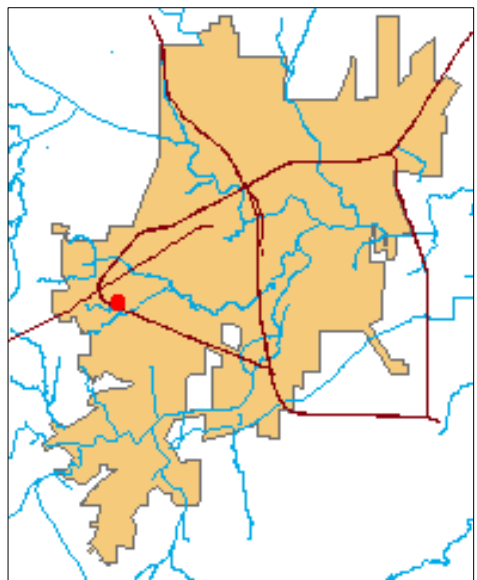
jon

Approvals/Reviews:

Rebeca Guerra	Created/Initiated
Jon James	Approved
Theresa James	Approved
Anthony Wilson	Approved
Jon James	Approved
Tina Dierschke	Approved
Theresa James	Approved
Becky Dunn	Approved
Bryan Kendrick	Final Approval

CITY COUNCIL – October 17, & November 7, 2017
STAFF REPORT



APPLICATION TYPE:	CASE:		
Rezoning	Z17-12: COSA / Sunset Mall		
SYNOPSIS:			
This is an application to rezone 92.36-acres of land consisting of Sunset Mall and surrounding properties from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the General Commercial (CG) Zoning District. There are also three properties that are zoned both CG/CH and CG (General Commercial), that will be rezoned completely to CG. This rezoning application arises from a Planning Commission directive to rezone properties from the defunct CG/CH to the General Commercial Zoning District.			
LOCATION:		LEGAL DESCRIPTION:	
At and around Sunset mall, generally located on Sunset Drive and Southwest Boulevard, between Sherwood Way and Southwest Boulevard.		Sections of College Hills South Addition, Sunset Mall Addition and Abstract 3944	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
SMD #6 – Billie DeWitt Sunset Neighborhood	General Commercial/Heavy Commercial (CG/CH)	Commercial	92.36 acres
THOROUGHFARE PLAN:			
Sunset Drive – Major Collector, Required 60' min. ROW, 50' min. pavement Actual 80' ROW, 64' paving width Southwest Boulevard – Minor Arterial, Required 80' min. ROW, 64' min. pavement Actual 100' ROW, 64' paving width W Loop 306 Frontage Road – Freeway (No established standards for ROW or pavement width) Actual 80' ROW, 34' paving width Wellington Street – Local Street, Required 50' min. ROW, 36' min. pavement with sidewalk, or 40' without sidewalk Actual 50' ROW, 40' pavement with no sidewalk			
NOTIFICATIONS:			
72 notifications were mailed within a 200-foot radius on August 28, 2017. Eight responses have been received in support and one in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the General Commercial (CG) Zoning District, and APPROVAL from the General Commercial and General Commercial/Heavy Commercial (CG/CH) Zoning District to the General Commercial (CG) Zoning District			
PROPERTY OWNER/PETITIONER:			
<i>Property Owner(s):</i> Multiple Owners <i>Petitioner:</i> City of San Angelo			
STAFF CONTACT:			
Kristina Heredia Staff Planner (325) 657-4210, Extension 1546 kristina.heredia@cosatx.us			

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

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* The City no longer utilizes the zoning district of General Commercial/Heavy Commercial and pursues the removal and replacement of this district with an appropriate zone as the situation arises.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* The mall and surrounding properties all function under the land use of Retail Sales and Services. This type of use is more compatible with the General Commercial Zoning District than the General Commercial/Heavy Commercial Zoning District.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* As this area is entirely devoted to a retail commercial environment, a zone that allows heavy commercial is not compatible with the surrounding area. By changing the zoning district to a lighter, though more compatible, zone the City enables that new development in the area stays consistent with City priorities and neighborhood trends.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* City Council made the decision to eliminate the CG/CH zoning district and phase out existing such zoning over time. As the Planning Department receives cases where the continued use of the CG/CH district is discovered, a change to the City's Zoning Map is requested.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* Both Sunset Drive and Southwest Boulevard are flanked with vacant storefronts. As these building inevitably become occupied, temporary effects to the environment may occur as construction happens. However, these effects can potentially be lessened if CG zoning is in place in lieu of the current CG/CH.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* The community need is for the area to continue to develop in a retail and restaurant manner. Both uses are allowed and represented under the CG zoning district. No community need is met if a heavy commercial use were to utilize the immediate area. A zone change to CG is the easiest way to ensure that this community's needs are fulfilled.

7. **Development Patterns.** *Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.* The less intense zoning of CG allows for development that is consistent with current trends and current development patterns. This area has historically been devoid of heavy commercial land uses and any that would arise of the current zoning would be inconsistent with the surrounding uses. Thus a zone change to General Commercial allows orderly and consistent growth to be maintained.

Planning Commission Recommendation:

On September 18, 2017, the Planning Commission recommended **APPROVAL** of a rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to **the General Commercial (CG) Zoning District.**

The following is the complete excerpt of the minutes from the September 18, 2017, meeting for this case:

Z17-12: COSA/Sunset Mall

Kristina Heredia, Planner, presented the case. She outlined the request that intended to rezone approximately 92 acres in the Sunset Mall area from General Commercial/Heavy Commercial (CG/CH) to General Commercial (CG). She explained that the purpose of the City-initiated rezoning was to remove the CG/CH zoning which the City no longer utilizes. Ms. Heredia outlined Staff's rationale for recommending approval which included that all existing uses were already allowed by right in the CG zoning district; that heavy commercial CH uses were not compatible with the surrounding retail and residential uses; that Council, through the 2000 amendment of the Zoning Ordinance and the 2003 amendment of the Comprehensive Plan, had directed that CG/CH zoning should be replaced with more appropriate zoning; and that the area had developed with a strong retail presence, devoid of heavy commercial land uses. Ms. Heredia concluded her presentation by indicating that Sunset Mall expressed opposition to the rezoning for several reasons. These included that certain uses such as major car repair, retail distribution centers, game halls, and plant sales, would no longer be allowed, thereby limiting potential to attract retailers.

Commissioner Spano asked why the mall would be affected. Ms. Heredia responded it would only affect the mall if they leased or sold property for uses that would no longer be allowed when the CG/CH zoning was removed.

Commissioner Stribling asked if all current uses would be compliant under CG. Ms. Heredia responded that this was correct.

Commissioner Smith asked if it was the intent to change the ordinance to allow some uses in CG which currently are not allowed by right. Ms. Heredia indicated that Staff was looking at changing the ordinance to allow a game hall in the CG Zoning District by right, and stated that a "Dave and Busters" would be considered an indoor entertainment facility which was already allowed by right in the CG zone under retail sales and service.

Chairperson Priess opened the meeting for public comment.

Mr. Steven Niles, General Manager of Sunset Mall, expressed his opposition for the request for the reasons outlined in a letter previously submitted to staff, and as explained by Ms. Heredia. He indicated that the future of the mall was uncertain and that he wanted the “highest and best use” of the land. He also stated that some uses which could still be allowed by Conditional Use would turn away potential retailers knowing that this would be conditional and no longer uses allowed by right.

Mr. Russell Gully, SKG Engineering, also spoke in opposition to the request. He expressed concerns that the rezoning would be taking away property rights and would thus force someone to change the zoning on their property.

Commissioner Stribling responded that Council had already recognized that CG/CH zoning was no longer appropriate and that everything currently in operation on the mall property was allowed by right in the proposed CG Zoning District.

Commissioner Smith further clarified that the CH uses could still be allowed with a Special Use.

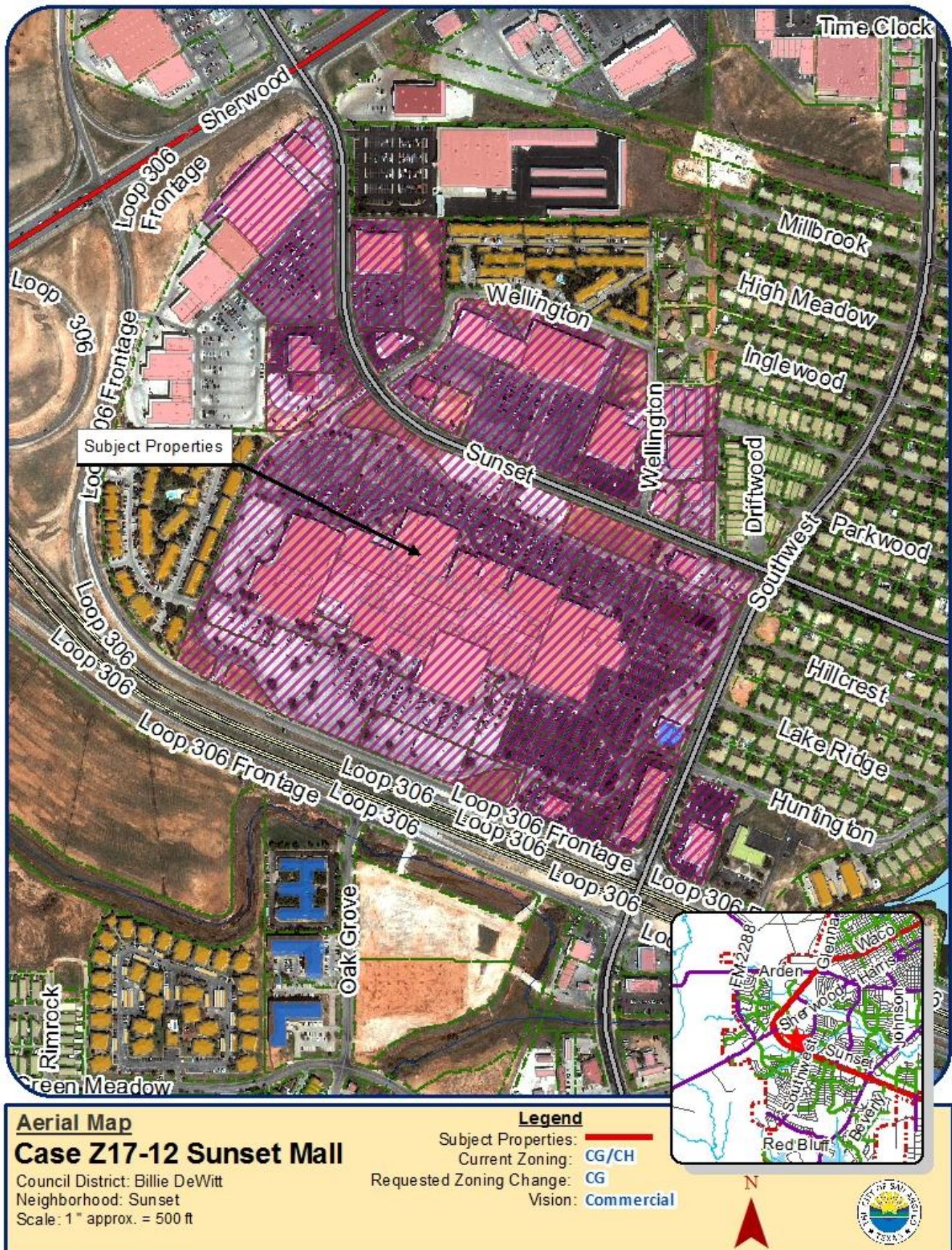
Rebeca Guerra, Planning Manager, clarified that CH uses would require a Conditional Use, not a Special Use, and this would only require Planning Commission approval, as opposed to City Council approval which was lengthier.

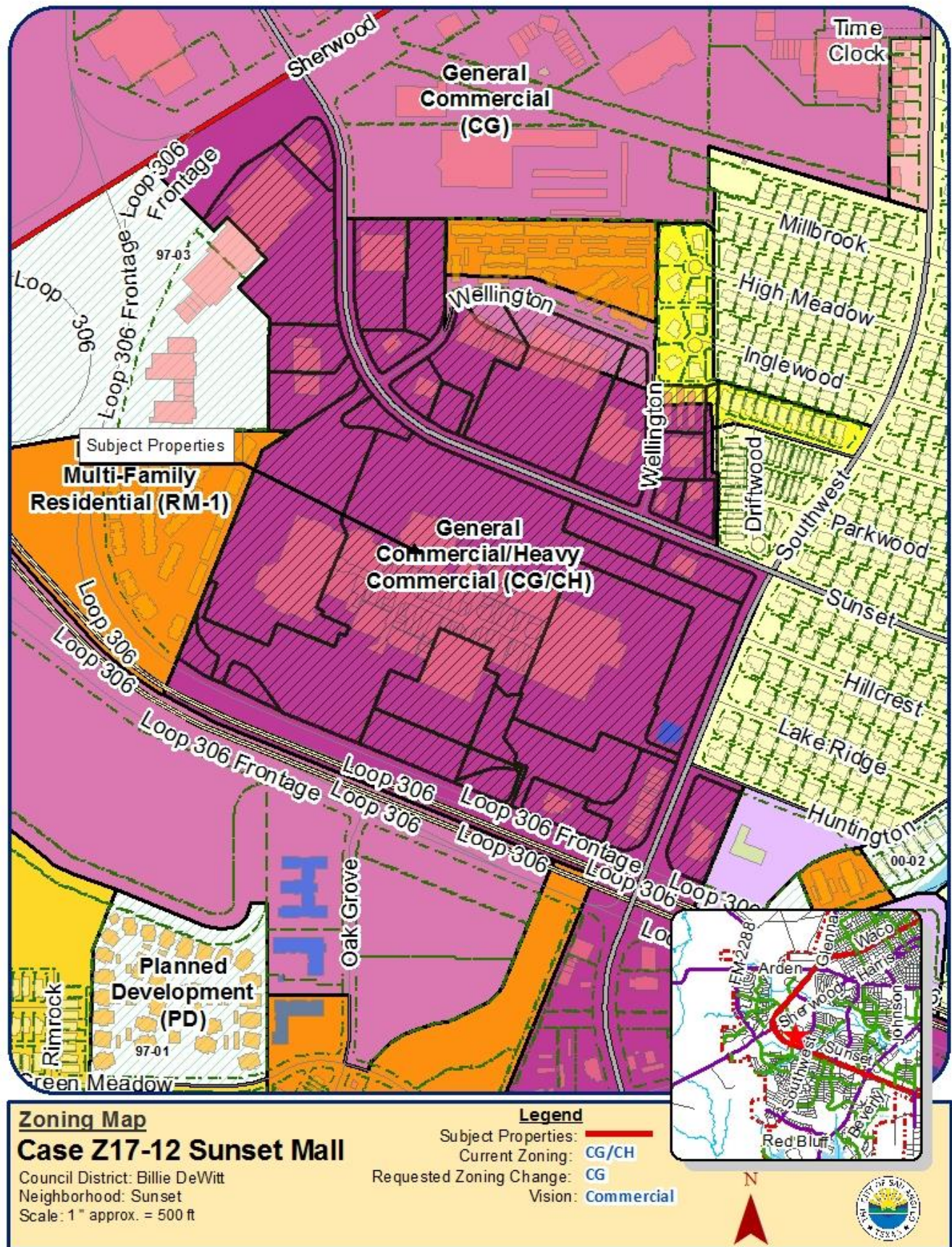
Commissioner Farmer indicated that malls were presently struggling and that he believed the proposed rezoning would take away development potential.

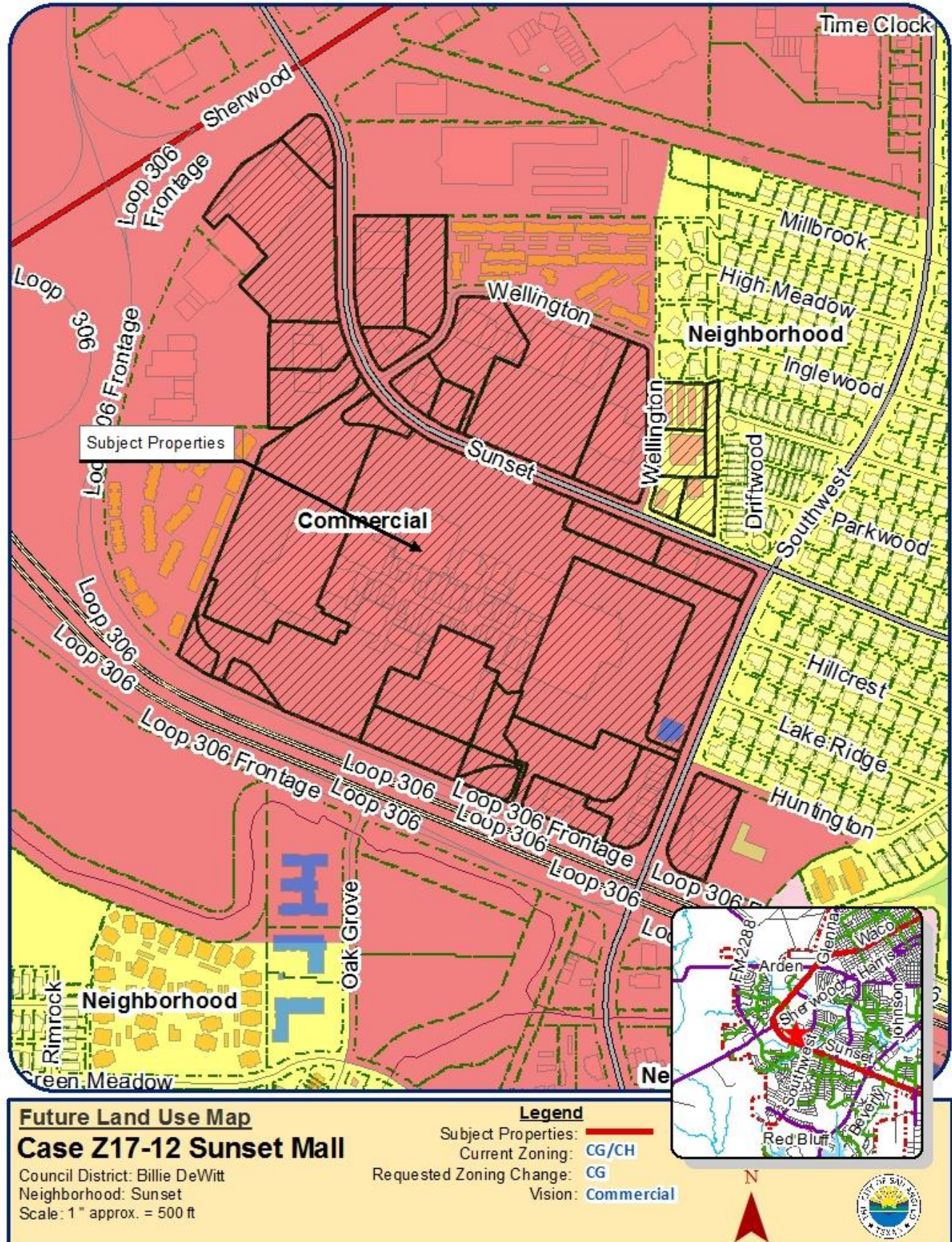
Commissioner Smith made a Motion to recommend APPROVAL of the proposed Rezoning from the General Commercial/Heavy Commercial (CG/CH) Zoning District to the General Commercial (CG) Zoning. Commissioner Stribling seconded the Motion. The Motion passed unanimously, 7-0.

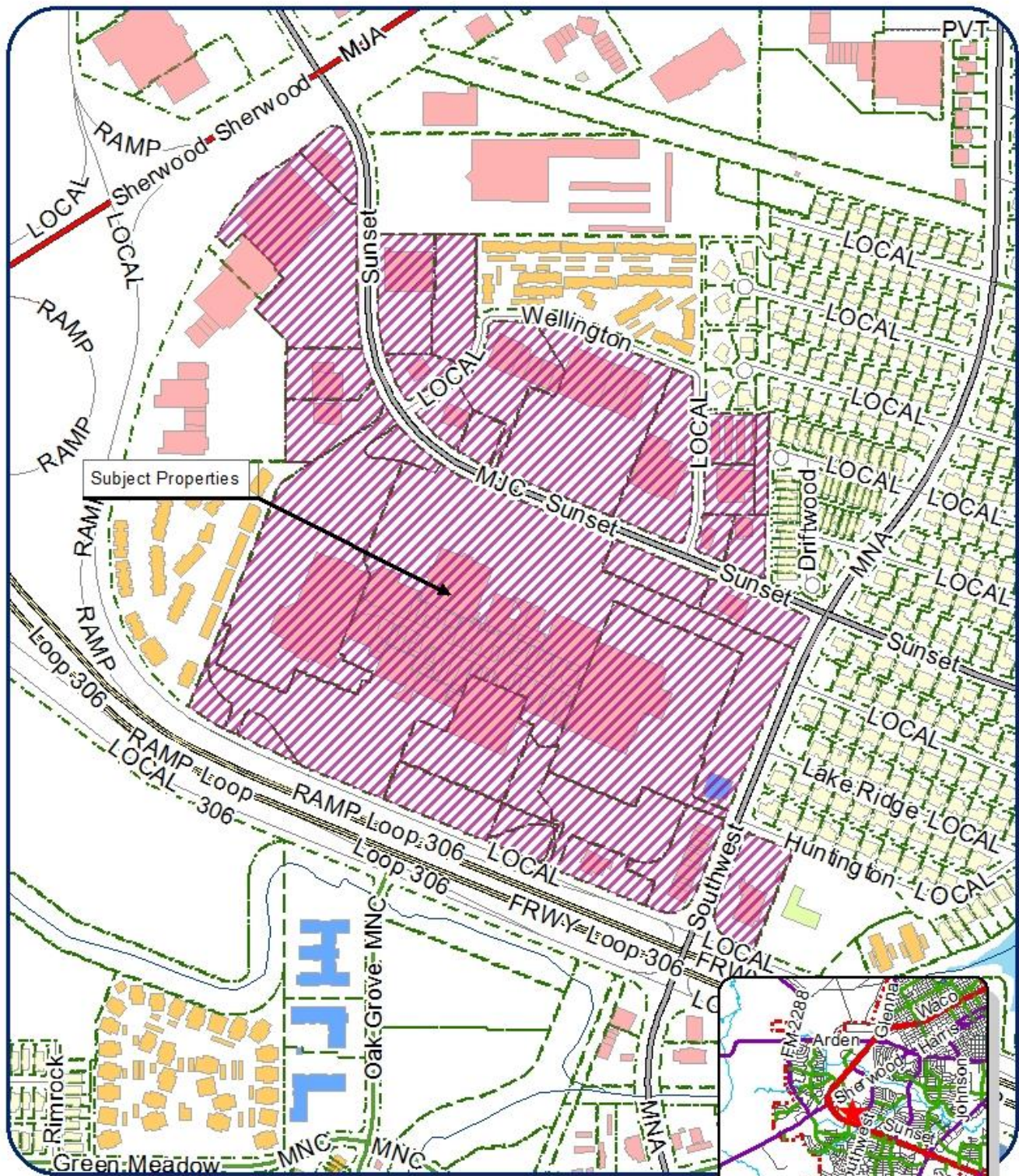
Attachments:

1. Aerial Map
2. Zoning Map
3. Future Land Use (FLU) Map
4. Thoroughfare Map
5. Notification Map
6. Letters of Favor and Opposition
7. Photos of Businesses Effected









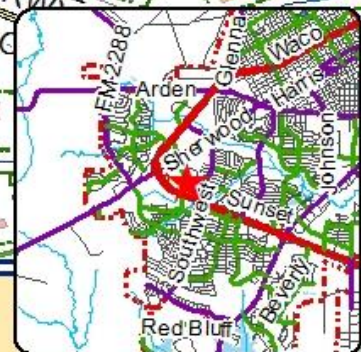
Thoroughfare Map

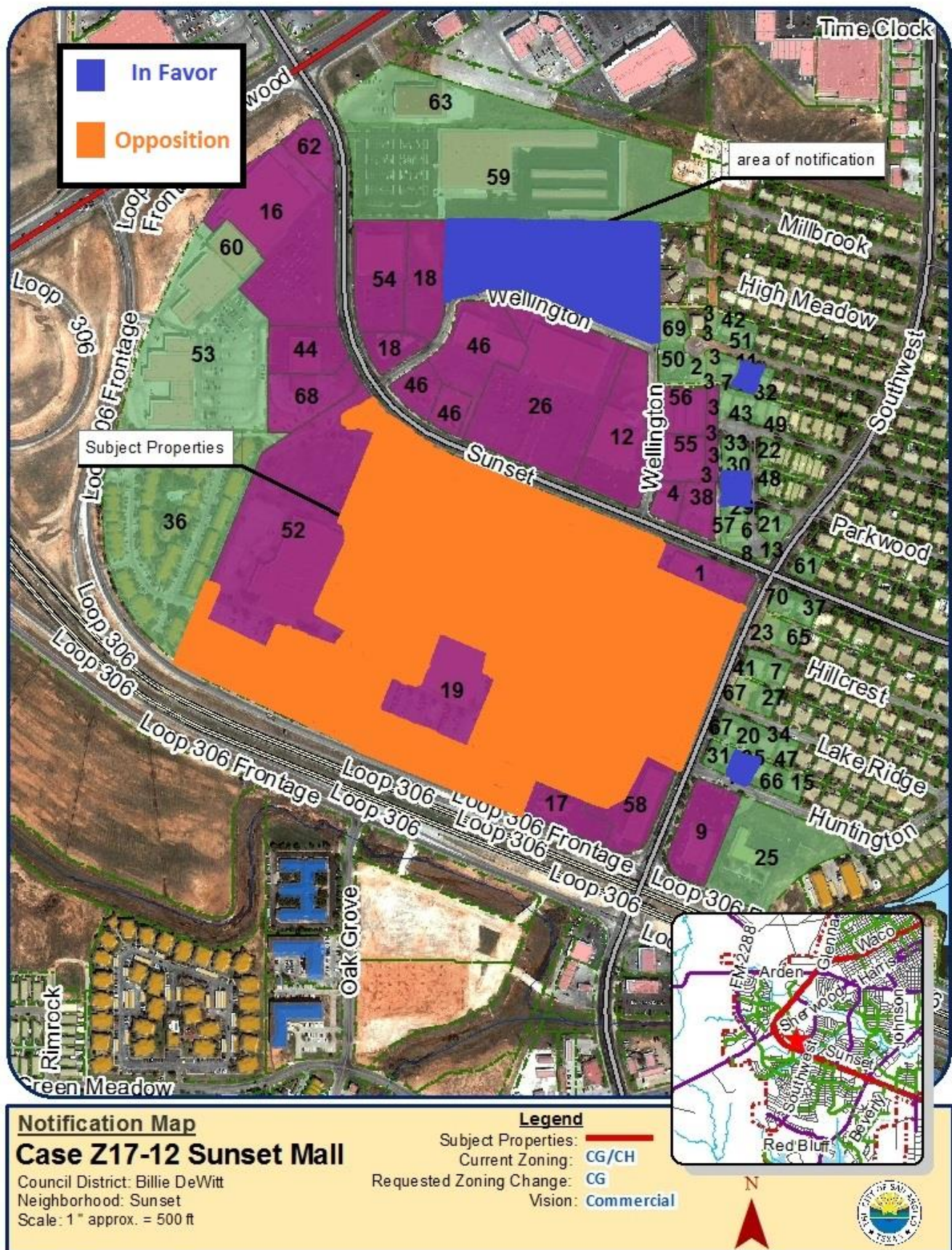
Case Z17-12 Sunset Mall

Council District: Billie DeWitt
Neighborhood: Sunset
Scale: 1" approx. = 500 ft

Legend

Subject Properties:
Current Zoning: CG/CH
Requested Zoning Change: CG
Vision: Commercial





Sunset Mall's Opposition Letter



September 13, 2017

The City of San Angelo
Planning Commission
52 West College Avenue
San Angelo, Texas 76903

Re: Public Hearing for a Zone Change Z17-12 – Sunset Mall

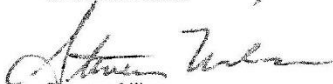
Dear Planning Commission Members,

A Public Hearing is scheduled to be held on September 18th, 2017 for approval of a Zone Change from the current CG/CH Zoning District that is currently in place to a General Commercial (CG) Zoning District. We have reviewed the change and offer the following in opposition to this Zoning Change:

1. Eliminating Heavy Commercial uses would limit our ability to attract retailers that perform car maintenance services. If Sears decided to perform full service vehicle maintenance this would not be allowed in the rezoned area.
2. We would not be allowed to have a distribution center under the proposed zoning. So, if the future holds that retailers like JC Penney or Victoria Secret decide to convert their current operations strategy to provide for their "bricks and mortar" locations to also be local distribution centers focused on home delivery of merchandise purchased over the internet, this would not be allowed under the proposed zoning change.
3. Game Halls are not allowed under the proposed zoning which would eliminate leasing to a retailer like Dave & Busters, a Trampoline Park, or any larger amusement type use. In our negotiations, we are in tremendous competition for delivery of space with many markets. Even minor complications can hinder us from being selected as a location for a retailer's business especially if a market with a similar makeup has no issues to overcome.
4. A Plant Nursery would not be allowed, and so a retailer like Walmart would not be able to sell landscape materials, gardening materials, fertilizers, live plants, trees, shrubs, etc. that makeup a Plant Nursery.

We are at a time in retailing history where we are in need of additional uses to fill our real estate and with adaptations that are blending traditional retail with other non-traditional uses. The consumer is demanding an unprecedented amount of merchandise choices. Manufacturing is now blending with retailing and shipping is now the front line for retailers like Amazon and these uses would not be allowed under the proposed zoning change. If we now have our uses condensed in any fashion it will run contrary to the prevailing changes in the real world. The mall provides many benefits to the San Angelo community, including jobs for residents, a significant amount of tax revenue and a place for residents and visitors to enjoy shops, restaurants and entertainment. For the mall to continue to be a viable business we need to have all of the above options open to us so that we can continue to have a positive impact on the San Angelo economy and community in the years to come.

We thank you for hearing us as we look forward to voicing our opposition of this change to the zoning at Sunset Mall.


Steven Niles
General Manager
Sunset Mall

4001 Sunset Drive – Suite # 1182 – San Angelo, TX 76904

325-949-1947 ph – 325-224-0847 fax – www.sunsetmall.com

Businesses Subject to the Rezoning

Shannon and Aspen Dental



Target



Blue Cross Blue Shield



Old Town Buffet Strip Mall and Hero's Gym



Big Lots



Sunset Mall



Red Lobster



The Magic Spot



The Corners Plaza



4240 Meats and Sweets



Shannon Clinic



Chili's



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTIES: **4240 Southwest Boulevard, 4241 Southwest Boulevard, 3903 Sunset Drive, 3930 Sunset Drive, 3950 Sunset Drive, 4001 Sunset Drive, 4002 Sunset Drive, 4102 Sunset Drive, 4112 Sunset Drive, 4132 Sunset Drive, 4141 Sunset Drive, 4151 Sunset Drive, 4160 Sunset Drive, 4235 Sunset Drive, 4238 Sunset Drive, 4251 Sunset Drive, 5000 Sunset Drive, 6000 Sunset Drive, 4002 Wellington Street, 4052 Wellington Street, 3950 West Loop 306, Abstract: a-3944, Survey 0001, Survey: A E White, Tract 4 Section 1, Sunset Mall Addition, Section 1, Sunset Mall Addition, Replat, and Tract 11 Section 1, Sunset Mall Addition; generally located at or near Sunset Mall, City of San Angelo, Texas, compromising a total of 92.36 acres, FROM GENERAL COMMERCIAL/HEAVY COMMERCIAL (CG/CH) ZONING DISTRICT TO GENERAL COMMERCIAL (CG) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed General Commercial District (CG); and,

WHEREAS, on the 17th day of October, 2017, City Council held a public hearing on Z17-12, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned GENERAL COMMERCIAL (CG) District:

The real property located at 4240 Southwest Boulevard, 4241 Southwest Boulevard, 3903 Sunset Drive, 3930 Sunset Drive, 3950 Sunset Drive, 4001 Sunset Drive, 4002 Sunset Drive, 4102 Sunset Drive, 4112 Sunset Drive, 4132 Sunset Drive, 4141 Sunset Drive, 4151 Sunset Drive, 4160 Sunset Drive, 4235 Sunset Drive, 4238 Sunset Drive, 4251 Sunset Drive, 5000 Sunset Drive, 6000 Sunset Drive, 4002 Wellington Street, 4052 Wellington Street, 3950 West Loop 306, Abstract: a-3944, Survey 0001, Survey: A E White, Tract 4 Section 1, Sunset Mall Addition, Section 1, Sunset Mall Addition, Replat, and Tract 11 Section 1, Sunset Mall Addition, compromising a total of 92.36 acres,

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit A** of this Ordinance.

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

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

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

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

INTRODUCED on the **17th day of October, 2017**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of November, 2017**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

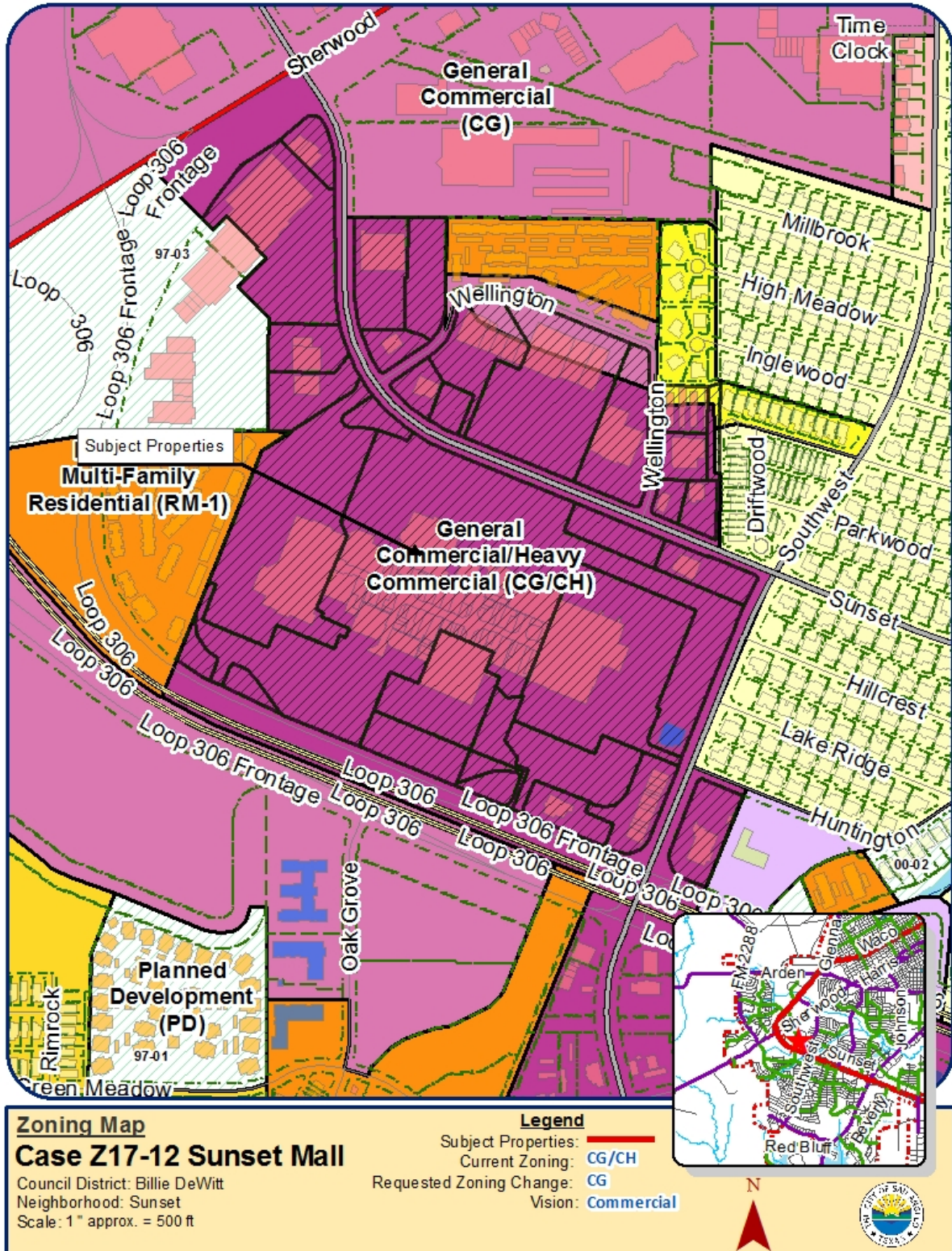
ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Exhibit A



REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Jon James, Director of Planning & Development Services, Planning and Development Services, x1180

Meeting Date: October 17, 2017

Item type: Regular Item

Caption:

Consideration of routine Planning and Development Services Items - (Presentation by Planning & Development Services Director Jon James)

1. First reading and public hearing of an ordinance for PD17-01 a rezoning from the General Commercial (CG) Zoning District and General Commercial/Heavy Commercial (CG/CH) Zoning District to a Planned Development (PD) Zoning District to allow for multifamily apartments, located approximately 700 feet southwest of the intersection of Martin Luther King Drive and West 29th Street
2. First reading and public hearing of an ordinance for PD17-04 a rezoning from the General Commercial (CG) Zoning District to the Planned Development (PD) Zoning District to allow for Group Living, Household Living, and Retail Sales and Services, located at 4268 Sherwood Way
3. First reading and public hearing of an ordinance for Z17-13 a rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District, located at 2802-2822 Houston Street
4. First reading and public hearing of an ordinance to change "Lighthouse Lane" to "Chesney Lane," over a 120 foot length of this street's right-of-way extending southeast from Aspen Avenue

Summary/History:

This item consists of all items heard by the Planning Commission for which (1) staff is recommending approval, (2) the Planning Commission recommended approval by a unanimous vote, and (3) there has been no registered opposition to the case to date. The public hearing requirement shall be consolidated into 1 public hearing for all items.

1. The applicant has submitted this Planned Development (PD17-01) rezoning request for a new three-story, 72-unit multifamily apartment complex (Kirby Commons) immediately west of PD16-01 (Kirby Park Villas) which was approved by City Council on June 12, 2016 for seniors independent living. A site concept plan, elevations of the three apartment buildings and future clubhouse, and a landscape plan have been included as part of this request.
2. The applicant originally applied for, and had approved, a Conditional Use (CU17-06) to allow for Household Living in the General Commercial Zoning District on an apartment complex called the Red Arroyo Inn. The inn currently is in operation as an apartment complex, though its Certificate of Occupancy is for Hotel/Motel/Tourist Cabin. While the CU fixed the legal situation, the applicant has indicated he cannot meet the International Building Code (IBC) requirement for apartments. The Red Arroyo can be modified to become boarding rooms, however, boarding rooms are not a permitted land use under Household Living: they are classified as Group Living. Since Group Living is not allowed through a Conditional Use, the applicant is best served by a rezoning to Planned Development. This will allow boarding rooms (and apartments if the applicant ever chooses to do a major remodel) and the continuation of the current retail establishments located on the same lot.

3. This is an application to rezone from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residence (RS-1) Zoning District. The applicant is seeking to build single-family homes on existing lots in an area primarily consisting of single-family neighborhoods.

4. This is an application for a Street Name Change for Lighthouse Lane to Chesney Lane. The request is to rename a 120-foot length of this street's right-of-way beginning at Aspen Avenue continuing southeast. If approved, this would allow the entire street to be consistently named.

Financial Impact:

N/A

Other Information/Recommendation:

On September 18, 2017, the Planning Commission recommended APPROVAL of all of these requests by a vote of 7-0.

Attachments:

- | | | |
|----|-----------------------------------|---|
| 1. | Staff Report - PD17-01 | PL_PD17-01 report.pdf |
| 2. | Ordinance - PD17-01 | PL_PD17-01_ORDINANCE FINAL.docx |
| 3. | Staff Report - PD17-04 | PL_Staff Report PD17-04.pdf |
| 4. | Ordinance - PD17-04 | PL_PD17-04_RED_ARROYO_ORD_MERGED Final Ordinance.docx |
| 5. | Staff Report - Z17-13 | CC Staff Report Z17-13 Pierce.pdf |
| 6. | Ordinance - Z17-13 | PL_Z17-13_PIERCE_ORD_MERGED.docx |
| 7. | Staff Report - Street Name Change | CC Street Name Change Staff Report.pdf |
| 8. | Ordinance - Street Name Change | 17-XXX_PL_LIGHTHOUSE_TO_CHESNEY_ST_NAME_ORD.docx |

Presentation:

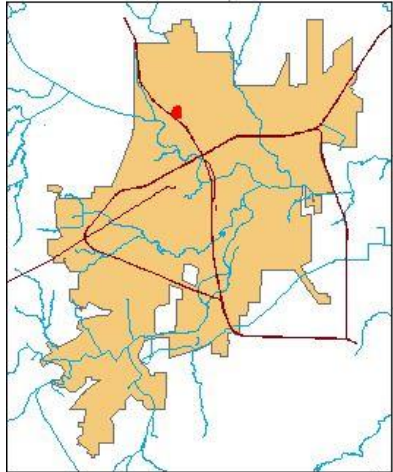
Jon James

Approvals/Reviews:

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

CITY COUNCIL – October 17 and November 7, 2017
STAFF REPORT



APPLICATION TYPE:		CASES:	
Planned Development (PD) Rezoning		PD17-01: 87 & 29, LLC	
SYNOPSIS:			
The applicant has submitted this Planned Development (PD17-01) rezoning request for a new three-story, 72-unit multifamily apartment complex (Kirby Commons) immediately west of PD16-01 (Kirby Park Villas) which was approved by City Council on June 12, 2016 for seniors independent living. The applicant has submitted a site concept plan, elevations of the three apartment buildings and future clubhouse, and a landscape plan. The proposed red brick veneer on the ground floor and tan color cement board siding on the upper floors will be consistent with these colors and materials approved as part of PD16-01. The applicant's site plan delineates sidewalk connections through the property, including sidewalks extending east to PD16-01 and north along a future road access to West 29th Street.			
LOCATION:		LEGAL DESCRIPTION:	
Unaddressed tract; generally located approximately 700 feet southwest of the intersection of Martin Luther King Drive and West 29 th Street.		Being 5.244 acres out of 15.704 acres in the Lakeview Towne Center Subdivision, Section One, Part of Lot 27, City of San Angelo, Texas.	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FUTURE LAND USE:
SMD District #4 – Lucy Gonzales Blackshear Neighborhood		CG – General Commercial and CG/CH - General Commercial/Heavy Commercial	NC - Neighborhood Center
			SIZE:
			5.244 acres
THOROUGHFARE PLAN:			
<i>There is currently no thoroughfare connection but the applicant's site plan delineates a future street connection to West 29th Street, an Urban Arterial Street</i> Required: 80' right-of-way, 64' pavement Provided: 90' right-of-way, 60' pavement (any additional widenings would be a required at the platting stage)			
NOTIFICATIONS:			
Nine notifications mailed within 200-foot radius on September 7, 2017. Zero were received in support or opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed Rezoning from the General Commercial (CG) Zoning District and General Commercial/Heavy Commercial (CG/CH) Zoning District to a Planned Development (PD) Zoning District to allow for multifamily apartments on the subject property, subject to 8 conditions of approval.			
PROPERTY OWNER/PETITIONER:			
<i>Property Owner: 87 & 29, LLC</i> <i>Applicant: Paul Holden, Zimmerman Properties, LLC</i>			
STAFF CONTACT:			
Jeff Fisher, AICP Senior Planner (325) 657-4210, Extension 1550 jeff.fisher@cosatx.us			

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

1. **Compatible with Plans and Policies. *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*** The proposed Planned Development (PD) Zoning with RM-2 development standards would appear to be consistent with the Comprehensive Plan's Future Land Use designation of "Neighborhood Center." Neighborhood Centers "promote a mix of various uses at key intersections to encourage the necessary infill, densification, and walkability necessary for Neighborhood Centers." This Neighborhood Center corridor includes large blocks of retail commercial development at the Martin Luther King Drive and West 29th Street intersection including Wal-Mart and the Lake View Towne Center retail plaza. The policies also state that "residents of neighborhoods should be able to meet their daily shopping needs within approximately ½ mile of their home." A Planned Development in this location to allow for a multifamily apartment complex would be consistent with the Neighborhood Center policies encouraging a mix of uses within this radius. In addition, the policies also recommend creating "new pedestrian linkages between neighborhoods and their associated Neighborhood Centers." The installation of new sidewalk connections extending east to the adjacent apartment complex and north to a future sidewalk on West 29th Street across from the Wal-Mart store provides additional convenience for residents. The residents of the new complex can satisfy their shopping needs within walking distance in a safe manner utilizing this sidewalk connection.
2. **Consistent with Zoning Ordinance. *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.*** The proposed apartment complex will comply with the recommended High Rise Multifamily Residential (RM-2) development standards including minimum lot area, minimum lot width and depth, and all required setbacks. The RM-2 development standards allow a maximum density of 35 units/acre and the proposed 72 units over 5.244 acres would be only 40% of build-out capacity or 14 units/acre. The applicant's site plan delineates adequate parking at 134 parking spaces. The 42, 2-bedroom units require 1.75 spaces/unit and the 30, 3-bedroom units would require 2.0 spaces/unit for a total of 134. The proposed amendment would not appear to conflict with any portion of the Zoning Ordinance. A 26-foot wide fire access line as required by the Fire Marshall's Office has been provided through the site and in between parking aisles, exceeding the minimum 24-foot maneuvering area in the Zoning Ordinance for two-way traffic circulation. As a condition of approval, the applicant will be required to plat the property with a direct and abutting connection to a public street, as required by Chapter 9.III of the Land Development and Subdivision Ordinance. The site plan submitted delineates a future 26-foot wide abutting connection to West 29th Street, and this configuration would be consistent with the Ordinance requirement.
3. **Compatible with Surrounding Area. *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.*** The proposed use will be compatible with surrounding land uses. The new apartment complex is immediately west of the recently approved seniors apartment complex to the east (PD16-01) and sidewalk connections to this development will provide a continuous flow of residential connectivity throughout the area extending east to Martin Luther King Drive. The development is also within walking distance of the Wal-Mart store, Walgreens pharmacy, and retail plaza to the north. A proposed stormwater detention pond at the southwest of the site, as well as future landscaping along the west side of the property, will provide adequate separation and screening from commercial uses along North Bryant Boulevard.

4. **Changed Conditions.** **Whether and the extent to which there are changed conditions that require an amendment.** The current CG and CG/CH zoning make sense for properties immediately abutting North Bryant Boulevard as commercial uses continue to develop here. However, the area to the east continues to be developed residentially, consistent with Kirby Park Villas (PD16-01) approved last year by City Council located immediately east, and the established residential neighborhood along Martin Luther King Drive further east. The previous PD16-01 also changed the CG zoning at the time to allow the Planned Development for seniors living. The subject multifamily apartment complex would be a logical extension of this development, providing a health balance of residential and commercial development, consistent with the Neighborhood Center designation in the City's Comprehensive Plan.
5. **Effect on Natural Environment.** **Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.** Staff does not believe there would be any adverse impacts on the natural environment from the proposed apartment complex. Future development will require building permits which would include a review of grading, drainage, and stormwater runoff to further ensure there are no negative environmental impacts. The applicant's site plan and landscape plan shows a stormwater detention pond at the southwest corner of the property which should mitigate any drainage issues and which will be reviewed by Engineering Services prior to development.
6. **Community Need.** **Whether and the extent to which the proposed amendment addresses a demonstrated community need.** Planning Staff believe there is a community need for an apartment complex in this location, particularly one that is affordable. The City of San Angelo's Neighborhood Revitalization Plan updated in January 2014 designates the subject property within a "Community Development Target Area" for revitalization within the Blackshear Neighborhood. The report indicates that 71% of households in this neighborhood are considered low income. The applicant has indicated that 85% of the units will be income restricted, and only 15% will be rented at market rate, which will assist in meeting the Revitalization Plan objectives. In addition, the City of San Angelo Development Corporation provided a \$10,000 loan for construction of the project. The loan is pending awarding of the project by the Texas Department of Housing and Community Affairs as part of its Low Income Housing Tax Credit (LIHTC) program.
7. **Development Patterns.** **Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.** The subject development will have access through a private driveway to Kirby Park Villas (PD16-01) located immediately to the east which will allow access to Martin Luther King Drive. As mentioned, while the subject zone change will only constitute an internal 5.244-acre tract adjacent to Kirby Park Villas, the site plan delineates a future connection to West 29th Street, a major arterial road designed to accommodate large traffic volumes. Planning Staff believe that the additional housing units will not adversely affect any current traffic patterns, given required access onto an existing arterial road in future, which can accommodate this additional traffic.

Planning Commission Recommendation:

On September 18, 2017, the Planning Commission recommended **APPROVAL** of a Rezoning from the General Commercial (CG) Zoning District and General Commercial/Heavy Commercial (CG/CH) Zoning District to a Planned Development (PD) Zoning District to allow for multifamily apartments on the subject property. The following is the complete excerpt of the draft minutes from the September 18, 2017, meeting for this case:

Jeff Fisher, Senior Planner, presented the case. He displayed a location map and indicated that the proposed apartment complex would be located immediately west of a seniors housing complex which came before Planning Commission in 2016 as PD16-01, and which was later approved by City Council. He indicated that the proposed development, "Kirby Commons," would be under a separate ownership structure, and therefore, required a new Planned Development (PD). Mr. Fisher explained that the new development intended to have a future connection to West 29th Street as well as a sidewalk connecting to West 29th Street and another sidewalk connecting to the PD16-01 development. Mr. Fisher concluded his presentation by outlining Staff's rationale for recommending approval, which included that the new development is consistent with the adjacent seniors apartments; that the development would comply with all RM-2 zoning standards; that the development was close to commercial amenities including Wal-Mart, Walgreens and retail shopping centers; and that the City had identified this area as a Community Development Target Area and was providing a construction loan for the project.

Chairperson Priess opened the meeting for public comment.

Paul Holden of Zimmerman Properties, and the applicant for the project, spoke in support of the development. He indicated that he expects to receive funding for the project this October and intends to have the zoning approved by then in order to move forward. He believed that the development would be a good transition between land use types and that the stop light and crosswalk on West 29th Street would allow safe crossing for residents of the development to the Wal-Mart north of West 29th Street.

Chairperson Priess asked if this development would be for seniors only. Mr. Holden responded this development would be a mix of affordable and market housing without age restrictions.

Commissioner Farmer made a Motion to recommend APPROVAL of a Rezoning from the General Commercial (CG) Zoning District and General Commercial/Heavy Commercial (CG/CH) Zoning District to a Planned Development (PD) Zoning District to allow for multifamily apartments, with the eight conditions of approval as presented by staff. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 7-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Rezoning from the General Commercial (CG) Zoning District and General Commercial/Heavy Commercial (CG/CH) Zoning District to a Planned Development (PD) Zoning District to allow for multifamily apartments on the subject property, **subject to following 8 Conditions of Approval:**

1. Except as otherwise specified or limited below, the use and development of the subject property shall generally conform to the High Rise Multi-Family Residence (RM-2) Zoning District, unless specified as otherwise. All activities shall be limited to those associated with a multi-family development.

2. Overall site use shall be in accordance with the Concept Plan. Major changes to the usage of this property shall be approved through an amendment to this Planned Development District with approval from the Planning Commission and City Council. Minor deviations may be approved by the Planning Director, provided no changes to the Zoning Ordinance are required.
3. Building facades shall be consistent and unified in architectural style, colors and materials, as detailed in the Building Elevations. The applicant shall submit a final color palette showing all proposed building colors to the Director of Planning & Development Services for approval. Additional building façade material types may be approved at the discretion of the Planning Director.
4. The applicant shall submit a Final Landscape Plan for review and approval by the Planning and Development Services Director prior to development showing additional screening along sides of the property adjacent to commercial zoning and uses. The final version may include such other revisions as deemed necessary by the Director.
 - A. Xeriscaping and water use reduction strategies shall be incorporated into overall landscape design through the use of drought tolerant plant species native and well suited to West Texas.
 - B. Landscaped areas may include planters, brick, stone, natural forms, or other landscape features that provide a park-like setting.
 - C. Landscaped areas, or plants, adjacent to pavement must be protected with a concrete curb or equivalent barrier such as:
 1. Asphalt curbs;
 2. Railroad ties (anchored);
 3. Rock or stone curbs (anchored); or
 4. Wheelstops (anchored).
 - D. Landscaping plant material shall be of healthy stock, be native and naturalized, and have low water requirements.
 - E. Dying or diseased landscaping plant material shall be replaced with an equivalent plant material.
 - F. Adequate soil depth and width to encourage healthy growth shall be provided.
 - G. The property owner shall be responsible for the irrigation of all required landscape areas and plant materials, utilizing one or a combination of the following methods:
 1. An automatic or manual underground irrigation system;
 2. A drip irrigation system;
 3. A rainwater capture system or equivalent; or
 4. Any other comparable method.
 - H. Landscaped areas planted with native grasses and wildflowers may use a temporary and above ground irrigation system and shall be required to provide irrigation only for the first 2 growing seasons.
 - I. Irrigation methods used shall:
 1. Provide a moisture level in an amount and frequency adequate to sustain growth of the plant material on a permanent basis; and
 2. Be maintained and kept operational at all times to provide for efficient water distribution.

-
- J. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
 - K. All landscaping plants on the approved Landscape Plan, shall be a minimum 4 inch caliper and a height of 3 feet at time of planting. Shrubs and other plant material shall be a maximum of 36 inches in height. Trees shall have a minimum 72 inch clearance from grade to the lowest branches.
- 5. An Urban Design Review for the buildings, coloring, materials, landscaping, fencing, and other site features shall be submitted and approved by the Planning Director, and be maintained on file in the offices of the Planning Division.
 - 6. The sidewalks as shown on the Concept Plan shall be no less than five feet in width, shall be installed prior to the issuance of a certificate of occupancy, and shall meet all TAS accessibility standards.
 - 7. No outdoor storage shall be allowed within the boundaries of this Planned Development District.
 - 8. No development shall occur until a Replat for the subject 5.244-acre property, as well as additional land that includes a minimum 26-foot wide direct and abutting access to a public street right-of-way is recorded with the Tom Green County Clerk.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Site Concept Plan
Landscape Plan
Color Renderings of Proposed Buildings
Application



Planned Development Case File

PD17-01: 87 & 29 LLC

Council District: Lucy Gonzales (SMD#4)

Neighborhood: Blackshear

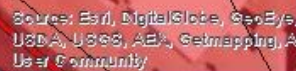
Scale: 1" approx. = 175 ft

Subject Property: Unaddressed tract, 5.52 acres

Legend

Subject Properties: —
Current Zoning: **CG and CG/CH**
Requested Zoning Change: **N/A**
Vision: **Neighborhood Center**





Legend

Subject Properties: ██████████

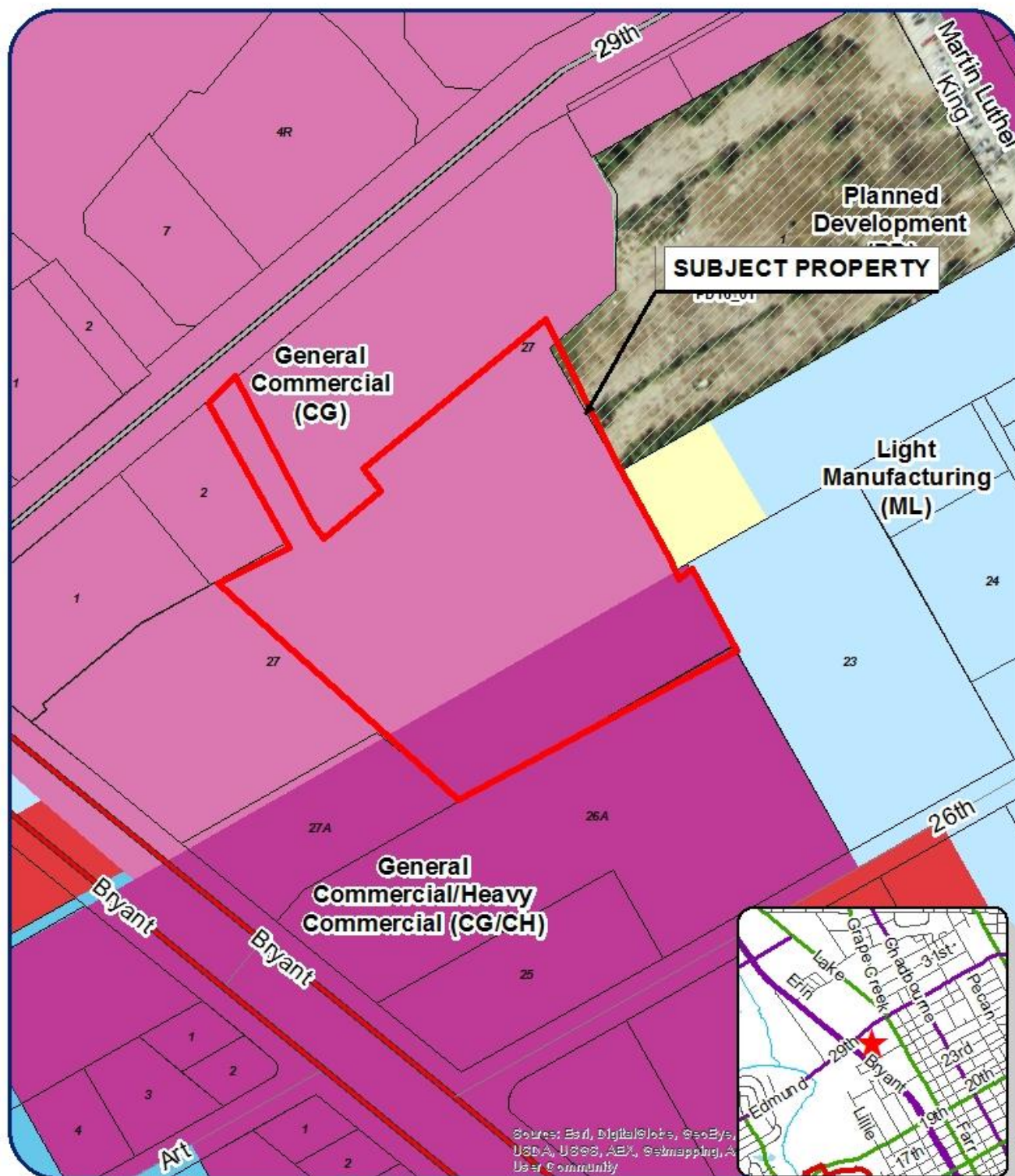
Current Zoning: CG and CG/CH

change: N/A

Vision: **Neighborhood Center**

N





Planned Development Case File

PD17-01: 87 & 29 LLC

Council District: Lucy Gonzales (SMD#4)

Neighborhood: Blackshear

Scale: 1" approx. = 175 ft

Subject Property: Unaddressed tract, 5.52 acres

Legend

Subject Properties: —

Current Zoning: **CG and CG/CH**

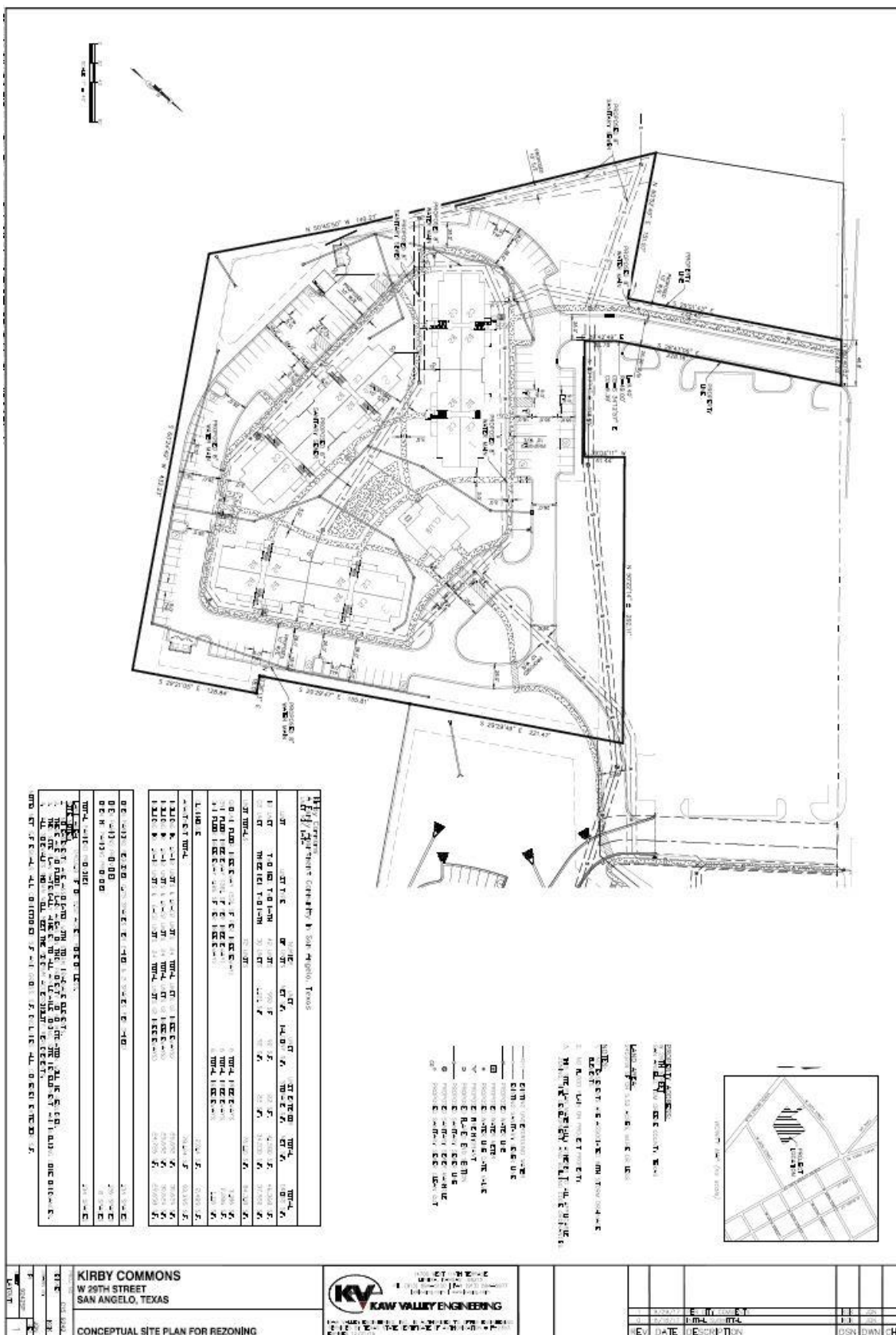
Requested Zoning Change: **N/A**

Vision: **Neighborhood**

Center



SITE CONCEPT PLAN



LANDSCAPE PLAN



**BUILDING 1 AND 2 ELEVATIONS
(COLORS AND MATERIALS TO MATCH PD16-01 BELOW)**



Kirby Commons
72 Unit Family Community in San Angelo, Texas



Parker Associates
Tulsa, LLC
2202 East 48th Street, #203
Tulsa, Oklahoma 74105
(918)-742-2485

VCZ-O'Brien
Development
LLC
1730 E. Republic, Rd.
P.O. Box 2737
Springfield, MO. 65808



BUILDING 3 ELEVATIONS (COLORS AND MATERIALS TO MATCH PD16-01 BELOW)



Kirby Commons

72 Unit Family Community in San Angelo, Texas



1 EAST - BACK ELEVATION

Zimmerman Properties, LLC

February 23, 2017

Rebeca Guerra
City of San Angelo
52 W. College Avenue
San Angelo, Texas 76903

Re: Kirby Commons Apartments
Hold Harmless Agreement
5.244-acres of land
W. 29th Street and Bryant Blvd.
San Angelo, Texas

Dear Rebeca:

Please be advised that Zimmerman Properties, LLC and the ZP Kirby Park Commons, LP has submitted a request for zoning change, and hereby agrees to hold the City of San Angelo, Texas and the members of the Zoning Commission, City Council, Mayor, and any other person or department of the city harmless in the event that the zoning request that has been submitted is denied or is not approved by the Zoning Commission or City Council for any reason.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Holden", with a stylized flourish at the end.

Paul Holden

Fisher, Jeff

From: info@cosatx.us
Sent: Friday, February 24, 2017 2:22 PM
To: Fawver, AJ; Guerra, Rebeca; Fisher, Jeff; Fee, David; Stallworth, David
Subject: City of San Angelo, TX: Zone Change application

A new entry to a form/survey has been submitted.

Form Name: Zone Change application
Date & Time: 02/24/2017 12:21 PM
Response #: 5
Submitter ID: 15290
IP address: 24.155.69.168
Time to complete: 24 min. , 17 sec.

Survey Details

Page 1

This application must be signed and dated before it will be processed. To sign the application, visit the Planning division in the Community Development Building, 52 W. College Ave., adjacent to City Hall. Offices are open from 8 a.m.-noon and from 1 p.m.-5 p.m. Mondays-Fridays. For more information, call [325-657-4210](tel:325-657-4210).

1. Applicant info:

Name of applicant(s): Paul Holden, Zimmerman Properties, LLC
Owner or representative (affidavit required for the latter): 89 & 29, LLC
Mailing address (street, city, state, ZIP): 300 S. CM Allen Parkway, San Marcos, TX 78666
Telephone: 512-970-8250
Email: pholden52@gmail.com

2. Location info:

Subject property address and/or location: 617 W. 29th Street, San Angelo, TX 76903
Legal description: A portion of Lot 27, section One, Lake View Town Center, City of San Angel, Tom Green County, TX.
Lot size: 5.244-Acres
Zoning: CG - General Commercial
Existing use of property: Vacant Land
Proposed use of property: Multifamily
Requested zone change: PD

3. I acknowledge the information provided above is true and correct.

(o) Yes

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **An unaddressed tract; generally located approximately 700 feet southwest of the intersection of Martin Luther King Drive and West 29th Street; more specifically being 5.52 acres out of 10.586 acres in the Lakeview Towne Center Subdivision, Section One, Part of Lot 27, City of San Angelo, Texas,** FROM THE GENERAL COMMERCIAL (CG) ZONING DISTRICT AND GENERAL COMMERCIAL/HEAVY COMMERCIAL (CG/CH) ZONING DISTRICT TO A PLANNED DEVELOPMENT (PD) ZONING DISTRICT TO ALLOW FOR MULTIFAMILY APARTMENTS; AND PROVIDING FOR SEVERABILITY

RE: PD17-01: 87 & 29, LLC

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve with conditions the proposed PD District; and,

WHEREAS, on the 17th day of October, 2017, City Council held a public hearing on PD17-01, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic Zoning Ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned Planned Development (PD) District for a multifamily apartment complex;

An unaddressed tract; generally located approximately 700 feet southwest of the intersection of Martin Luther King Drive and West 29th Street; more specifically being 5.52 acres out of 10.586 acres in the Lakeview Towne Center Subdivision, Section One, Part of Lot 27, City of San Angelo, Texas, zoned General Commercial (CG) Zoning District and General Commercial/Heavy Commercial (CG/CH) Zoning District, shall henceforth be permanently zoned as follows: Planned Development (PD17-01) Zoning District to allow for multifamily apartments.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit A** of this Ordinance (PD Boundary Map).

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

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

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

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

SECTION 7: Except as otherwise specified or limited below, the use and development of the subject property shall generally conform to the **High Rise Multi-Family Residential (RM-2)** Zoning District, unless specified as otherwise. All activities shall be limited to those associated with a multi-family development.

SECTION 8: Overall site use shall be in accordance with the **Concept Plan** shown in **Exhibit A** of this Ordinance. Major changes to the usage of this property shall be approved through an amendment to this Planned Development District with approval from the Planning Commission and City Council. Minor deviations may be approved by the Planning Director, provided no changes to the Zoning Ordinance are required.

SECTION 9: Building facades shall be consistent and unified in architectural style, colors and materials, as detailed in the Building Elevations shown in **Exhibit A** of this Ordinance. The applicant shall submit a final color palette showing all proposed building colors to the Director of Planning & Development Services for approval. Additional building façade material types may be approved at the discretion of the Planning Director.

SECTION 10: The applicant shall submit a Final Landscape Plan for review and approval by the Planning and Development Services Director prior to development showing additional screening along sides of the property adjacent to commercial zoning and uses. The final version may include such other revisions as deemed necessary by the Director.

- A. Xeriscaping and water use reduction strategies shall be incorporated into overall landscape design through the use of drought tolerant plant species native and well suited to West Texas.
- B. Landscaped areas may include planters, brick, stone, natural forms, or other landscape features that provide a park-like setting.

- C. Landscaped areas, or plants, adjacent to pavement must be protected with a concrete curb or equivalent barrier such as:
 - 1. Asphalt curbs;
 - 2. Railroad ties (anchored);
 - 3. Rock or stone curbs (anchored); or
 - 4. Wheelstops (anchored).
- D. Landscaping plant material shall be of healthy stock, be native and naturalized, and have low water requirements.
- E. Dying or diseased landscaping plant material shall be replaced with an equivalent plant material.
- F. Adequate soil depth and width to encourage healthy growth shall be provided.
- G. The property owner shall be responsible for the irrigation of all required landscape areas and plant materials, utilizing one or a combination of the following methods:
 - 1. An automatic or manual underground irrigation system;
 - 2. A drip irrigation system;
 - 3. A rainwater capture system or equivalent; or
 - 4. Any other comparable method.
- H. Landscaped areas planted with native grasses and wildflowers may use a temporary and above ground irrigation system and shall be required to provide irrigation only for the first 2 growing seasons.
- I. Irrigation methods used shall:
 - 1. Provide a moisture level in an amount and frequency adequate to sustain growth of the plant material on a permanent basis; and
 - 2. Be maintained and kept operational at all times to provide for efficient water distribution.
- J. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
- K. All landscaping plants on the approved Landscape Plan, shall be a minimum 4 inch caliper and a height of 3 feet at time of planting. Shrubs and other plant material shall be a maximum of 36 inches in height. Trees shall have a minimum 72 inch clearance from grade to the lowest branches.

SECTION 11: An Urban Design Review for the buildings, coloring, materials, landscaping, fencing, and other site features shall be submitted and approved by the Planning Director, and be maintained on file in the offices of the Planning Division.

SECTION 12: The sidewalks as shown on the Concept Plan in **Exhibit A** of this Ordinance shall be no less than five feet in width, shall be installed prior to the issuance of a certificate of occupancy, and shall meet all TAS accessibility standards.

SECTION 13: No outdoor storage shall be allowed within the boundaries of this Planned Development District.

SECTION 14: No development shall occur until a Replat for the subject 5.244-acre property, as well as additional land that includes a minimum 26-foot wide direct and abutting access to a public street right-of-way is recorded with the Tom Green County Clerk.

INTRODUCED on the **17th day of October, 2017**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of November, 2017**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

Concept Plan

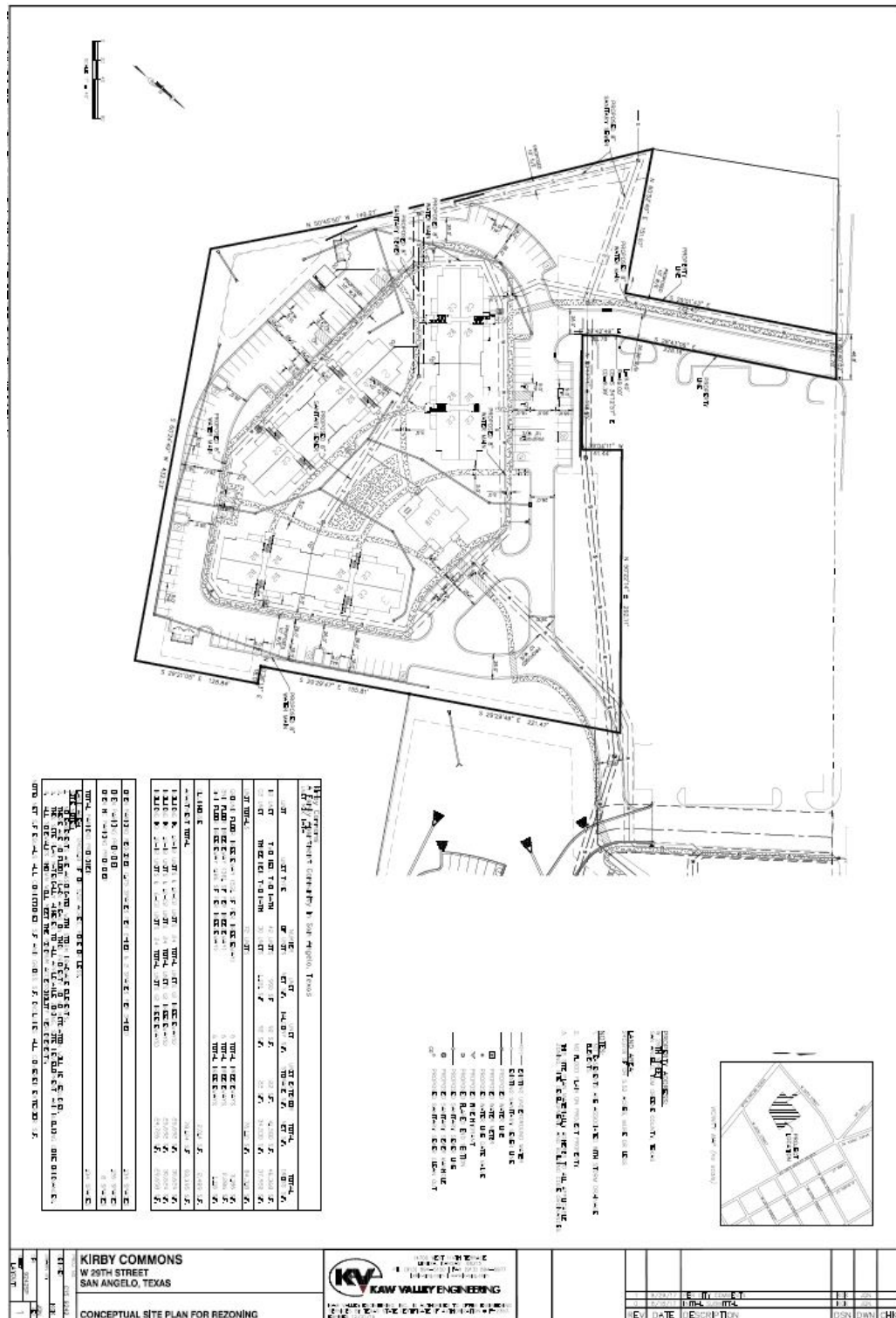


EXHIBIT "A"

Building Elevations – Buildings 1 and 2



Kirby Commons

72 Unit Family Community in San Angelo, Texas



Parker Associates
Tulsa, LLC
2002 East 45th Street, #200
Tulsa, Oklahoma 74105
(918)-745-2485



VCZ-O'Brien
Development
LLC

1730 E. Highway 84,
P.O. Box 2737,
Springfield, MO 65808

EXHIBIT "A"

Building Elevations – Building 3



Kirby Commons

72 Unit Family Community in San Angelo, Texas



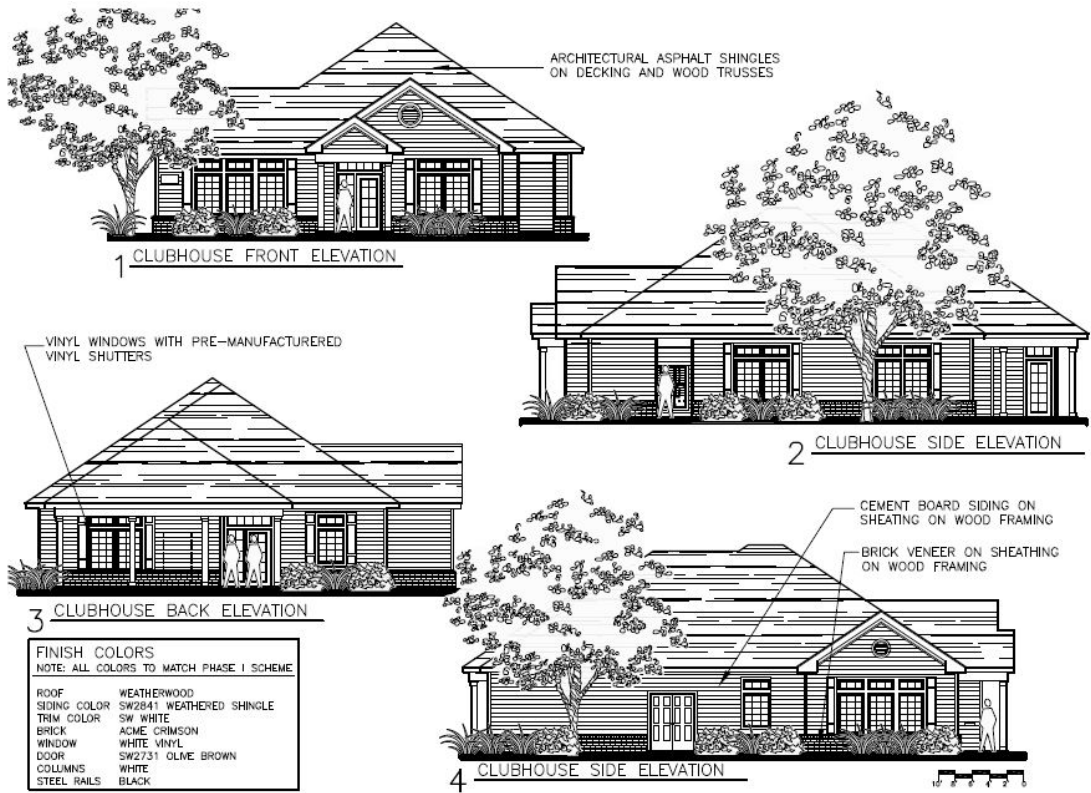
Parker Associates
Inc.
2202 East 49th Street, #200
Tulsa, Oklahoma 74105
(918) 462-4400

VCZ-O'Brien
Development
LLC

1730 E. Highway 84
P.O. Box 373
Springfield, MO 65808

EXHIBIT "A"

Building Elevations – Clubhouse



Kirby Commons
72 Unit Family Community in San Angelo, Texas



0 x 11.00 in

CITY COUNCIL – October 17, 2017 and November 7, 2017
STAFF REPORT



APPLICATION TYPE:		CASE:	
Planned Development (PD) Rezoning		PD17-04, Hughes (Red Arroyo Inn)	
SYNOPSIS:			
The applicant originally applied, and had been approved for, a Conditional Use (CU17-06) to allow for Household Living in the General Commercial Zoning District. The applicant owns an apartment complex called the Red Arroyo Inn. The inn currently is in operation as an apartment complex, though is listed as a Hotel, and its Certificate of Occupancy is for Hotel/Motel/Tourist Cabin. Staff has been in contact with the property owner since August of 2016 to rectify the situation. While the CU fixed the legal situation, the applicant has indicated he cannot meet the International Building Code (IBC) requirement for apartments. The Red Arroyo can be modified to become boarding rooms, however, boarding rooms are not a permitted land use under Household Living: they are classified as Group Living. Since Group Living is not allowed through a Conditional Use, the applicant is best served by a rezoning to Planned Development. This will allow boarding rooms (and apartments if the applicant ever chooses to do a major remodel) and the continuation of the current retail establishments located on the same lot.			
LOCATION:		LEGAL DESCRIPTION:	
4268 Sherwood Way, generally located 500 feet southwest of the intersection of Sherwood Way and Buick Street		Being 4.65 acres out of the Mer-Way Inc. Addition Consolidated, Section 3, Lot 5, City of San Angelo, Texas	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FLU:	SIZE:
SMD District #6 – Charlotte Farmer Bluffs Neighborhood	General Commercial (CG)	Commercial	4.65 acres
THOROUGHFARE PLAN:			
Sherwood Way – Major Arterial, Required 80' min. ROW, 64' min. pavement Actual 122' ROW, 64' pavement			
NOTIFICATIONS:			
22 notifications were sent out to property owners with 200 feet. Staff has received zero responses in favor and zero responses in opposition			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed Rezoning from the General Commercial (CG) Zoning District to the Planned Development (PD17-04) Zoning District to allow for a Household Living, Group Living, and Retail Sales & Services			
PROPERTY OWNER/PETITIONER:			
<i>Property Owner(s):</i> James Hughes <i>Agent:</i> Robert Trevino, Angelo Trucking			
STAFF CONTACT:			
Kristina Heredia Staff Planner (325) 657-4210, Extension 1546 kristina.heredia@cosatx.us			

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

1. **Compatible with Plans and Policies. *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.*** The Zoning Ordinance allows for the possibility of Household Living and Group Living in nonresidential Zoning Districts if certain criteria are met and the area in question is suitable for the type of residential dwelling(s) proposed. By the applicant's own admission, the Red Arroyo Inn is already being operated as a multi-family residence, and has been, albeit illegally, for over a year. The creation of a Planned Development is the best solution to allow the applicant the ability to keep all the businesses that are currently in existence as well as to bring the Red Arroyo into compliance with City plans and policies. Staff does not anticipate any adverse effects or impacts to the adjacent properties as the area appears to be commercial in nature with nearby hotels that also allow for extended stays beyond 30 days.
2. **Consistent with Zoning Ordinance. *Whether and the extent to which the proposed conditional use would conflict with any portion of this Zoning Ordinance.*** While the Zoning Ordinance allows for Household Living to be located in a commercial zoning district through the use of a Conditional Use, Group Living is not allowed through the same process. As the Red Arroyo was already granted a Conditional Use for Household Living, the best remedy for the situation is to supersede the Conditional Use, but allow Household Living to carry forth through the Planned Development, which also will also the necessary Group Living. A rezoning to a PD allows the applicant to keep the land use of Household Living that was granted, as well as the ability to utilize the Red Arroyo in its current setup which is consistent with Group Living as boarding rooms. Lastly, as there are two retail businesses located on the same lot, a PD will allow the continued use of those businesses without hindering their development.
3. **Compatible with Surrounding Area. *Whether and the extent to which the proposed conditional use is compatible with existing and anticipated uses surrounding the subject property.*** While Sherwood Way has a heavy commercial presence, it is surrounded by single-family residences to the north and south. There are also apartments on Arden Road, the Emerald Point Apartments, which are zoned General Commercial/Heavy Commercial (CG/CH) and are located approximately one mile to the east of the Red Arroyo Inn. Finally, nearby are several hotels that also allow for extended stays beyond 30 days.
4. **Changed Conditions. *Whether and the extent to which there are changed conditions that require an amendment.*** In July 2017, the applicant was approved for a Conditional Use to allow for Household Living. However, due to the current layout of the rental units, the applicant has indicated that it is more feasible for the Red Arroyo to convert to Group Living in a boarding room style than to convert to apartment homes. The change from a Conditional Use to a Planned Development is the only change necessary to allow the Red Arroyo to continue to function in its current capacity.

5. **Effect on Natural Environment.** *Whether and the extent to which the proposed conditional use would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* There are no anticipated additional effects or impacts on the natural environment as the Red Arroyo Inn is already built to its fullest capacity and is currently in operation as an apartment complex/boarding room facility. There may be construction impacts that will occur as the inn is updated to the correct standards for Group Living versus a Hotel/Motel setup, but it is anticipated that those effects will be short-lived and minimal in nature.
6. **Community Need.** *Whether and the extent to which the proposed conditional use addresses a demonstrated community need.* The fact that the Red Arroyo has current residences suggests that there is a tangible community need for multi-family and/or affordable housing opportunities in San Angelo.
7. **Development Patterns.** *Whether and the extent to which the proposed conditional use would result in a logical and orderly pattern of urban development in the community.* As previously stated, the area appears to be commercial in nature with nearby hotels that also allow for extended stays beyond 30 days. It is clear that there is already a residential presence in the area, thus allowing the rezoning to a Planned Development would appear to result in a logical pattern of development in the area.

Planning Commission Recommendation:

On September 18, 2017, the Planning Commission recommended APPROVAL of a rezoning from the General Commercial (CG) Zoning District to the Planned Development (PD) Zoning District, subject to two Conditions of Approval.

The following is the complete excerpt of the minutes from the September 18, 2017, meeting for this case:

Public hearing and consideration of a request for approval of a Rezoning from the General Commercial (CG) Zoning District to the Planned Development (PD) Zoning District to allow for Group Living, Household Living, and Retail Sales and Services, for property located at 4268 Sherwood Way.

Kristina Heredia, Planner, presented the case. She indicated that this case was originally brought forward and approved as a Conditional Use for household living but that the applicant decided to bring the item back as a Planned Development (PD) to meet Building Code requirements for a boarding house. Ms. Heredia outlined Staff's recommendation for approval which included that the Conditional Use did not allow for group living which included boarding houses, but a PD did; that there were other apartments in this commercial district nearby; that the applicant is unable to meet the Conditional Use requirements; and that this was an existing use with no additional effects anticipated.

Chairperson Priess opened the meeting for public comment.

Tyler Martin, Plans Examiner with the Permits and Inspections Division, explained to the Commissioners the difference between apartments for household living and clarified that these units did not satisfy the requirements for household living under the International Building Code. He further indicated that household apartments required both a lavatory sink and kitchen sink, whereas these units only had a lavatory sink, among other differences.

Chairperson Priess asked if the property was used for a hotel previously. Mr. Martin responded this was correct and the applicant now intended to use them as boarding house apartments and not a hotel.

Commissioner Stribling asked if there were any landscaping requirements for this approval. Ms. Heredia answered that additional landscaping was not required given that the area was fully paved.

Commissioner Farmer made a Motion to recommend APPROVAL of a Rezoning from the General Commercial (CG) Zoning District to the Planned Development (PD) Zoning District to allow for Group Living, Household Living, and Retail Sales and Services with the two conditions of approval as presented, on the subject property. Commissioner Crisp seconded the Motion. The Motion passed unanimously, 7-0.

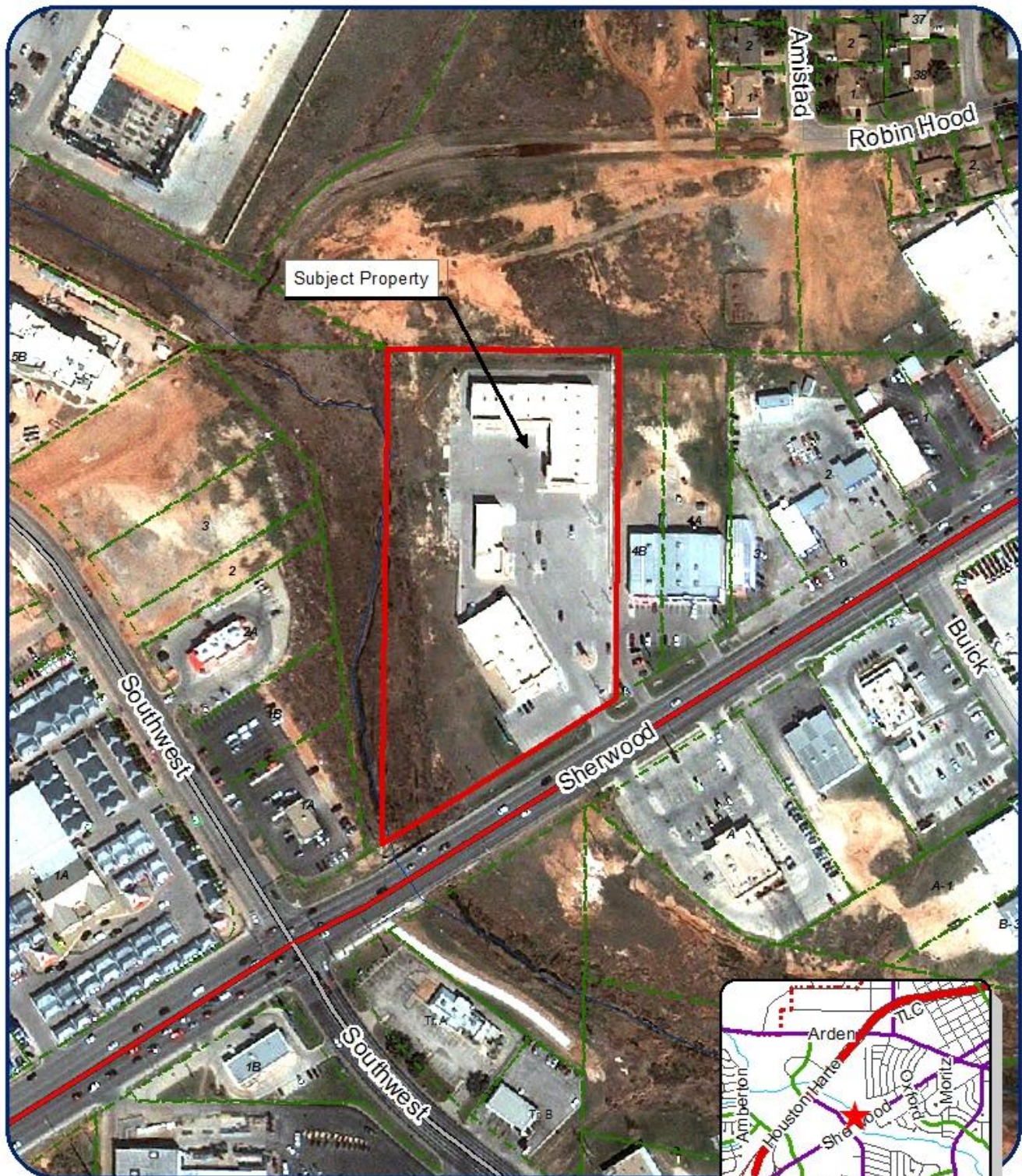
Recommendation:

Staff's recommendation is for City Council to **APPROVE** the proposed Rezoning from the General Commercial (CG) Zoning District to the Planned Development (PD) Zoning District to allow for Group Living, Household Living, and Retail Sales and Services, **subject to following 2 Conditions of Approval:**

1. The applicant shall obtain a Change of Occupancy to allow for Multi-Family Residential (R2) occupancy from the Permits and Inspections Division within one hundred and twenty (120) days from the City Council's approval of a rezoning to Planned Development Zoning District.
2. No units that are currently vacant shall be rented out as boarding rooms until the new Certificate of Occupancy is issued.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Major Thoroughfare Plan Map
Notification Map
Photographs



Aerial Map

4268 Sherwood Way

Council District: Charlotte Farmer

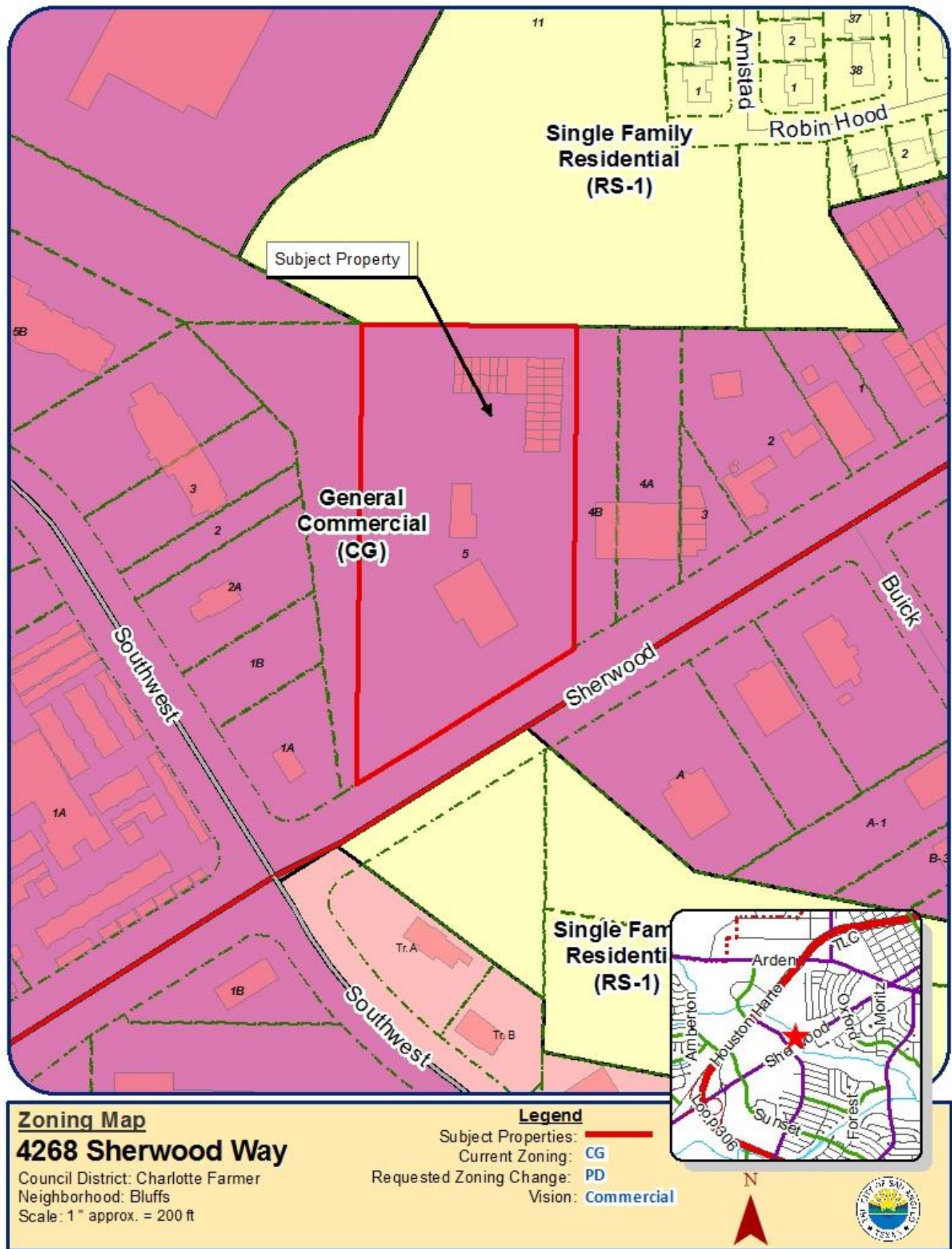
Neighborhood: Bluffs

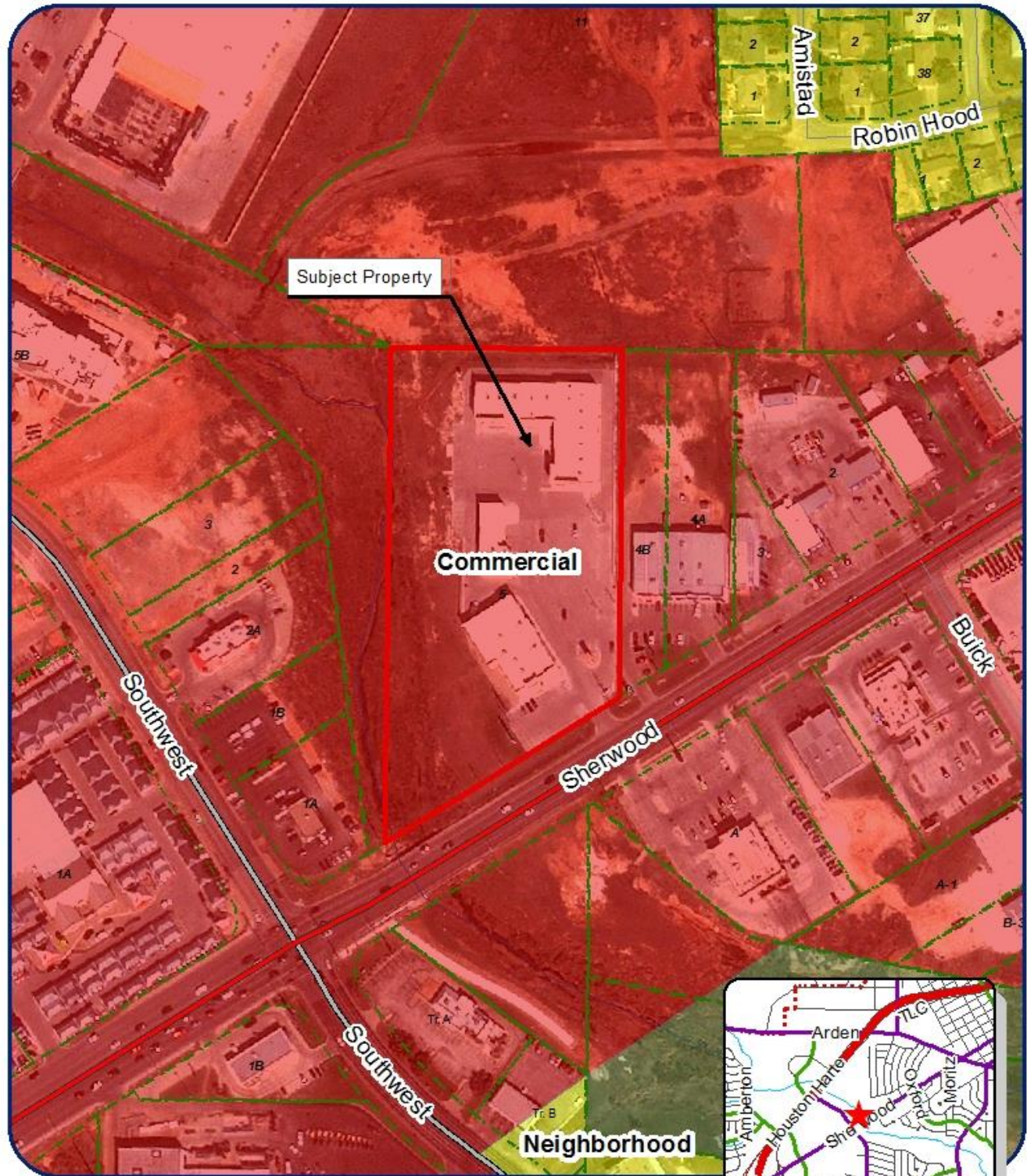
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Legend

Subject Properties: —
Current Zoning: CG
Requested Zoning Change: PD
Vision: Commercial





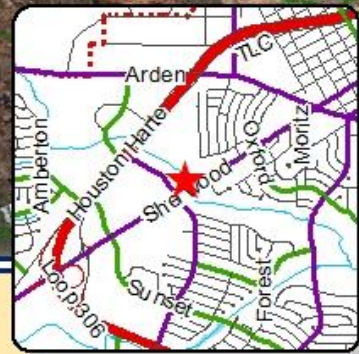
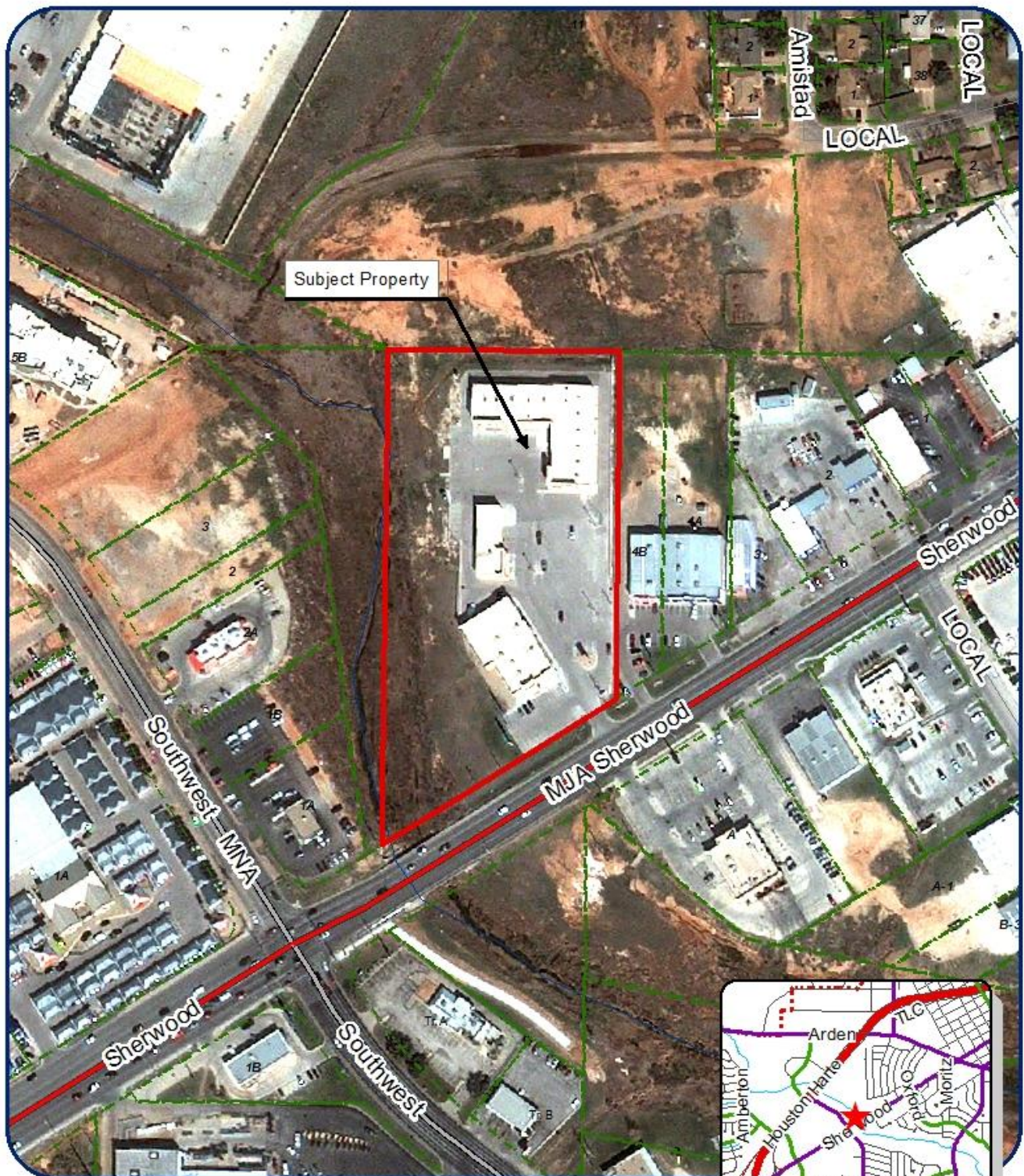


FLU Map
4268 Sherwood Way

Council District: Charlotte Farmer
Neighborhood: Bluffs
Scale: 1" approx. = 200 ft

Legend
Subject Properties: —
Current Zoning: CG
Requested Zoning Change: PD
Vision: Commercial





Thoroughfare Map

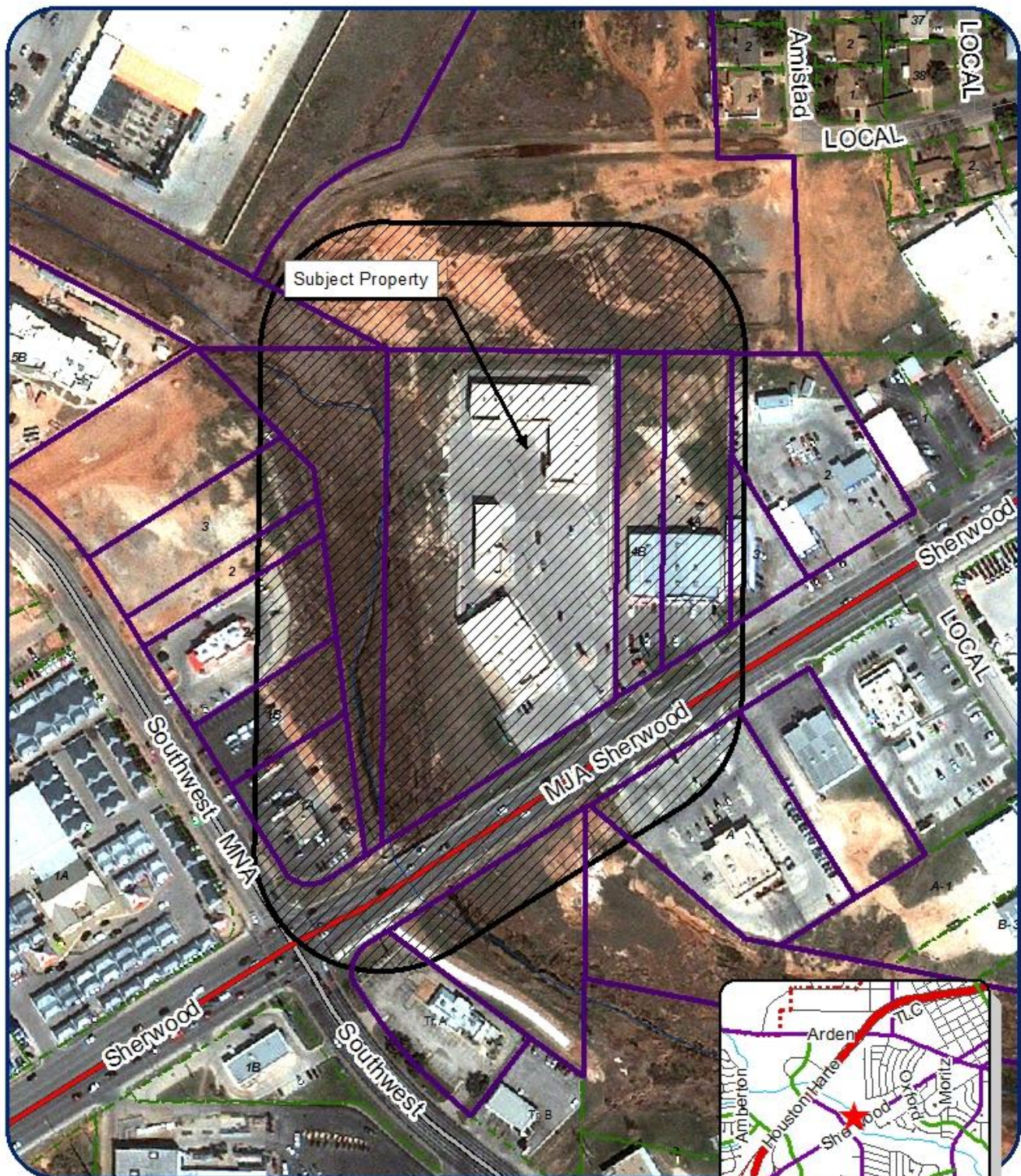
4268 Sherwood Way

Council District: Charlotte Farmer
Neighborhood: Bluffs
Scale: 1" approx. = 200 ft

Legend

Subject Properties: —
Current Zoning: CG
Requested Zoning Change: PD
Vision: Commercial





Notification Map

4268 Sherwood Way

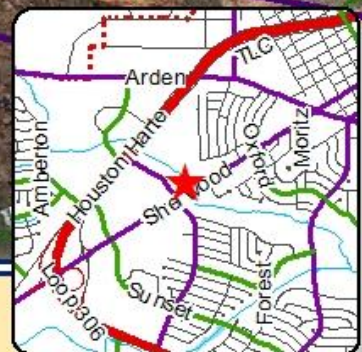
Council District: Charlotte Farmer

Neighborhood: Bluffs

Scale: 1" approx. = 200 ft

Legend

Subject Properties: 
Current Zoning:  CG
Requested Zoning Change:  PD
Vision:  Commercial



Site Photos

Front of Property



For Rent Sign



East



West



Entire Property



South



AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **4268 Sherwood Way, generally located 500 feet southwest of the intersection of Sherwood Way and Buick Street; specifically located in the Mer-Way Inc. Addition Consolidated, Section 3, Lot 5, City of San Angelo, Texas., comprising a total of 4.65 acres,** FROM THE GENERAL COMMERCIAL (CG) ZONING DISTRICT TO A PLANNED DEVELOPMENT (PD) ZONING DISTRICT TO ALLOW FOR GROUP LIVING AND RETAIL SALES & SERVICES; AND PROVIDING FOR SEVERABILITY

RE: PD17-04: Hughes/Red Arroyo Inn

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve with conditions the proposed PD District and having made required findings on the final plat submitted by the applicant in accordance with standards set forth in the City's Land Development and Subdivision Ordinance; and,

WHEREAS, on the 17th day of October, 2017, City Council held a public hearing on PD 17-04, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned Planned Development (PD) District for Group Living, Apartments and Retail Trade and Service.

4268 Sherwood Way, generally located 500 feet southwest of the intersection of Sherwood Way and Buick Street; specifically located in the Mer-Way Inc. Addition Consolidated, Section 3, Lot 5, City of San Angelo, Texas., comprising a total of 4.65 acres, zoned General Commercial (CG) Zoning District, shall henceforth be permanently zoned as follows: Planned Development (PD17-04) Zoning District to allow for household living, group living, and retail sales & services.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit A** of this Ordinance (PD Boundary Map)..

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

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

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

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

SECTION 7: Except as otherwise specified or limited in this Ordinance, the use and development of the subject property shall generally conform to the **General Commercial (CG) Zoning District**.

SECTION 8: The applicant shall obtain a Change of Occupancy to allow for Multi-Family Residential (R2) occupancy from the Permits and Inspections Division within one hundred and twenty (120) days from the City Council's approval of a rezoning to Planned Development Zoning District.

SECTION 9: No units that are currently vacant shall be rented out as boarding rooms until the new Certificate of Occupancy is issued.

INTRODUCED on the **17th day of October, 2017**, and finally PASSED,
APPROVED AND ADOPTED on this the **7th day of November, 2017**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

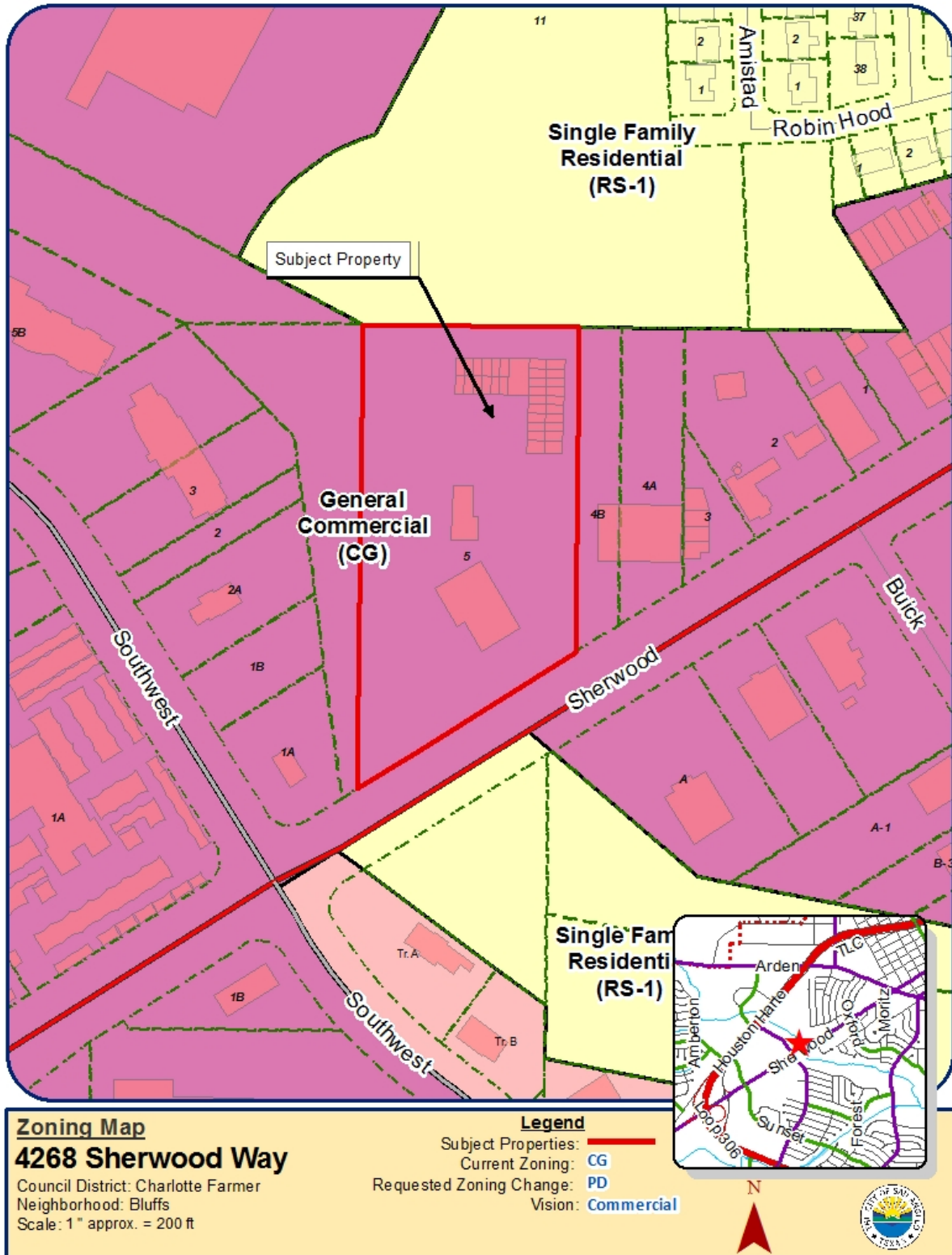
ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

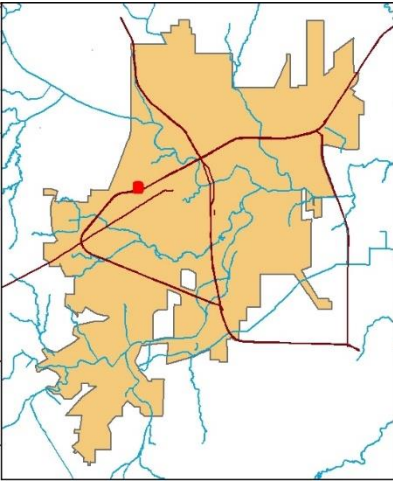
Theresa James, City Attorney

Exhibit A



CITY COUNCIL – October 17, 2017
STAFF REPORT



APPLICATION TYPE:		CASE:	
Rezoning		Z17-13: Pierce	
SYNOPSIS:			
A request for approval of a rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residence (RS-1) Zoning District. The applicant is seeking to build single-family homes on existing lots in an area primarily consisting of single-family neighborhoods.			
LOCATION:		LEGAL DESCRIPTION:	
2802 – 2822 Houston Street		Being Lot 11-16, Block 65, Hatcher Addition, City of San Angelo, Tom Green County, Texas	
SM DISTRICT / NEIGHBORHOOD:	ZONING:	FUTURE LAND USE:	SIZE:
SMD #2 – Tom Thompson Bluffs Neighborhood	CN – Neighborhood Commercial	Neighborhood	0.966 acre
THOROUGHFARE PLAN:			
<u>North Garfield Street</u> – Minor Collector – ROW 60' Required (60' Existing) – Pavement Width 50' Required (36' Existing) <u>Houston Street</u> – Local Road – ROW 50' Required (60' Existing) – Pavement Width 40' Required (36' Provided)			
NOTIFICATIONS:			
24 notifications were mailed within a 200-foot radius on August 31, 2017. Two responses have been received in support and zero in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed rezoning to the Single-Family Residential (RS-1) Zoning District.			
PETITIONERS:			
Pierce Masonry Garry Pierce			
STAFF CONTACT:			
Hillary Bueker, RLA Senior Planner (325) 657-4210, Extension 1547 hillary.bueker@cosatx.us			

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

1. **Compatible with Plans and Policies.** *Whether the proposed amendment is compatible with the Comprehensive Plan and any other land use policies adopted by the Planning Commission or City Council.* The Comprehensive Plan designates this currently CN zoned property as Neighborhood. This is consistent with the existing lot layout and surrounding single-family home lots. Rezoning this property would allow for consistency in the area.
2. **Consistent with Zoning Ordinance.** *Whether and the extent to which the proposed amendment would conflict with any portion of this Zoning Ordinance.* The Single-Family Residential Zoning District is intended to provide opportunities for development of detached single-family residences at medium densities. The proposed single family homes will follow all RS-1 standards similar to the surrounding area and this rezoning will allow for continuous residential uses through the neighborhood.
3. **Compatible with Surrounding Area.** *Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.* The property is located within an area that has mixed uses, but is comprised of mostly neighborhoods to the north. The parcels will be adjacent to single-family residential lots that have homes already built, and the 2009 Comprehensive Plan update designated this property as Neighborhood presumably to accommodate the existing lot layout and provide additional homes.
4. **Changed Conditions.** *Whether and the extent to which there are changed conditions that require an amendment.* The property with the current CN zoning was never developed while the residential neighborhoods around the area continue to expand. This appears to demonstrate the need for additional homes in the area.
5. **Effect on Natural Environment.** *Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment, including but not limited to water and air quality, noise, storm water management, wildlife, vegetation, wetlands and the practical functioning of the natural environment.* There are no anticipated negative effects on the natural environment from these actions. Land use would continue in the same residential manner, and intensity, as already exist on the adjacent properties.
6. **Community Need.** *Whether and the extent to which the proposed amendment addresses a demonstrated community need.* There has not been any demonstrated community need for a use on the site other than residential. The site has remained undeveloped for many years. Allowing the site to rezone to RS-1 would be reflective of the continuing need for residential in the area, rather than allowing a continuance of a zoning designation that has been little used in the past.

7. **Development Patterns.** **Whether and the extent to which the proposed amendment would result in a logical and orderly pattern of urban development in the community.** The existing development pattern in the immediate area to the north and east is primarily detached, single-family residential. This parcel will keep in continuity with the adjoining residential lots immediately adjacent to the north.

Planning Commission Recommendation:

On September 18, 2017, the Planning Commission recommended APPROVAL of a Rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District. The following is the complete excerpt of the draft minutes from the September 18, 2017, meeting for this case:

Hillary Bueker, Senior Planner, presented the case. She indicated that the applicant had previously received a Conditional Use approval (CU16-03) to allow for the construction of six new homes on the properties, but only one was built due to a water line issue which delayed construction of the other homes. As a result, the Conditional Use expired without the applicant requesting a 1-year extension. She indicated that the proposed rezoning to RS-1 would allow residential construction of the remaining homes. Ms. Bueker outlined Staff's rationale for recommending approval which included that the rezoning would be consistent with the City's Comprehensive Plan's future land use of "Neighborhood," that the proposed RS-1 was consistent with the RS-1 zoning in the surrounding area, and that the properties under commercial zoning have remained vacant for over 10 years.

Chairperson Priess opened the hearing for public comment. Hearing none, she asked for a Motion from the Commission.

Commissioner Crisp made a Motion to recommend APPROVAL of a Rezoning from the Neighborhood Commercial (CN) Zoning District to the Single-Family Residential (RS-1) Zoning District, on the subject properties. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 7-0.

Recommendation:

Staff's recommendation is for City Council to **APPROVE** a rezoning from the Neighborhood Commercial (CN) Zoning District to the **Single Family Residential (RS-1) Zoning District**.

Attachments:

Aerial Map
Future Land Use Map
Zoning Map
Photos of Site
Resident Letters
Application

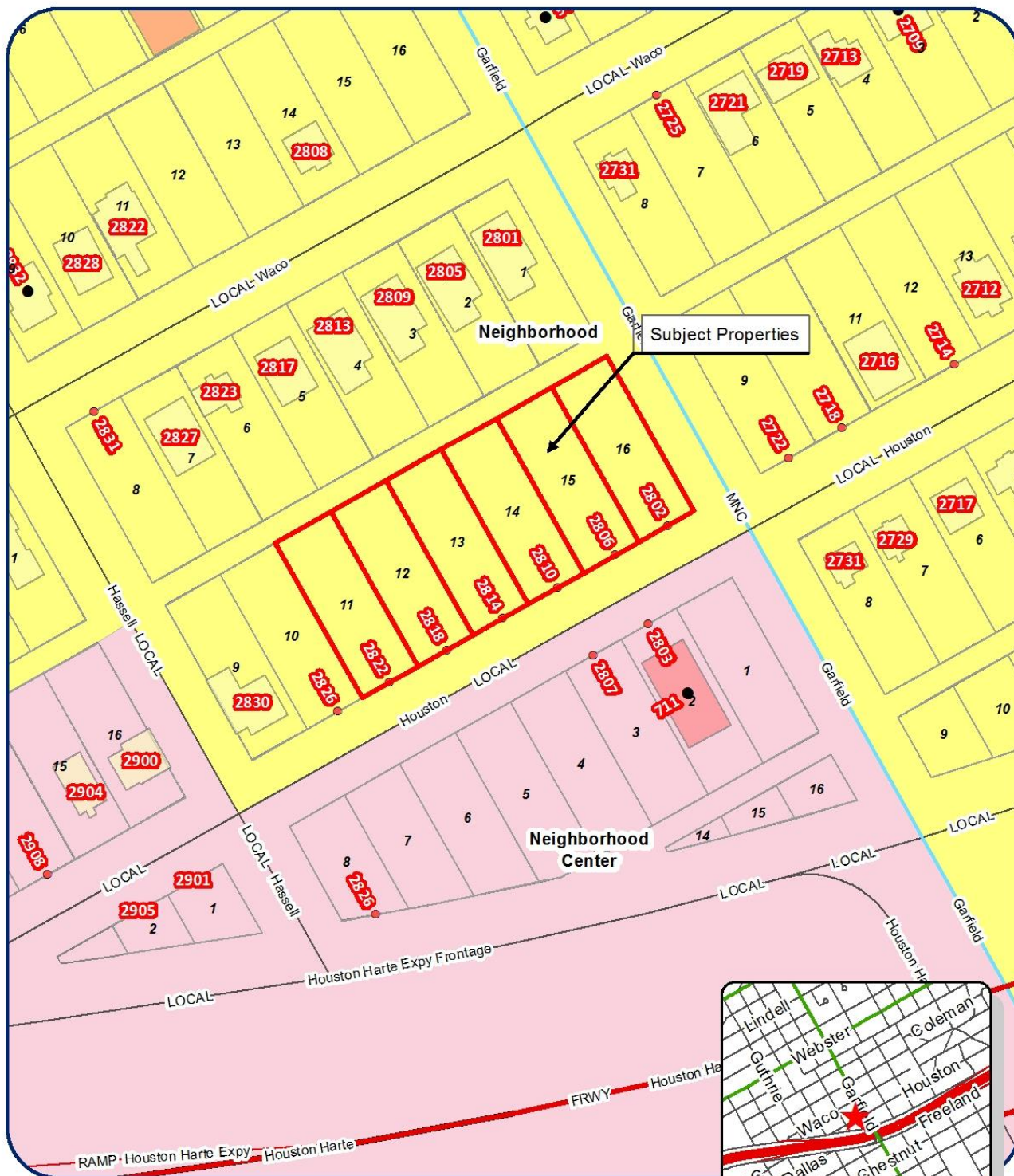


Legend

Legend:

Subject Properties: 
Current Zoning: **CN**
Requested Zoning Change: **RS-1**
Vision: **Neighborhood**





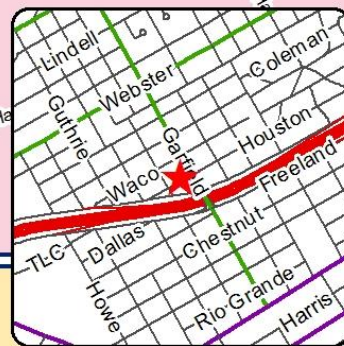
Z17-13: Pierce

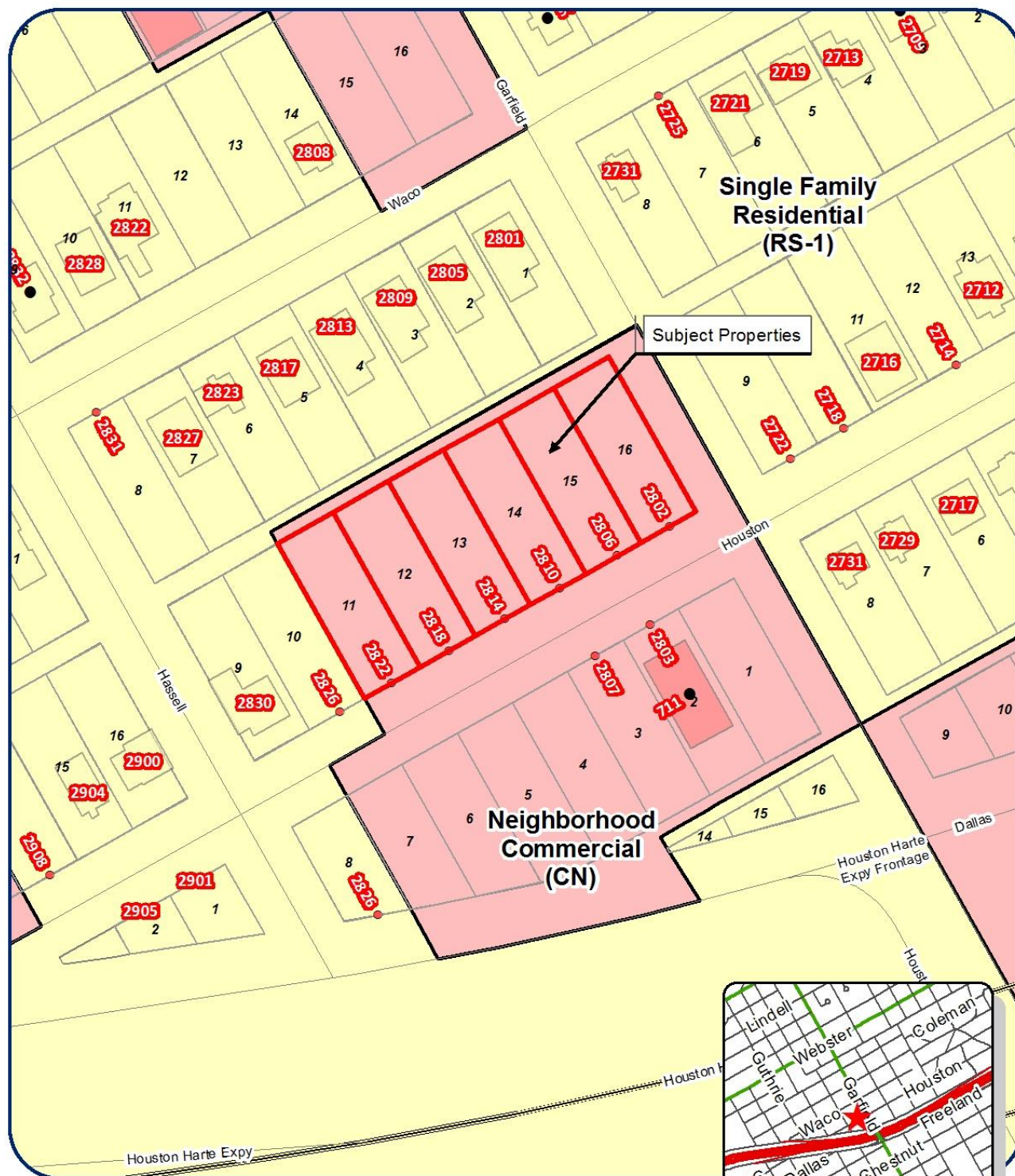
2802 - 2822 Houston Street

Council District: SMD #2 - Tom Thompson
Neighborhood: Bluffs
Scale: 1" approx. = 100 ft

Legend

Subject Properties: —
Current Zoning: CN
Requested Zoning Change: RS-1
Vision: Neighborhood





Z17-13: Pierce

2802 - 2822 Houston Street

Council District: SMD #2 - Tom Thompson
Neighborhood: Bluffs
Scale: 1" approx. = 100 ft

Legend

Subject Properties: —
Current Zoning: **CN**
Requested Zoning Change: **RS-1**
Vision: **Neighborhood**



Photo of Site



Looking west toward the Property from North Garfield Street



The one existing home approved by CU16-03



Looking East toward the Property from Houston Street



TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(☒) IN FAVOR () IN OPPOSITION

REASON(S) _____

NAME: Roosevelt Trust

ADDRESS: 2823 Waco

SIGNATURE: Roosevelt Trust LLC

Z17-13: Pierce

Property owner number: 19

If you have any questions about these proceedings, please call Hillary Bueker, Senior Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at hillary.bueker@cosatx.us.

TO BE FORMALLY ON RECORD IN FAVOR OR AGAINST THIS REQUEST, YOU MAY ALSO FILL OUT THIS FORM, SIGN IT AND MAIL IT BACK TO THE PLANNING DIVISION AT 52 W COLLEGE STREET IN SAN ANGELO, TEXAS 76903.

(X)

IN FAVOR

()

IN OPPOSITION

REASON(S)

This area needs
to improve, the
house will help.

NAME:

Olya Garza

ADDRESS:

3133 Edgewood,
2900 Houston

SIGNATURE:

Olya Garza

Z17-13: Pierce

Property owner number: 23

If you have any questions about these proceedings, please call Hillary Bueker, Senior Planner, with the City of San Angelo's Planning Division at telephone number 325-657-4210. The Planning Division staff may also be reached by email at hillary.bueker@cosatx.us.

Effective January 3, 2017



City of San Angelo, Texas – Planning Department
52 West College Avenue
Application for Approval of a Zone Change



Section 1: Basic Information

Name of Applicant(s): Pierce Masonry Cont Garry Pierce

☒ Owner

☐ Representative (Notarized Affidavit Required)

Mailing Address: 2682 King's Rd SAN ANGELO TX 76904

Contact Phone Number

Contact E-mail Address

325 277-3117 Pierce Masonry 622@yahoo.com

Subject Property Address: 2802-2822 Houston ST BL 65 Lot 11 12 13 14 15 16

Legal Description (can be found on property tax statement or at www.tomgreencad.com)

Existing Zoning: Neighborhood Proposed Zoning: RS1 Lot size: 140 x 50

(Zoning Map available on [City Maps](#))

Section 2: Site Specific Details

Existing Use of Property: 1 Home Lot 5 Vacant Lots

*Proposed Use of Property: 6 single fam Homes

*Use separate attachment if necessary

Section 3: Applicant(s) Acknowledgement

(By checking the boxes you indicate that you understand below rules and regulations for the Planning Commissions case.)

- ☒ An application for a zone change on a property may only be made by the owner of that property, an authorized representative of the property owner, the Planning Director, the Planning Commission or City Council. An authorized representative shall present a notarized affidavit from the property owner;
- ☒ No application will be processed if a zoning violation exists on the property, unless such processing is authorized by City Council. Use of the subject property for any new activity (not allowed by present zoning) cannot occur before City Council's approval of the requested zone change. Any such unauthorized use of the subject property is subject to prosecution in Municipal Court.
- ☒ If approved, a zone change is applied to the property, not the property owner.
- ☒ The Planning Commission makes recommendations to City Council. If the Planning Commission recommends approval of a zone change request, the case must still go before City Council for final action.
- ☒ If a zone change request is granted by City Council, permits for building construction and/or utility connection may be obtained from the City's Permits and Inspections Department.
- ☒ Certain minimum building setbacks from some or all property lines must be maintained, and room for a minimum number of off-street parking spaces must be reserved on a subject property, based on that property's zoning classification and the nature of its proposed use. A privacy fence may also be required between more restrictive and less restrictive zoning districts. These requirements are outlined in San Angelo's Zoning Ordinance. It is to the applicant's benefit to make sure that any proposed development will fit onto the subject property, in compliance with these and other applicable requirements of the City's Code of Ordinances.
- ☒ One or more notice sign(s) will be placed on the subject property by the Planning Department. However, it is the applicant's responsibility to ensure that the notice sign(s) has/have been posted at least ten (10) days prior to the Planning Commission meeting. If notice sign(s) is/are not posted accordingly, City Council may delay a request. The Planning Department will also notify, in writing, owners of property within 200-feet of the subject property of the zone change request.
- ☒ If the Planning Commission recommends denial of a request, the applicant will have ten (10) days to appeal this decision, in writing, to the City Council. If an appeal is made within three (3) days from the Planning Commission meeting, no re-notification fee will be required. Otherwise, there will be a nonrefundable \$35 fee to re-notify owners of nearby property of City Council's public hearing date. If Planning Commission's recommendation of denial is not appealed, it will be the final action on a request.

Effective January 3, 2017

Section 3 continued : Applicant(s) acknowledgement

☐ The applicant or an authorized representative should attend public hearing(s) pertaining to his/her request, prepared to present his/her case and to answer any relevant questions from Planning Commission or City Council members.

I/We the undersigned acknowledge that the information provided above is true and correct.

Garry Pierce [Signature] Pierce Masonry 8-25-17
Owner Name (Print) Signature Company/Organization (If Applicable) Date

Representative Name (Print) Signature Company/Organization Date

FOR OFFICE USE ONLY:

☒ Verified Complete ☐ Verified Incomplete

Date of Application: 8 / 25 / 17

Case No.: Z 17 -- 13

Fully-dimensioned site plan: ☐

Nonrefundable fee: \$ 500

Receipt #: 269515/269522 Date paid: 8 / 25 / 17

Sign Deposit \$37.50

Receipt #: 269515/269522 Date paid: 8 / 25 / 17

Affidavit attached? ☐ Yes ☐ No ☒ N/A Applicant's signature on information sheet? ☒ Yes ☐ No

Previous Zone Change Inquiry? ☐ Yes ☒ No If yes, ZCI case no.: _____ -- _____

River Corridor Commission? ☐ Yes ☒ No If yes, RCC meeting date: ____/____/____

Planning Commission hearing date: 9 / 18 / 17 Date notifications due: 9 / 1 / 17

City Council hearing date: 10 / 17 / 17 Packets due date: 10 / 6 / 17

Publication date: 9 / 29 / 17

Reviewed/Accepted by: H. Bueker Date: 8 / 25 / 17

AN ORDINANCE AMENDING CHAPTER 12, EXHIBIT "A" OF THE CODE OF ORDINANCES, CITY OF SAN ANGELO, TEXAS, WHICH ADOPTS ZONING REGULATIONS, USE DISTRICTS AND A ZONING MAP, IN ACCORDANCE WITH A COMPREHENSIVE PLAN, BY CHANGING THE ZONING AND CLASSIFICATION OF THE FOLLOWING PROPERTY: **2802 - 2822 Houston Street; generally located at the northwest corner of North Garfield Street and Houston Street; more specifically being 0.966 acres of land, Lots 11 through 16, Block 65, Hatcher Addition, ,** FROM NEIGHBORHOOD COMMERCIAL (CN) ZONING DISTRICT TO THE SINGLE-FAMILY RESIDENTIAL (RS-1) ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

RE: Z17-13: Pierce

WHEREAS, the Planning Commission for the City of San Angelo in compliance with the City Charter, City ordinance and state law, and after holding a public hearing thereon, caused to be prepared and delivered a report and recommendation to City Council to approve the proposed Single-Family Residential zoning district (RS-1)); and,

WHEREAS, on the 17th day of October, 2017, City Council held a public hearing on Z17-13, pursuant to published notice, and has considered the application, comments, reports and recommendations of the Planning Commission and staff, public testimony, and other relevant support materials;

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

SECTION 1: The basic zoning ordinance for the City of San Angelo, as enacted by the governing body for the City of San Angelo effective January 4, 2000, and included within Exhibit "A" of Chapter 12 of the Code of Ordinances of the City of San Angelo, and zoning map be and the same are hereby amended to designate the following described property permanently zoned SINGLE-FAMILY RESIDENTIAL DISTRICT (RS-1):

The real property generally located at 2802 - 2822 Houston Street; generally located at the northwest corner of North Garfield Street and Houston Street; more specifically being 0.966 acres of land in Lots 11 through 16, Block 65, Hatcher Addition, City of San Angelo, Tom Green County, Texas, shall henceforth be permanently zoned as follows: Single-Family Residential (RS-1) Zoning District.

SECTION 2: The Director of the Planning & Development Department, or his/her designee, is hereby directed to correct zoning district maps in the office of the Planning & Development Department, to implement the zoning provision adopted herein, as further depicted on **Exhibit A** of this Ordinance (CG Boundary Map).

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

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

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

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

INTRODUCED on the **17th day of October, 2017**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of November, 2017**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney



Z17-13: Pierce

2802 - 2822 Houston Street

Council District: SMD #2 - Tom Thompson

Neighborhood: Bluffs

Scale: 1" approx. = 100 ft

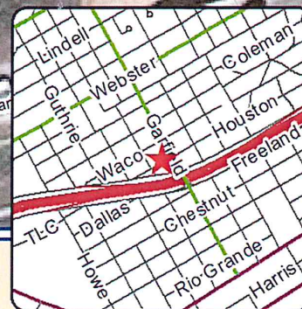
Legend

Subject Properties: —

Current Zoning: CN

Requested Zoning Change: RS-1

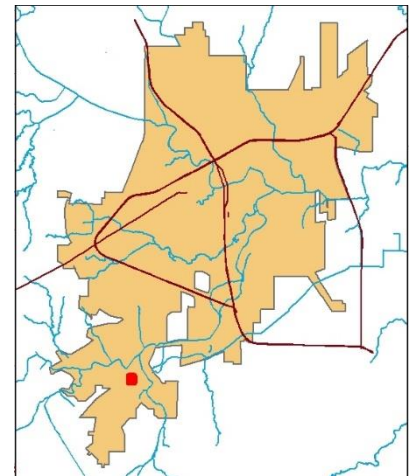
Vision: Neighborhood



CITY COUNCIL – October 17, and November 7, 2017
STAFF REPORT



APPLICATION TYPE:		CASES:	
Street Name Change		Chesney Lane	
SYNOPSIS:			
A request for approval of a Street Name Change for Lighthouse Lane to Chesney Lane. The request is to rename a 120-foot length of this street's right-of-way beginning at Aspen Avenue continuing southeast. If approved, this would allow the entire street to be consistently named.			
LOCATION:		LEGAL DESCRIPTION:	
Lighthouse Lane at Aspen Avenue		Being Between Lot 14 and Lot 13A (1 st Replat), Block 1, Lakeshore Estates, City of San Angelo, Tom Green County, Texas	
SM DISTRICT / NEIGHBORHOOD:		ZONING:	FUTURE LAND USE:
SMD #1 – Tommy Hiebert Nasworthy Neighborhood		Single-Family Residential (RS-1)	Neighborhood
			SIZE:
			120 Linear Feet
THOROUGHFARE PLAN:			
<u>Lighthouse Lane</u> – Local Road – ROW 50' Require (50' Existing) – Pavement Width 40' Required (36' Existing)			
NOTIFICATIONS:			
Two notifications were mailed to properties directly adjacent to the street segment on September 7, 2017. Zero responses have been received in support and zero in opposition.			
STAFF RECOMMENDATION:			
Staff recommends APPROVAL of the proposed street name change to the Chesney Lane.			
PETITIONERS:			
City of San Angelo			
STAFF CONTACT:			
Hillary Bueker, RLA Senior Planner (325) 657-4210, Extension 1547 hillary.bueker@cosatx.us			



Street Name Change: Lighthouse Lane, located in the Lakeshore Estates subdivision, was included on a plat in the 1990s. In 2016 a street name change was approved that named an existing street located in central San Angelo to Lighthouse Way. When the subsequent sections of Lakeshore Estates were submitted for platting, staff decided for 911 addressing clarity purposes the streets names would be too similar. The developer decided to change the name in the final plat of the Lakeshore Estates Section 2 & 3 to Chesney Lane. This only changed the name on the portion of the road that was contained on the plat and left the portion previously platted unchanged. The 120-foot section referenced in this request remained Lighthouse Lane and staff is asking to clean this up by changing this portion of the street to remain consistent over the entire length of the street:

1. **Whether or not the street name change would confuse motorists and emergency vehicles**
 - The proposed street name change appears unlikely to confuse motorists and emergency vehicles. Since the majority of the street is currently named Chesney Lane, this change would help relieve confusion and differentiate the small remaining segment of Lighthouse Lane from Lighthouse Way in central San Angelo. Lighthouse Lane is currently a short Local Street and there are no addresses using this street as a destination or reference point. From an emergency response standpoint, city staff stand ready to make any necessary data changes to ensure a minimal disruption in response times, should the Ordinance authorizing the name designation be adopted. The emergency 911 address coordinator has not indicated any objections to the proposed street name change.
2. **Whether there is the same or similar name to the proposed street name**
 - Existing Lighthouse Lane has a similar name to Lighthouse Way in central San Angelo. That may present a problem with the names being so similar. This proposed name change would help alleviate this problem as there are no streets similar to Chesney Lane.
3. **Whether or not there is a justified reason to rename the street such as the naming for the betterment of the community or to honor a public figure**
 - Since a majority of the street will be names Chesney Lane, leaving approximately 120 feet of Lighthouse Lane would lead to unnecessary confusion. This street name change will unify the entire length of the street solely contained in Lakeshore Estates.

Planning Commission Recommendation:

On September 18, 2017, the Planning Commission recommended APPROVAL of a request to change “Lighthouse Lane” to “Chesney Lane,” over a 120 foot length of this street's right-of-way extending southeast from Aspen Avenue, subject to two Conditions of Approval.

The following is the complete excerpt of the minutes from the September 18, 2017, meeting for this case:

Hillary Bueker, Senior Planner, presented the case. She outlined the purpose of the request which was to rename a portion of Lighthouse Lane from Aspen Avenue extending southeast to “Chesney Lane,” consistent with a new subdivision plat that continues this street with the same name. Ms. Bueker presented photographs of the subject area. She concluded her presentation with a recommendation for approval.

There was no public comment.

Commissioner Smith made a Motion to recommend APPROVAL of a proposed Street Name Change to change Lighthouse Lane to “Chesney Lane” for a 120-foot length of this street’s right-of-way extending southeast from Aspen Avenue. Commissioner Jackson seconded the Motion. The Motion passed unanimously, 7-0.

Recommendation:

Staff’s recommendation is for the City Council to **APPROVE** a street name change from Lighthouse Lane to **Chesney Lane** for a 120-foot length of this street’s right-of-way extending southeast from Aspen Avenue.

Attachments:

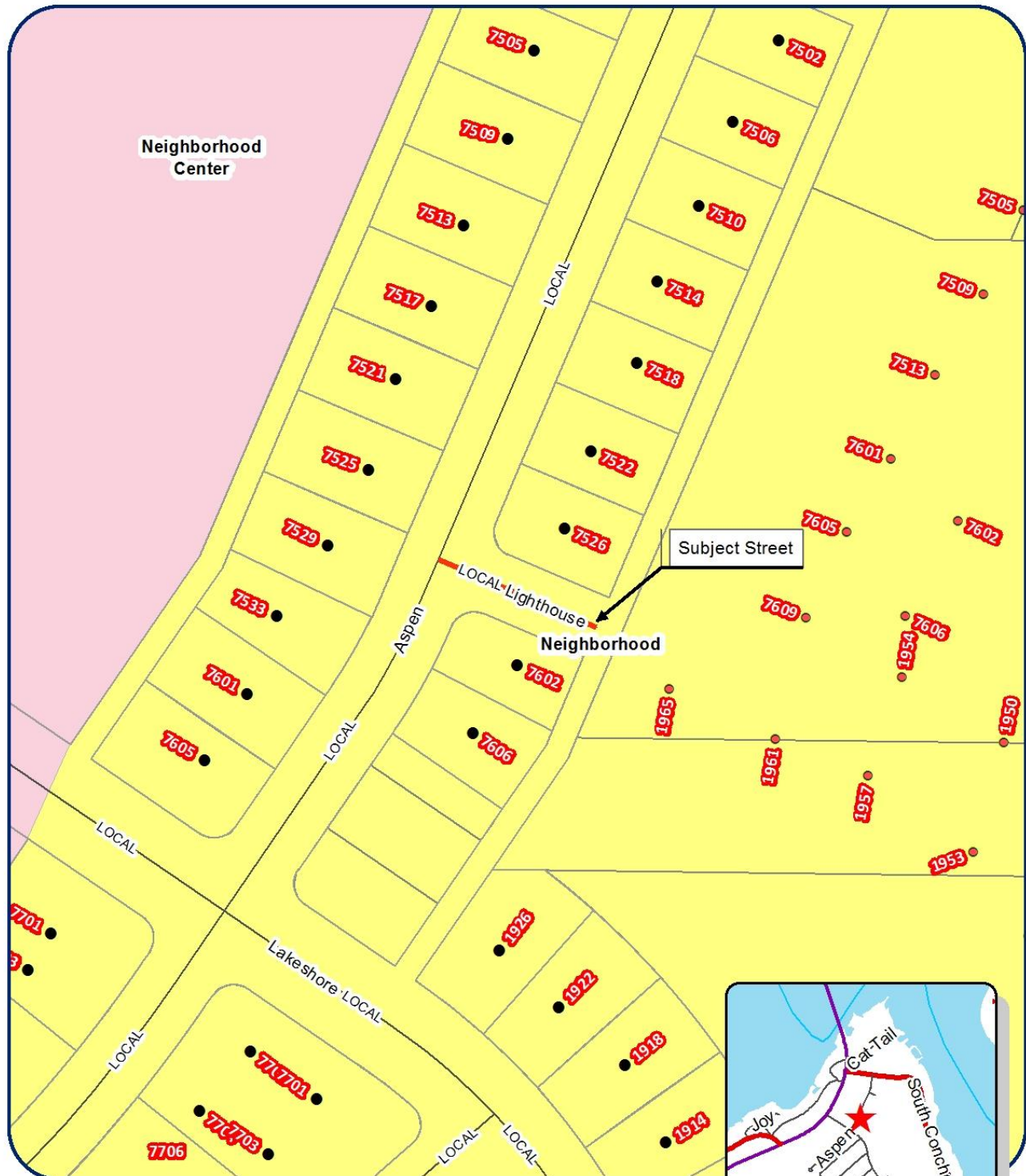
Aerial Map
Future Land Use Map
Zoning Map
Photos of Street Segment



Street Name Change
Lighthouse Lane to Chesney Lane

Council District: SMD #1 - Tommy Hiebert
Neighborhood: Nasworthy
Scale: 1" approx. = 100 ft





Street Name Change

Lighthouse Lane to Chesney Lane

Council District: SMD #1 - Tommy Hiebert

Neighborhood: Nasworthy

Scale: 1" approx. = 100 ft





Photo of Street Segment



Looking South at the Intersection of Aspen Avenue and Lighthouse Lane



Looking Southeast Down Lighthouse Lane to Chesney Lane



Looking Northwest from Chesney Lane towards Lighthouse Lane



AN ORDINANCE CHANGING THE NAME OF LIGHTHOUSE LANE, A LOCAL STREET ON THE CITY'S MAJOR THOROUGHFARE PLAN OF APPROXIMATELY 120 LINEAR FEET EAST/WEST RIGHT-OF-WAY BETWEEN ASPEN AVENUE AND THE ALLEY EAST OF AND PARALLEL TO ASPEN AVENUE IN SOUTH SAN ANGELO, FROM "LIGHTHOUSE LANE" TO "CHESNEY LANE," PROVIDING FOR PERMANENTLY AFFIXING ANY NECESSARY GEOGRAPHICAL AND ADDRESS-RELATED REFERENCES THERETO; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Lighthouse Lane is classified as a local street in the City's Major Thoroughfare Plan that runs east/west between Aspen Avenue and the alley east of and parallel to Aspen Avenue in south San Angelo; and

WHEREAS, Approximately 2500 Linear feet of right-of-way in Lakeshore Estates Section 2 & 3 has been renamed from Lighthouse Way to Chesney Lane, leaving only the 120 linear feet of right-of-way aligned with Chesney Lane, but named Lighthouse Lane;

WHEREAS, there are no buildings that front on or utilize Lighthouse Lane for address purposes; and

WHEREAS, the proposed street name change will provide for consistent street name identification on disconnected portions of the same street to allow for proper wayfinding and relieve some confusion for residents, visitors, and emergency personnel.

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

SECTION 1: Lighthouse Lane, extending east/west between Aspen Avenue and the alley east of and parallel to Aspen Avenue in south San Angelo be and is hereby re-named: "Chesney Lane."

SECTION 2: Geographical and address related references to said street shall be updated and permanently affixed, identifying said street as "Chesney Lane"

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 become effective from and after the date of adoption.

INTRODUCED on the **17th day of October, 2017**, and finally PASSED, APPROVED AND ADOPTED on this the **7th day of November, 2017**.

THE CITY OF SAN ANGELO

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Clerk

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 17, 2017

Item type: Regular Item

Caption:

First reading and public hearing of an ordinance amending Chapter 10 "Traffic Control" for the restriction of oversized loads in the areas on US 67/US 277/US 87 North, South, East, and West bound roadways near Central High School - (Presentation by Operations Director Shane Kelton)

Summary/History:

The Texas Department of Transportation (TxDOT) has requested an ordinance supporting their current restriction of oversized loads in the areas of US 67/US 277 East and West and US 87 North and South near Central High School.

The restriction will apply to loads exceeding 12' wide and/or 95' long during the hours of 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m. Monday through Friday. No turning movements onto or off of the ramps immediately servicing the intersection of US 67 and US 87 by oversized loads during these hours will be allowed.

This restriction already exists in TxDOT's XXXXXX, but is unenforceable without a City ordinance supporting such. The restriction exists to enhance the safety of the traveling public and the students that attend Central High School during these peak traffic times.

Financial Impact:

N/A

Other Information/Recommendation:

Attachments:

1. Proposed Ordinance 17-834 Ordinance - Oversized Loads at 67 & 87.docx

Presentation:

Approvals/Reviews:

Patrick Frerich	Created/Initiated
Shane Kelton	Approved
Theresa James	Approved
Anthony Wilson	Approved
Julia Antilley	Approved
Tina Dierschke	Approved
Theresa James	Approved

Becky Dunn
Bryan Kendrick

Approved
Final Approval

AN ORDINANCE OF THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 10 “TRAFFIC CONTROL”, ARTICLE 10.03 “OPERATION OF MOTOR VEHICLES”, DIVISION 4 “SPECIFIC STREET REGULATIONS” OF THE CODE OF ORDINANCES OF THE CITY OF SAN ANGELO, TEXAS BY ADDING SECTION 10.03.095 “OVERSIZE LOADS”; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1. THAT Chapter 10 “Traffic Control”, Article 10.03 “Operation of Motor Vehicles”, Division 4 “Specific Street Regulations” is hereby amended by adding Section 10.03.095 “Oversize Loads” as set out below:

“ Sec. 10.03.095 Oversize Loads

Loads exceeding a 12-foot maximum width and/or a 95-foot maximum length shall be prohibited at the locations listed below at the times indicated:

- 1) From the junction of US 67 main lanes and frontage roads from Jefferson Street to Bryant Boulevard, Monday through Friday from 7 AM until 9 PM and 3 PM through 6 PM.”

SECTION 2. THAT any person, firm or corporation violating any provisions of this article shall be guilty of a misdemeanor and upon conviction shall be subject to a fine as provided for in Section 1.01.009 of this Code. Each day of such violation shall constitute a separate offense.

SECTION 3. 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.

SECTION 4. THAT this Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

INTRODUCED with public hearing on the 3rd day of October, 2017 and finally PASSED,
APPROVED AND ADOPTED on this the 17th day of October, 2017.

THE 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: Russell Pehl, City Engineer, Engineering Services, 325-657-4201

Meeting Date: October 17, 2017

Item type: Regular Item

Caption:

First reading and public hearing of a public right-of-way management ordinance; regulating the physical use, occupancy and maintenance of city rights-of-way by wireless network providers - (Presentation by City Engineer Russell Pehl)

Summary/History:

The legislature recently enacted Senate Bill 1004 which added of Chapter 284 to the Texas Local Government Code entitled Deployment of Network Nodes within public rights-of-way. Network nodes, also known as small cells, enable wireless providers the ability to provide customers better coverage and increased capacity for voice and data download speeds than the typical macro site cell tower signals alone. As technology has improved and equipment has become less cumbersome, many cities have already engaged in license agreements allowing equipment in the public rights-of-way. The industry-led legislation allows cities to adopt a design manual for the installation and construction of network nodes and new node support poles in the public right-of-way, which is not in conflict with that chapter. It also states that a network provider shall comply with a design manual. Therefore, the design criteria and application requirements for attachments to existing poles, as well as for new poles in the public right-of-way, will be included in the proposed Design Manual.

This ordinance will regulate the physical use, occupancy and maintenance of City rights of way by wireless network providers; describing the purpose; providing definitions; requiring compliance with the City Design Manual and applicable codes for the installation of network nodes and node support poles pursuant to Chapter 284 of the Texas Local Government code. This ordinance will provide City procedures for application for permits, establish time periods for approval of permit applications, application fees and annual public right of way rental rates. Restrictions on placement of network nodes and node support poles in municipal parks, residential areas, historic districts and design districts. Providing indemnity for the City and repealing and savings clauses and providing an effective date.

This proposed ordinance will enforce the proposed Design Manual and the Design Manual will be brought after the second reading of this ordinance and during the November 7th Council meeting.

Financial Impact:

The proposed legislation limits fees for both the permit and the annual right-of-way rate. This fiscal note describes estimated losses to the General Fund due to an inability to recover actual costs for permit review and the market rate per node charge based on a previous level of \$1,500 in negotiations with a wireless provider during this fiscal year.

	SB 1004/HB 2838 cap	Actual or market cost	General Fund loss
Permit Fee each (up to 5 nodes)	\$500	\$1,000	(\$500)
Additional network nodes per application (each)	\$250	\$300	(\$50)
Permit Fee each pole	\$1,000	\$1,500	(\$500)

Annual rental fee (each)	\$250	\$1,500	(\$750)
Total	\$1,000	\$2,800	(\$1,800)

Other Information/Recommendation:

The first and second reading of this ordinance is required prior to adopting a Design Manual.

Attachments:

1. Ordinance COSA ROW MANAGEMENT ORD (2017) FINAL.docx

Presentation:

Approvals/Reviews:

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

ORDINANCE NO. _____

ADOPTION OF A PUBLIC RIGHT-OF-WAY MANAGEMENT ORDINANCE BY THE CITY OF SAN ANGELO, TEXAS, AMENDING CHAPTER 4 “BUILDING AND CONSTRUCTION”, ARTICLE 4.08 “STREETS, SIDEWALKS, AND CURB CUTS”, BY CREATING DIVISION 5. “USE OF PUBLIC RIGHT-OF-WAY”; REGULATING THE PHYSICAL USE, OCCUPANCY AND MAINTENANCE OF CITY RIGHTS-OF-WAY BY WIRELESS NETWORK PROVIDERS; DESCRIBING THE PURPOSE; PROVIDING DEFINITIONS; REQUIRING COMPLIANCE WITH THE CITY DESIGN MANUAL AND APPLICABLE CODES FOR THE INSTALLATION OF NETWORK NODES AND NODE SUPPORT POLES PURSUANT TO CHAPTER 284 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING CITY PROCEDURES FOR APPLICATIONS FOR PERMITS; ESTABLISHING TIME PERIODS FOR APPROVAL OF PERMIT APPLICATIONS; PROVIDING APPLICATION FEES AND ANNUAL PUBLIC RIGHT-OF-WAY RENTAL RATES; PROVIDING RESTRICTIONS ON PLACEMENT OF NETWORK NODES AND NODE SUPPORT POLES IN MUNICIPAL PARKS, RESIDENTIAL AREAS, HISTORIC DISTRICTS AND DESIGN DISTRICTS; PROVIDING INDEMNITY FOR THE CITY; PROVIDING REPEALING AND SAVINGS CLAUSES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of San Angelo, Texas (“City”) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities; and

WHEREAS, Chapter 284 of the Texas Local Government Code (“the Code”) allows certain wireless network providers to install in the City’s public rights-of-way their wireless facilities, described and defined in Section 284.002 of the Code as “Micro Network Nodes”, “Network Nodes”, and “Node Support Poles;” and

WHEREAS, the City Council desires to regulate the installation of Network Nodes and Network Node Support Poles pursuant to Chapter 284 of the Code in a way that is fair, reasonable and nondiscriminatory.

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

SECTION 1: THAT Chapter 4, Article 4.08, of the Code of Ordinances, City of San Angelo, Texas, is hereby amended by creating Division 5. “Use of Public Right-of-Way” as follows:

“Division 5. Use of Public Right-of-Way

Sec. 4.08.239 Purpose.

The purpose of this division is to:

- (a) Assist the City in the competitively neutral and nondiscriminatory management of the physical use, occupancy and maintenance of its public rights-of-way by wireless network providers;
- (b) Secure fair and reasonable compensation for the physical use and occupancy of the public rights-of-way by wireless network providers in a nondiscriminatory and competitively neutral manner; and
- (c) Assist the City in protecting the public health, safety, and welfare.

Sec. 4.08.240 Governing Law.

This division shall be construed in accordance with Chapter 284 of the Texas Local Government Code ("the Code") to the extent not in conflict with the Constitution and laws of the United States or of the State of Texas.

Sec. 4.08.241 Definitions.

The following definitions shall apply to this Right-of-Way Management Ordinance:

Applicable codes means:

- (A) the City uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and
- (B) local amendments to those codes to the extent not inconsistent with Chapter 284.

Chapter 284 means Texas Local Government Code, Chapter 284.

Code means the Texas Local Government Code.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of Network Nodes in a public right-of-way on or adjacent to a pole.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory City codes and ordinances.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Design Manual means the *Design Manual for the Installation and Construction of Network Nodes and Node Support Poles in the Public Right-of-Way* adopted by the City Council, and maintained by the City Engineering Department.

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the City for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City-approved and lawfully permitted location for the Network Node.

Mayor means the mayor of the City of San Angelo, Texas, or designee.

Micro network node means a Network Node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by the City as a public park for the purpose of recreational activity.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower

Network provider means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

- (i) Network Nodes; or
- (ii) Node Support Poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a Network Node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from the City before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, City-owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as “Network Provider.”

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the City has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Service pole means a pole, other than a City-owned utility pole, owned or operated by the City and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a Network Node directly to the network, for the purpose of providing backhaul for network nodes.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a Network Node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code, Chapter 284.

Sec. 4.08.242 Use And Occupancy Of Public Rights-Of-Way.

(a) Pursuant to this division and subject to the Design Manual and the Code, a wireless network provider has the nonexclusive right to use and occupy the public rights-of-way in the City for the purpose of constructing, maintaining, and operating its facilities used in the provision of Wireless facilities.

(b) The terms of this division shall apply to all wireless network providers’ facilities used, in whole or part, in the provision of wireless services throughout the City, including any annexed areas upon the effective date of annexation or the date the City provides the company written notice, whichever date occurs later.

Sec. 4.08.243 Compliance With Design Manual And Applicable Codes.

All wireless network providers shall comply with the terms of this right-of-way management ordinance, City applicable codes, and the terms and conditions of the City’s Design Manual.

Sec. 4.08.244 General Construction And Maintenance Requirements.

A network provider shall construct and maintain Network Nodes and Network Node Support Poles described in the Code in a manner that does not:

- (a) Obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
- (b) Obstruct the legal use of a public right-of-way by other utility providers;
- (c) Violate nondiscriminatory applicable codes;
- (d) Violate or conflict with the City’s publicly disclosed public right-of-way design specifications; or
- (e) Violate the federal Americans with Disabilities Act of 1990 (ADA).

Sec. 4.08.245 Permit Applications.

(a) Except as otherwise provided in Chapter 284 of the Code, a network provider shall obtain a permit or permits from the City to install a Network Node, Node Support Pole, or Transport Facility in a City public right-of-way.

(b) As required by Chapter 284 of the Code, the City shall not require a network provider to perform services for the City for which the permit is sought.

(c) A network provider that wants to install or collocate multiple Network Nodes inside the municipal limits of the City is entitled to file a consolidated permit application with the City for

not more than 30 Network Nodes and upon payment of the applicable fee(s), receive a permit or permits for the installation or collocation of those Network Nodes.

(d) The network provider shall provide the following information in its permit applications:

- (1) Applicable construction and engineering drawings and information to confirm that the applicant will comply with the City's Design Manual and applicable codes;
- (2) Any additional information reasonably related to the network provider's use of the public rights-of-way to ensure compliance with the Design Manual and this division;
- (3) A certificate that the Network Node(s) complies with applicable regulations of the Federal Communications Commission; and certification that the proposed Network Node(s) will be placed into active commercial service by or for the network provider not later than the 60th day after the date of construction and final testing of each Network Node is completed.
- (4) A certificate of insurance that provides that the Network Provider and its contractor each have the minimum coverage required by the City's Risk Management Department.

(e) **Exception:** As provided in Section 284.157 of the Code, a network provider is not required to apply, obtain a permit, or pay a rate to the City for:

- (1) Routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way;
- (2) Replacing or upgrading a Network Node or Network Pole with a node or pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; or
- (3) The installation, placement, maintenance, operation, or replacement of Micro Network Nodes that are strung on cables between existing poles or Node Support Poles in compliance with the National Electrical Safety Code;
- (4) Notwithstanding Subdivision (e) above, the network provider or its contractors shall notify the City at least 24 hours in advance of work described in this Subdivision (e).

Sec. 4.08.246 Installation In Historic Districts Or Design Districts

A network provider must obtain advance written consent from the City Council before collocating new Network Nodes or installing new Node Support Poles in an area of the City that has been zoned or otherwise designated as a historic district or as a design district if the district has decorative poles. The City has the authority to designate new historic districts and design districts at a future date.

Sec. 4.08.247 Installation In Municipal Parks And Residential Areas

A network provider may not install a new Node Support Pole in a public right-of-way without the City Council's discretionary, nondiscriminatory and written consent if the public right-of-way:

- (a) Is in a municipal park; or
- (b) Is adjacent to a street or thoroughfare that is:
 - (1) Not more than 50 feet wide; and
 - (2) Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.
- (c) In addition to the above, a network provider installing a Network Node or Node Support Pole in a public right-of way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.
- (d) The network provider shall be further required to comply with guidelines set out in the City's Design Manual.

Sec. 4.08.248 Municipal Review Process By The City.

- (a) Determination of Application Completeness: The City shall determine whether the permit application is complete and notify the applicant of that determination:
 - (1) For Network Nodes and Note Support Poles: no later than 30 days after the date the City receives the permit application.
 - (2) For a Transport Facility: no later than 10 days after the date the City receives the permit application.
- (b) **Approval or Denial of Application:** The City shall approve or deny a completed application after the date it is submitted to the City:
 - (1) For Network Nodes: No later than 60 days after the date the City receives the complete application.
 - (2) For Network Support Poles: No later than 150 days after the date the City receives the complete application.
 - (3) For Transport Facilities: No later than 21 days after the City receives the complete application.

(c) **Basis for Denial of Application:** If an application is denied by the City, it shall document the basis for the denial, including the specific applicable City code provisions or other City rules, regulations, or other law on which the denial is based. The documentation for the denial must be sent by electronic mail to the applicant on or before the date that the City denies the application.

(d) **Resubmission of Denied Application:** The applicant may cure the deficiencies identified in the denial application.

(1) The applicant has 30 days from the date the City denies the completed application to cure the deficiencies identified in the denial documentation without paying an additional application fee, other than any fee for actual costs incurred by the City.

(2) The City shall approve or deny the revised completed application after a denial not later than the 90th day after the City receives the revised completed application. The City's review shall be limited to the deficiencies cited in the denial documentation.

(e) **Nondiscriminatory Review:** Each completed application shall be processed by the City on a nondiscriminatory basis.

Sec. 4.08.249 Time Of Installation.

A network provider shall begin installation for which a permit is granted not later than six months after final approval of the application and shall diligently pursue installation to completion. The City Manager may in his/her sole discretion grant reasonable extensions of time as requested by the network provider.

Sec. 4.08.250 Applicable Fees And Rental Rates To The City.

(a) As compensation for the network provider's use and occupancy of the City public rights-of-way, the network provider shall pay application fees and annual public right-of-way rental rates as set forth below, which shall be in lieu of any lawful tax, license, charge, right-of-way permit, use, construction, street cut or inspection fee; or other right-of-way related charge or fee, whether charged to the network provider or its contractor(s) within the City, except the usual general ad valorem taxes, special assessments and sales tax levied in accordance with state law and equally applicable to all general businesses in the City.

(b) Network Nodes:

(1) **Application Fee:** \$500 per application covering up to five Network Nodes, and \$250 for each additional Network Node per application.

(2) **Annual Public Right-of-Way Rate Fee:** The annual public right-of-way rate shall be \$250.00 per Network Node installed in the City public rights-of-way. At the City's discretion, the City may charge the Provider a lower fee or rate if the lower fee or rate is:

- i. nondiscriminatory;
- ii. related to the use of the public right-of-way; and

iii. not a prohibited gift of public property.

(3) **Public Right-of-Way Rate Adjustment:** As provided in Section 284.054 of the Code, the City may adjust the amount of the annual public right-of-way rate not more than annually by an amount equal to one-half the annual change, if any, in the Consumer Price Index (CPI). The City shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the City on or after the 60th day following the written notice.

(c) **Node Support Poles:** The application fee for each Network Support Pole shall be \$1,000.00.

(d) **Transport Facilities:**

(1) The application fee for each Transport Facility shall be \$100.00.

(2) The annual Transport Facility rental rate shall be \$28.00 monthly for each Network Node site located in a public right-of-way. However, no rate is required if the network provider is already paying the City an amount equal to or greater than the amount of other City right-of-way fees for access lines under Chapter 283 of the Code or cable franchise fees under Chapter 66 of the Texas Utility Code.

(e) **Micro Network Nodes:** No application fee is required for a Micro Network Node if the installation is attached on lines between poles or node support poles.

(f) **Collocation of Network Nodes on Service Poles.** Subject to an agreement with the City, the collocation of Network Nodes on City service poles shall be at a rate of \$20.00 per year per service pole.

(g) **City-Owned Municipal Utility Poles.** A network provider shall pay an annual pole attachment rate for the collocation of a Network Node supported by or installed on a City-owned utility pole based upon the pole attachment rate consistent with Section 54.024 of the Texas Utilities Code, applied on a per-foot basis.

(h) The City shall not seek or accept in-kind services in lieu of or as additional payment or consideration from any user of the public rights-of-way for use of the public rights-of-way.

Sec. 4.08.251 Indemnity.

As provided in Section 284.302 of the Code, a wireless Network Provider shall indemnify, defend, and hold the City harmless from and against all liability, damages, cost, and expense, including reasonable attorney's fees, arising from injury to person or property proximately caused by the negligent act or omission of the Network Provider. The City shall promptly notify the Network Provider of any claims, demands, or actions ("claims") covered by this indemnity after which the Network Provider shall defend the claims. The Network Provider shall have the right to defend and compromise the claims. The City shall cooperate in the defense of the

claims. The foregoing indemnity obligations shall not apply to claims arising solely from the negligence of City; however, they shall apply in the case of all claims which arise from the joint negligence of the Network Provider and the City; provided that in such cases, the amount of the claims for which the City shall be entitled to indemnification shall be limited to that portion attributable to the Network Provider. Nothing in this section shall be construed as waiving any governmental immunity available to the City under state law or waiving any defenses of the parties under state law.

Sec. 4.08.252 Effect On Other Utilities And Telecommunication Providers.

Nothing in this Right-of-Way Management Ordinance shall govern attachment of Network Nodes on poles and other structures owned or operated by investor-owned electric utilities, electric cooperatives, telephone cooperatives, or telecommunication providers.”

SECTION 2. **THAT** all other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby repealed.

SECTION 3. **THAT** if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declare that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

SECTION 4. **THAT** this Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

INTRODUCED on the 19th day of September, 2017, and finally PASSED, APPROVED and ADOPTED on this the 3rd day of October, 2017.

Brenda Gunter, Mayor

ATTEST:

APPROVED AS TO FORM:

Bryan Kendrick, City Secretary

Theresa James, City Attorney

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



Requestor: Lisa Marley, Dir of HR/RM, Human Resources/Risk Management, (325) 657-4221

Meeting Date: October 17, 2017

Item type: Regular Item

Caption:

Renewal rates for health insurance, dental insurance and stop loss insurance to become effective 1/1/18 - (Presentation by Director of Human Resources Lisa Marley)

Summary/History:

Three insurance plans have rate renewals for 2018: health, dental and stop loss.

City Council previously approved, with the FY17/18 budget, a 2% increase to the COSA health premium and a 2.2% increase to the employee/retiree health premiums.

In addition, the stop loss rate increase was previously approved in the HR FY17/18 budget. There are no changes to the stop loss coverage.

The dental renewal offers a second plan for approval which will lower the rates of the current plan and the second "new" plan will offer adult orthodontia for a slightly higher premium.

All approved changes will take effect on January 1, 2018.

Financial Impact:

Health insurance increase to budget = \$139,000 across all funds (\$62,691 to the General Fund), approved by Council during FY17/18 budget.

Dental insurance increase to budget = \$0 (all increases paid by employees).

Stop Loss insurance increase to budget = \$76,224, approved by Council during FY17/18 budget as part of the HR budget.

Other Information/Recommendation:

Attachments:

Presentation:

Lisa Marley

Approvals/Reviews:

Lisa Marley

Created/Initiated

Tina Dierschke
Theresa James
Bryan Kendrick

Approved
Approved
Final Approval

REPORT TO MAYOR & MEMBERS OF CITY COUNCIL



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

Meeting Date: October 17, 2017

Item type: Regular Item

Caption:

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

Summary/History:

Sales Tax Revenue has performed as follows this fiscal year:

October - increase of 14.77%

Year to date, revenue is approximately \$170,288 more than budgeted.

Financial Impact:

Sales Tax revenue for fiscal year 2018 is over budget by 12.86% and \$170,288 after October 2018 receipts.

Other Information/Recommendation:

Attachments:

1. Chart Monthly Revenue Trends 2018 - October.pdf
2. Slides FIN+181017+Strategic+Planning+-+Sales+Tax+-+Council (2).pptx

Presentation:

Tina Dierschke

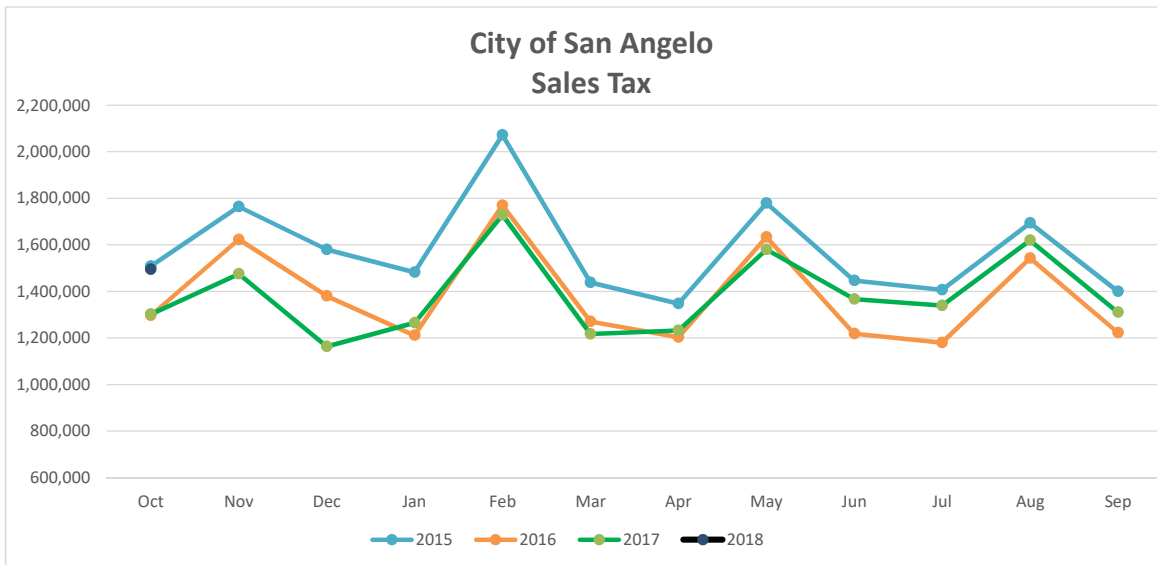
Approvals/Reviews:

Tina Dierschke
Becky Dunn
Bryan Kendrick

Created/Initiated
Approved
Final Approval

City of San Angelo Sales Tax - General Fund

Month	2013	2014	2015	2016	2017	2018	Original Budget Allocation by Month	Difference from Budget Allocation	% Change Year over Year	Over / (Under) FY2017
Oct	1,264,349	1,388,436	1,508,233	1,296,733	1,301,852	1,494,126	1,323,838	170,288	14.77%	192,274
Nov	1,325,810	1,582,107	1,764,518	1,622,933	1,474,872		1,512,847			
Dec	1,285,109	1,308,812	1,579,718	1,380,463	1,162,763		1,317,665			
Jan	1,182,268	1,314,856	1,482,453	1,210,786	1,265,207		1,277,239			
Feb	1,679,307	1,829,723	2,071,878	1,768,937	1,728,678		1,805,910			
Mar	1,242,578	1,304,418	1,438,299	1,270,043	1,216,505		1,268,663			
Apr	1,227,766	1,423,130	1,347,047	1,202,841	1,231,345		1,272,625			
May	1,548,822	1,684,129	1,779,019	1,633,849	1,579,360		1,619,576			
Jun	1,309,232	1,457,046	1,446,101	1,217,893	1,367,061		1,332,674			
Jul	1,300,467	1,421,110	1,405,787	1,180,024	1,339,373		1,313,593			
Aug	1,556,125	1,814,100	1,693,299	1,542,217	1,619,370		1,611,891			
Sep	1,322,921	1,519,457	1,400,015	1,222,722	1,310,654		1,343,480			
Total	16,244,755	18,047,324	18,916,368	16,549,442	16,597,040	1,494,126	17,000,000	170,288	14.77%	192,274
Orig Budget	14,888,588	16,075,699	18,427,862	19,200,000	17,200,000	17,000,000				



Projection - Flat	16,789,314
Over/(Under) Budget - Flat	(210,686)

YTD Collections	1,494,126
PYTD Collections	1,301,852
% increase	14.77%

YTD Original Budget	1,323,838
YTD Collections	1,494,126
YTD Over/ (Under) Budget	170,288
YTD % Over/ (Under) Budget	12.86%



City Council

October 17, 2017



Sales Tax Revenue

- Up 14.77% in October compared with the same month in prior year
- Over budget for revenue by \$170,288 year to date





City Council

October 17, 2017

